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Enabling sustainable property practices by ensuring security of tenure

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ABSTRACT

Sustainable property practices will be essential for Australia's future. The various levels of government offer incentives aimed at encouraging residents to participate in sustainable practices. Many of these programmes however are only accessible by owner occupiers, or landlords and tenants with long term tenancies. Improving security of tenure for tenants, to enable longer term tenancies, would positively impact upon property practices. This article explains what security of tenure is and identifies how a lack of security of tenure adversely impacts property practices. By comparison with Genevan property practices, it concludes by making suggestions as to how security of tenure can be reinforced.

KEY WORDS Residential tenancies, Security of tenure, Property rights, Global financial crisis, Australian Consumer Law

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1. INTRODUCTION

The Commonwealth and the Queensland governments, and separately the various local governments, have in place various programmes designed to promote sustainable living. They range from water saving measures and recycling to incentives for individual home solar energy production. Businesses and private individuals can access the programmes through tax credits, subsidies or rebates. A remarkable feature of these programmes for individuals is that it is not only home owners who can benefit from them but also private tenants.

However, while tenants also have access to these programmes, research shows that they seldom do so. (ABS, 2009a) One reason is because tenants do not wish to „invest’ their own funds (or time and energy) in house improvements where they have no security of tenure. The ability of a landlord to require a tenant to leave at the end of their tenancy term, without any cause, is referred to in Queensland law as „notice to leave without ground’. (Sec. 291(4) RTARAA) Living without fear of such notices is referred to as „security of tenure’. When a landlord is able to serve such a notice there is no security of tenure for tenants. (Carr & Tennant, 2010, p.15)

The private rental market in Queensland encompasses a variety of investors, ranging from large corporations to „working mum and dads’. These investors are looking both to protect their capital investment and secure their income returns. Effective property management plays an important role in this process. The ability to evict tenants is “*a key property management tool [used] to safeguard the landlord’s interest*” (Carr & Tennant, 2010, p.43) it does not, however, support sustainable practices.

“Sustainable” is defined to mean “*able to continue over a period of time*”. (Cambridge, 2008) This article contends that the lack of security of tenure for private tenants in Queensland under the *Residential Tenancies and Rooming Accommodation Act 2008* („RTARAA’) is a major disincentive to landlords and tenants benefiting from government sustainable living schemes. The fact that short term renting may itself be unsustainable for landlords and tenants alike (Carr & Tennant, 2010) is another issue worthy of further research but one that is beyond the scope of this paper.

The purpose of this paper is not to undertake a detailed examination of the government schemes mentioned or to analyse their effectiveness. Rather, the purpose is to identify that a fundamental legal principle, i.e. security of tenure, is vital to the

sustainability process and that a lack of security of tenure adversely impacts on the implementation of sustainable property practices.

To show how security of tenure can be implemented in Queensland this article examines tenancy practices in Geneva, Switzerland as an example. Apart from the familiarity of one of the authors with this legal system (which is essential for any valid comparative law exercise), the reason for choosing this system is that Switzerland has one of the lowest legal levels of protection for tenants in Europe. It is shown, however, that even such a low degree of protection is enough to guarantee a level of security of tenure that would permit and encourage tenants to access government sponsored sustainable living schemes independently of their landlord.

2. SUSTAINABLE DEVELOPMENT PRINCIPLES

The welfare of our environment is an increasing preoccupation. Monitoring the state of the biosphere has uncovered a vast array of alarming signs including:

- Climate change
- Disappearance of species of fauna and flora
- Air, land and water pollution

Addressing all these problems by taking only the environmental protection issues into account would not be achievable in our society. As depicted in **diagram 1**, sustainable development rests on economic growth, environmental protection and social progress.

