

TASMANIA

COVID-19 Disease Emergency (Miscellaneous Provisions) Act 2020

NOTICE UNDER SECTION 22

I, PETER CARL GUTWEIN, the Premier, in pursuance of section 22 of the *COVID-19 Disease Emergency (Miscellaneous Provisions) Act 2020*, declare that, despite any provision of a lease, in relation to premises, that is a residential tenancy agreement to which the *Residential Tenancy Act 1997* (“the Act”) applies –

- (a) the lease may not be terminated within the emergency period if there is, in relation to the premises, a notice to vacate that is served within that period on the tenant in relation to the premises, except –
 - (i) if the lease is terminated by an order under section 38A of the Act; or
 - (ii) with the agreement of the tenant; and
- (b) the lease may not be terminated within the emergency period if there is, in relation to the premises, a notice to vacate that is served, before the day on which this notice takes effect, on the tenant in relation to the lease and the tenant has not, before that day, delivered vacant possession of the premises to the landlord, except if –
 - (i) the lease is not a fixed term lease, within the meaning of the Act; and
 - (ii) the notice to vacate is served on the tenant because the premises are to be sold; and
- (c) the lease may not be terminated within the emergency period if there is, in relation to the premises, a notice to vacate, for the reasons referred to in section 42(1)(a) of the Act, that is served on the tenant in relation to a failure of the tenant to comply with section 52 of the Act –

and specify that this notice remains in effect for the period of 90 days after it takes effect.

Signed

PETER GUTWEIN

Dated 2 April 2020