

**Torres Strait Island**  
REGIONAL COUNCIL

# AGENDA

## GOVERNANCE AND LEADERSHIP COMMITTEE

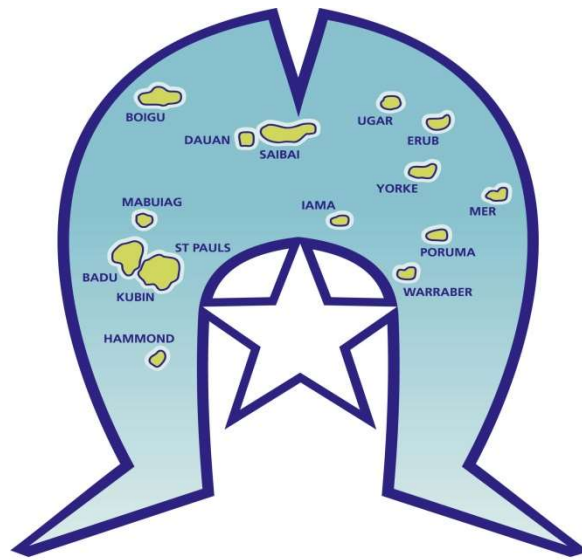
Date: 13<sup>th</sup> June 2022

Time: 10:00am to 12:00pm

Venue: Video Conference #7 – 0299 165 401

## **Agenda**

1. Welcome (Chair)
2. Opening Prayer
3. Apologies
4. Declaration of Conflict of Interest (COI) (Prescribed and Declarable)
5. Confirmation of Minutes – 10<sup>th</sup> November 2021
6. Confirmation of draft discussions of Committee Meeting – 28<sup>th</sup> February 2022
7. Action Items List – Nil
8. LEGAL – Delegations Update: Building Regulation 2021
9. Culturally appropriate recruitment and orientation at TSIRC – Verbal
10. General/ Other Business (on notice)
11. Next meeting date
  - Monday, 29<sup>th</sup> August 2022 at 10am via Video Conference
12. Closing Prayer



**Torres Strait Island**  
REGIONAL COUNCIL

## DRAFT MINUTES

### GOVERNANCE AND LEADERSHIP COMMITTEE

Date: 10<sup>th</sup> November 2021

Time: 11:00am to 12:30pm

Venue: Cairns

**Present:**

Deputy Mayor Councillor Getano Lui (Jnr), Division 9 – Iama (Yam)  
Cr Lama Trinkoon, Division 6 – Kubin (Arkai), Mua Island  
Cr Laurie Nona, Division 5 - Badu  
Cr Francis Pearson, Division 11, Poruma (Coconut)

Megan Barrett – Interim Executive Director, Corporate Services (IEDCS)  
Julia Maurus – Senior Legal Officer (SLO)  
May Mosby – Acting Secretariat (AS)  
Naila Nomoa – Travel Officer (TO)

**Apology**

Cr Dimas Toby, Division 1 – Boigu

1. **Welcome (Chair)**

Cr Getano Lui welcomed committee and staff members to the meeting.

2. **Opening Prayer**

Cr Getano Lui opened the meeting with a word of prayer at 11am.

3. **Apologies**

Cr Dimas Toby – Attendance at TSRA meeting on Thursday Island

4. **Declaration of Conflict of Interest (COI) (Prescribed and Declarable)**

Nil

5. **Ratified Minutes for noting – 11 February 2021**

Cr Getano Lui asked to amend the spelling of the surname of Mr Ken White to Wyatt.

Accept minutes as true and accurate.

6. **Action Items List**

Nil

7. **CORPORATE - Council Boundary Change**

Ms Megan Barrett, Interim Executive Director, Corporate Service spoke to report.

Go to Minister to put forward our case and proceed as recommendation to full Council and (SARG).

Manager of Legal Services recommend a Map to put in front of the minister with a line on it.

Cr Getano Lui suggested that Map from Torres Strait Treaty or Torres Strait protected zone that takes in all the island – Hammond was included as a part of the amalgamation.

Cr Getano Lui – go to Council on basis of the protected zone – joint authority is made up of State and commonwealth minister rather than change status of protected zone.

Senior Legal Officer, Ms Julia Maurus provide an updated report and to re-write paper as requested by Cr Getano Lui.

**RESOLUTION:**

*Move:*                      *Second:*

**That the Committee:**

- 1. notes this report**
- 2. recommends that Council decide on the proposed boundary; and**
- 3. endorses resource allocation, including the appointment of a project officer to further progress the matter.**

**ACTION ITEM:** Prepare map/report and seek input from Cr Getano Lui, then to direct revised report to SARG to develop a paper for Council consideration. Revise proposed boundary lines to align more with the “Top Hat” model and ensure the revised paper is culturally appropriate and accurate.

**8. CORPORATE – Deputations – Top 10 priorities**

Ms Megan Barrett, Interim Executive Director of Corporate Services spoke to report.

Interim Executive Director Corporate Services introduced the draft Deputations document, noting that this was initial draft and should be regarded as an opportunity for feedback. Councillors were reminded of the short timelines to finalise and approve the document in order for it to be utilised at the November/December 2021 Deputations visits in Brisbane.

**ACTION ITEM:** That the final draft Delegations 2021-22 document be recommended to SARG and/or Council (time permitting) for approval.

**RESOLUTION:**

*Move*                      ;                      *Second;*

**That the Governance and Leadership Committee recommend to Council:**

- The identified Top 10 Priorities for Deputations 2021 - 2022**
- The order of priority for the Top 10 Deputations 2021-2022 topics**
- The concept layout of the Deputations 2021 - 2022 document, noting that the content remains the subject of approval.**

**9. LEGAL – Delegations Update: Building Regulation 2021**

Ms Julia Maurus, Senior Legal Officer spoke to report.

**Recommendation:**

Moved; Second;

That the Committee recommend to Council that under section 257 of the Local Government Act 2009, Council delegate to the Chief Executive Officer the exercise of powers under the Building Regulation 2021 (Qld) (BUIR), and these powers must be exercised subject to Ailan Kastom and any limitations contained in Schedule 2 of the attached Instrument of Delegation.

**10. COMMITTEE MOVES INTO CLOSED BUSINESS**

**RESOLUTION:**

*Move: Cr Lama Trinkoon; Second: Cr Getano Lui*

That in accordance with section 254J of the Local Government Regulation 2012 (Qld) it is resolved for the meeting to go into closed session to discuss matters of the following nature:

(e) legal advice obtained by the local government or legal proceedings involving the local government including, for example,

MOTION CARRIED

**11. LEGAL – CB – Torres Strait islander Flag Licensing**

**12. COMMITTEE MOVES OUT OF CLOSED BUSINESS AND RESUMES IN OPEN BUSINESS**

**RESOLUTION:**

*Moved: Second:*

That the Committee move out of Closed Business.

**LEGAL – CB – Torres Strait islander Flag Licensing**

**RESOLUTION:**

Moved; Second;

That the Committee recommend to Council:

1. That pursuant to section 257 of the Local Government Act 2009 Council delegate to the CEO the power to decide requests to reproduce the image of the Torres Strait Islander flag and issue royalty-free licences, administered by the Department of Community Services.
2. That the Executive Director Community & Building Services prepare a written flag licensing policy for Council endorsement, incorporating the information that Council submitted to the Senate Select Committee and a requirement that the Executive Director of Community & Building Services present an annual report to Council on flag licensing.

**LUNCH: 12:30PM – 1:30PM**

Meeting did not resume due to Health Minister visit.

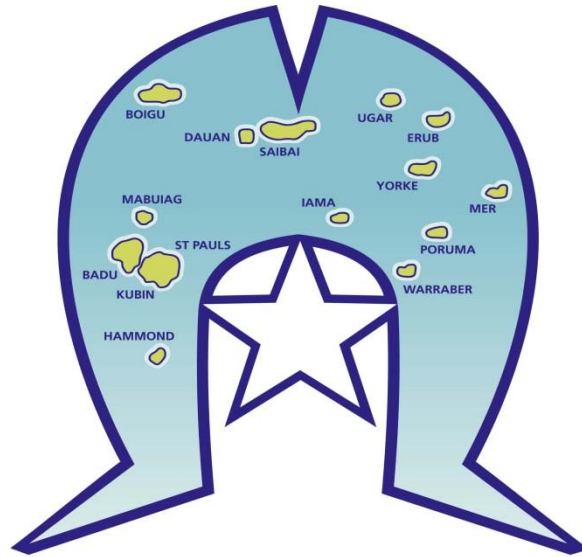
**13. General/ Other Business (on notice)**

**14. Next meeting date**

To be confirmed

**15. Closing Prayer**





**Torres Strait Island**  
REGIONAL COUNCIL

# Draft Discussions

## GOVERNANCE AND LEADERSHIP COMMITTEE

Date: 28<sup>th</sup> February 2022

Time: 10:00am to 12:00pm

Venue: Video Conference #6 – 0292 970 558

**Present:**

Deputy Mayor Councillor Getano Lui (Jnr), Division 9 – Iama (Yam)  
Cr Lama Trinkoon, Division 6 – Kubin (Arkai), Mua Island  
Cr Dimas Toby, Division 1 – Boigu  
Mayor Phillemon Mosby

Dawson Sailor – Executive Director Community Services and Building Services  
Jacob Matysek – Senior Executive Assistant – Mayor  
Naila Nomoa – Travel Officer (TO)

**Apology**

Megan Barrett – Interim Executive Director, Corporate Services (IEDCS)  
Peter Krebs - Manager of Legal Services.

**1. Welcome (Chair)**

Cr Lui advises that this is just a general discussion as Mr Peter Krebs is away on an urgent court hearing. The Committee and attendees will be discussing Boundary Change and Regional Governance.

**2. Opening Prayer**

**3. Apologies**

Megan Barrett – Interim Executive Director, Corporate Services (IEDCS)

**4. Declaration of Conflict of Interest (COI) (Prescribed and Declarable)**

**5. Confirmation of Minutes – 10<sup>th</sup> November 2021**

- Meeting was cut short due to minister visit

**6. Action Items List – Nil**

**7. LEGAL – Regional Governance and Local Government name and boundary change**

Cr Lui spoke about the approach for regional governance and Local Governance name and boundary change would fall into place.

- Simplify the process with the tiers Federal, State and Local government
- Framework Regional governance to empower communities.
- Taking it at a politically level to Minister Shannon Fientaman and Minister Craig Crawford go to them directly involved.

Cr Toby gave a TSRA feedback outcome of their meeting and advised that Regional Governance committee to meet with TSRA because they are heading in a different direction.

Cr Lui spoke about the Terms of reference

- Correspondence from ministers' keen to further discuss
- Respond to all parties urgently
- Corporate Affairs Team to assist but currently are understaffed

Mayor Mosby invited Senior Executive Assistant – Mayor to confirm that a letter of terms of reference has been issued to TSRA for the regional governance.

Senior Executive Assistant – Mayor confirmed

- TSIRC have not issued a letter but had discussed with Executive Director of Corporate Services on a few occasions with the other letters proposed for the Ministers.
- Confirmed that correspondence was received from Minister Crawford, Minister Fentimen, Minister Enoch and Minister Bailey all touching on the Regional Assembly and are keen to further discussion.
- Spoke to Dept of Seniors, Disability Service and Aboriginal and Torres Strait Island Partnership (DSDSATIP) today and they wanting to have a meeting with the Director General and Minister Craig Crawford in the next month to discuss the regional assembly.
- TSIRC have not responded to TSRA letter, we are currently waiting for deputations with the relevant Ministers to discuss further.
- Hoping to work with the Mayor Mosby and copied in email to respond to all parties urgently to keep the momentum going.

Cr Lui advised that he spoke to TSRA Chair regarding the infrastructure advisory committee TSRA set-up. Put it to state level and get the correspondence away.

Cr Trinkoon has raised the discussion with the one boat and project officer. Cr Lui advised that we have to wait until new Chief Executive officer come on board.

Mayor Mosby raised

- Key focus and priority in the next 2 years Regional Assembly.
- Councillors have dual roles with TSIRC and TSRA also advocate that we are clear about our direction.
- Develop products or a campaign what the regional assembly is.

Cr Toby

- Misunderstanding or misinterpretation where TSIRC is going with Regional Governance, and it seems to be a ripple effect affecting our families.
- Is restricted to have a say at board member level of TSRA.

Mayor Mosby inquired Cr Toby when conversation do happen on a board level. Do members vote?

Cr Toby gave a brief summary of how they vote and advised members Angela currently the Acting CEO. Mayor and Deputy Mayor last deputation had an impact at TSRA an Cr Toby suggested that they present again.

Mayor Mosby

- Happy to take advice on the way forward and things have changed now given that the TSRA CEO is not there anymore.
- Gain traction and level of support with the administration.
- Deputise in person as soon as possible.

Cr Lui

- Have the State on board and flow for their Ministers then would be talking to their counter parts for the way forward.
- Gave an example of Island Co-ordinating Council set-up and the flow on board of the commonwealth.
- Voice is Minister Ken Wyatt.
- Look at the things we have now and capitalise.
- We say what should happen in our communities.

Executive Assistant – Mayor provided an update on what he and the Mayor is working on with the Minister.

- Setting Secretariate up.
- 14<sup>th</sup> of May 2021 – Regional forum with TSRA and other stakeholders.
- Prior to meeting Legal advice was sought and the preferred structure was Orrick
- TSRA and Torres Shire Council did not join the Orrick structure that TSIRC adopted.
- TSRA developed their terms of reference and was rejected from TSIRC, GBK and Torres Shire as it was not independent, it was still sitting in the TSRA structure.
- Unable to progress due the independent body that we all can fit in to.
- Mayor and Deputy Mayor engaged in deputations which has mostly been successful that all the Ministers and are wanting to further discussion.
- Minister Craig Crawford had a Meeting with Minister Ken Wyatt.
- Attorney General Shannon Fientaman is proposing to have meeting with Minister Ken Wyatt regarding the Regional assembly proposal.
- Current issue is that TSRA has a term of reference but not all parties are willing to discuss as it's not independent.

- The way forward is to have another meeting with key stakeholders to see if they would agree to join an independent body and the body could look like dependant on Minister Crawford and Minister Ken Wyatt after the labour government elections it might be a joint committee – Commonwealth and State could come together and provide funding for the body for that potential structure.
- TORCH project follows the regional assembly secretariate structure.
- Matthew CEO QAIHC and Monica from QLD Health presented the TORCH body and QAIHC is in charged to run the project and its almost a copy of the secretariate structure proposed.
- TSRA is a representative on the TORCH body, Qld Health, Local NGO and TSIRC have been invited.
- Suggest for planning purposes and provide responses to Ministers as soon as possible and hoping to get awareness for Councillors and Mayor in the Governance Committee. Drafting letters to Ministers and meeting with DATSIP as we allotted to there is still confusion amongst all of the key stake holders what the independent body would look like. .
- Touch base with key parties and advise them that we will be having discussions and engage with the key parties.
- Go directly to the state Ministers (Minister for indigenous Affairs and Minister for DSDSATSIP. TSIRC will avoid any Legal issue not be able to join as TORCH is a perfect example.
- Revise our plan and involve engaging with others parties, TSRA, TSIRC, GBK and possibly other NGO; s.

Executive Assistant – Mayor inquired Cr Toby does TSRA board still support independent body, if they were able to get through the legal issues with the secretariate structure?

Cr Toby – TSRA is still in support, but they want to drive the agenda but under the Legislation it is unable to happen. TSIRC has the flexibility to manoeuvre and suggest that TSIRC to present to TSRA board.

Executive Assistant – Mayor; question to Cr Toby, TSRA is already a member of TORCH.

- TSIRC is proposing a similar type independent body for the secretariate.
- Fix to make TSRA happy and join an independent body like TORCH, will the TSRA board support it? Do you think TSRA would want to drive the terms of reference and wont be open to the independent body.

Cr Toby advised that TSRA is budgeted to drive the regional governance and it really up to the Chair.

Cr Lui

- Council to take a unilateral approach
- Executive Assistant – Mayor mentioned TSRA does not want to be part of the secretariate as it was set-up by ORIC under legislation.
- How do you justify handing -over Native title to and ORIC registered not a statutory?
- GBK has no statutory powers but its fit enough through the Minister Naia
- View current Local government structure and go to the State and look at how everyone fits into the structure. Change within for community and become mor responsive, put the decision making and management control back into community.
- Lead by example.
- TSRA is only a conjure for funding and TSIRC rely on them for funding to utilise.
- Look at what we can do unilaterally
- 'If you change from within, you change from without'
- Minister is only doing it due to the membership of the PBC's on the island.
- PBC's have statutory obligation under the native title Act not GBK.
- Chairs and Mayors to become members of the secretariate independently but unable to as it is registered under Orrick

Cr Toby

- Looking forward for new TSRA CEO.'
- Ministers advised that we should start looking independent entities and they are willing to fund it but if we have the capacity to drive it.

Executive Assistant – Mayor:

- Personally, the ORIC structure was not the problem – TSRA could have proposed a term of reference that was independent, but they chose not it. We already know they can join bodies as TORCH is the example.
- We might need to accept that from the May meeting 2021 – First Nations Torres Strait Islanders, most of the people wanted independent body.
- Problems is that there are elements within TSRA that don't support the body doesn't matter what structure it is. We should just accept it, or Deputy Mayor and Cr Toby go to TSRA and vote on the independent body to work with the ministers to create something legal.
- TSRA wants to drive through the regional body.

Cr Lui

- Don't want to pre-empt what TSRA will say or do.
- In response to Executive Assistant to the Mayor – when you say it might come tumbling down. I was in the process when TSRA was set-up and ICC set up and the attention ICC.
- Commonwealth office 'John Scott office- Thursday Island" no TSRA.
- Wipe out John Scott office to set-up TSRA and these were done individually
- Prove to government we are capable of running our affairs.

- Government proposed to amalgamate Torres Shire, TSRA and ICC but Torres shire did not accept.
- Things can be done, have been done before and it can be done today.
- Time to move and make it become reality.
- Remember 30year Torres Flag and Mabo celebration coming up.
- Shift from the way we do things – having the office in Cairns to the Office in the region and let keep going.

#### Executive Assistant – Mayor | Action Items

- Spoke to Warren Entsch organiser he wants to have a meeting in March or April with the Council
- Responding to DSDSATSIP letter by Friday
- Meeting request for Minister Shannon Fentamin, Minister Craig Crawford and Warren Entsch to meet.

Cr Lui and Mayor will be taking offline in the position of Jacob.

Mayor Mosby informed Executive Assistant – Mayor to clarify the Action Items or bring standing committee your involvement in regard to corporate affairs and you're assisting in the area deputations and correspondence liaising with ministers. Addressed the conflict of interest with the matter secretariate and the council particularly on the regional assembly. We are caution and mindful of conflict of interest, just to reassure the standing committee particularly on the very high priority.