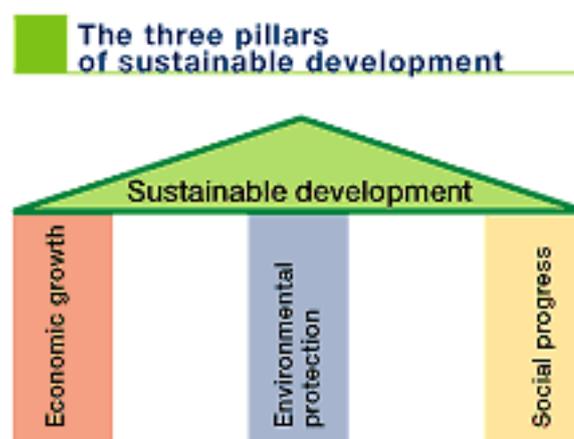


Diagram 1: three pillars of sustainable development (Source: VDA (2002))

How these three pillars interact influences the level of support that private tenants give to government programmes. As **diagram 2** depicts, to ensure sustainable

property practices means working to ensure that environmental concerns appropriately influence not just social policy (i.e. conserving water) but also economic policy (i.e. policy not directly relevant to the environment but adopted or modified in order to ensure environmental policies are supported).

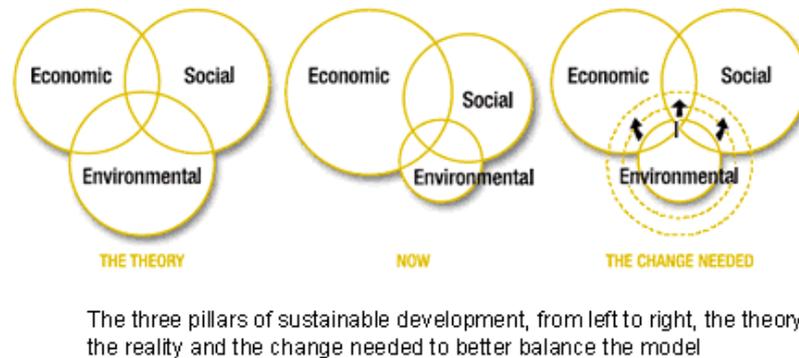


Diagram 2: reality of sustainable development (Source: IUCN (2002) <http://www.iucn.org/programme/>)

This economic policy includes that relevant to private investors and private tenants. By means of the process of appropriate legislative development should also influence tenancy laws as they are developed.

3. RESIDENTIAL TENANCY MARKETS

Statistics paint a very different picture of the private rental market in Queensland as compared to that in Geneva. It is suggested that differences in the federal and state political environments, as well as those of the physical environments, also plays an important role in the provision by private investors of housing in these two States.

The great majority of Queenslanders own their home and are more likely to be landlords than tenants. (Burke, 2007) Part of this may be due to the fact that, while a reduced CGT is may be payable for an investment property, no CGT is payable on the sale of a principal place of residence. (ITAA, Section 118.110) Another reason is that ownership brings with it a level of social status and acceptance that is not equated by Australians with long term renting. (Adkins *et al*, 2002) In Australia, long term private renting can bring with it a level of exclusion that in Europe is more commonly associated only with public housing. (Hulse and Burke, 2000) Furthermore, the present and past federal and Queensland governments have provided incentives to assist people to buy their own home, i.e. the First Homes Owners Grant, (Section 16(2) FHOGA) reinforcing the importance of ownership as against long term renting.

However, as the population increases, the number of tenants and thus landlords is growing. In 2003-2004 the Queensland Residential Tenancy Authority noted that approximately 32% of households lived in rental accommodation, with over 80% of those tenants renting from private landlords. (RTA, 2007) The latest available data shows that in 2007-08 throughout Australia the number of tenants was 30% of the population. (ABS, 2009)

Queensland, like the rest of Australia, is facing a housing shortage crisis. (Plibersek, 2007a) This is due to its population growth; (OESR, 2007) (twice the rate in Geneva) increased house prices; and mortgage rates. (Plibersek, 2007b) It is anticipated therefore that the number of Queensland tenants will further increase.

