

LEGISLATIVE COUNCIL

CONSUMER LEGISLATION AMENDMENT BILL 2026

(Amendments to be proposed in Committee by MELINA BATH)

1. Clause 58, line 13, after "additional" insert "or a replacement".
2. Clause 58, line 14, omit "device," and insert "device to access to rented premises,".
2. Clause 58, line 19, after "additional" insert "or replacement".
4. Clause 58, line 20, omit "to the renter." and insert "to access rented premises to the renter; and".
5. Clause 58, after line 20 insert—
 - "(c) if the request is made by a renter whose rented premises are at risk of unauthorised access or who advises the residential rental provider that the renter is at risk of family violence or personal violence, must—
 - (i) give the renter the additional or replacement key or security device within 24 hours after the request is made; or
 - (ii) if giving the renter the additional or replacement key or security device within 24 hours after the request is made is not reasonably practicable because of circumstances beyond the residential rental provider's control, take all reasonable steps within that period to provide the renter with secure access and give the key or security device as soon as practicable."
6. Clause 58, line 23, after "additional" insert "or replacement".
7. Clause 58, line 24, omit "device;" and insert "device to access rented premises;".
8. Clause 58, line 26, after "additional" insert "or replacement".
9. Clause 58, line 27, omit "device." and insert "device to access rented premises."
10. Clause 58, after line 27 insert—
 - "(3A) Despite subsection (2)(b), if the request is made by a renter who advises the residential rental provider that the renter is at risk of family violence or personal violence, the residential rental provider must not charge the renter a fee for giving the additional key or security device.
 - (3B) A renter may request that the residential rental provider disable a key or security device if the key or security device—
 - (a) is lost or stolen; or
 - (b) is copied, disclosed or otherwise compromised; or
 - (c) presents a security risk.

- (3C) On receiving a request under subsection (3B), the residential rental provider must—
- (a) disable the key or security device as soon as practicable after receiving the request; and
 - (b) ensure that disabling the key or security device does not prevent another renter from accessing the rented premises; and
 - (c) give the requesting renter a replacement means of access.
- (3D) If a request under subsection (3B) relates to family violence or personal violence, the residential rental provider must disable the key or security device without delay."
11. Clause 58, lines 28 to 33 and page 71, lines 1 and 2, omit all words and expressions on these lines and insert—
- '(4) After a residential rental agreement ends, or is terminated, a renter must—
- (a) return all keys and security devices provided by the residential rental provider and in the renter's possession or control; and
 - (b) cease using, and where reasonably practicable delete, any digital credential or mobile application provided to the renter for the purposes of providing the renter with access to the rented premises.
- (5) After a residential rental agreement ends, or is terminated, a residential rental provider must—
- (a) disable each electronic or digital key or security device provided in connection with the agreement; and
 - (b) if possible, disable any unreturned key or security device; and
 - (c) if an unreturned key or security device gives rise to a reasonable risk of unauthorised access to the rented premises, take reasonable steps to secure the premises.
- (6) In this section—
- key or security device*** includes any of the following—
- (a) a key, fob, remote control or access card; and
 - (b) an access code, password, personal identification number or digital credential; and
 - (c) a mobile application, or access authority within a mobile application, used to unlock or obtain access to rented premises; and
 - (d) any other physical or electronic thing used to unlock or obtain access to rented premises.".'.
12. Clause 59, page 72, after line 11 insert—
- "(ba) the key or security device is disabled under section 54A(3C);".
13. Clause 59, page 72, line 17, omit '(1A)).' and insert "(1A)).".

14. Clause 59, page 72, after line 17 insert—

'(4) In this section—

key or security device includes any of the following—

- (a) a key, fob, remote control or access card; and
- (b) an access code, password, personal identification number or digital credential; and
- (c) a mobile application, or access authority within a mobile application, used to unlock or obtain access to rented premises; and
- (d) any other physical or electronic thing used to unlock or obtain access to rented premises."'.