Cr Lui asked Mayor who does the Executive Assistant – Mayor report to?

#### Executive Assistant – Mayor

- Amendments to Local government Act 5 years ago for Mayor's to have advisors but there a regulations within what councils can have advisors. Gave an example, if he was an advisor, he would work directly for the Mayor but TSIRC is not eligible.
- Mayor is eligible under the local government act to have staff assist.
- Executive Assistant – Mayor direct report is the Chief Executive Officer.
- Mayor is able to direct Executive Assistant – Mayor direct projects within the legislative requirements.
- Corporate affairs – Mayor would generally raise correspondence with corporate affairs through the Chief Executive Officer.
- Letters going to corporate affairs as there are short staff and sit with some of position description.
- Under legislation the Mayor is the spokes person for the council and also responsible for engaging with Ministerial officers.
- EA can help draft letters, but it would be discourteous, if he didn't run them through the executive team as they might have reason for not sending them out.



Executive Assistant gave his view going through legal training it would be possible going through ministers' office and a regulatory a going bill through to parliament. The restrictions on Mayor having an advisor is under the local government act.

Cr Lui

- Amend the community services Act and change clauses.
- Explore the avenue to the Mayor's – Advisor instead of the Executive Assistant.

Executive Assistant – Mayor

- Does not know the complete background to change the regulation.
- Governance and council or a parliamentary matter.

**ACTION:** Cr Lui recommended to seek Legal advice to amend the current regulations to look at current position of the Mayor's Executive Assistant to amend it to the Advisor of the Mayor.

Cr Lui would like to register his concern that staff was not available or change the date.

Cr Toby – is disappointed for no support from Administration.

## **8. LEGAL – Delegations Update: Building Regulation 2021**

## **9. General/ Other Business (on notice)**

## **10. Next meeting date**

– **Monday, 23<sup>rd</sup> May 2022 at 10am via Video Conference**

## **11. Closing Prayer**

Cr Lui closed the meeting with a word of Prayer.

**12pm – Meeting closed**



# TORRES STRAIT ISLAND REGIONAL COUNCIL

## GOVERNANCE AND LEADERSHIP STANDING COMMITTEE AGENDA REPORT

**MEETING:** June 2022

**DATE:** 13 June 2022

**ITEM:** Agenda Item for Resolution by Committee

**SUBJECT:** Delegations Update: RTRA, WSSR, PHIC

**AUTHOR:** Julia Maurus, Senior Legal Officer

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### Recommendation:

That the Committee recommend to Council that under section 257 of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the exercise of powers under the *Residential Tenancies and Rooming Accommodation Act 2008* ("RTRA"), the *Water Supply (Safety and Reliability) Act 2008* ("WSSR"), and the *Public Health (Infection Control for Personal Appearance Services) Act 2003* (Qld) ("PHIC") and these powers must be exercised subject to Ailan Kastom and any limitations contained in Schedule 2 of the attached Instruments of Delegation.

<b>Statutory Instrument:</b>	<b>The powers delegated are contained in Schedule 1 of the Instrument of Delegation attached to this report as:</b>
Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")	Attachment 1
Water Supply (Safety and Reliability) Act 2008 ("WSSR")	Attachment 2
Public Health (Infection Control for Personal Appearance Services) Act 2003 (Qld) ("PHIC")	Attachment 3

### Executive Summary:

This report presents statutory powers to the Committee for endorsement of updated Council delegations to the CEO. Council previously directed Legal Services to put proposed delegations update through the Governance and Leadership Standing Committee prior to tabling them with Council, whilst ensuring statutory compliance.

### Background:

#### Delegation of statutory power from Council to CEO

1. The powers of Local Government are exercised through its officers, with the principal officer being the Chief Executive Officer. Instruments of Delegation allow certain Local Government powers to be exercised by appropriately qualified local government employees to ensure operational efficiency.

2. Council may only exercise those powers delegated to it by State legislation. The Chief Executive Officer may only exercise those powers given to him directly or delegated to him by Council. Local Government employees may only exercise those powers delegated to them by the Chief Executive Officer.
3. An update of Instruments of Delegations must occur regularly (at least annually) to ensure exercise of powers according to law.
4. As part of its retainer arrangement with MacDonnells Law, TSIRC subscribes to a monthly delegations update service provided by MacDonnells Law. This service allows new and amended statutory powers to be presented to Council on a monthly basis for adoption, to ensure that TSIRC's delegations instruments are always up-to-date.
5. Following Council resolution at the February 2021 Ordinary Meeting, all local government delegations and trustee delegations were brought up-to-date to meet legislative changes as advised through the MacDonnells Law subscription service.
6. The individual instruments of delegation have been updated to reflect Council resolutions to date and have been uploaded to Council's intranet for staff reference.

**Status of sub-delegations (CEO to employee or contractor) and appointment of authorised persons**

7. An Instrument of Delegations from CEO to COO was approved by CEO on 21 November 2018 because a review was required following Council's corporate restructure.
8. The current Instrument of Delegations of CEO 2018 was approved by the CEO on 22 August 2019 and includes powers sub-delegated to appropriately qualified local government employees.
9. The sub-delegations register requires updating, both to reflect legislative changes and to reflect changes to Council's corporate structure. Council adoption is not required for sub-delegations.
10. Manager Legal Services has reviewed the statutory delegation instruments with the A/ED Corporate Services against the new (FY21/22) corporate structure and it is proposed that the CEO subdelegate as follows:
  - a. Subdelegate to the ED Engineering matters relating to plumbing and drainage, water supply and regulation, transport, road use management and heavy vehicles.
  - b. Subdelegate to the ED Corporate matters relating to planning, public records, Queensland Heritage, complaints (except CCC matters), Right to Information and Information Privacy.
  - c. Subdelegate to the ED Engineer AND/OR ED Community & Building matters relating to coastal protection and management, environmental protection, waste reduction and recycling.
  - d. Subdelegate to the ED Community & Building matters relating to housing regulation, residential tenancies, building industry, animal care and protection, biosecurity, food safety, public health, state penalties enforcement registry, liquor and tobacco and other smoking products.
  - e. Do not subdelegate matters relating to cultural heritage, acquisition of land, mineral resources, land interests and land titles, disaster management, fire and emergency services, industrial relations, work health and safety, CCC complaints and public interest disclosures (whistle-blowing).
  - f. For the statutory powers under the *Local Government Act* and *Local Government Regulation*:
    - i. complaints management: subdelegate to ED Corporate (except CCC matters, which will not be subdelegated)
    - ii. roads and infrastructure, drainage: subdelegate to ED Engineering

- iii. rates and charges, financial accounting, community grants, lost and stolen property procedure: subdelegate to ED Finance
  - iv. land record: subdelegate to ED Finance (because Assets manages the land record and Assets team falls in Finance)
  - v. employee matters: subdelegate to ED Corporate
  - vi. enforcement, local laws and investigations: ED Community & Building
  - vii. legal representation: subdelegate to ED Corporate, Manager Legal Services, Senior Legal Officer, and (for Housing matters) ED Community & Building and Manager Housing
  - viii. tenders and contracting procedures: subdelegate to ED Finance
  - ix. signing a document on Council's behalf: subdelegate to all EDs, plus functional managers within their delegated areas of responsibility and financial delegations
11. Updated sub-delegations instruments are currently being prepared for review by the A/CEO.
  12. Authorised Persons have been appointed under the *Local Government Act 2009* following training undertaken in 2020 and 2021.

### Comment:

13. The statutory instruments attached as Attachments 1 – 3 are statutory delegations requiring Council review, and have been drafted from the MacDonnells Law documents so that each statutory instrument is a separate document. This covers 3 different statutory instruments.
14. The *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) ("RTRA") was amended by the *Housing Legislation Amendment Bill 2021*. The changes were made on 20 October 2021. A number of amendments commenced on assent with remainder to commence on a date to be proclaimed. The *Housing Legislation Amendment Act 2021* has affixed 1 October 2022 as the date for those provisions to commence.
15. MacDonnells Law has advised that the *Housing Legislation Amendment Bill 2021* generally preserves the matters prescribed through the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) ("RTRA") with some minor changes including the following:
  - a. Support tenants and residents to enforce their existing rights by removing the ability for lessors and providers to end tenancies without grounds;
  - b. Provide an expanded suite of additional approved reasons for lessors/providers and tenants/residents to end a tenancy;
  - c. Ensure all Queensland rental properties are safe, secure, and functional by prescribing minimum housing standards and introducing compliance mechanisms to strengthen the ability to enforce these standards;
  - d. Strengthen rental law protections for people experiencing domestic and family violence; and
  - e. Support parties to residential leases reach agreement about renting with pets.
16. Council previously delegated all powers under the RTRA to the CEO on 23 February 2021.
17. The proposed updated Instrument of Delegation for the RTRA is included as **Attachment 1**.
18. The *Water Supply (Safety and Reliability) Act 2008* (Qld) ("WSSR") was amended by the *Resources and Other Legislation Amendment Act 2021*. The changes were made on 20 October 2021.
19. MacDonnells Law has advised that the *Resources and Other Legislation Amendment Act 2021* removes the current requirement for water service providers to make publicly available highly sensitive cyber security information and reporting metrics.
20. This law reform requires a new Instrument of Delegations.

21. Council previously delegated all powers under the WSSR to the CEO on 23 February 2021.
22. The proposed updated Instrument of Delegation for the WSSR is included as **Attachment 2**.
23. The *Public Health (Infection Control for Personal Appearance Services) Act 2003* (Qld) ("PHIC") has been amended by the *Health and Other Legislation Amendment Bill 2021*. The changes were made to improve the operation of the Act in relation to the restoration and renewal of business licences. These changes are to commence on proclamation.
24. Council previously delegated all powers under the PHIC to the CEO on 18 March 2021.
25. The proposed updated Instrument of Delegation for the PHIC is included as **Attachment 3**.
26. The proposed delegations have been reviewed by Senior Legal Officer as per the usual practice:
  - a. Powers that Council previously declined to delegate have not been recommended for delegation.
  - b. Powers that MacDonnells Law recommends not be delegated have not been recommended for delegation.
  - c. Powers not recommended for delegation are marked "N/A" in the delegations document.
  - d. All conditions included in previous delegations have been carried over.
  - e. Conditions imposed on all delegations have been updated to state that whilst exercising a power, the delegate must (not "may") take into account Ailan Kastom. Ailan Kastom is defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld). Section 9(3) of the *Local Government Act 2009* states "may take into account" and therefore makes this discretionary; however, Council instructed that the delegate must take Ailan Kastom into account.
27. For continued operational efficiency and statutory compliance in all Departments, the delegations update should be submitted to Council for adoption.
28. The new Instruments of Delegations are recommended for the Committee's endorsement. They will then be put to Council for endorsement.
29. There are no trustee powers in the proposed Instruments of Delegations.

## **Considerations**

### Risk Management

MacDonnells Law has identified a significant risk of non-compliance if Council's delegations are not updated. This is because without up-to-date delegations, the CEO and Council staff are more likely to make decisions without the necessary delegated authority; those decisions are invalid and could be challenged.

For continued operational efficiency and statutory compliance in all Departments, the delegations update should be submitted to Council for adoption.

### Council Finance

No finance implications.

## **Consultation:**

- MacDonnells Law

- Chief Executive Officer
- Audit Committee

### **Links to Strategic Plans:**

TSIRC Corporate Plan 2020–2025

Delivery Pillar: People

Outcome 4: We are a transparent, open and engaging council.

Delivery Pillar: Sustainability

Outcome 8: We manage council affairs responsibly for the benefit of our communities

### **Statutory Requirements:**

*Local Government Act 2009*

*Local Government Regulation 2012*

*Environmental Protection Regulation 2019*

*Torres Strait Islander Land Act 1991*

### **Meaning of “Ailan Kastom”/Island custom**

Ailan Kastom is defined in the *Torres Strait Islander Land Act*, section 6, which is pasted below.

## **Torres Strait Islander Land Act 1991**

### **Section 6**

#### **Meaning of Island custom**

Island custom, known in the Torres Strait as Ailan Kastom, is the body of customs, traditions, observances and beliefs of Torres Strait Islanders generally or of a particular group of Torres Strait Islanders, and includes any such customs, traditions, observances and beliefs relating to particular persons, areas, objects or relationships.

The Audit Committee raised a query: *What is the effect of Ailan Kastom on delegations?*

Manager Legal Services advised as follows:

Each delegate is required to take into account Ailan Kastom when exercising statutory powers. Many delegates have a limited understanding of traditional island law and custom (sometimes limited to the cultural awareness training that is delivered as part of employee induction). In practice, I think the requirement is for delegates to be aware of the cultural context of their decision-making and to seek guidance when the proposed exercise of statutory power may relate to Ailan Kastom. For example, Council specifically queried delegations relating to controlling beach access. If the delegate proposed to close access to a beach (or for that matter take any action relating to control over land), taking into account Ailan Kastom would mean that the delegate would need to communicate (at minimum, in an emergency situation) or consult with the Councillor to ensure that the proposed exercise of statutory power takes into account Ailan Kastom.

### **Conclusion:**

That the Committee recommend to Council that under section 257 of the *Local Government Act 2009*, Council delegate to the Chief Executive Officer the exercise of powers under the *Residential Tenancies and Rooming Accommodation Act 2008* ("RTRA"), the *Water Supply (Safety and Reliability) Act 2008* ("WSSR"), and the *Public Health (Infection Control for Personal Appearance Services) Act 2003* (Qld) ("PHIC"), and these powers must be exercised subject to Ailan Kastom and any limitations contained in Schedule 2 of the attached corresponding Instrument of Delegation.



**Recommended:**  
Peter Krebs  
Manager Legal Services



**Endorsed:**  
Megan Barrett  
Executive Director, Corporate Services



**Endorsed:**  
James William  
Chief Executive Officer

# **INSTRUMENT OF DELEGATION**

## **Torres Strait Island Regional Council *Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")***

Under section 257 of the *Local Government Act 2009*, Torres Strait Island Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.



***Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")*****CHAPTER 2 – RESIDENTIAL TENANCY AGREEMENTS AND ROOMING ACCOMMODATION AGREEMENTS****Part 1 – Agreements****Division 1 – Residential tenancy agreements*****Subdivision 1 – General principles***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor <sup>1</sup>	62(1)	Power to give a document prepared for section 61 to the tenant for signing on or before the day the tenant occupies the premises under the agreement.
Lessor	62(3)	Power to sign the document referred to in section 61 and return a copy signed by both parties to the tenant.
Lessor	64(3)	Power to form the reasonable belief that a tenant has contravened section 62(2) and, in that case, to apply to a tribunal for an order requiring the tenant to sign the relevant document and return it by a stated day.

***Subdivision 2 – Associated documents***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	65(2)	Power to prepare in the approved form, sign and give a copy to the tenant a condition report on or before the day the tenant occupies the premises under the residential tenancy agreement. <sup>2</sup>
Lessor / Agent	66(2)(a)	Power to sign the copy of the condition report at the end of tenancy.
Lessor / Agent	66(3)(b)	Power to, if the lessor or agent does agree with the report, show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way.
Lessor / Agent	66(3)(c)	Power to, if the tenant has given a forwarding address to the lessor or agent, make a copy of the report and return it to the tenant at the address.
Lessor	67(1)	Power to give an information statement in the approved form to the tenant.
Lessor	68(2)	Power to give a copy of park rules to the tenant and, if a park rule is changed, a copy of the rule as changed.
Lessor	69	In the specified circumstances, power to give the tenant a copy of relevant by-laws when giving the written agreement to the tenant for signing.

<sup>1</sup> A lessor is the person who gives the right to occupy residential premises under a residential tenancy agreement: section 8(1) of the *Residential Tenancies and Rooming Accommodation Act 2008*.

<sup>2</sup> Note: This amendment commences on a date to be proclaimed.

## Division 2 – Rooming accommodation agreements

### Subdivision 1 – General provisions

Entity power given to	Section of RTRA	Description
Provider <sup>3</sup>	77(4)(h)	Power to sign a rooming accommodation agreement.
Provider	78(1)	Power to give a document prepared for section 77 to the resident on or before the day the resident occupies the room in rental premises under the agreement.
Provider	78(2)	Power to, within 3 days after receiving the document signed by the resident, sign the document and return a copy signed by both parties to the resident.

### Subdivision 2 – Associated documents

Entity power given to	Section of RTRA	Description
Provider <sup>4</sup>	81(1)(b)	Power to prepare in the approved form, sign and give a copy to the resident a condition report on or before the day the resident occupies a room in the rental premises under the rooming accommodation agreement. <sup>5</sup>

## Part 2 – Rent

### Division 1 – Residential tenancy agreements

Entity power given to	Section of RTRA	Description
Lessor	88(3)	Power to sign a receipt for payment.
Lessor	88(5)	Power to make a written record of payment and to give a copy of the record to the tenant.
Lessor	91(2)	Power to give a written notice of proposal to increase rent to the tenant, in the specified way.
Lessor	97(3)	In the specified circumstances, the power to apply to a tribunal to make an order about the payment of an amount by or to a tenant.

### Division 2 – Rooming accommodation agreements

Entity power given to	Section of RTRA	Description
Provider	98(3)(a)	Power to give a written notice to the resident about the approved way to pay rent.
Provider	98(3)(b)	Power to agree, in writing, with the resident to payments of rent being made in the way stated.
Provider	99(2)(a)	Power to:

<sup>3</sup> A provider is a provider under a rooming accommodation agreement.

<sup>4</sup> A provider is a provider under a rooming accommodation agreement.

<sup>5</sup> Note: This amendment commences on a date to be proclaimed.

		(a) give a written notice to the resident that gives the resident a choice of at least two other approved ways for payment of rent under section 98(4)(a) to (f); and (b) advises the resident of the costs associated with the approved way offered in the specified circumstances.
Provider	102(3)	Power to sign a receipt of payment.
Provider	105(2) <sup>6</sup>	Power to give a resident a written notice stating the amount of increased rent and the day by which the rent is payable.
Provider	106(2)	Power to agree with the resident, the rent payable under the agreement decreases by the amount and from the time agreed.
Provider	106(3)	Power to, if agreement with the tenant can't be reached, apply to a tribunal for an order decreasing the rent, by a stated amount from a stated time.
Provider	107(2)	Power to agree with the resident to a reduction in rent for the period of the absence.
Provider	109(3)	Power to apply to a tribunal to make an order about the payment of an amount by or to the resident.