Geneva also is facing an acute housing crisis that is linked to its constant population growth of about 1% per year since 1980. (Office Cantonal a) Geneva is a very small „city State’ and enjoys a high level of prestige from the presence of a large consular community and many international organizations, i.e. the United Nations. Unlike Queensland, due to Geneva’s small size (246 km²) and the number of residents which was 447,584 as at February 2009, (Standards & Poors, 2009) many of whom are temporary residents, the overwhelming majority of Genevan residents live in apartments (1782 people per km²). (Office Cantonal b) For investors Genevan real estate provides returns of 5% to 8% per annum. (Office Cantonal c) In addition, CGT is payable both on the sale of investment properties and, unlike Australia, on the sale of principal places of residences held for less than 25 years. (Sections 80 to 87, Loi générale sur les contributions publiques, 1887)

For those looking to own their own home, costs are prohibitive. The entry level price of a detached house in Geneva is over 2 million dollars which is approximately 30 times the average annual salary. (Office Cantonal c) Apartments are no cheaper. A comparable three bedroom apartment is now close to the 1 million dollar mark, more than in neighbouring States or countries. Therefore, even though most people enjoy high salaries, home ownership is beyond their reach and about 85% of Geneva’s residents rent their home. (Office Cantonal c) On average over 50% of tenants renting two and three bedrooms apartments live more than 10 years in the same apartment. (Office Cantonal d) Unlike Australia there is no social stigma attached to being a long term private tenant as opposed to a home owner.

4. WHAT IS SECURITY OF TENURE?

Security of tenure in Queensland has been defined as giving tenants the “*choice to stay in their home or leave*” with “*obvious*” exceptions; (TUQ, 2006, p.21) or to encompass “*a common core of meanings that all refer to the provision for continued occupation of a dwelling.*” (Adkins *et al*, 2002, p.1) It encompasses a variety of matters such as legal security; choice to stay or leave; control over arrangements; appropriate costs; and certainty as to the appropriateness of the dwelling for the tenant’s needs. (Adkins *et al*, 2002, p.4)

In practice security of tenure can mean a number of things ranging from mild to strong tenant protection against termination of a lease and/or eviction. (Parkinson, 2005) A lack of security of tenure equates to the ability for landlords to terminate the tenancy of good tenants at the end of the tenancy term without ground or the requirement that a reason be given to the tenant.

Lack of security of tenure for tenants is not solely a tenant issue. As the Real Estate Institute of Victoria notes “[m]ost landlords view their investment property as a long-term strategy [and] would rather keep than lose a good tenant, as it is more cost-effective than having a period of vacancy between tenancies.”. (REIV, 2001) A lack of security of tenure for good tenants, i.e. those that pay on time and look after the property, may adversely impact on investors as good tenants look to home ownership instead of renting. It is beyond the scope of this paper to examine these issues. However, as will be considered, a lack of security of tenure also impacts on the availability and adoption of sustainable practices by tenants.

5. RESIDENTIAL TENANCY PRACTICES AND LAW

Parties to contractual relationships in Queensland generally are required to comply with equitable rules prohibiting unconscionable conduct (Cth v Amadio, (1983)) and requiring good faith dealings during the term of the contract. (*Stern v McAuthur*, (1988)) There also are numerous federal and State specific consumer protection laws which are designed to protect consumers. (i.e. TPA, Part V, Div 1) However, Queensland law does not provide security of tenure for residential tenants.

Conversely, while Genevan landlords and tenants are, generally, permitted the right to freedom of contract, this freedom comes with restrictions. Among these restrictions Article 2 II of the Swiss Civil Code („CC”) provides that a party abusing its rights will

not be protected by the law. With regards to contract law, Article 2 II CC embodies a similar principle to that of the „good faith’ decision in *Stern v McArthur* (1988). As discussed below, Genevan tenants, unlike their Queensland counterparts, are actively provided with security of tenure based on the unconscionability or good faith principle.

a. Queensland residential tenancy laws

When first introduced by the *Residential Tenancy Act 1994* Section 291 RTARAA, formerly Section 165, simply provided that a lessor may provide a tenant on a fixed tenancy agreement with a notice to leave without ground. (Sec. 165(1)) This entitlement of the landlord was subject only to the requirement that the notice would not enable a fixed term tenancy to be terminated prior to the end of the stated term. (Sec. 197, RTARAA)

In 1998 amendments introduced new subsections (2) and (3) into Section 291. This was for the purpose of fine tuning the section and to prevent retaliation action being taken against a tenant exercising their rights to make a complaint because of the behaviour of the landlord. (RTAB Ex Notes, 1998, p.21) The ability to terminate without ground is subject to the requirements regarding the period of notice that must be given. For both fixed term tenancies and periodic tenancies a minimum of 2 months notice must be given to the tenant. (Sec. 329, RTARAA) The amendments however do not provide security of tenure for tenants.

