



THOMSON REUTERS

# Update Summary

PLEASE CIRCULATE IMMEDIATELY!

**UPDATE 121**

**AUGUST 2024**

## **CONVEYANCING MANUAL QUEENSLAND**

**Sharon Christensen**

**Material Code 42608683**

**Print Post Approved PP255003/00461**

© Thomson Reuters (Professional) Australia Limited 2024

### **Looseleaf Support Service**

You can now access the current list of page numbers at

<http://www.thomsonreuters.com.au/support/product-support.aspx?id=/mediaTree/58599>. If you have any questions or comments, or to order missing pages, please contact Customer Care LTA ANZ on 1300 304 195

Fax: 1300 304 196 Email: [Care.ANZ@thomsonreuters.com](mailto:Care.ANZ@thomsonreuters.com)

## UPDATED COMMENTARY

Author Professor Sharon Christensen has added or updated the following annotations:

### New Developments

- State Government Budget FY25 announcements affecting property, see [ND.1.130]
- Changes Residential Tenancies and Rooming Accommodation Act 2008 (Qld) commenced 6 June 2024, see [ND.1.120].

### Residential Tenancy Reforms

The *Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024* effects various changes to the *Residential Tenancies and Rooming Accommodation Act 2008* (RTRAA) aimed at giving effect to the Homes for Queenslanders initiative. Some of the amendments commenced on assent (6 June 2024) and others will commence on proclamation. Refer to a summary of the reforms at [ND.1.120] in New Developments.

Chapter 18 **Leases** is updated to reflect the changes to leasing practice.

Following the commencement of the amendments, new Residential REIQ Contracts were released on 7 June 2024:

- Residential Houses and Land Contract (19<sup>th</sup> ed), see [21.120]
- Residential Lots in a Community Titles Scheme Contract (15<sup>th</sup> ed), see [21.570].

These contracts include new disclosure obligations, seller warranties and additional documents for the seller to hand over at settlement. The purpose of these changes is to ensure the buyer is provided with the relevant information related to past rent increases so the buyer can manage the property in accordance with the requirements of the Act.

Commentary is updated in:

Chapter 2 – **Standard Contract**

Chapter 3 – **Obligations Prior to Contract**

Chapter 4 – **Preparation of the Contract**

Chapter 6 – **Contract to settlement**

Chapter 9 – **Settlement.**

Chapter 22 – **Forms**

### New Residential Tenancy Forms

- Form 1a – Entry condition report
- Form 4 – Refund of rental bond

- Form 12 – Notice to leave
- Form 16 – Dispute Resolution Request
- Form 18a – General Tenancy Agreement.

## Chapter 4

### **Rights for avoidance of the contract – automatic termination clauses**

The Court of Appeal in *Alliance Building and Construction Pty Ltd v Veesaunt Property Syndicate 1 Pty Ltd* [2024] QCA 75 again places in doubt the effectiveness of automatic termination clauses in contingent conditions. Bond JA (with whom Mullins P and Dalton JA agreed) disagreed with the interpretation of a clause which on its face appeared to provide for automatic termination if the condition was not satisfied. Bond JA preferred the reasoning of the High Court in *Gange v Sullivan* that although each case depended on the language of the contract the better view is that the contract should be regarded as voidable and not automatically terminated. The Court of Appeal however agreed with the decision of the trial judge that the condition had been waived prior to the date in the condition, see [4.1870].

## Chapter 6

### **Caveatable interests**

The decision in *State of Queensland v Morecroft* [2024] QCA 11 is noted. The Court of Appeal concluded that an equitable interest arises where a buyer under a contract of sale from a mortgagee exercising power of sale, has paid the purchase money, but the mortgage is found to be void (on the basis of fraud) and the transfer is not registered, see [6.1090].