### Part 3 –

### Rental bonds

#### Division 2 – Payments to authority

Entity power given to	Section of RTRA	Description
Person	116(1)(a)	Power to pay the rental bond to the authority.
Person	116(1)(b)	Power to give the authority a notice, in an approved form, about a rental bond.
Lessor	117(2)(a)	In the specified circumstances, the power to pay the instalment to authority.
Lessor	117(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about the instalments.
Lessor	117(3)(a)	In the specified circumstances, the power to pay the instalments received by the lessor or agent to the authority.
Lessor	117(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(2)(a)	In the specified circumstances, the power to pay the instalments to the authority.
Provider	118(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(3)(a)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(4)(a)(i)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(4)(a)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.

<sup>6</sup> Note: This amendment commences on a date to be proclaimed.

Provider	118(4)(b)(i)	In the specified circumstances, the power to pay the instalment to the authority within 10 days after receiving it.
Provider	118(4)(b)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.

### **Division 3 – Payments by authority**

#### ***Subdivision 4 – General process for payment of rental bond if interested persons for the payment***

Entity power given to	Section of RTRA	Description
Interested Person	136A(2)	In the specified circumstances, power to make a dispute resolution request to the authority about the payment.
Interested Person	136B(2)	Power to apply to the tribunal for an order about the payment of a rental bond.
Interested Person	136C(2)	In the specified circumstances, power to make a written request to the authority for an extension of the claim period of up to 3 days.

### **Division 4 – Enforcement provisions**

Entity power given to	Section of RTRA	Description
Person	145(1)	Power to give a receipt for a rental bond.
Person	145(2)(b)	Power to sign a receipt for a rental bond.

### **Division 6 – Miscellaneous**

Entity power given to	Section of RTRA	Description
Lessor / Provider	154(b)	Power to give a written notice to the tenant or resident to increase a rental bond. <sup>7</sup>
Lessor / Provider <sup>8</sup>	155(3)	In the specified circumstances, the power to apply to a tribunal to make an order declaring an amount is or is not a rental bond.

## **Part 4 – Key and holding deposits for residential tenancies**

### **Division 2 – Holding deposits**

Entity power given to	Section of RTRA	Description
Person	160(1)	Power to give a receipt for a holding deposit.

<sup>7</sup> Note: This amendment commences on a date to be proclaimed.

<sup>8</sup> Note: This amendment commences on a date to be proclaimed.

**Part 5 – Outgoings of lessor or provider**  
**Division 1 – Residential tenancy agreements**  
**Subdivision 2 – Service charges**

Entity power given to	Section of RTRA	Description
Lessor	168(3)(a)	Power to agree with the tenant on an amount as reflecting the amount of rent attributable to the service or facility.
Lessor	168(4)	Power to give the tenant a written statement showing each service or facility for which an amount of rent is attributable and the amount attributed.

**CHAPTER 3 – RIGHTS AND OBLIGATIONS OF PARTIES FOR RESIDENTIAL TENANCIES**

**Part 1A<sup>9</sup> – Pets**  
**Division 2 – Keeping pets and other animals at premises**

Entity power given to	Section of RTRA	Description
Lessor	184B(1)	Power to approve the keeping of a pet or other animal at the premises.

**Part 3 – Lessors' right of entry**

Entity power given to	Section of RTRA	Description
Lessor	192(1)	In the specified circumstances, the power to enter the premises.
Lessor	193(1)(a)	In the specified circumstances, the power to give a notice of proposed entry to the tenant.
Lessor	195(1)(b)	Power to make an agreement with the tenant that the lessor may enter premises on a Sunday or public holiday or on another day after 6.00 pm or before 8.00 am.
Lessor	195(5)	Power to agree a time for entry of premises under section 192(1)(j) with the tenant.
Lessor	197(1)(a)	In the specified circumstances, the power to give a notice to leave the premises to the tenant.
Lessor	198(1)(a)	In the specified circumstances, power to give a tenant a notice of the lessors' intention to sell the premises.
Lessor	203	Power to obtain the tenants written consent to use a photo or other image of something belonging to the tenant in an advertisement for the premises.

<sup>9</sup> Note: This part commences on a date to be proclaimed.

**Part 5 –****The dwelling****Division 2 – Locks and keys**

Entity power given to	Section of RTRA	Description
Lessor	211(1)	In the specific circumstances, power to change the lock at the premises.
Lessor	211(1)(c)	Power to form a belief on reasonable grounds that it is necessary to change the lock at a premises because of an emergency.
Lessor	211(3)(c)	Power to enter into an agreement with the tenant under which the tenant or lessor agrees not to be given a key.

**Division 3 – Damage and repairs**

Entity power given to	Section of RTRA	Description
Lessor	216(1)(a)	Power to nominate a person to act for the lessor in arranging for emergency repairs, or emergency repairs of a particular type, to be made of the premises or inclusions.
Lessor	216(1)(b)	Power to nominate a person to make emergency repairs, or emergency repairs of a particular type, of the premises or inclusions.
Lessor	216(2)	Power to give a written notice to the tenant of a nominated repairer.
Lessor	220(2)	In the specified circumstances, the power to apply to a tribunal for an order about the reimbursement or payment for emergency repairs.
Lessor	221B(1)	Power to apply to the tribunal for an extension of time to comply with a repair order. <sup>10</sup>

**Part 6 –****Additional provisions for moveable dwelling premises****Division 2 – Relocation**

Entity power given to	Section of RTRA	Description
Lessor	223	Power to give a notice to the tenant requiring the tenant to relocate to another site in the moveable dwelling park within a stated period.

**Division 3 – Park rules**

Entity power given to	Section of RTRA	Description
Park Owner	229(1)(b)	In the specified circumstances, power to give a notice of proposal to each resident and any person who becomes a resident before the objection closing day of a proposed change of a park rule.
Park Owner	233(2)	Power to apply to a tribunal for an order declaring a proposal about a change of park rule to be reasonable or unreasonable.

<sup>10</sup> Note: This section commences on a date to be proclaimed.

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**Part 7 – Change of lessor or tenant****Division 1 – Transfer or subletting by tenant**

Entity power given to	Section of RTRA	Description
Lessor	237(2)	Power to agree with the tenant, in writing, of the transfer or subletting of a tenant's interests under an agreement.
Lessor	238(2)(a)	Power to agree in writing to the transfer or subletting of a tenant's interests under an agreement.

**Division 2 – Transfer by lessor**

Entity power given to	Section of RTRA	Description
Lessor	242(1)(a)	In the specified circumstances, the power to give a written notice of tenancy to a buyer.
Lessor	242(1)(b)	In the specified circumstances, the power to give a written notice of transfer to the tenant.

**CHAPTER 4 – RIGHTS AND OBLIGATIONS OF PARTIES FOR ROOMING ACCOMMODATION****Part 1 – Rights and obligations generally**

Entity power given to	Section of RTRA	Description
Provider	248(1)	In the specified circumstances, the power to give a written notice to the resident of address for service stating the specified information.
Provider	248(2)	In the specified circumstances, the power to give a written notice of change to the resident, within 14 days after the change.
Provider	255(1)	Power to give an agreement to the attaching of a fixture, or making of a structural change, in writing and stating the specified information.

**Part 2 – Entry to residents' rooms**

Entity power given to	Section of RTRA	Description
Provider	257(1)	Power to agree with the resident for the provider to enter the resident's room for any reason.
Provider	259(2)	Power to give a written notice of proposed entry to a resident.
Provider	259(4)	Power to give a written notice of proposed entry to the agent to whom the resident normally pays rent.

**Part 3 – House rules****Division 2 – Rule changes**

Entity power given to	Section of RTRA	Description
Provider	270(1)	In the specified circumstances, the power to give a written notice to each resident of rule change for rental premises, setting out the specified information.
Provider	271	In the specified circumstances, the power to give a written notice to a resident to whom a notice under section 270 have been given of a withdrawal of a proposed rule change.
Provider	272(4)(b)	Power to give a written notice to each resident if the provider receives objections to the proposed rule change, stating the specified information.
Provider	273(2)	Power to apply to a tribunal for an order declaring a proposed change to be reasonable.
Provider	273(7)	Power to give a written notice of the decision of the tribunal about a proposed rule change to each resident of the rental premises.
Provider	274(7)	Power to give a written notice of the decision of a tribunal to each resident of the rental premises about an existing rule.

**CHAPTER 5 – ENDING OF AGREEMENTS****Part 1 – Ending of residential tenancy agreements****Division 1 – General**

Entity power given to	Section of RTRA	Description
Lessor	277(a)	Power to agree, in a separate written agreement, to end the residential tenancy agreement with the tenant.

**Division 2 – Action by lessor*****Subdivision 1 – Notices to remedy breach given by lessor***

Entity power given to	Section of RTRA	Description
Lessor	280(1)	Power to form a belief on reasonable grounds that: (a) the rent payable under an agreement has remained unpaid in breach of the agreement for at least 7 days; or (b) the tenant has breached another term of the agreement and the breach has not been remedied.
Lessor	280(2)	Power to give a notice to the tenant requiring the tenant remedy the breach within the allowed remedy period.



**Subdivision 2 – Notices to leave premises given by lessor**

Entity power given to	Section of RTRA	Description
Lessor	281(1)	Power to give a notice to leave the premises because the tenant has failed to comply with a notice to remedy breach, within the allowed remedy period.
Lessor	282(1)	Power to give a notice to leave the premises to the tenant because the tenant has failed to comply with an order of a tribunal.
Lessor	283(2)	Power to give a notice to leave to the tenant because the tenant has failed to comply within the required period, with a notice to relocate.
Lessor	284(1)	Power to give a notice to leave to the tenant because the premises have been destroyed or otherwise in the specified circumstances
Lessor	285(2)	Power to give a notice to leave to the tenant because the park has become an unfit place in which to live in a moveable dwelling.
Lessor	286(1)	Power to give a notice to a tenant to leave the premises because: (a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or (b) the lessor has entered into a contract to sell the premises with vacant possession. <sup>11</sup>
Lessor	287(2)	Power to give a notice to leave the premises to the tenant because the park premises is to change use other than as a moveable dwelling park, or otherwise the park is to be closed.
Lessor	288(1)	In the specified circumstances, the power to give a notice to a tenant if the tenant's employment ends or entitlement to occupy under employment ends.
Lessor	289(2)	Power to give a notice to leave to the premises if the tenant's entitlement to supported accommodation ends.
Lessor / Community Housing Provider	290A(1)	Power to give a notice to leave the premises to the tenant because of a serious breach or otherwise in the specified circumstances.
Lessor	290B(1)	Power to give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act. <sup>12</sup>
Lessor	290C(1)	Power to give a notice to leave the premises to the tenant if the lessor requires the premise to be vacant for a planned demolition or redevelopment. <sup>13</sup>
Lessor	290D(1)	Power to give a notice to leave the premises to the tenant if: (a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and (b) the repairs or renovations cannot be safely carried out while the tenant occupies the premise. <sup>14</sup>

<sup>11</sup> Note: This section commences on a date to be proclaimed.

<sup>12</sup> Note: This section commences on a date to be proclaimed.

<sup>13</sup> Note: This section commences on a date to be proclaimed.

<sup>14</sup> Note: This section commences on a date to be proclaimed.

Lessor	290E(1)	Power to give a notice to leave the premises to the tenant if: (a) the lessor requires the premises for a use other than residential tenancy; or (b) the lessor will require the premises for the other use for a period of at least 6 months. <sup>15</sup>
Lessor	290F(2)	Power to give a notice to leave the premises to the tenant if the tenant stops being a student. <sup>16</sup>
Lessor	290(G)(1)	Power to give a notice to leave the premises to the tenant if the lessor, or the lessor's immediate family, needs to occupy the premises. <sup>17</sup>
Lessor	291(1)	Power to give a notice to leave the premises to the tenant if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement. <sup>18</sup>

### ***Subdivision 3 – Applications for termination by lessor***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	294(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Lessor	295(1)	Power to apply to a tribunal for a termination order because the lessor would suffer excessive hardship, if the agreement were not terminated.
Lessor (but does not include a Community Housing Provider)	296(1)	Power to apply to a tribunal for a termination order because the tenant has intentionally or recklessly caused serious damage to the premises or injury to a specified person.
Lessor / Community Housing Provider	296A(1)	Power to apply to a tribunal for termination for damage or injury in public or community housing in the specified circumstances.
Lessor (but does not include a Community Housing Provider)	297(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for tenant's objectionable behaviour.
Lessor / Community Housing Provider	297A(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for objectionable behaviour in public or community housing.
Lessor	297B(1)	Power to form a belief on reasonable grounds that the tenant, an occupant, a guest of the tenant or a person allowed on the premises by the tenant has: (a) used the premises or property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or (b) intentionally or recklessly: (i) destroyed or seriously damaged a part of the premises; or (ii) endangered another person in the premises or person occupying, or allowed on, premises nearby; or

<sup>15</sup> Note: This section commences on a date to be proclaimed.

<sup>16</sup> Note: This section commences on a date to be proclaimed.

<sup>17</sup> Note: This section commences on a date to be proclaimed.

<sup>18</sup> Note: This amendment commences on a date to be proclaimed.

		(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property. <sup>19</sup>
Lessor	297B(1)	In the specified circumstances, power to apply for a termination order.
Lessor	297B(3)	Power to form a belief on reasonable grounds that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. <sup>20</sup>
Lessor	298(2)	Power to apply to a tribunal for a termination order because the lessor and tenant are incompatible in a way that makes it desirable in the interests of both parties for the agreement to end.
Lessor	299(2)	Power to apply to a tribunal for a termination order for repeated breaches by the tenant.
Lessor	300(1)(b)	Power to form a belief on reasonable grounds that a tenant is likely to cause further damage or injury for which a termination order may be sought.
Lessor	300(2)	Power to apply to a tribunal for an order to restrain a tenant from causing further damage or injury.

#### ***Subdivision 2 – Notices of intention to leave premises given by tenant***

Entity power given to	Section of RTRA	Description
Lessor	308H(2)	In the specified circumstances, power to apply to the tribunal for an order settling aside the notice.

#### **Division 4A – Death of sole tenant**

Entity power given to	Section of RTRA	Description
Lessor	324A(1)(b)	Power to give the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death.

#### **Division 5 – Procedural requirements for action taken by lessor or tenant**

Entity power given to	Section of RTRA	Description
Lessor	325(2)(a)	Power to sign a notice to remedy breach.
Lessor	326(1)(b)	Power to sign a notice to leave premises.
Lessor	333(1)	Power to withdraw a notice to leave for an unremedied breach, if the tenant remedies the breach.
Lessor	333(2)(b)	Power to give a written notice of withdrawal to the tenant.
Lessor	335(1)	In the specified circumstances, the power to make an application to the tribunal for a termination order.

<sup>19</sup> Note: This section commences on a date to be proclaimed.

<sup>20</sup> Note: This section commences on a date to be proclaimed.

### Division 8 – Abandonment

Entity power given to	Section of RTRA	Description
Lessor	355(1)	Power to form a belief on reasonable grounds that a tenant has abandoned the premises and to give a notice to the tenant terminating the agreement.
Lessor	357(1)	Power to form a belief on reasonable grounds that the tenant has abandoned premises and to apply to a tribunal for an order under this section.
Lessor	359(1)	In the specified circumstances, the power to apply to a tribunal for an order for compensation.

### Division 10 – Goods and documents left behind on premises

Entity power given to	Section of RTRA	Description
Former Lessor	363(2)	In the specified circumstances, the power to sell goods left on premises or to dispose of them and to form a reasonable belief on the grounds set out in that section.
Former Lessor	363(4)	Power to sell goods that are not reclaimed in the circumstances in that subsection.

## Part 2 – Ending of rooming accommodation agreements

### Division 1 – General

Entity power given to	Section of RTRA	Description
Provider	366(a)	In the specified circumstances, the power to enter into an agreement with the resident to end the rooming accommodation agreement.
Provider	366(b)	Power to give the resident a notice requiring the resident to leave the rental premises.
Provider	366(c)	Power to give a notice under this part terminating the agreement.

### Division 2 – Action by provider

#### Subdivision 1 – Notices to remedy breach given by provider

Entity power given to	Section of RTRA	Description
Provider	368(1)	Power to form a reasonable belief that a resident has breached a rooming accommodation agreement and that the breach has not been remedied.
Provider	368(2)	Power to give a resident a notice requiring a resident to remedy the breach.
Provider	368(3)(d)	Power to sign a notice.
Provider	368(4)	Power to form a reasonable belief of the steps necessary to remedy a breach or to avoid a further breach of a rooming accommodation agreement.

**Subdivision 2 – Notices to leave given by provider**

Entity power given to	Section of RTRA	Description
Provider	369(1)	In the specified circumstances, the power to give a resident a notice requiring the resident to leave the premises.
Provider	369(2)(d)	Power to sign a notice.
Provider	369(5)	Power to withdraw a notice at any time before a resident leaves.
Provider	370(1)	In the specified circumstances, the power to give a resident a written notice requiring the resident to leave the rental premises if the provider reasonably believes the circumstances of that subsection exist.
Provider	370(2)(b)	Power to sign a notice.
Provider	371	Power to give a resident a notice requiring the resident to leave premises in the circumstances prescribed in that subsection.
Provider	371(3)(d)	Power to sign the notice.
Provider	371A(2)	Power to give a resident a notice requiring the resident to leave the rental premises. <sup>21</sup>
Provider	371B(1)	Power to give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for planned demolition or redevelopment. <sup>22</sup>
Provider	371C(1)	In specified circumstances, power to give a resident a notice requiring the resident to leave the premises. <sup>23</sup>
Provider	371D(1)	In the specified circumstances, power to give a resident a notice requiring the resident to leave the rental premises.
Provider	371E(2)	Power to give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.
Provider	372(2)	Power to give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement. <sup>24</sup>
Provider	374(1)	In the specified circumstances, the power to give a notice to a resident requiring the resident to leave the rental premises.
Provider	374(2)(d)	Power to sign the notice.
Provider	375(2)	In the specified circumstances, the power to use reasonable and necessary force to remove a resident and the resident's property from rental premises.
Provider	375(4)	Power, for the purpose of exercising a power under subsection (2), to enter a resident's room.

<sup>21</sup> Note: This section commences on a date to be proclaimed.

<sup>22</sup> Note: This section commences on a date to be proclaimed.

<sup>23</sup> Note: This section commences on a date to be proclaimed.

<sup>24</sup> Note: This amendment commences on a date to be proclaimed.

## **Division 2 – Action by provider**

### ***Subdivision 3 – Applications for termination by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	376(2)	Power to apply to a tribunal for a termination order.
Provider	377(1)	Power to apply to a tribunal for an order terminating a fixed term agreement on the grounds of excessive hardship if the agreement were not terminated.

## **Division 3 – Action by resident**

### ***Subdivision 2A – Domestic violence***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	381E(3)	Power to give a notice stating the matter the matters in sub-paragraphs (a) to (c).
Provider	381H(2)	Power to apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.