The most recently introduced consumer protection law, the Australian Consumer Law (‘ACL’) which is located in the new Schedule 2 of the *Trade Practices Act 1974*,¹ does not improve the position of Queensland tenants. While rendering void provisions in „standard form contracts’ (Item 7, Sch. 2, TPA) that are „unfair’ (Item 2(1), Sch. 2, TPA) the ACL does not apply to terms in contracts which are “*required or expressly permitted.*” by a State law. (Item 5(1)(c), Sch. 2, TPA) Therefore although a Queensland residential tenancy agreement would be a „standard form contract’, as the „duties and entitlements’ of the RTARAA are deemed to be terms of the residential tenancy agreement (Sec. 52, RTARAA),² the „right’ of the landlord to terminate a tenancy without ground remains protected as it is expressly permitted by law.

¹ As from 1 January 2011 the TPA will be replaced by the *Competition and Consumer Act 2010*

² Sec. 52(1) RTARAA – “*If, under this Act, a duty is imposed on, or an entitlement is given to, a lessor or tenant, the duty or entitlement is taken to be included as a term of the residential tenancy agreement.*”

The ACL therefore does not provide security of tenure for Queensland residential tenants as it does not prevent a landlord from ending a residential lease at its expiration for no reason. (Sec. 291(4), RTARAA) Further, there is no right for a tenant to stay in rented premises against the wishes of a landlord to remove them however much the tenant may believe they have a right to remain. (Carr & Tennant, 2010, p.15) The landlord, however, must comply with all legal processes and notices if they wish to remove a tenant.

A commercial tenant even with only a 12 month lease has capacity to have greater security of tenure than a Queensland residential tenant as they have the option to register their lease on title thus gaining indefeasibility for their leasehold interest. (Sec. 184(1) LTA) Retail shop tenants also may have their leases registered and are in an even better position than either commercial or residential tenants. This is because even if there is no option period granted by their lease the landlord is now obligated to provide at least three months notice that no further term will be offered (Sec. 46AA(2)(a) RSLA). A failure to give the required notice means the lease is legislatively extended to a date which is six months after the notice of intention regarding the offering, or not, of an option is finally provided to the tenant. (Sec. 46AA (4) RSLA)

b. Genevan residential tenancy laws

As a general principle of law a Genevan landlord has the right to terminate a residential tenancy. This right is reinforced if the landlord has a need to either sell or occupy the premises; (ACJ n° 1312) or has other ‘just’ reasons (Barbey, 1991) However there are important exceptions to this general principle. These include efficient protection of the tenant against retaliatory action by the landlord; (Article 271a) or an unjustified refusal to renew the tenancy. (Article 272 CO) Swiss law therefore extends to preventing a Genevan landlord acting “*contrary to good faith principles*” (Lachat, 1997, p.470) and evicting, or requiring, a good tenant to leave without ground. In Swiss practice, a notice to leave without ground is known as an „abusive notice’. Professional experience shows that Queensland landlords would be very surprised that such action could be considered abusive.

Article 270 of the Swiss *Code of Obligations* 1882 („CO’) is directly derived from Article 2 II CC and protects a tenant from being served an abusive notice. Article 271a CO offers further protection in that, similarly to Sections 291(2) and (3) RTARAA, it provides a landlord must not give a notice of leave given in retaliation

for the tenant exercising his or her rights. The result of the application of these rules is that a Court will void an abusive notice if the tenant has acted in good faith; (ACJ n° 345) has not breached the contract or is otherwise in breach of the tenancy agreement; (ACJ n° 1092) and is not bankrupt.

