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# Update Summary

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**UPDATE 125**

**MAY 2025**

## **CONVEYANCING MANUAL QUEENSLAND**

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## UPDATED COMMENTARY

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

### New Developments

**Final stage of amendments to Residential Tenancies and Rooming Accommodation Act 2008 commence on 1 May 2025**

Amendments commencing on 1 May 2025 include:

- protecting renters' privacy by requiring 48 hours' notice for entries other than general inspections, safety checks and emergencies. For rooming accommodation this may remain at 24hrs.
- developing a prescribed form for rental applications and requiring that personal information be managed securely
- giving renters a choice about how to apply for a rental property
- requiring property owners and property managers to disclose any financial benefits they receive from any rent payment method they offer
- clarifying the process for renters and property owners to agree to attaching fixtures and making personalisation changes to a rental property, see [ND.1.150].

### Subject to formal contract

The decision in *Rose v Manno Kingsway Pty Ltd as trustee for the Manno Kingsway Unit Trust* [2025] NSWCA 23 is added to the commentary. The decision demonstrates the need for clarity of the terms of an offer and for an email acceptance to clearly agree to be bound to the terms, see [1.201].

### Necessity of consideration

The decision in *Rose v Manno Kingsway Pty Ltd as trustee for the Manno Kingsway Unit Trust* [2025] NSWCA 23 is added to the commentary as an example of when consideration paid prior to entry into a contract can be good consideration although paid earlier in time, see [1.220].

## Clause 2.2 Standard contract

The decision in *Evans v Jan* [2025] QSC 31 is added to the commentary as a further example of the entitlement of a seller to terminate a contract if the deposit is not paid by the due date, see [2.110].

## Clause 10.4 – Notices

The decisions in *Evans v Jan* [2025] QSC 31 and *Allsopp v Elly Property Pty Ltd* [2024] VSC 66 as added to the commentary as examples of invalid notices under contracts, given by agents rather than the parties solicitor, see [2.1150].

## Notice to complete

Commentary about the entitlement of a party in breach of contract to give a notice to complete is updated. In *Bavulo Pty Ltd v Zhang Property Pty Ltd* [2025] NSWCA 9 the NSW Court of Appeal held that the seller who had failed to deliver an attornment notice to the buyer for a current tenant, was entitled to give a notice to complete as the obligation in the Standard NSW Contract was not a condition precedent or essential term. This should be contrasted with the position in the Standard REIQ Contract where the failure to deliver an attornment notice at settlement will mean that the seller is not ready willing and able to settle. Whether a party in breach is entitled to give a notice to complete will depend in each case upon a construction of the particular contract, see [9.270].

## Specific performance

*Tran v Bakour* [2025] NSWSC 101 is annotated into the commentary as an example of a successful claim to specific performance by a buyer and the defence of hardship by the seller failed, see [16.490].

Commentary in Chapter 18 “Leases” is updated where relevant to reflect the amendments commencing on 1 May 2025, see [18.50], [18.180].