## **Division 4A – Death of sole resident**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	387A(1)(b)	Power to give the resident's personal representative or relative written notice that the agreement rooming accommodation agreement ends.

## **Division 5 – Procedural requirements and orders of tribunal**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	388(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Provider	393(2)	Power to form a reasonable belief that property is perishable or of market value less than the amount prescribed under regulation, or, the storage of goods would be unhealthy or unsafe.
Provider	393(5)	Power to form a reasonable belief that the market value of property is less than the amount prescribed under a regulation and donate the property to a charity instead of selling it under subsection (4)(b).
Provider	395(3)	Power to make an application to the public trustee to pay an amount to the provider from the unclaimed monies fund kept under the <i>Public Trustee Act 1978</i> .

## CHAPTER 6 – DISPUTE RESOLUTION

### Part 1 – Conciliation process for residential tenancy disputes and rooming accommodation disputes

#### Division 3 – Starting the conciliation process

Entity power given to	Section of RTRA	Description
Lessor	402(1)	Power to make a request to the authority to try to resolve a tenancy dispute.
Lessor	402(2)	Power to make a request to the authority to try to resolve a rooming accommodation dispute.

#### Division 4 – Conduct of conciliation process

Entity power given to	Section of RTRA	Description
Parties to Dispute	405(1)	Power to conduct the parties' case on own behalf.
Parties to Dispute	405(2)	In the specified circumstances, the power to represent the party in the conciliation process.
Parties to Dispute	408(2)	Power to agree with another party in dispute to resolve the dispute.

#### Division 5 – Withdrawal of disputes

Entity power given to	Section of RTRA	Description
Party in Dispute	410(1)	Power to give a written notice to an authority withdrawing a dispute resolution request.

### Part 2 - Application to tribunals

#### Division 3 – General powers of tribunals

Entity power given to	Section of RTRA	Description
Person	418(1)	In the specified circumstances, the power to apply to a tribunal for an order.
Lessor / Provider	419(1)	In the specified circumstances, the power to apply to a tribunal for an order it considers appropriate to resolve general disputes between lessors and tenants or providers and residents.
Lessor	419(2)	Power to apply to a tribunal for an order about a breach of agreement
Lessor	424(1)	In the specified circumstances, the power to apply to a tribunal for an order about tenants' notices.
Lessor / Provider	429(1)	In the specified circumstances, the power to apply to the tribunal for an order to resolve a dispute.

## CHAPTER 8 – CAUSING NUISANCE IN MOVEABLE DWELLING PARKS

Entity power given to	Section of RTRA	Description
Owner of a moveable dwelling park	455(1)	Power to apply to a tribunal for an order excluding a person from the park because of the person's behaviour in the park.
Owner of a moveable dwelling park	455(3)	In the specified circumstances, the power to give a written notice of application to a person.

## CHAPTER 13A – MATTERS RELATING TO PARTICULAR LEASES BY THE STATE AND COMMUNITY HOUSING PROVIDERS

Entity power given to	Section of RTRA	Description
Lessor / Community Housing Provider	527D(1)	In the specified circumstances, the power to give a written notice to a tenant to require the tenant to give a written undertaking.
Lessor / Community Housing Provider	527D(4)	In the specified circumstances, the power to enter into an acceptable behaviour agreement with a tenant.
Lessor / Community Housing Provider	527E(1)	In the specified circumstances, the power to apply to the tribunal for a termination order.



## **Limitations to the Exercise of Power**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - RTRA - Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;

7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;
9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.

## Delegable Powers under the Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")

### CHAPTER 2 – RESIDENTIAL TENANCY AGREEMENTS AND ROOMING ACCOMMODATION AGREEMENTS

#### Part 1 – Agreements

#### Division 1 – Residential tenancy agreements

#### Subdivision 1 – General principles

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor <sup>25</sup>	62(1)	Power to give a document prepared for section 61 to the tenant for signing on or before the day the tenant occupies the premises under the agreement.				
Lessor	62(3)	Power to sign the document referred to in section 61 and return a copy signed by both parties to the tenant.				This must be done within 14 days from the receipt of the signed documents.
Lessor	64(3)	Power to form the reasonable belief that a tenant has contravened section 62(2) and, in that case, to apply to a tribunal for an order requiring the tenant to sign the relevant document and return it by a stated day.				

<sup>25</sup> A lessor is the person who gives the right to occupy residential premises under a residential tenancy agreement: section 8(1) of the *Residential Tenancies and Rooming Accommodation Act 2008*.

**Subdivision 2 – Associated documents**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	65(2)	Power to prepare in the approved form, sign and give a copy to the tenant a condition report on or before the day the tenant occupies the premises under the residential tenancy agreement. <sup>26</sup>				
Lessor / Agent	66(2)(a)	Power to sign the copy of the condition report at the end of tenancy.				Must be completed within 3 business days after receiving a copy of the report under section 66(1) from the tenant.
Lessor / Agent	66(3)(b)	Power to, if the lessor or agent does agree with the report, show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way.				Must be completed within 3 business days after receiving a copy of the report under section 66(1) from the tenant.
Lessor / Agent	66(3)(c)	Power to, if the tenant has given a forwarding address to the lessor or agent, make a copy of the report and return it to the tenant at the address.				Must be completed within 3 business days after receiving a copy of the report under section 66(1) from the tenant.
Lessor	67(1)	Power to give an information statement in the approved form to the tenant.				
Lessor	68(2)	Power to give a copy of park rules to the tenant and, if a park rule is changed, a copy of the rule as changed.				

<sup>26</sup> Note: This amendment commences on a date to be proclaimed.

Lessor	69	In the specified circumstances, power to give the tenant a copy of relevant by-laws when giving the written agreement to the tenant for signing.				
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## **Division 2 – Rooming accommodation agreements**

### ***Subdivision 1 – General provisions***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Provider <sup>27</sup>	77(4)(h)	Power to sign a rooming accommodation agreement.				
Provider	78(1)	Power to give a document prepared for section 77 to the resident on or before the day the resident occupies the room in rental premises under the agreement.				
Provider	78(2)	Power to, within 3 days after receiving the document signed by the resident, sign the document and return a copy signed by both parties to the resident.				

### ***Subdivision 2 – Associated documents***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>	<b>Delegation to the CEO / Date of Resolution</b>	<b>Sub-Delegation to Officers</b>	<b>Date of Sub-Delegation</b>	<b>Limitations and Conditions</b>
Provider <sup>28</sup>	81(1)(b)	Power to prepare in the approved form, sign and give a copy to the resident a condition report on or before the day the resident occupies a room in the rental premises				

<sup>27</sup> A provider is a provider under a rooming accommodation agreement.

<sup>28</sup> A provider is a provider under a rooming accommodation agreement.

		under the rooming accommodation agreement. <sup>29</sup>				
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## Part 2 – Rent

### Division 1 – Residential tenancy agreements

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	88(3)	Power to sign a receipt for payment.				
Lessor	88(5)	Power to make a written record of payment and to give a copy of the record to the tenant.				
Lessor	91(2)	Power to give a written notice of proposal to increase rent to the tenant, in the specified way.				
Lessor	97(3)	In the specified circumstances, the power to apply to a tribunal to make an order about the payment of an amount by or to a tenant.				

### Division 2 – Rooming accommodation agreements

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	98(3)(a)	Power to give a written notice to the resident about the approved way to pay rent.				
Provider	98(3)(b)	Power to agree, in writing, with the resident to payments of rent being made in the way stated.				

<sup>29</sup> Note: This amendment commences on a date to be proclaimed.

Provider	99(2)(a)	Power to: (a) give a written notice to the resident that gives the resident a choice of at least two other approved ways for payment of rent under section 98(4)(a) to (f); and (b) advises the resident of the costs associated with the approved way offered in the specified circumstances.				
Provider	102(3)	Power to sign a receipt of payment.				
Provider	105(2) <sup>30</sup>	Power to give a resident a written notice stating the amount of increased rent and the day by which the rent is payable.				The day for which the increase in rent is payable must be not earlier than 4 weeks.
Provider	106(2)	Power to agree with the resident, the rent payable under the agreement decreases by the amount and from the time agreed.				
Provider	106(3)	Power to, if agreement with the tenant can't be reached, apply to a tribunal for an order decreasing the rent, by a stated amount from a stated time.				
Provider	107(2)	Power to agree with the resident to a reduction in rent for the period of the absence.				
Provider	109(3)	Power to apply to a tribunal to make an order about the payment of an amount by or to the resident.				

<sup>30</sup> Note: This amendment commences on a date to be proclaimed.

### Part 3 – Rental bonds

#### Division 2 – Payments to authority

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	116(1)(a)	Power to pay the rental bond to the authority.				This payment must be made within 10 days from receiving the rental bond.
Person	116(1)(b)	Power to give the authority a notice, in an approved form, about a rental bond.				This payment must be made within 10 days from receiving the rental bond.
Lessor	117(2)(a)	In the specified circumstances, the power to pay the instalment to authority.				This notice must be given within 10 days from receiving the last instalment.
Lessor	117(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about the instalments.				This notice must be given within 10 days from receiving the last instalment.
Lessor	117(3)(a)	In the specified circumstances, the power to pay the instalments received by the lessor or agent to the authority.				This notice must be given within 10 days after ending the agreement.
Lessor	117(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This notice must be given within 10 days after ending the agreement.
Provider	118(2)(a)	In the specified circumstances, the power to pay the instalments to the authority.				This notice must be given within 10 days from receiving the last instalment.



Provider	118(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This notice must be given within 10 days from receiving the last instalment.
Provider	118(3)(a)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.				This notice must be given within 10 days after ending the agreement.
Provider	118(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This notice must be given within 10 days after ending the agreement.
Provider	118(4)(a)(i)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.				This payment must be made within the timeframe specified.
Provider	118(4)(a)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				This payment must be made within the timeframe specified.
Provider	118(4)(b)(i)	In the specified circumstances, the power to pay the instalment to the authority within 10 days after receiving it.				
Provider	118(4)(b)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.				

### Division 3 – Payments by authority

#### *Subdivision 4 – General process for payment of rental bond if interested persons for the payment*

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Interested Person	136A(2)	In the specified circumstances, power to make a dispute resolution request to the authority about the payment.				The request must be made within the specified timeframe.
Interested Person	136B(2)	Power to apply to the tribunal for an order about the payment of a rental bond.				The application must be made within the specified timeframe.
Interested Person	136C(2)	In the specified circumstances, power to make a written request to the authority for an extension of the claim period of up to 3 days.				The request must be made within the specified timeframe.

### Division 4 – Enforcement provisions

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	145(1)	Power to give a receipt for a rental bond.				
Person	145(2)(b)	Power to sign a receipt for a rental bond.				

## Division 6 – Miscellaneous

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor / Provider	154(b)	Power to give a written notice to the tenant or resident to increase a rental bond. <sup>31</sup>				
Lessor / Provider <sup>32</sup>	155(3)	In the specified circumstances, the power to apply to a tribunal to make an order declaring an amount is or is not a rental bond.				The application must be made within the specified timeframe.

## Part 4 – Key and holding deposits for residential tenancies

### Division 2 – Holding deposits

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	160(1)	Power to give a receipt for a holding deposit.				

## Part 5 – Outgoings of lessor or provider

### Division 1 – Residential tenancy agreements

#### Subdivision 2 – Service charges

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	168(3)(a)	Power to agree with the tenant on an amount as reflecting the amount of rent attributable to the service or facility.				

<sup>31</sup> Note: This amendment commences on a date to be proclaimed.

<sup>32</sup> Note: This amendment commences on a date to be proclaimed.

Lessor	168(4)	Power to give the tenant a written statement showing each service or facility for which an amount of rent is attributable and the amount attributed.				
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## CHAPTER 3 – RIGHTS AND OBLIGATIONS OF PARTIES FOR RESIDENTIAL TENANCIES

### Part 1A<sup>33</sup> – Pets

#### Division 2 – Keeping pets and other animals at premises

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	184B(1)	Power to approve the keeping or a pet or other animal at the premises.				

### Part 3 – Lessors' right of entry

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	192(1)	In the specified circumstances, the power to enter the premises.				
Lessor	193(1)(a)	In the specified circumstances, the power to give a notice of proposed entry to the tenant.				The notice must be in the approved form and given in the specified timeframe.
Lessor	195(1)(b)	Power to make an agreement with the tenant that the lessor may enter premises on a				

<sup>33</sup> Note: This part commences on a date to be proclaimed.

		Sunday or public holiday or on another day after 6.00 pm or before 8.00 am.				
Lessor	195(5)	Power to agree a time for entry of premises under section 192(1)(j) with the tenant.				
Lessor	197(1)(a)	In the specified circumstances, the power to give a notice to leave the premises to the tenant.				
Lessor	198(1)(a)	In the specified circumstances, power to give a tenant a notice of the lessors' intention to sell the premises.				
Lessor	203	Power to obtain the tenants written consent to use a photo or other image of something belonging to the tenant in an advertisement for the premises.				

## Part 5 – The dwelling

### Division 2 – Locks and keys

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	211(1)	In the specific circumstances, power to change the lock at the premises.				
Lessor	211(1)(c)	Power to form a belief on reasonable grounds that it is necessary to change the lock at a premises because of an emergency.				
Lessor	211(3)(c)	Power to enter into an agreement with the tenant under which the tenant or lessor agrees not to be given a key.				

### Division 3 – Damage and repairs

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	216(1)(a)	Power to nominate a person to act for the lessor in arranging for emergency repairs, or emergency repairs of a particular type, to be made of the premises or inclusions.				
Lessor	216(1)(b)	Power to nominate a person to make emergency repairs, or emergency repairs of a particular type, of the premises or inclusions.				
Lessor	216(2)	Power to give a written notice to the tenant of a nominated repairer.				
Lessor	220(2)	In the specified circumstances, the power to apply to a tribunal for an order about the reimbursement or payment for emergency repairs.				
Lessor	221B(1)	Power to apply to the tribunal for an extension of time to comply with a repair order. <sup>34</sup>				

## Part 6 – Additional provisions for moveable dwelling premises

### Division 2 – Relocation

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	223	Power to give a notice to the tenant requiring the tenant to relocate to another site in the				

<sup>34</sup> Note: This section commences on a date to be proclaimed.

		moveable dwelling park within a stated period.				
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### Division 3 – Park rules

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Park Owner	229(1)(b)	In the specified circumstances, power to give a notice of proposal to each resident and any person who becomes a resident before the objection closing day of a proposed change of a park rule.				
Park Owner	233(2)	Power to apply to a tribunal for an order declaring a proposal about a change of park rule to be reasonable or unreasonable.				

## Part 7 – Change of lessor or tenant

### Division 1 – Transfer or subletting by tenant

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	237(2)	Power to agree with the tenant, in writing, of the transfer or subletting of a tenant's interests under an agreement.				
Lessor	238(2)(a)	Power to agree in writing to the transfer or subletting of a tenant's interests under an agreement.				

### Division 2 – Transfer by lessor

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	242(1)(a)	In the specified circumstances, the power to give a written notice of tenancy to a buyer.				
Lessor	242(1)(b)	In the specified circumstances, the power to give a written notice of transfer to the tenant.				

## CHAPTER 4 – RIGHTS AND OBLIGATIONS OF PARTIES FOR ROOMING ACCOMMODATION

### Part 1 – Rights and obligations generally

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	248(1)	In the specified circumstances, the power to give a written notice to the resident of address for service stating the specified information.				
Provider	248(2)	In the specified circumstances, the power to give a written notice of change to the resident, within 14 days after the change.				
Provider	255(1)	Power to give an agreement to the attaching of a fixture, or making of a structural change, in writing and stating the specified information.				



**Part 2 – Entry to residents' rooms**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	257(1)	Power to agree with the resident for the provider to enter the resident's room for any reason.				
Provider	259(2)	Power to give a written notice of proposed entry to a resident.				This notice must be given at least 24 hours before entry.
Provider	259(4)	Power to give a written notice of proposed entry to the agent to whom the resident normally pays rent.				This notice must be given at least 24 hours before entry.

**Part 3 – House rules****Division 2 – Rule changes**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	270(1)	In the specified circumstances, the power to give a written notice to each resident of rule change for rental premises, setting out the specified information.				
Provider	271	In the specified circumstances, the power to give a written notice to a resident to whom a notice under section 270 have been given of a withdrawal of a proposed rule change.				
Provider	272(4)(b)	Power to give a written notice to each resident if the provider receives objections to the proposed rule change, stating the specified information.				

Provider	273(2)	Power to apply to a tribunal for an order declaring a proposed change to be reasonable.				
Provider	273(7)	Power to give a written notice of the decision of the tribunal about a proposed rule change to each resident of the rental premises.				
Provider	274(7)	Power to give a written notice of the decision of a tribunal to each resident of the rental premises about an existing rule.				

## CHAPTER 5 – ENDING OF AGREEMENTS

### Part 1 – Ending of residential tenancy agreements

#### Division 1 – General

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	277(a)	Power to agree, in a separate written agreement, to end the residential tenancy agreement with the tenant.				

#### Division 2 – Action by lessor

##### *Subdivision 1 – Notices to remedy breach given by lessor*

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	280(1)	Power to form a belief on reasonable grounds that: (a) the rent payable under an agreement has remained unpaid in				

		breach of the agreement for at least 7 days; or (b) the tenant has breached another term of the agreement and the breach has not been remedied.				
Lessor	280(2)	Power to give a notice to the tenant requiring the tenant remedy the breach within the allowed remedy period.				

***Subdivision 2 – Notices to leave premises given by lessor***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	281(1)	Power to give a notice to leave the premises because the tenant has failed to comply with a notice to remedy breach, within the allowed remedy period.				
Lessor	282(1)	Power to give a notice to leave the premises to the tenant because the tenant has failed to comply with an order of a tribunal.				
Lessor	283(2)	Power to give a notice to leave to the tenant because the tenant has failed to comply within the required period, with a notice to relocate.				
Lessor	284(1)	Power to give a notice to leave to the tenant because the premises have been destroyed or otherwise in the specified circumstances				
Lessor	285(2)	Power to give a notice to leave to the tenant because the park has become an unfit place in which to live in a moveable dwelling.				
Lessor	286(1)	Power to give a notice to a tenant to leave the premises because:				

		(a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or (b) the lessor has entered into a contract to sell the premises with vacant possession. <sup>35</sup>				
Lessor	287(2)	Power to give a notice to leave the premises to the tenant because the park premises is to change use other than as a moveable dwelling park, or otherwise the park is to be closed.				
Lessor	288(1)	In the specified circumstances, the power to give a notice to a tenant if the tenant's employment ends or entitlement to occupy under employment ends.				
Lessor	289(2)	Power to give a notice to leave to the premises if the tenant's entitlement to supported accommodation ends.				
Lessor / Community Housing Provider	290A(1)	Power to give a notice to leave the premises to the tenant because of a serious breach or otherwise in the specified circumstances.				
Lessor	290B(1)	Power to give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act. <sup>36</sup>				
Lessor	290C(1)	Power to give a notice to leave the premises to the tenant if the lessor requires the premise to be vacant for a planned demolition or redevelopment. <sup>37</sup>				

<sup>35</sup> Note: This section commences on a date to be proclaimed.