When a landlord is in a position to serve a notice to leave, Swiss security of tenure provisions may still prevail in an application under Article 272 CO for compulsory renewal of the tenancy agreement. (Tercier, 2009, N. 2500) Article 272 CO however is not a specific defence against an abusive notice. (ACJ n° 744) Rather it is a protection generally against exceptionally harsh consequences of termination (i.e. in a market where there are very few vacant dwellings) and to give tenants appropriate time to find new premises or dwellings. (ATF 102 II 254; ATF 104 II 311; ATF 105 II 197)

In making a ruling under Article 272 the judge will weigh the landlord's and the tenant's interests in deciding whether a renewal is appropriate. There is no hierarchy of the criteria to be considered; (ACJ n° 678 22.06.2001) but the case law indicates that, given the acute shortage of available vacant dwellings, the Courts generally are more inclined to rule in the tenant's favour and grant a new term. (ATF 116 II 446) A tenant however is expected to take all necessary and reasonable steps to attempt to find a new home and the Court is less likely to be lenient a second time if the lease has already been extended by it. (ATF 110 II 254)

One aspect of Geneva practice that is substantially different from Queensland practice is that, as residential tenancies are automatically renewed every year, no „new term' fees are payable by the landlord to an agent unless and until a new tenant needs to be sourced.

6. GOVERNMENT PROGRAMMES IN QUEENSLAND

In order to encourage sustainable practices, the Commonwealth and the Queensland governments have put in place a variety of specifically designed programmes. These can be generally categorised as belonging to one of four types:

- Saving Water
- Saving Energy
- Reducing Waste
- Smarter Transport

The available programmes include:

1. Renewable energy certificates and „solar credit schemes’ providing credit to the consumer for any surplus electricity released back into the electricity grid produced by a renewable energy producing system.
2. Solar hot water rebate schemes providing cash contributions/rebates (some up to 60% of the price) for the purchase of a sustainable water heating system.
3. Incentives/rebates for the installation of a water tank or grey water system.
4. Home energy sustainability schemes designed to assist home occupiers and/or landlords determine the best measures to be taken to save energy and water.
(Australian Government, 2010)

Throughout Australia there are 42 programmes available offering either rebates or other assistance to home owners who are also occupiers. Conversely, tenants (referred to by the programmes as „renters’) are only able to access 36 programmes and those home owners who are landlords-only are only able to access 32 programmes. (Australian Government, 2010) It is noted that there is also a difference in available programmes depending on whether the dwelling is a house or a unit. As between home owners, landlords and tenants in Queensland, for example, only owners of houses are able to access the *Water tank or grey water system rebate*. (Australian Government, 2009)

Further, only occupiers (i.e. either home owners or tenants) are able to access the Queensland *ClimateSmart Home Service* where non-occupying landlords are not. (Queensland Government, 2008) Conversely, other programmes such as the *Small-scale Renewable Energy Scheme* (Australian Government, 2010a) are available to all otherwise eligible home owners, landlords and tenants. However, available statistics show that the most common users of sustainable programmes that also require a capital outlay by the participant (i.e. the installation of water tanks) occurs when the dwelling is owner occupied and either fully, or almost, free of debt. (ABS, 2009a)

This article contends that one of the primary reasons for this lack of adoption of cost-based programmes by tenants is the absence of security of tenure. Residential leases in Australia having an average duration of 12 months (compared with an average of over 5 years in Europe). In these conditions, there is very little chance a tenant would choose to undertake any kind of capital investment in a privately rented property. When faced with the prospect of having the lease terminated at the end of the current

term on short notice for no grounds, and with limited means to recover their expenditure, there is no incentive for a tenant to spend their own money in order to be sustainable.

For landlords, the incentive to use these programmes can be weak as tenants generally are responsible for payment of utilities including electricity and increasingly for water. Further, the addition of environmentally sustainable features does not necessarily equate to an increase in capital value of the dwelling. To encourage those occupying the home to adopt sustainable practices there would need to be a better means of securing their tenancy.