<sup>36</sup> Note: This section commences on a date to be proclaimed.

<sup>37</sup> Note: This section commences on a date to be proclaimed.

Lessor	290D(1)	Power to give a notice to leave the premises to the tenant if: (a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and (b) the repairs or renovations cannot be safely carried out while the tenant occupies the premise. <sup>38</sup>				
Lessor	290E(1)	Power to give a notice to leave the premises to the tenant if: (a) the lessor requires the premises for a use other than residential tenancy; or (b) the lessor will require the premises for the other use for a period of at least 6 months. <sup>39</sup>				
Lessor	290F(2)	Power to give a notice to leave the premises to the tenant if the tenant stops being a student. <sup>40</sup>				
Lessor	290(G)(1)	Power to give a notice to leave the premises to the tenant if the lessor, or the lessor's immediate family, needs to occupy the premises. <sup>41</sup>				
Lessor	291(1)	Power to give a notice to leave the premises to the tenant if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement. <sup>42</sup>				

<sup>38</sup> Note: This section commences on a date to be proclaimed.

<sup>39</sup> Note: This section commences on a date to be proclaimed.

<sup>40</sup> Note: This section commences on a date to be proclaimed.

<sup>41</sup> Note: This section commences on a date to be proclaimed.

<sup>42</sup> Note: This amendment commences on a date to be proclaimed.

***Subdivision 3 – Applications for termination by lessor***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	294(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.				
Lessor	295(1)	Power to apply to a tribunal for a termination order because the lessor would suffer excessive hardship, if the agreement were not terminated.				
Lessor (but does not include a Community Housing Provider)	296(1)	Power to apply to a tribunal for a termination order because the tenant has intentionally or recklessly caused serious damage to the premises or injury to a specified person.				
Lessor / Community Housing Provider	296A(1)	Power to apply to a tribunal for termination for damage or injury in public or community housing in the specified circumstances.				
Lessor (but does not include a Community Housing Provider)	297(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for tenant's objectionable behaviour.				
Lessor / Community Housing Provider	297A(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for objectionable behaviour in public or community housing.				
Lessor	297B(1)	Power to form a belief on reasonable grounds that the tenant, an occupant, a				

		<p>guest of the tenant or a personal allowed on the premise by the tenant has:</p> <ul style="list-style-type: none"> <li>(a) used the premises or property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or</li> <li>(b) intentionally or recklessly: <ul style="list-style-type: none"> <li>(i) destroyed or seriously damaged a part of the premises; or</li> <li>(ii) endangered another person in the premises or person occupying, or allowed on, premises nearby; or</li> <li>(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property.<sup>43</sup></li> </ul> </li> </ul>				
Lessor	297B(1)	In the specified circumstances, power to apply for a termination order.				
Lessor	297B(3)	Power to form a belief on reasonable grounds that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. <sup>44</sup>				
Lessor	298(2)	Power to apply to a tribunal for a termination order because the lessor and tenant are incompatible in a way that makes it desirable in the interests of both parties for the agreement to end.				

<sup>43</sup> Note: This section commences on a date to be proclaimed.

<sup>44</sup> Note: This section commences on a date to be proclaimed.

Lessor	299(2)	Power to apply to a tribunal for a termination order for repeated breaches by the tenant.				
Lessor	300(1)(b)	Power to form a belief on reasonable grounds that a tenant is likely to cause further damage or injury for which a termination order may be sought.				
Lessor	300(2)	Power to apply to a tribunal for an order to restrain a tenant from causing further damage or injury.				

***Subdivision 2 – Notices of intention to leave premises given by tenant***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	308H(2)	In the specified circumstances, power to apply to the tribunal for an order settling aside the notice.				

**Division 4A – Death of sole tenant**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	324A(1)(b)	Power to give the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death.				



**Division 5 – Procedural requirements for action taken by lessor or tenant**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	325(2)(a)	Power to sign a notice to remedy breach.				
Lessor	326(1)(b)	Power to sign a notice to leave premises.				
Lessor	333(1)	Power to withdraw a notice to leave for an unremedied breach, if the tenant remedies the breach.				
Lessor	333(2)(b)	Power to give a written notice of withdrawal to the tenant.				
Lessor	335(1)	In the specified circumstances, the power to make an application to the tribunal for a termination order.				

**Division 8 – Abandonment**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	355(1)	Power to form a belief on reasonable grounds that a tenant has abandoned the premises and to give a notice to the tenant terminating the agreement.				
Lessor	357(1)	Power to form a belief on reasonable grounds that the tenant has abandoned premises and to apply to a tribunal for an order under this section.				
Lessor	359(1)	In the specified circumstances, the power to apply to a tribunal for an order for compensation.				

**Division 10 – Goods and documents left behind  
on premises**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Former Lessor	363(2)	In the specified circumstances, the power to sell goods left on premises or to dispose of them and to form a reasonable belief on the grounds set out in that section.				
Former Lessor	363(4)	Power to sell goods that are not reclaimed in the circumstances in that subsection.				

**Part 2 – Ending of rooming accommodation agreements**

**Division 1 – General**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	366(a)	In the specified circumstances, the power to enter into an agreement with the resident to end the rooming accommodation agreement.				
Provider	366(b)	Power to give the resident a notice requiring the resident to leave the rental premises.				
Provider	366(c)	Power to give a notice under this part terminating the agreement.				

## Division 2 – Action by provider

### *Subdivision 1 – Notices to remedy breach given by provider*

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	368(1)	Power to form a reasonable belief that a resident has breached a rooming accommodation agreement and that the breach has not been remedied.				
Provider	368(2)	Power to give a resident a notice requiring a resident to remedy the breach.				
Provider	368(3)(d)	Power to sign a notice.				
Provider	368(4)	Power to form a reasonable belief of the steps necessary to remedy a breach or to avoid a further breach of a rooming accommodation agreement.				

### *Subdivision 2 – Notices to leave given by provider*

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	369(1)	In the specified circumstances, the power to give a resident a notice requiring the resident to leave the premises.				
Provider	369(2)(d)	Power to sign a notice.				
Provider	369(5)	Power to withdraw a notice at any time before a resident leaves.				
Provider	370(1)	In the specified circumstances, the power to give a resident a written notice requiring the				

		resident to leave the rental premises if the provider reasonably believes the circumstances of that subsection exist.				
Provider	370(2)(b)	Power to sign a notice.				
Provider	371	Power to give a resident a notice requiring the resident to leave premises in the circumstances prescribed in that subsection.				
Provider	371(3)(d)	Power to sign the notice.				
Provider	371A(2)	Power to give a resident a notice requiring the resident to leave the rental premises. <sup>45</sup>				
Provider	371B(1)	Power to give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for planned demolition or redevelopment. <sup>46</sup>				
Provider	371C(1)	In specified circumstances, power to give a resident a notice requiring the resident to leave the premises. <sup>47</sup>				
Provider	371D(1)	In the specified circumstances, power to give a resident a notice requiring the resident to leave the rental premises.				
Provider	371E(2)	Power to give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.				
Provider	372(2)	Power to give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement. <sup>48</sup>				

<sup>45</sup> Note: This section commences on a date to be proclaimed.

<sup>46</sup> Note: This section commences on a date to be proclaimed.

<sup>47</sup> Note: This section commences on a date to be proclaimed.

<sup>48</sup> Note: This amendment commences on a date to be proclaimed.

Provider	374(1)	In the specified circumstances, the power to give a notice to a resident requiring the resident to leave the rental premises.				
Provider	374(2)(d)	Power to sign the notice.				
Provider	375(2)	In the specified circumstances, the power to use reasonable and necessary force to remove a resident and the resident's property from rental premises.				
Provider	375(4)	Power, for the purpose of exercising a power under subsection (2), to enter a resident's room.				

## **Division 2 – Action by provider**

### ***Subdivision 3 – Applications for termination by provider***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	376(2)	Power to apply to a tribunal for a termination order.				
Provider	377(1)	Power to apply to a tribunal for an order terminating a fixed term agreement on the grounds of excessive hardship if the agreement were not terminated.				

**Division 3 – Action by resident*****Subdivision 2A – Domestic violence***

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	381E(3)	Power to give a notice stating the matter the matters in sub-paragraphs (a) to (c).				
Provider	381H(2)	Power to apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.				

**Division 4A – Death of sole resident**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	387A(1)(b)	Power to give the resident's personal representative or relative written notice that the agreement rooming accommodation agreement ends.				

**Division 5 – Procedural requirements and orders of tribunal**

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Provider	388(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.				
Provider	393(2)	Power to form a reasonable belief that property is perishable or of market value less than the amount prescribed under regulation,				

		or, the storage of goods would be unhealthy or unsafe.				
Provider	393(5)	Power to form a reasonable belief that the market value of property is less than the amount prescribed under a regulation and donate the property to a charity instead of selling it under subsection (4)(b).				
Provider	395(3)	Power to make an application to the public trustee to pay an amount to the provider from the unclaimed monies fund kept under the <i>Public Trustee Act 1978</i> .				

## CHAPTER 6 – DISPUTE RESOLUTION

### Part 1 – Conciliation process for residential tenancy disputes and rooming accommodation disputes

#### Division 3 – Starting the conciliation process

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor	402(1)	Power to make a request to the authority to try to resolve a tenancy dispute.				
Lessor	402(2)	Power to make a request to the authority to try to resolve a rooming accommodation dispute.				

#### Division 4 – Conduct of conciliation process

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Parties to Dispute	405(1)	Power to conduct the parties' case on own behalf.				
Parties to Dispute	405(2)	In the specified circumstances, the power to represent the party in the conciliation process.				
Parties to Dispute	408(2)	Power to agree with another party in dispute to resolve the dispute.				

#### Division 5 – Withdrawal of disputes

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Party in Dispute	410(1)	Power to give a written notice to an authority withdrawing a dispute resolution request.				

### Part 2 - Application to tribunals

#### Division 3 – General powers of tribunals

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Person	418(1)	In the specified circumstances, the power to apply to a tribunal for an order.				
Lessor / Provider	419(1)	In the specified circumstances, the power to apply to a tribunal for an order it considers appropriate to resolve general disputes between lessors and tenants or providers and residents.				



Lessor	419(2)	Power to apply to a tribunal for an order about a breach of agreement				
Lessor	424(1)	In the specified circumstances, the power to apply to a tribunal for an order about tenants' notices.				
Lessor / Provider	429(1)	In the specified circumstances, the power to apply to the tribunal for an order to resolve a dispute.				

## CHAPTER 8 – CAUSING NUISANCE IN MOVEABLE DWELLING PARKS

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Owner of a moveable dwelling park	455(1)	Power to apply to a tribunal for an order excluding a person from the park because of the person's behaviour in the park.				
Owner of a moveable dwelling park	455(3)	In the specified circumstances, the power to give a written notice of application to a person.				

## CHAPTER 13A – MATTERS RELATING TO PARTICULAR LEASES BY THE STATE AND COMMUNITY HOUSING PROVIDERS

Entity power given to	Section of RTRA	Description	Delegation to the CEO / Date of Resolution	Sub-Delegation to Officers	Date of Sub-Delegation	Limitations and Conditions
Lessor / Community	527D(1)	In the specified circumstances, the power to give a written notice to a tenant to require the tenant to give a written undertaking.				

Housing Provider						
Lessor / Community Housing Provider	527D(4)	In the specified circumstances, the power to enter into an acceptable behaviour agreement with a tenant.				
Lessor / Community Housing Provider	527E(1)	In the specified circumstances, the power to apply to the tribunal for a termination order.				

[2021 10 20 - RTRA - Delegation Table]

**Torres Strait Island Regional Council**  
***Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")***

**James William**  
Chief Executive Officer  
**Torres Strait Island Regional Council**

**Position:** Insert Position  
**Position Code:** Insert Position Code

## Powers sub-delegated

### *Residential Tenancies and Rooming Accommodation Act 2008 ("RTRA")*

#### CHAPTER 2 – RESIDENTIAL TENANCY AGREEMENTS AND ROOMING ACCOMMODATION AGREEMENTS

##### Part 1 – Agreements

##### Division 1 – Residential tenancy agreements

##### *Subdivision 1 – General principles*

Entity power given to	Section of RTRA	Description
Lessor <sup>49</sup>	62(1)	Power to give a document prepared for section 61 to the tenant for signing on or before the day the tenant occupies the premises under the agreement.
Lessor	62(3)	Power to sign the document referred to in section 61 and return a copy signed by both parties to the tenant.
Lessor	64(3)	Power to form the reasonable belief that a tenant has contravened section 62(2) and, in that case, to apply to a tribunal for an order requiring the tenant to sign the relevant document and return it by a stated day.

##### *Subdivision 2 – Associated documents*

Entity power given to	Section of RTRA	Description
Lessor	65(2)	Power to prepare in the approved form, sign and give a copy to the tenant a condition report on or before the day the tenant occupies the premises under the residential tenancy agreement. <sup>50</sup>
Lessor / Agent	66(2)(a)	Power to sign the copy of the condition report at the end of tenancy.
Lessor / Agent	66(3)(b)	Power to, if the lessor or agent does agree with the report, show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way.
Lessor / Agent	66(3)(c)	Power to, if the tenant has given a forwarding address to the lessor or agent, make a copy of the report and return it to the tenant at the address.
Lessor	67(1)	Power to give an information statement in the approved form to the tenant.
Lessor	68(2)	Power to give a copy of park rules to the tenant and, if a park rule is changed, a copy of the rule as changed.

<sup>49</sup> A lessor is the person who gives the right to occupy residential premises under a residential tenancy agreement: section 8(1) of the *Residential Tenancies and Rooming Accommodation Act 2008*.

<sup>50</sup> Note: This amendment commences on a date to be proclaimed.

Lessor	69	In the specified circumstances, power to give the tenant a copy of relevant by-laws when giving the written agreement to the tenant for signing.
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## Division 2 – Rooming accommodation agreements

### Subdivision 1 – General provisions

Entity power given to	Section of RTRA	Description
Provider <sup>51</sup>	77(4)(h)	Power to sign a rooming accommodation agreement.
Provider	78(1)	Power to give a document prepared for section 77 to the resident on or before the day the resident occupies the room in rental premises under the agreement.
Provider	78(2)	Power to, within 3 days after receiving the document signed by the resident, sign the document and return a copy signed by both parties to the resident.

### Subdivision 2 – Associated documents

Entity power given to	Section of RTRA	Description
Provider <sup>52</sup>	81(1)(b)	Power to prepare in the approved form, sign and give a copy to the resident a condition report on or before the day the resident occupies a room in the rental premises under the rooming accommodation agreement. <sup>53</sup>

## Part 2 – Rent

### Division 1 – Residential tenancy agreements

Entity power given to	Section of RTRA	Description
Lessor	88(3)	Power to sign a receipt for payment.
Lessor	88(5)	Power to make a written record of payment and to give a copy of the record to the tenant.
Lessor	91(2)	Power to give a written notice of proposal to increase rent to the tenant, in the specified way.
Lessor	97(3)	In the specified circumstances, the power to apply to a tribunal to make an order about the payment of an amount by or to a tenant.

### Division 2 – Rooming accommodation agreements

Entity power given to	Section of RTRA	Description
Provider	98(3)(a)	Power to give a written notice to the resident about the approved way to pay rent.

<sup>51</sup> A provider is a provider under a rooming accommodation agreement.

<sup>52</sup> A provider is a provider under a rooming accommodation agreement.

<sup>53</sup> Note: This amendment commences on a date to be proclaimed.

Provider	98(3)(b)	Power to agree, in writing, with the resident to payments of rent being made in the way stated.
Provider	99(2)(a)	Power to: (a) give a written notice to the resident that gives the resident a choice of at least two other approved ways for payment of rent under section 98(4)(a) to (f); and (b) advises the resident of the costs associated with the approved way offered in the specified circumstances.
Provider	102(3)	Power to sign a receipt of payment.
Provider	105(2) <sup>54</sup>	Power to give a resident a written notice stating the amount of increased rent and the day by which the rent is payable.
Provider	106(2)	Power to agree with the resident, the rent payable under the agreement decreases by the amount and from the time agreed.
Provider	106(3)	Power to, if agreement with the tenant can't be reached, apply to a tribunal for an order decreasing the rent, by a stated amount from a stated time.
Provider	107(2)	Power to agree with the resident to a reduction in rent for the period of the absence.
Provider	109(3)	Power to apply to a tribunal to make an order about the payment of an amount by or to the resident.

### Part 3 –

### Rental bonds

#### Division 2 – Payments to authority

Entity power given to	Section of RTRA	Description
Person	116(1)(a)	Power to pay the rental bond to the authority.
Person	116(1)(b)	Power to give the authority a notice, in an approved form, about a rental bond.
Lessor	117(2)(a)	In the specified circumstances, the power to pay the instalment to authority.
Lessor	117(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about the instalments.
Lessor	117(3)(a)	In the specified circumstances, the power to pay the instalments received by the lessor or agent to the authority.
Lessor	117(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(2)(a)	In the specified circumstances, the power to pay the instalments to the authority.
Provider	118(2)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(3)(a)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(3)(b)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.

<sup>54</sup> Note: This amendment commences on a date to be proclaimed.

Provider	118(4)(a)(i)	In the specified circumstances, the power to pay to the authority the instalments received by the provider or agent.
Provider	118(4)(a)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.
Provider	118(4)(b)(i)	In the specified circumstances, the power to pay the instalment to the authority within 10 days after receiving it.
Provider	118(4)(b)(ii)	In the specified circumstances, the power to give the authority a notice, in the approved form, about instalments.

### **Division 3 – Payments by authority**

#### ***Subdivision 4 – General process for payment of rental bond if interested persons for the payment***

Entity power given to	Section of RTRA	Description
Interested Person	136A(2)	In the specified circumstances, power to make a dispute resolution request to the authority about the payment.
Interested Person	136B(2)	Power to apply to the tribunal for an order about the payment of a rental bond.
Interested Person	136C(2)	In the specified circumstances, power to make a written request to the authority for an extension of the claim period of up to 3 days.

### **Division 4 – Enforcement provisions**

Entity power given to	Section of RTRA	Description
Person	145(1)	Power to give a receipt for a rental bond.
Person	145(2)(b)	Power to sign a receipt for a rental bond.