7. RECOMMENDATIONS - LESSONS FROM GENEVA

Geneva is not perfect in its treatment of tenants. In 2008 for example, the Committee on Economic, Social and Cultural Rights specifically criticised public authorities on their handling of evictions of long-term squatters in Geneva even though correct legal procedures were followed. (Le Temps, 2008) Furthermore, Switzerland is recognised as having one of the least protective tenant legislation in Europe. However, with its high level of private tenants and specific protections against abusive notices and refusals to renew, in practice Genevan tenants enjoy security of tenure to a degree that enables people to consider their rented dwelling as a permanent home. This in turn allows them to undertake renovations of their home to their own expense with the consent of their landlord. There are lessons here for Queensland's legislators.

It is suggested the Queensland tenancy legislation should be amended along the lines of Swiss tenancy law. Switzerland's present legislation has been in place since the 1970s and provides a good example of what mildly protective legislation can bring to make tenancy a fair legal situation for both landlord and tenant. The obvious recommendation to be made from the Genevan model is that, in order to encourage tenants to adopt sustainable practices, Queensland should look to implementing security of tenure provisions within the RTARAA.

The ideal would be that a landlord would not be able to terminate a tenancy unless for one of a range of specified grounds (sale of the property, extensive renovation and the landlord and/or family wanting to occupy the premises). Further, even if a valid ground was given, in exceptional circumstances due to hardship, the tenant would be entitled to at least a further six month tenancy term. Finally, the *Property Agents and*

Motor Dealers Act 2000 should be amended to provide that on renewal of an existing tenancy the agent is not entitled to fees other than a fixed pre-agreed (and legislatively capped) fee for preparing the paperwork, as against the current practice of charging a full week's rent as a fee.

The Genevan example has shown that protection against abusive notices and refusals to renew are adequate means to achieve long term tenancies without infringing unduly landlords' property rights. This leads to certainty for tenants and, similarly to the Genevan tenants who feel secure to make investments in their homes, would encourage Queensland tenants to invest in energy and water saving schemes.

8. CONCLUSION

Economic pressures are pushing more and more Queensland residents towards renting. Although some are moving away from the rental market to home ownership, for many Queenslanders home ownership is no longer a viable financial option. Many homeowners now are in „mortgage stress’, where they are unable to continue to afford to live in a home that they own. (Carr and Tennant, 2010) Renting therefore, however „foreign’ it may seem, will be a reality for some Australians for many years to come.

If governments in Australia are serious in wanting landlords and tenants to benefit from sustainable living programmes, they need to address the problem of security of tenure in order to encourage both owner and tenant participation. While businesses can expect to stay at least 5 years in their premises and often have an option to renew, individual private tenants can only contemplate a maximum of one year in their rented home. This short time is clearly insufficient to compensate a major investment in sustainable energy which usually takes about 5 years to 7 years for the capital cost to be recouped. (Australian Government, 2010a) Therefore, while Australian business tenants can take advantage of sustainability schemes, these schemes are usually not considered by individual private tenants with only a 6 months or yearly lease.

Studies show that security of tenure does not reduce investment in real estate. On the contrary, they show that improved protection of tenants has no influence either way on a landlord's decision to invest. (Slatter, 2003) Furthermore, preventing abusive terminations or non renewals of leases are contrary to the spirit of Australian consumer law. Finally and importantly only security of tenure can lead to more sustainable property practices for both tenants and landlords.