### **Division 6 – Miscellaneous**

Entity power given to	Section of RTRA	Description
Lessor / Provider	154(b)	Power to give a written notice to the tenant or resident to increase a rental bond. <sup>55</sup>
Lessor / Provider <sup>56</sup>	155(3)	In the specified circumstances, the power to apply to a tribunal to make an order declaring an amount is or is not a rental bond.

## **Part 4 – Key and holding deposits for residential tenancies**

### **Division 2 – Holding deposits**

Entity power given to	Section of RTRA	Description
Person	160(1)	Power to give a receipt for a holding deposit.

<sup>55</sup> Note: This amendment commences on a date to be proclaimed.

<sup>56</sup> Note: This amendment commences on a date to be proclaimed.



**Part 5 – Outgoings of lessor or provider**  
**Division 1 – Residential tenancy agreements**  
**Subdivision 2 – Service charges**

Entity power given to	Section of RTRA	Description
Lessor	168(3)(a)	Power to agree with the tenant on an amount as reflecting the amount of rent attributable to the service or facility.
Lessor	168(4)	Power to give the tenant a written statement showing each service or facility for which an amount of rent is attributable and the amount attributed.

**CHAPTER 3 – RIGHTS AND OBLIGATIONS OF PARTIES FOR RESIDENTIAL TENANCIES**

**Part 1A<sup>57</sup> – Pets**  
**Division 2 – Keeping pets and other animals at premises**

Entity power given to	Section of RTRA	Description
Lessor	184B(1)	Power to approve the keeping of a pet or other animal at the premises.

**Part 3 – Lessors' right of entry**

Entity power given to	Section of RTRA	Description
Lessor	192(1)	In the specified circumstances, the power to enter the premises.
Lessor	193(1)(a)	In the specified circumstances, the power to give a notice of proposed entry to the tenant.
Lessor	195(1)(b)	Power to make an agreement with the tenant that the lessor may enter premises on a Sunday or public holiday or on another day after 6.00 pm or before 8.00 am.
Lessor	195(5)	Power to agree a time for entry of premises under section 192(1)(j) with the tenant.
Lessor	197(1)(a)	In the specified circumstances, the power to give a notice to leave the premises to the tenant.
Lessor	198(1)(a)	In the specified circumstances, power to give a tenant a notice of the lessors' intention to sell the premises.
Lessor	203	Power to obtain the tenants written consent to use a photo or other image of something belonging to the tenant in an advertisement for the premises.

<sup>57</sup> Note: This part commences on a date to be proclaimed.

**Part 5 –****The dwelling****Division 2 – Locks and keys**

Entity power given to	Section of RTRA	Description
Lessor	211(1)	In the specific circumstances, power to change the lock at the premises.
Lessor	211(1)(c)	Power to form a belief on reasonable grounds that it is necessary to change the lock at a premises because of an emergency.
Lessor	211(3)(c)	Power to enter into an agreement with the tenant under which the tenant or lessor agrees not to be given a key.

**Division 3 – Damage and repairs**

Entity power given to	Section of RTRA	Description
Lessor	216(1)(a)	Power to nominate a person to act for the lessor in arranging for emergency repairs, or emergency repairs of a particular type, to be made of the premises or inclusions.
Lessor	216(1)(b)	Power to nominate a person to make emergency repairs, or emergency repairs of a particular type, of the premises or inclusions.
Lessor	216(2)	Power to give a written notice to the tenant of a nominated repairer.
Lessor	220(2)	In the specified circumstances, the power to apply to a tribunal for an order about the reimbursement or payment for emergency repairs.
Lessor	221B(1)	Power to apply to the tribunal for an extension of time to comply with a repair order. <sup>58</sup>

**Part 6 –****Additional provisions for moveable dwelling premises****Division 2 – Relocation**

Entity power given to	Section of RTRA	Description
Lessor	223	Power to give a notice to the tenant requiring the tenant to relocate to another site in the moveable dwelling park within a stated period.

**Division 3 – Park rules**

Entity power given to	Section of RTRA	Description
Park Owner	229(1)(b)	In the specified circumstances, power to give a notice of proposal to each resident and any person who becomes a resident before the objection closing day of a proposed change of a park rule.
Park Owner	233(2)	Power to apply to a tribunal for an order declaring a proposal about a change of park rule to be reasonable or unreasonable.

<sup>58</sup> Note: This section commences on a date to be proclaimed.

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**Part 7 – Change of lessor or tenant****Division 1 – Transfer or subletting by tenant**

Entity power given to	Section of RTRA	Description
Lessor	237(2)	Power to agree with the tenant, in writing, of the transfer or subletting of a tenant's interests under an agreement.
Lessor	238(2)(a)	Power to agree in writing to the transfer or subletting of a tenant's interests under an agreement.

**Division 2 – Transfer by lessor**

Entity power given to	Section of RTRA	Description
Lessor	242(1)(a)	In the specified circumstances, the power to give a written notice of tenancy to a buyer.
Lessor	242(1)(b)	In the specified circumstances, the power to give a written notice of transfer to the tenant.

**CHAPTER 4 – RIGHTS AND OBLIGATIONS OF PARTIES FOR ROOMING ACCOMMODATION****Part 1 – Rights and obligations generally**

Entity power given to	Section of RTRA	Description
Provider	248(1)	In the specified circumstances, the power to give a written notice to the resident of address for service stating the specified information.
Provider	248(2)	In the specified circumstances, the power to give a written notice of change to the resident, within 14 days after the change.
Provider	255(1)	Power to give an agreement to the attaching of a fixture, or making of a structural change, in writing and stating the specified information.

**Part 2 – Entry to residents' rooms**

Entity power given to	Section of RTRA	Description
Provider	257(1)	Power to agree with the resident for the provider to enter the resident's room for any reason.
Provider	259(2)	Power to give a written notice of proposed entry to a resident.
Provider	259(4)	Power to give a written notice of proposed entry to the agent to whom the resident normally pays rent.

**Part 3 – House rules**

**Division 2 – Rule changes**

Entity power given to	Section of RTRA	Description
Provider	270(1)	In the specified circumstances, the power to give a written notice to each resident of rule change for rental premises, setting out the specified information.
Provider	271	In the specified circumstances, the power to give a written notice to a resident to whom a notice under section 270 have been given of a withdrawal of a proposed rule change.
Provider	272(4)(b)	Power to give a written notice to each resident if the provider receives objections to the proposed rule change, stating the specified information.
Provider	273(2)	Power to apply to a tribunal for an order declaring a proposed change to be reasonable.
Provider	273(7)	Power to give a written notice of the decision of the tribunal about a proposed rule change to each resident of the rental premises.
Provider	274(7)	Power to give a written notice of the decision of a tribunal to each resident of the rental premises about an existing rule.

**CHAPTER 5 – ENDING OF AGREEMENTS**

**Part 1 – Ending of residential tenancy agreements**

**Division 1 – General**

Entity power given to	Section of RTRA	Description
Lessor	277(a)	Power to agree, in a separate written agreement, to end the residential tenancy agreement with the tenant.

**Division 2 – Action by lessor**

***Subdivision 1 – Notices to remedy breach given by lessor***

Entity power given to	Section of RTRA	Description
Lessor	280(1)	Power to form a belief on reasonable grounds that: (a) the rent payable under an agreement has remained unpaid in breach of the agreement for at least 7 days; or (b) the tenant has breached another term of the agreement and the breach has not been remedied.
Lessor	280(2)	Power to give a notice to the tenant requiring the tenant remedy the breach within the allowed remedy period.

**Subdivision 2 – Notices to leave premises given by lessor**

Entity power given to	Section of RTRA	Description
Lessor	281(1)	Power to give a notice to leave the premises because the tenant has failed to comply with a notice to remedy breach, within the allowed remedy period.
Lessor	282(1)	Power to give a notice to leave the premises to the tenant because the tenant has failed to comply with an order of a tribunal.
Lessor	283(2)	Power to give a notice to leave to the tenant because the tenant has failed to comply within the required period, with a notice to relocate.
Lessor	284(1)	Power to give a notice to leave to the tenant because the premises have been destroyed or otherwise in the specified circumstances
Lessor	285(2)	Power to give a notice to leave to the tenant because the park has become an unfit place in which to live in a moveable dwelling.
Lessor	286(1)	Power to give a notice to a tenant to leave the premises because: (a) the lessor is preparing to sell the premises and the preparation requires the premises to be vacant; or (b) the lessor has entered into a contract to sell the premises with vacant possession. <sup>59</sup>
Lessor	287(2)	Power to give a notice to leave the premises to the tenant because the park premises is to change use other than as a moveable dwelling park, or otherwise the park is to be closed.
Lessor	288(1)	In the specified circumstances, the power to give a notice to a tenant if the tenant's employment ends or entitlement to occupy under employment ends.
Lessor	289(2)	Power to give a notice to leave to the premises if the tenant's entitlement to supported accommodation ends.
Lessor / Community Housing Provider	290A(1)	Power to give a notice to leave the premises to the tenant because of a serious breach or otherwise in the specified circumstances.
Lessor	290B(1)	Power to give a notice to leave the premises to the tenant if the premises are required for use under a program administered by the State under an Act. <sup>60</sup>
Lessor	290C(1)	Power to give a notice to leave the premises to the tenant if the lessor requires the premise to be vacant for a planned demolition or redevelopment. <sup>61</sup>
Lessor	290D(1)	Power to give a notice to leave the premises to the tenant if: (a) the premises requires significant repairs or the lessor intends to carry out significant renovations to the premises; and (b) the repairs or renovations cannot be safely carried out while the tenant occupies the premise. <sup>62</sup>

<sup>59</sup> Note: This section commences on a date to be proclaimed.

<sup>60</sup> Note: This section commences on a date to be proclaimed.

<sup>61</sup> Note: This section commences on a date to be proclaimed.

<sup>62</sup> Note: This section commences on a date to be proclaimed.

Lessor	290E(1)	Power to give a notice to leave the premises to the tenant if: (a) the lessor requires the premises for a use other than residential tenancy; or (b) the lessor will require the premises for the other use for a period of at least 6 months. <sup>63</sup>
Lessor	290F(2)	Power to give a notice of leave the premises to the tenant if the tenant stops being a student. <sup>64</sup>
Lessor	290(G)(1)	Power to give a notice to leave the premises to the tenant if the lessor, or the lessor's immediate family, needs to occupy the premises. <sup>65</sup>
Lessor	291(1)	Power to give a notice to leave the premises to the tenant if the residential tenancy agreement is a fixed term agreement and the notice relates to the end of the agreement. <sup>66</sup>

### ***Subdivision 3 – Applications for termination by lessor***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Lessor	294(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Lessor	295(1)	Power to apply to a tribunal for a termination order because the lessor would suffer excessive hardship, if the agreement were not terminated.
Lessor (but does not include a Community Housing Provider)	296(1)	Power to apply to a tribunal for a termination order because the tenant has intentionally or recklessly caused serious damage to the premises or injury to a specified person.
Lessor / Community Housing Provider	296A(1)	Power to apply to a tribunal for termination for damage or injury in public or community housing in the specified circumstances.
Lessor (but does not include a Community Housing Provider)	297(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for tenant's objectionable behaviour.
Lessor / Community Housing Provider	297A(1)	In the specified circumstances, the power to apply to a tribunal for a termination order for objectionable behaviour in public or community housing.
Lessor	297B(1)	Power to form a belief on reasonable grounds that the tenant, an occupant, a guest of the tenant or a person allowed on the premise by the tenant has: (a) used the premises or property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for an illegal activity; or (b) intentionally or recklessly: (i) destroyed or seriously damaged a part of the premises; or (ii) endangered another person in the premises or person occupying, or allowed on, premises nearby; or

<sup>63</sup> Note: This section commences on a date to be proclaimed.

<sup>64</sup> Note: This section commences on a date to be proclaimed.

<sup>65</sup> Note: This section commences on a date to be proclaimed.

<sup>66</sup> Note: This amendment commences on a date to be proclaimed.

		(iii) interfered significantly with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's property. <sup>67</sup>
Lessor	297B(1)	In the specified circumstances, power to apply for a termination order.
Lessor	297B(3)	Power to form a belief on reasonable grounds that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity. <sup>68</sup>
Lessor	298(2)	Power to apply to a tribunal for a termination order because the lessor and tenant are incompatible in a way that makes it desirable in the interests of both parties for the agreement to end.
Lessor	299(2)	Power to apply to a tribunal for a termination order for repeated breaches by the tenant.
Lessor	300(1)(b)	Power to form a belief on reasonable grounds that a tenant is likely to cause further damage or injury for which a termination order may be sought.
Lessor	300(2)	Power to apply to a tribunal for an order to restrain a tenant from causing further damage or injury.

#### ***Subdivision 2 – Notices of intention to leave premises given by tenant***

Entity power given to	Section of RTRA	Description
Lessor	308H(2)	In the specified circumstances, power to apply to the tribunal for an order settling aside the notice.

#### **Division 4A – Death of sole tenant**

Entity power given to	Section of RTRA	Description
Lessor	324A(1)(b)	Power to give the tenant's personal representative or relative written notice that the agreement ends because of the tenant's death.

#### **Division 5 – Procedural requirements for action taken by lessor or tenant**

Entity power given to	Section of RTRA	Description
Lessor	325(2)(a)	Power to sign a notice to remedy breach.
Lessor	326(1)(b)	Power to sign a notice to leave premises.
Lessor	333(1)	Power to withdraw a notice to leave for an unremedied breach, if the tenant remedies the breach.
Lessor	333(2)(b)	Power to give a written notice of withdrawal to the tenant.
Lessor	335(1)	In the specified circumstances, the power to make an application to the tribunal for a termination order.

<sup>67</sup> Note: This section commences on a date to be proclaimed.

<sup>68</sup> Note: This section commences on a date to be proclaimed.

## Division 8 – Abandonment

Entity power given to	Section of RTRA	Description
Lessor	355(1)	Power to form a belief on reasonable grounds that a tenant has abandoned the premises and to give a notice to the tenant terminating the agreement.
Lessor	357(1)	Power to form a belief on reasonable grounds that the tenant has abandoned premises and to apply to a tribunal for an order under this section.
Lessor	359(1)	In the specified circumstances, the power to apply to a tribunal for an order for compensation.

## Division 10 – Goods and documents left behind on premises

Entity power given to	Section of RTRA	Description
Former Lessor	363(2)	In the specified circumstances, the power to sell goods left on premises or to dispose of them and to form a reasonable belief on the grounds set out in that section.
Former Lessor	363(4)	Power to sell goods that are not reclaimed in the circumstances in that subsection.

## Part 2 – Ending of rooming accommodation agreements

### Division 1 – General

Entity power given to	Section of RTRA	Description
Provider	366(a)	In the specified circumstances, the power to enter into an agreement with the resident to end the rooming accommodation agreement.
Provider	366(b)	Power to give the resident a notice requiring the resident to leave the rental premises.
Provider	366(c)	Power to give a notice under this part terminating the agreement.

### Division 2 – Action by provider

#### Subdivision 1 – Notices to remedy breach given by provider

Entity power given to	Section of RTRA	Description
Provider	368(1)	Power to form a reasonable belief that a resident has breached a rooming accommodation agreement and that the breach has not been remedied.
Provider	368(2)	Power to give a resident a notice requiring a resident to remedy the breach.
Provider	368(3)(d)	Power to sign a notice.
Provider	368(4)	Power to form a reasonable belief of the steps necessary to remedy a breach or to avoid a further breach of a rooming accommodation agreement.



**Subdivision 2 – Notices to leave given by provider**

Entity power given to	Section of RTRA	Description
Provider	369(1)	In the specified circumstances, the power to give a resident a notice requiring the resident to leave the premises.
Provider	369(2)(d)	Power to sign a notice.
Provider	369(5)	Power to withdraw a notice at any time before a resident leaves.
Provider	370(1)	In the specified circumstances, the power to give a resident a written notice requiring the resident to leave the rental premises if the provider reasonably believes the circumstances of that subsection exist.
Provider	370(2)(b)	Power to sign a notice.
Provider	371	Power to give a resident a notice requiring the resident to leave premises in the circumstances prescribed in that subsection.
Provider	371(3)(d)	Power to sign the notice.
Provider	371A(2)	Power to give a resident a notice requiring the resident to leave the rental premises. <sup>69</sup>
Provider	371B(1)	Power to give a resident a notice requiring the resident to leave the rental premises if the provider requires the premises to be vacant for planned demolition or redevelopment. <sup>70</sup>
Provider	371C(1)	In specified circumstances, power to give a resident a notice requiring the resident to leave the premises. <sup>71</sup>
Provider	371D(1)	In the specified circumstances, power to give a resident a notice requiring the resident to leave the rental premises.
Provider	371E(2)	Power to give the resident a notice requiring the resident to leave the rental premises if the resident stops being a student.
Provider	372(2)	Power to give the resident a notice requiring the resident to leave the rental premises at the end of the rooming accommodation agreement. <sup>72</sup>
Provider	374(1)	In the specified circumstances, the power to give a notice to a resident requiring the resident to leave the rental premises.
Provider	374(2)(d)	Power to sign the notice.
Provider	375(2)	In the specified circumstances, the power to use reasonable and necessary force to remove a resident and the resident's property from rental premises.
Provider	375(4)	Power, for the purpose of exercising a power under subsection (2), to enter a resident's room.

<sup>69</sup> Note: This section commences on a date to be proclaimed.

<sup>70</sup> Note: This section commences on a date to be proclaimed.

<sup>71</sup> Note: This section commences on a date to be proclaimed.

<sup>72</sup> Note: This amendment commences on a date to be proclaimed.

## **Division 2 – Action by provider**

### ***Subdivision 3 – Applications for termination by provider***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	376(2)	Power to apply to a tribunal for a termination order.
Provider	377(1)	Power to apply to a tribunal for an order terminating a fixed term agreement on the grounds of excessive hardship if the agreement were not terminated.

## **Division 3 – Action by resident**

### ***Subdivision 2A – Domestic violence***

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	381E(3)	Power to give a notice stating the matter the matters in sub-paragraphs (a) to (c).
Provider	381H(2)	Power to apply to the tribunal for an order setting aside the notice because it does not comply with section 381B.

## **Division 4A – Death of sole resident**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	387A(1)(b)	Power to give the resident's personal representative or relative written notice that the agreement rooming accommodation agreement ends.

## **Division 5 – Procedural requirements and orders of tribunal**

<b>Entity power given to</b>	<b>Section of RTRA</b>	<b>Description</b>
Provider	388(1)	In the specified circumstances, the power to apply to a tribunal for a termination order.
Provider	393(2)	Power to form a reasonable belief that property is perishable or of market value less than the amount prescribed under regulation, or, the storage of goods would be unhealthy or unsafe.
Provider	393(5)	Power to form a reasonable belief that the market value of property is less than the amount prescribed under a regulation and donate the property to a charity instead of selling it under subsection (4)(b).
Provider	395(3)	Power to make an application to the public trustee to pay an amount to the provider from the unclaimed monies fund kept under the <i>Public Trustee Act 1978</i> .

## CHAPTER 6 – DISPUTE RESOLUTION

### Part 1 – Conciliation process for residential tenancy disputes and rooming accommodation disputes

#### Division 3 – Starting the conciliation process

Entity power given to	Section of RTRA	Description
Lessor	402(1)	Power to make a request to the authority to try to resolve a tenancy dispute.
Lessor	402(2)	Power to make a request to the authority to try to resolve a rooming accommodation dispute.

#### Division 4 – Conduct of conciliation process

Entity power given to	Section of RTRA	Description
Parties to Dispute	405(1)	Power to conduct the parties' case on own behalf.
Parties to Dispute	405(2)	In the specified circumstances, the power to represent the party in the conciliation process.
Parties to Dispute	408(2)	Power to agree with another party in dispute to resolve the dispute.

#### Division 5 – Withdrawal of disputes

Entity power given to	Section of RTRA	Description
Party in Dispute	410(1)	Power to give a written notice to an authority withdrawing a dispute resolution request.

### Part 2 - Application to tribunals

#### Division 3 – General powers of tribunals

Entity power given to	Section of RTRA	Description
Person	418(1)	In the specified circumstances, the power to apply to a tribunal for an order.
Lessor / Provider	419(1)	In the specified circumstances, the power to apply to a tribunal for an order it considers appropriate to resolve general disputes between lessors and tenants or providers and residents.
Lessor	419(2)	Power to apply to a tribunal for an order about a breach of agreement
Lessor	424(1)	In the specified circumstances, the power to apply to a tribunal for an order about tenants' notices.
Lessor / Provider	429(1)	In the specified circumstances, the power to apply to the tribunal for an order to resolve a dispute.

## CHAPTER 8 – CAUSING NUISANCE IN MOVEABLE DWELLING PARKS

Entity power given to	Section of RTRA	Description
Owner of a moveable dwelling park	455(1)	Power to apply to a tribunal for an order excluding a person from the park because of the person's behaviour in the park.
Owner of a moveable dwelling park	455(3)	In the specified circumstances, the power to give a written notice of application to a person.

## CHAPTER 13A – MATTERS RELATING TO PARTICULAR LEASES BY THE STATE AND COMMUNITY HOUSING PROVIDERS

Entity power given to	Section of RTRA	Description
Lessor / Community Housing Provider	527D(1)	In the specified circumstances, the power to give a written notice to a tenant to require the tenant to give a written undertaking.
Lessor / Community Housing Provider	527D(4)	In the specified circumstances, the power to enter into an acceptable behaviour agreement with a tenant.
Lessor / Community Housing Provider	527E(1)	In the specified circumstances, the power to apply to the tribunal for a termination order.

## **Limitations to the Exercise of Power**

1. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
2. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
3. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
4. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
5. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
6. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - RTRA - Sub-Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;

7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;
9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.

# **INSTRUMENT OF DELEGATION**

## ***Torres Strait Island Regional Council***

### **Water Supply (Safety and Reliability) Act 2008 ("WSSR")**

Under section 257 of the *Local Government Act 2009*, Torres Strait Island Regional Council resolves to delegate the exercise of the powers contained in Schedule 1 to the Chief Executive Officer.

These powers must be exercised subject to the limitations contained in Schedule 2.

All prior resolutions delegating the same powers to the Chief Executive Officer are repealed.

## Water Supply (Safety and Reliability) Act 2008 ("WSSR")

**CHAPTER 2 – INFRASTRUCTURE AND SERVICE****Part 3 – Service providers****Division 1 – Regulation of service providers*****Subdivision 1 – Application for registration***

Entity power given to	Section of WSSR	Description
Service Provider	20(1)	Power to apply for registration as a service provider.
Relevant Infrastructure Owner	21(1)(c)(ii)	Power to give written consent.

***Subdivision 2 – Changing registration details***

Entity power given to	Section of WSSR	Description
Water Service Provider	23(1)	Power to apply to change the service provider's details of registration in the service provider register.
Water Service Provider	23A(2)	In the specified circumstances, power to give the regulator notice of the change in the approved form.

***Subdivision 3 – Transferring registration***

Entity power given to	Section of WSSR	Description
Current Infrastructure Owner	25A(1)	In the specified circumstances, power to give the regulator notice (the <b>transfer notice</b> ) of the proposed transfer.

***Subdivision 4 – Cancelling registration other than for transfer***

Entity power given to	Section of WSSR	Description
Water Service Provider	26(2)	Power to give notice of the possible stoppage.
Water Service Provider	26(8)	In the specified circumstances, power to give notice of the stoppage.
Water Service Provider	28(1)	In the specified circumstances, power to apply to the regulator to have the provider's registration cancelled.
Water Service Provider	28(4)(b)	In the specified circumstances, power to verify information included in the application, or the additional information provided under section 28(4)(a), by statutory declaration.



## Division 2 – General powers of service providers and authorised persons

Entity power given to	Section of WSSR	Description
Water Service Provider	33(2)	In the specified circumstances, power to give a person a notice asking the person stated in the notice, why the person's unauthorised connection should not be disconnected.
Water Service Provider	33(4)	In the specified circumstances, power to be satisfied regarding whether an unauthorised connection should be disconnected.
Water Service Provider	34(2)	In the specified circumstances, power to give an owner a notice to do work within a reasonable time stated in the notice, to: (a) rectify the equipment; or (b) remove the vegetation or other thing.
Water Service Provider	35(1)	Power to decide the position of a meter on infrastructure supplying water to premises, and to approve the installation of that meter in the position decided.
Water Service Provider	36(2)(b)	In the specified circumstances, power to give an occupier at least 14 days notice of the entry and the purpose of the entry.
Water Service Provider	36(2)(c)	In the specified circumstances, the power to decide that urgent action needs to be taken to protect the service providers infrastructure at the place.

## Division 3 – Power to restrict water supply

Entity power given to	Section of WSSR	Description
Water Service Provider <u>outside the SEQ Region</u>	41(1) <sup>1</sup>	Power to consider it necessary, to restrict: (a) the volume of water taken by or supplied to a customer or type of customer; or (b) the hours when water may be used on premises for stated purposes; or (c) the way water may be used on premises.
Water Service Provider	41(3)	Power to apply a restriction imposed under section 41(1) to water taken from a rainwater tank connected to the service provider's reticulated supply.
Water Service Provider	43(1)	Power to give notice of a service provider water restriction to anyone affected by it in the way you consider appropriate having regard to the circumstances in which the service provider water restriction is imposed.
Water Service Provider	44(1)	Power to shut off a water supply to premises for a time reasonably necessary for work to be performed on the service provider's infrastructure, including a property service.
Water Service Provider	44(2)	In the specified circumstances, power to give to anyone likely to be affected by shutting off the water supply at least 48 hours notice of the intention to shut off the water supply, advising the reasons for shutting it off, and for how long it will be shut off.
Water Service Provider	44(3)	In the specified circumstances, power to shut off water supply, without notice, if there is: (a) a serious risk to public health;

<sup>1</sup> The power to impose such a restriction is only available if it is made under one of the circumstances specified in Section 41(2).

		(b) a likelihood of serious injury to persons or damage to property; or (c) another emergency.
Water Service Provider	44(4)	In the specified circumstances power to give, to anyone likely to be affected by the action: (a) notice of the action; and (b) the reasons for the action; and (c) if the action is continuing when the notice is given - notice about how long the action will continue.

#### Division 4 – Authorised persons

Entity power given to	Section of WSSR	Description
Service Provider	45(1)	Power to appoint a person to be an authorised person if: (a) satisfied the person has the necessary expertise or experience to be an authorised person; or (b) the person has satisfactorily finished training approved by the service provider.
Service Provider	45(2)	Power to be satisfied that the person: (a) can perform the functions of an authorised person safely; and (b) can, while performing those functions, mitigate any risks to public health and safety.

#### Division 6 – Water efficiency management plans

Entity power given to	Section of WSSR	Description
Water Service Provider	52(2)	Upon written direction of the Chief Executive, under section 52(1) power to give a customer, or type of customer, a written notice: (a) to prepare a plan (a <b><i>water efficiency management plan</i></b> ); and (b) to give it to the water service provider within the reasonable time stated by the Chief Executive.
Water Service Provider	52(3)(a)	In the specified circumstances, power to give a customer, or type of customer, a written notice, to prepare a plan (also a <b><i>water efficiency management plan</i></b> ).
Water Service Provider	52(3)(b)	Power to decide the reasonable period within which the customer, or type of customer, must provide the plan (also a <b><i>water efficiency management plan</i></b> ).
Water Service Provider	54(1)	For deciding whether or not to approve a water efficiency management plan, power to require the customer to give additional information about the plan within a reasonable period.
Water Service Provider	54(2)	Power to approve, with or without conditions, or refuse to approve a water efficiency management plan: (1) if additional information is not required – within 60 business days after receiving the plan; or (2) if additional information is required – within 60 business days of when the information is received or should have been given, whichever is earlier.

Water Service Provider	54(3)	In the specified circumstances, power to give the customer an information notice.
Water Service Provider	54(5)	Power to extend the period of 20 business days mentioned in section 54(4).
Water Service Provider	57(2)	Upon the direction of the Chief Executive, power to give a customer, or type of customer, a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend an approved water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive; or</li> <li>(b) prepare a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the Chief Executive.</li> </ul>
Water Service Provider	58(1)	Power to be satisfied that: <ul style="list-style-type: none"> <li>(a) for a customer, or a type of customer, production output or water consumption has increased significantly; or</li> <li>(b) the cost effectiveness of implementing an approved water efficiency management plan is likely to have changed significantly; or</li> <li>(c) there is or there is likely to be a severe water supply shortage.</li> </ul>
Water Service Provider	58(2)	Subject to being satisfied under section 58(1), power to give the customer a written notice requiring the customer to: <ul style="list-style-type: none"> <li>(a) amend the plan and give it to the water service provider within the reasonable time stated by the water service provider; or</li> <li>(b) prepared a new water efficiency management plan and give it to the water service provider within the reasonable time stated by the water service provider.</li> </ul>
Water Service Provider	59(2)	Power to decide a request from a customer under section 59(1).
Water Service Provider	60(1)	Power to be satisfied or reasonably believe that a customer to whom an approved water efficiency management plan applies has not complied with the plan.
Water Service Provider	60(2)	In the specified circumstances, power to give the customer a notice, requiring the customer to comply with the plan within the reasonable time stated in the notice.
Water Service Provider	61(1)	Power to ensure a customer to whom an approved water efficiency management plan applies reviews the plan when the water service provider considers it appropriate.

#### **Part 4 –**

#### **Service providers obligations**

#### **Division 1 – Drinking water quality management**

#### ***Subdivision 2 – Drinking water quality management plans***

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Drinking Water Service Provider	95(1)	Power to apply to the regulator for approval of a drinking water quality management plan.
Drinking Water Service Provider	99A(1)	In certain circumstances, power to agree with the regulator to amend the providers approved drinking water quality management plan.

Drinking Water Service Provider	100(2)	Power to apply to the regulator for approval of a proposed amended drinking water quality management plan.
Drinking Water Service Provider	102(2)	Power to inform the regulator of noncompliance and the circumstances that gave rise to the noncompliance.
Drinking Water Service Provider	102(3)	Power to give the regulator notice of the following in the approved form: <ul style="list-style-type: none"> <li>(a) the noncompliance and the circumstances that gave rise to the noncompliance;</li> <li>(b) any action taken, or to be taken, by the provider to correct the noncompliance; and</li> <li>(c) the measures the provider will take to prevent the noncompliance in the future.</li> </ul>
Drinking Water Service Provider	102A(2)	In the specified circumstances, power to immediately inform the regulator of the prescribed incident.
Drinking Water Service Provider	102A(3)	In the specified circumstances, power to give the regulator notice of the following in the approved form: <ul style="list-style-type: none"> <li>(a) the prescribed incident and the circumstances that gave rise to the incident;</li> <li>(b) any action taken, or to be taken, by the provider relating to the prescribed incident; and</li> <li>(c) the measures the provider will take to prevent the prescribed incident happening again in the future.</li> </ul>
Drinking Water Service Provider	103(2)	Power to give a notice to the owner of water storage or other infrastructure to ask the owner to give the drinking water service provider information reasonably requested about the quality of water in the water storage or infrastructure.
Service Provider	107(2)(b)	In the specified circumstances, power to apply to the regulator for approval of an amended plan.
Service provider	109(1)	Power to sign a statutory declaration on behalf of the service provider.

### Division 3 – Customer service standards

Entity power given to	Section of WSSR	Description
Service Provider	115(3)	Power to consider submissions made to the provider about the proposed customer service standard.

### Division 5 – Reporting for particular financial years

Entity power given to	Section of WSSR	Description
Service Provider	142(2)(a)	Power to prepare a drinking water quality management plan report.
Service Provider	142(2)(b)	Power to give the regulator a copy of the drinking water quality management plan report.
Relevant infrastructure owner	142C(2)	In the specified circumstances, power to provide written agreement to a drinking water quality management plan report.

### Division 6 – Water for fire fighting

Entity power given to	Section of WSSR	Description
Service Provider	145(1)	Power to permit a person to take water from a fire fighting system or a service provider's hydrant.

### Part 5 – Service areas

#### Division 3 – Access to services in service areas

Entity power given to	Section of WSSR	Description
Service Provider	166(3)	In the specified circumstances, power to impose conditions on the installation of water storage tanks and pumps.

#### Division 4 – Connecting to particular registered services

Entity power given to	Section of WSSR	Description
Service Provider	167(2)	In the specified circumstances, power to advise an owner of any work that is considered reasonably necessary to be carried out on premises and any reasonable connection fee to enable the premises to be connected to the infrastructure.
Service Provider	168(1)	Power to, by notice given to the owner of premises in the service area, require the owner to carry out works for connecting the premises to a registered service.
Service Provider	168(2)(c)	In the specified circumstances, power to agree to an extension of the period within which the work must be completed.

#### Division 5 – Restricting domestic water supply

Entity power given to	Section of WSSR	Description
Service Provider	169(1)	Power to give a notice to an owner or occupier of domestic premises not to contravene a restriction or to pay a rate or charge for a service.
Service Provider	169(2)	Power to decide the minimum level of water necessary for the health and sanitation purposes of the owner or occupier.

### Part 6 – Trade waste and seepage water approvals

Entity power given to	Section of WSSR	Description
Sewerage Service Provider	180(1)	In the specified circumstances, power to give a person: <ul style="list-style-type: none"> <li>(a) an approval to discharge trade waste (a <b>trade waste approval</b>) into Council's sewerage infrastructure; and</li> <li>(b) an approval to discharge seepage water (a <b>seepage water approval</b>) into Council's sewerage infrastructure.</li> </ul>
Sewerage Service Provider	180(3)	Power to consider the effect of the proposed discharge on any existing or potential re-use of waste water or sludge.
Sewerage Service Provider	180(4)	Power to be satisfied: <ul style="list-style-type: none"> <li>(a) having regard to the amount, type and strength of the proposed discharge, the discharge will not harm the</li> </ul>

		<p>sewerage or the health and safety of anyone working on the sewerage; and</p> <p>(b) the sewage treatment plant to treat the discharge is capable of treating the discharge to an acceptable standard.</p>
Sewerage Service Provider	180(5)	In the specified circumstances, power to be satisfied the proposed discharge into the sewerage is consistent with the plan.
Sewerage Service Provider	181(1)	Power to give a trade waste approval or seepage water approval on conditions.
Sewerage Service Provider	182	Power to suspend or cancel a trade waste approval or a seepage water approval (the <b>proposed action</b> ) if satisfied any of the specified circumstances applies.
Sewerage Service Provider	183(1)	In the specified circumstances, power to give an approval holder a show cause notice about the proposed action.
Sewerage Service Provider	183(2)	<p>Power to consider submissions made in response to a show cause notice, to be satisfied the proposed action should be taken, and then to:</p> <p>(a) if the proposed action was to suspend the approval for a stated period - suspend the approval for not longer the proposed suspension period; or</p> <p>(b) if the proposed action was to cancel the approval - either cancel the approval or suspend it for a period.</p>
Sewerage Service Provider	183(3)	In the specified circumstances, power to give the approval holder an information notice about the decision.
Sewerage Service Provider	183(4)	Power to consider any submissions and, if not satisfied the proposed action should be taken, the power to give the approval holder a notice about the decision.
Sewerage Service Provider	184(1)	<p>In the specified circumstances, power to suspend or cancel an approval without giving a show cause notice, if further action is considered necessary:</p> <p>(a) in the interests of public health or safety; or</p> <p>(b) to prevent environmental harm; or</p> <p>(c) to prevent damage to Council's sewerage system.</p>
Sewerage Service Provider	184(2)	In the specified circumstances, power to cancel a trade waste approval given by the sewerage service provider.
Sewerage Service Provider	184(3)	In the specified circumstances, power to give the approval holder an information notice about the action.
Sewerage Service Provider	185(2)	Power to give a notice to the approval holder to amend a trade waste approval to ensure that it is consistent with conditions mentioned in section 185(1)(a).

## Part 7 – Offences

Entity power given to	Section of WSSR	Description
Service Provider	191	Power to give written consent to a person connecting to, or disconnecting from, the service provider's infrastructure.
Service Provider	192(1)	Power to give written consent to a person interfering with a service provider's infrastructure.
Service Provider	192(2)	Power to give written consent to a person building over, interfering with access to, increasing or reducing the cover over, or changing the surface of land in any way causing ponding of

		water over an access chamber for, a service provider's infrastructure.
Service Provider	193(3)	Power to give written consent to a person discharging water from an ornamental pond, a swimming pool or the filtration system of a swimming pool into a service provider's infrastructure.
Service Provider	195(1)	Power to give written approval to a person taking water from a service provider's infrastructure.
Service Provider	195(2)	In the specified circumstances, power to give written approval to a person taking water from a supply pipe on premises for use off the premises.

## CHAPTER 3 – RECYCLED WATER MANAGEMENT

### Part 1A – Recycled water schemes

#### Division 1 – Registration

Entity power given to	Section of WSSR	Description
Relevant entity for a recycled water scheme	196AA(1)	Power to apply for registration of the scheme.