REFERENCES

- ‚Berne refuse des recommandations du Conseil des droits de l’homme’ *Le Temps*, 12 June 2008
- ABS, (2009) ‚Housing Occupancy and Costs, Australia’, Media Release’, 6 November 2009 in ABS, ‚Housing Occupancy and Costs, 2007-08’, Statistical Standard 4130.0, 06 November 2009 <http://www.abs.gov.au/ausstats/abs@.nsf/ProductDocumentCollection?OpenAgent&productno=4130.0&issue=2007-08> (viewed 12/11/2009)
- ABS, (2009a) ‚Household choices related to water and energy’, 4656.5 Australian Bureau of Statistics, October 2009 [http://www.ausstats.abs.gov.au/Ausstats/subscriber.nsf/0/33DDF4E11D6FE823CA257743001A9855/\\$File/46565_october%202009.pdf](http://www.ausstats.abs.gov.au/Ausstats/subscriber.nsf/0/33DDF4E11D6FE823CA257743001A9855/$File/46565_october%202009.pdf) (viewed 10/01/2011)
- Adkins, A., Guthrie, D., Mead, E., and Summerville, J., (2002) *Tenure security and its impact on private renters in Queensland*, Australian Housing and Urban Research Institute Queensland Research Centre http://eprints.qut.edu.au/2462/1/SOT_PP.pdf (viewed 24/09/2010)
- Australian Government, (2009) ‚National Rainwater and Greywater Initiative: Household Rebate Guidelines’, 30 January 2010 <http://environment.gov.au/water/programs/nrgi/index.html> (viewed 10/01/2011)
- Australian Government, (2010) ‚Rebates & assistance’, LivingGreener.gov.au (viewed 10/01/2011)
- Australian Government, (2010a) ‚Small Generation Units: Owner’s Guide’, December 2010 <http://www.orer.gov.au/publications/pubs/sguowners-guide-1210.pdf> (viewed 10/01/2011)
- Barbey, R., Commentaire du droit du bail, chapitre III, Protection contre les congés concernant les baux d’habitation et les locaux commerciaux, Genève, 1991;
- Burke, T., (2007) ‚Australian Rental in Context’ *Global Tenant International Union of Tenants Quarterly Magazine*, 3
- Cambridge, (2008) *Advanced Learner’s Dictionary*, (Cambridge University Press, Cambridge)
- Carr, P. & Tennant, M. (2010) *A Better Lease on Life – Improving Australian Tenancy Law*, A National Shelter Report http://tuq.org.au/wp/wp-content/uploads/2010/07/A_Better_-Lease_on_Life_April.pdf (viewed 17/09/2010)
- Hulse, K., and Burke, T., (2000) *Social exclusion and the private rental sector: the experiences of three market liberal countries*, Conference Paper, *International Research Conference „Housing in the 21st Century*, ENHR 2000 conference, 26-30 June 2000 <http://www.sisr.net/publications/0006hulse.pdf> (viewed 26/09/2010)
- Lachat, D., (1997) ‚Le bail à loyer’ Lausanne 1997
- Office of Economic and Statistical Research, („OESR’) (2007) ‚Australian Demographic Statistics’ *Information Brief*, June Quarter 2007 <http://www.oesr.qld.gov.au> (viewed 24/09/2010)
- Office Cantonal de la statistique of Geneva („Office Cantonal a’) *Volume 1: Population* <http://www.geneve.ch/statistique> (viewed 02/03/2010)