#### Division 2 – Changing registration details

Entity power given to	Section of WSSR	Description
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AD(1)	Power to apply to change the details of the registration recorded in the register.
Relevant entity for a recycled water scheme which is registered under Chapter 3, Part 1A, Division 2	196AE(1)	Power to apply to cancel the registration if the recycled water is no longer supplied under the scheme.

### Part 2 – Recycled water management planning

Entity power given to	Section of WSSR	Description
Recycled Water Provider	202(1)	Power to apply to the regulator for approval of a recycled water management plan.
Recycled Water Provider	203(1)(b)	Power to sign a statutory declaration verifying the information included in the plan, or any additional information given under section 203(1)(a).
Recycled Water Provider	208(2)	Power to give regulator notice of a stoppage or proposed stoppage of the production or supply of recycled water, in accordance with the circumstances of that section.
Recycled Water Provider	208(5)	Power to, as soon as practicable, give the regulator notice of the stoppage or proposed stoppage of the production or supply

		of recycled water under a scheme and otherwise in the circumstances of that section.
Recycled Water Provider	209(1)	Power to obtain the regulator's agreement to amend the recycled water management plan for the scheme.
Recycled Water Provider	212(2)	Power to apply to the regulator for approval of the proposed amended recycled water management plan.
Recycled Water Provider	212(3)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: <ul style="list-style-type: none"> <li>(a) the recycled water management plan were a reference to the amended recycled water management plan; and</li> <li>(b) the plan were a reference to the amended plan.</li> </ul>
Relevant entity for the recycled water scheme	215(1)	If a recycled water management plan has been suspended, power to apply to the regulator for an approval to resume supply of recycled water under the scheme.
Recycled Water Provider	215(3)	Power to exercise the delegable powers (if any) contained in sections 203 and 204 as if a reference in the sections to: <ul style="list-style-type: none"> <li>(a) the recycled water management plan were a reference to the suspended recycled water management plan; and</li> <li>(b) the plan were a reference to the suspended plan.</li> </ul>
Recycled Water Provider	215(7)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: <ul style="list-style-type: none"> <li>(a) the recycled water management plan were a reference to the amended recycled water management plan; and</li> <li>(b) the plan were a reference to the amended plan.</li> </ul>

### **Part 3 – Notice about permanently stopping supply of recycled water**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	230(2)	Power to give a notice to the regulator of a proposed stoppage at least 30 days before the supply of recycled water is stopped.
Relevant entity for the critical recycled water scheme (if relevant)	230(4)	Power to give the regulator notice of the proposed stoppage at least 60 days before supply of the recycled water is stopped.
Relevant entity for the critical recycled water scheme (if relevant)	230(6)(b)	Power to sign a statutory declaration verifying the information included in the notice, or any additional information given under section 230(6)(a).
Recycled Water Provider	230(9)	Power to give the regulator notice of a stoppage of recycled water under recycled water scheme within 5 days after the supply stops.

### **Part 4 – Validation Programs**

**[This part applies to a recycled water scheme if recycled water is proposed to be supplied under the scheme to augment a supply of drinking water.]**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	237(1)	Power to apply to the regulator for approval of a validation program.



Relevant entity for the critical recycled water scheme (if relevant)	238(1)(b)	Power to sign a statutory declaration verifying the information included in the program, or any additional information given under section 238(1)(a).
Relevant Entity	242(2)	Power to apply to the regulator for approval of the proposed amended validation program.
Recycled Water Provider	242(3)	Power to exercise the delegable powers (if any) contained in sections 237(2) and sections 238 to 241 as if a reference in the sections to: (a) the validation program were a reference to the amended validation program; and (b) the program were a reference to the amended program.

## **Part 6 – Reviews and audits of recycled water management plans**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Recycled Water Provider	259(2)(b)	In the specified circumstances, power to apply to the regulator for approval of the amended plan.
Scheme Manager	259(4)	In the specified circumstances, power to apply to the regulator for approval of the amended recycled water management plan for the scheme.
Recycled Water Provider	259(6)	Power to exercise the delegable powers (if any) contained in sections 202(2), (3) and (4), and sections 203 to 208 as if a reference in the sections to: (a) the recycled water management plan were a reference to the amended recycled water management plan; and (b) the plan were a reference to the amended plan.

## **Part 7 – Reporting requirements**

### **Division 4 – Connecting to registered services**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Alerting entity	270(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for the noncompliance, the responsible entity, of the noncompliance and the circumstances that gave rise to the noncompliance.
Responsible entity for the non-compliance	270(4)	Power to give the regulator notice of the following: (a) the noncompliance and the circumstances that gave rise to the noncompliance; (b) any action taken, or to be taken, by the entity to correct the noncompliance; and (c) the measures the entity will take to prevent the noncompliance in the future.
Alerting entity	271(2)	In the specified circumstances, power to immediately inform the regulator and, if another entity is the responsible entity for prescribed incident, the responsible entity, of the prescribed incident.
Alerting entity	271(4)	In the specified circumstances, power to give the regulator notice of: (a) the prescribed incident and the circumstances that gave rise to the prescribed incident;

		<p>(b) any action taken, or to be taken, by the entity relating to the prescribed incident; and</p> <p>(c) the measures the entity will take to prevent the prescribed incident happening again in the future.</p>
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## **Part 8 – Declaration of critical recycled water schemes**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Entity to whom a notice of the regulator's intention to make a decision	303(4)(e)	Power to give the regulator a notice about who the provider and entities agree is the scheme manager.
Relevant entity for a critical recycled water scheme	306(1)	Power to considers the scheme should not be a critical recycled water scheme, and to ask the regulator to review the making of the declaration.
Recycled water providers / entity declared to be part of the scheme	307(2)	In the specified circumstances, power to give the regulator notice of who is the scheme manager.

## **Part 10 – Miscellaneous**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Scheme manager for a multiple-entity recycled water scheme	333(2)	In the specified circumstances, power to, by notice, require a recycled water provider or other declared entity for the scheme to give the scheme manager, within a stated reasonable period, information the scheme manager reasonably requires to comply with the scheme manager's obligations under this Act.

# **CHAPTER 4 – REFERABLE DAMS AND FLOOD AND DROUGHT MITIGATION**

## **Part 1 – Referrable dams**

### **Division 2A – Emergency action planning and reporting**

#### ***Subdivision 1 – Preliminary***

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	352F	Power to prepare an emergency action plan for a dam under subdivision 3 and to give it to the Chief Executive for approval.

#### ***Subdivision 3 – Preparation of emergency actions plans***

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Local Government	352HB(1)	Power to assess and decide whether the emergency action plan is consistent with its disaster management plan.
Local Government	352HB(2)	Power to consult with its local group for the plan.

**Subdivision 6 – Reviewing emergency action plans**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	352O(2)(c)(ii)	Power to give an emergency action plan for a dam to the Chief Executive.
Owner of a referable dam	352P	The power, before 1 October each year to: (a) review the approved emergency action plan for the dam; and (b) give to the Chief Executive: (i) a notice stating whether or not the owner proposes an amendment to the plan because of the review; and (ii) if the owner proposes an amendment – a copy of the plan including the proposed amendment.

**Subdivision 7 – Amending emergency action plans**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	352Q(1)	Power to ask the Chief Executive to amend the approved emergency action plan for the dam to: 1.1 correct a minor error; or 1.2 make another change that is not a change of substance.

**Subdivision 9 – Emergency event reporting**

Entity power given to	Section of WSSR	Description
Owner of referable dam	352T(2)	Power to prepare a report (an <b>emergency event report</b> ) and to give it to the Chief Executive.
Owner of referable dam	352T(2)(a)	Power to consider when the dam hazard giving rise to the event is no longer a material risk to persons or property.
Owner of referable dam	352T(2)(b)	Power to agree a further period in writing with the Chief Executive.
Owner of referable dam	352U(3)	Power to prepare a report (an <b>emergency event interim report</b> ) and to give it to the Chief Executive officer in accordance with section 352U(2).

**Division 3 – Safety conditions for existing referable dams**

Entity power given to	Section of WSSR	Description
Owner of a referable dam	354(3)(b)	Power to agree with the Chief Executive, an extended period for deciding safety conditions.

**Subdivision 2 – Chief Executive may give direction or take action about failure of dam**

Entity power given to	Section of WSSR	Description
Owner of land on which a dam is situated / operator of a dam	359(3)	Power to comply with a notice issued under section 359(1).

Owner of land on which a dam is situated / operator of a dam	359(4)	Power to give to the Chief Executive officer, a notice that the person intends to remove the dam.
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## **Part 2 – Flood mitigation manuals and reporting**

### **Division 2 – Preparation of flood mitigation manuals**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	371C	Power to prepare a flood mitigation manual for a dam under division 2 and to give it to the minister for approval.

### **Division 3 – Approving flood mitigation manuals**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	371H(2)	Power to prepare a new flood mitigation manual and give it to the minister in compliance with a notice given under section 371H.

### **Division 4 – Amending and reviewing flood mitigation manuals**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	372(2)	Power to amend a flood mitigation manual for a dam in compliance with a notice issued under section 372(1).
Owner of a referable dam	373	Power to: <ul style="list-style-type: none"> <li>(a) review and, if necessary, update a flood mitigation manual; and</li> <li>(b) give a copy of it to the minister for the minister's approval under division 3.</li> </ul>

### **Division 5 – Renewing flood mitigation manuals**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	374(2)	Power to prepare a new flood mitigation manual for a dam and give it to the minister for approval.

### **Division 6 – Annual preparedness report**

<b>Entity power given to</b>	<b>Section of WSSR</b>	<b>Description</b>
Owner of a referable dam	375	Power to after 1 August and before 1 September each year: <ul style="list-style-type: none"> <li>(a) prepare a report (an annual preparedness report) under division 6 about the level of preparedness of the dam for a flood event under a flood mitigation manual; and</li> <li>(b) give the report to the Chief Executive.</li> </ul>

### Division 8 – Authorising alternative operational procedures

Entity power given to	Section of WSSR	Description
Owner of a referable dam	378	Power to reasonably consider that: (a) an operational strategy under a flood mitigation manual for a dam does not provide or adequately provide for the flood event; (b) to achieve an objective under the flood mitigation manual and to respond effectively to a flood event that is necessary to: (i) disregard an operational procedure under the manual (the <b>existing procedure</b> ); and (ii) observe a different operational procedure (the <b>alternative procedure</b> ).
Owner of a referable dam	379(1)	Power to give the Chief Executive the information referred to in that section (the <b>authorisation request information</b> ).
Owner of a referable dam	379(2)	Power to give the Chief Executive the authorisation to request information orally.
Owner of a referable dam	379(3)	Power to give the authorisation request information in writing as soon as practicable after giving the Chief Executive the information orally.
Owner of a referable dam	381(1)	Power to make reasonable efforts to contact the Chief Executive to give the Chief Executive the authorisation request information for the alternative procedure.
Owner of a referable dam	381(4)	Power to, as soon as practicable after failing to contact, or losing contact with, the Chief Executive, record the authorisation request information in writing and give it to the Chief Executive.
Owner of a referable dam	381(6)	Power to form the reasonable belief that the Chief Executive is no longer able to respond to the owner for the purpose of subsection (2).

### Division 9 – Flood event reporting

Entity power given to	Section of WSSR	Description
Owner of a referable dam	383(2)	Power to prepare a report (a <b>flood event report</b> ) under division 9 and give it to the Chief Executive.
Owner of a referable dam	383(2)(b)	Power to agree to a further period in writing with the Chief Executive.
Owner of a referable dam	384(3)	Power to comply with a notice given to the owner of the dam under section 384(2).

### Part 4 – Reducing full supply level for safety purposes

Entity power given to	Section of WSSR	Description
Dam Owner	399B(1)	Power to form the belief, based on the advice of a registered professional engineer, that there is an unacceptable risk of a failure of a dam if it operates at the full supply level stated in the resource operations licence for the dam.
Owner	399B(2)	Power to reduce the full supply level of the dam to the level (the <b>reduced full supply level</b> ) that lowers the risk of a failure of

		the dam to a level acceptable to the owner, having regard to the advice of the registered professional engineer.
Owner	399B(4)	Power to consider and include in a notice: 1.1 the reasons why it is necessary to operate the dam at the reduced full supply level; and 1.2 the period for which it is necessary to operate the dam at the reduced supply level.
Owner	399C(3)(a)	Power to decide and include in a report when the owner intends to allow the dam to return to the full supply level stated in the resource operations licence for the dam.
Service Provider	399C(3)(b)	Power to consider and decide and include in a report: i. the impacts the reduced full supply level has had on the provider's customers since its reduction; ii. the likely future impacts on customers for the period for which the provider proposes to keep the dam at a reduced full supply level; and iii. the impacts the reduced full supply level has had or is likely to have on achieving the water plan outcomes for a water plan under the Water Act.

## CHAPTER 5 – INVESTIGATIONS AND ENFORCEMENT MATTERS

### Part 5A – Particular provisions to monitor relevant service providers

#### Division 2 – Improvement plans

Entity power given to	Section of WSSR	Description
Service Provider	446(2)	Power to make an improvement plan.
Service Provider	447	Power to make an improvement plan.

### Part 8 – Notices of cost recovery

#### Division 1 – Show cause notices

Entity power given to	Section of WSSR	Description
Person given a show cause notice, or a copy of a show cause notice	463(1)(d)	Power to make submissions about the show cause notice.

### Part 9 – Enforcement proceeding

Entity power given to	Section of WSSR	Description
Service Provider	475(2)(b) and (c)	Power to start a proceeding for a stated provision.
Service Provider	475(5)	Power to give the Chief Executive notice of the proceeding.
Service Provider	476(1)	Power to commence a proceeding for an enforcement order on behalf of the service provider.

## CHAPTER 6 – OFFENCES, EVIDENTIARY MATTERS AND LEGAL PROCEEDINGS

### Part 3 – Legal proceedings for offences

Entity power given to	Section of WSSR	Description
Person / Service Provider	496	Power to give notice to the Chief Executive of a proceeding.
Person	498(1)	Power to commence a proceeding on behalf of the service provider.

## CHAPTER 7 – REVIEWS, APPEALS AND ARBITRATION

### Part 1 – Preliminary

Entity power given to	Section of WSSR	Description
Interested person for an original decision	512(1)	Power to apply for an internal review of an original decision.
Recipient of a submitter notice	513(3)	Power to make written submissions on the internal review application to the reviewer.

### Part 3 – Appeals and external reviews

Entity power given to	Section of WSSR	Description
Interested person who applied for an internal review of the original decision	517(1)	Power to appeal against or apply for an external review of the review decision under this section.

### Part 4 – Arbitration

Entity power given to	Section of WSSR	Description
Interested person who applied an internal review of the original decision	524(2)	Power to, if dissatisfied with a decision, give the authority under the <i>Queensland Competition Authority Act 1997</i> a notice (a <b>dispute notice</b> ) applying for arbitration on the decision.
Application for arbitration	524A(2)	Power to apply for a stay of a review decision to a Court with jurisdiction to hear the proceeding.
Interested person who gave dispute notice	526	Power to withdraw the dispute notice at any time before the authority makes its decision on the dispute.

## CHAPTER 8 – MISCELLANEOUS

### Part 2 – Relationship with Planning Act

Entity power given to	Section of WSSR	Description
Person	562(2)	Power to appeal against a decision about the application to the Land Court.

### Part 3 – Other miscellaneous provisions

Entity power given to	Section of WSSR	Description
Water Service Provider	573	Power to make guidelines to provide guidance to persons about preparing a water efficiency management plan.
Water Service Provider	575(2)(a)	Power to consider that the information in the document is cybersecurity information.
Water Service Provider	575(2A)	Power to consider whether it is appropriate to keep a copy of the document available for inspection by the public at other places.
Water Service Provider	575A(2)	Power to consider that information in the document is cybersecurity information.

## CHAPTER 10 – OTHER TRANSITIONAL PROVISIONS

### Part 8 – Transitional provisions for *Electricity and Other Legislation Amendment Act 2014*

Entity power given to	Section of WSSR	Description
Administering Authority	670(2)	Power to amend the CSG environmental authority to include public health conditions.
Administering Authority	670(3)	Power to consider an amendment necessary or desirable.
Administering Authority	671(2)	Power to amend the CSG environmental authority to include public health conditions.
Administering Authority	671(3)(a)	Power to consider the amendment necessary or desirable.



## **LIMITATIONS TO THE EXERCISE OF POWER**

2. Where Council in its budget or by resolution allocates an amount for the expenditure of Council funds in relation to a particular matter, in exercising delegated power in relation to that matter, the delegate will only commit Council to reasonably foreseeable expenditure up to the amount allocated.
3. The delegate will not exercise any delegated power in relation to a matter which, to the delegate's knowledge, adversely affects, or is likely to adversely affect, Council's relations with the public at large.
4. The delegate will not exercise any delegated power contrary to a resolution or other decision of Council (including a policy decision relating to the matter).
5. The delegate will not exercise any delegated power in a manner, or which has the foreseeable effect, of being contrary to an adopted Council policy or procedure.
6. The delegate will only exercise a delegated power under this resolution in a manner which complies with the requirements of Council's Planning Scheme, and any exercise of power which involves a departure from or variation of those requirements will only be undertaken by Council.
7. The delegate will not exercise any delegated power which cannot lawfully be the subject of delegation by Council.

[2021 10 20 - RTRA - Delegation Instrument]

### **Conditions imposed on all Delegations**

1. Delegated powers must be read in the context of other powers and subject to conditions stipulated therein;
2. Delegated powers must be exercised consistently with the provisions of Local Government Acts or Regulations, Council Policies and Procedure, Local Laws and Subordinate Local Laws;
3. Any decisions must be made within the financial delegation of the delegate;
4. The delegate shall not give Council opinions and if opinions are to be provided, may only provide personal opinions of the delegate, not in an official capacity as an employee of the Council;
5. Delegated powers only apply to the delegate to the extent that they relate to a delegate's scope of duties as particularised in the Position Description pertaining to that delegate, or as otherwise approved in writing by the CEO or by Council Policy;
6. A delegate may not sub-delegate a power provided for in this Register to a subordinate staff member without the express written consent of the Chief Executive Officer or under a Policy or Procedure adopted by Council;
7. Any power that is not delegable under a Local Government Act or Regulation, shall not be delegable under this instrument;
8. All delegations are subject to conditions imposed in the original delegation to CEO contained in the Instrument of Delegations of Local Government;

9. Whilst exercising a power, the delegate must take into account Ailan Kastom as defined in section 6 of the *Torres Strait Islander Land Act 1991* (Qld); and
10. All Powers delegated to the Chief Executive Officer in this Instrument shall be subject to prior Council consultation where exercise of such Power in all reasonable likelihood shall:
  - 
  - a. impact on land and/or sea; and/or
  - b. involve payment of compensation regarding land; and/or
  - c. require a budget amendment.