- Office Cantonal de la statistique of Geneva („Office Cantonal b’) Volume 2: ménages et conditions d’habitation’
http://www.geneve.ch/statistique/statistiques/domaines/09/09_02/aperçu.asp
 (viewed 03/02/2010)
- Office Cantonal de la statistique of Geneva, („Office Cantonal c’) *Les revenus des habitants du canton de Genève*, Press release, 3 September 2007
http://www.geneve.ch/statistique/statistiques/domaines/20/20_02/aperçu.asp
 (viewed 02/03/2010)
- Office Cantonal de la statistique of Geneva, („Office Cantonal d’) *Les nouveaux locataires in Coup d’œil* <http://www.geneve.ch/statistique> (viewed 02/03/2010)
- Parkinson, S., (2005) *Linking Household Labour Transitions and Housing Insecurity*, Conference Paper *Transitions and Risk: New Directions in Social Policy conference*, February, 2005, Centre for Public Policy <http://www.public-policy.unimelb.edu.au/conference2005> (viewed 24/09/2010)
- Plibersek, T., (2007a) „Affordability of homes no more’ *Sydney Morning Herald* (Sydney) 21 February 2007
- Plibersek, T., (2007b) „Once a phase, renting becomes a way of life’ *Sydney Morning Herald*, (Sydney), 25 July 2007
- Queensland Government, (2008) „Get Climate Smart – Benefits to you’ <http://www.climatesmarthome.com/benefits.html> (viewed 10/01/2010)
- Real Estate Institute of Victoria, („REIV’) (2001) „REIV in the News: Maintaining a viable private rental market’ in Adkins, A., Guthrie, D., Mead, E., and Summerville, J., (2002) *Tenure security and its impact on private renters in Queensland*, Australian Housing and Urban Research Institute Queensland Research Centre
- Residential Tenancies Authority, („RTA’) (2007) *Policy Review Paper* (Tenancies Act Review)
- Residential Tenancies Amendment Bill 1998, *Explanatory Notes*, („RTAB Ex Notes’) <http://www.legislation.qld.gov.au/Bills/48PDF/1998/ResidentialTenAmdB98E.pdf> (viewed 07/12/2009)
- Slatter, M., (2003) *On the Way Out: Evictions and the Eviction Process*, Conference Paper, *3rd National Homelessness Conference „Beyond the Divide’*, Australian Federation of Homelessness Organisations, Brisbane, 6-8 April 2003
- Standard & Poor’s (2009) *Ratings Direct of the State of Geneva*, February 18, 200, www.ge.ch (viewed 24/09/2010)
- Tenants’ Union of Queensland, („TUQ’) (2006) *Submission on the Review of the Residential Tenancies Act 1994*
- Tercier, P., (2009) *Le droit des obligations* [Contract Law], 4th ed (Schulthess, Zurich)
- UN Habitat, (2007) *Enhancing Security of Tenure: Policy Directions, Enhancing Urban Safety and Security* (Global Report on Human Settlement, Abridged Edition)
- VDA, (2002) „Annual Report’, *Verband der Automobilindustrie*, http://www.vda.de/en/service/jahresbericht/auto2002/auto+umwelt/u_3.html

Legislation

First Home Owner Grant Act 2000 (Qld) („FHOGA’)

Income Tax Assessment Act 1997 (Cth) („ITAA’)

Land Title Act 1994 (Qld) („LTA’)

Loi générale sur les contributions publiques [General law on public contributions] D 3
05 of 9 November 1887 (Swiss)

Residential Tenancy Act 1994 (Qld) („RTA’)

Residential Tenancies and Rooming Accommodation Act 2008 („RTARAA’)

Retail Shop Leases Act 1994 (Qld) („RSLA’)

Swiss Civil Code

Swiss Code of Obligations 1882

Trade Practices Act 1974 (Cth) („TPA’)

Cases

Commonwealth Bank of Australia v Amadio (1983) 151 CLR 447 („Cth v Amadio’)

Stern v McAuthur (1988) 165 CLR 489

Arrêt de la Cour de Justice (Geneva), n° 744 23.06.2000 („ACJ 744/2000’)

Arrêt de la Cour de Justice (Geneva), n° 678 22.06.2001 („ACJ 678/2001’)

Arrêt de la Cour de Justice (Geneva), n° 345 18.03.2002 („ACJ 345/2002’)

Arrêt de la Cour de Justice (Geneva), n° 1312 08.12.2003 („ACJ 1312/2003’)

Arrêt de la Cour de Justice (Geneva), n° 1092 09.10.2006 („ACJ 1092/2006’)

Arrêt du Tribunal Fédéral, 102 Volume II, 254 („ATF 102 II 254’)

Arrêt du Tribunal Fédéral, 104 Volume II, 311 („ATF 104 II 311’)

Arrêt du Tribunal Fédéral, 105 Volume II, 197 („ATF 105 II 197’)

Arrêt du Tribunal Fédéral, 116 Volume II, 446 („ATF 116 II 446’)

Arrêt du Tribunal Fédéral, 116 Volume II, 448 („ATF 116, II, 448’)

Arrêt du Tribunal Fédéral, 110 Volume II, 254 („ATF 110, II, 254’)