
From: [REDACTED]
Sent: Saturday, 3 July 2021 1:26 PM
To: Maiwar Electorate Office
Cc: Community Support and Services Committee; Minister for Communities and Housing
Subject: To Community Support and Services Committee (CC my local MP): Submission on the Housing Legislation Amendment Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

Dear Michael Berkman MP,

Dear the Community Support and Services Committee, cc my local MP -

I'd like to comment on both the Housing Legislation Amendment Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021.

I'd also like to take this opportunity to share something with you: a snapshot of what it's like to rent in Queensland.

Please redact my name [REDACTED] and email address [REDACTED] from these submissions. I have been renting in Queensland for the last eight years, since moving out of home at 19. Unless my circumstances unexpectedly vastly change, owning a property is not a realistic goal for the next 5-10 years, so I'll be renting for the foreseeable future. This is a lengthy and detailed submission, but I think the specifics of my experience are necessary to demonstrate the sheer awfulness that landlords are capable of inflicting under the current law.

To be a residential tenant is to be perpetually insecure in your living place. In my first four years of renting, I lived in three properties, the landlord having instigated the move each time (tenancy ended to renovate the property, landlady was unreasonable/ostensibly intended to sell; tenancy ended when rent raised above affordability). At the time of these moves, I was experiencing severe mental health symptoms, chronic pain/fatigue, and financial pressure being employed part time and on Centrelink. Moving is exhausting, stressful and expensive and on two of the occasions we were given a month's notice prior to the lease ending to have to organise new accommodation; moving our possessions; bond cleaning etc.

The 'Ideal' Scenario:

Thankfully, we are currently extremely lucky to have a well maintained property, a reasonable landlord and a competent and responsive real estate property manager. It has been an enormous relief to be able to renew the lease and continue living here. However, even in this ideal scenario, the power imbalance remains. We are always conscious of being the ideal tenants - don't complain, don't ask for things often, have the house spotless for

inspections; etc. We asked permission to put picture hooks in the walls but eventually decided not to in case we couldn't fill and paint over them to the real estate's standard when we leave. One of our cats passed away last year but we are not sure whether we should risk asking permission for another one. Every communication we have with our property manager is overshadowed by the fact they could make our lives hell by raising the rent, accessing our property for a number of reasons on short notice; refusing to renew the lease at short notice etc. etc. Supposedly, the legislation 'protects' tenant rights, but as you can see from the next experience I am going to describe, there are many ways to bully tenants without actually breaking the law.

The Nightmare Scenario:

In one of our rentals, the property and the landlady were an absolute nightmare to deal with - to the extent that the real estate company employed to manage the property actually sided with us and gave us advice on dealing with our bond dispute. The house was in disrepair. Our entry condition report was flagged as being 'over the top' and the landlady came over in person without an entry notice to go through it with us and essentially bully us into removing many of the 'insignificant' damage descriptions. Please bear in mind, we were a group of low income 17-20 year olds with almost no experience in these matters and no confidence to dispute someone with decades of property ownership. The actual rent charged was +\$100 over the listing price because we had an 'extra' person living in the 'granny flat' despite said flat being advertised as a downstairs room under the listed price.

Promises to fix things that were made when we signed on were never honoured and additional problems came to light after we moved in. On multiple occasions, we had to file notices to remedy breach after several requests for maintenance were ignored. The issues included (but were not limited to): dodgy electrics; leaking roof; non functional fans/aircon; non functional dishwasher; broken window locks; hazardous rotting planks on the stairs/2nd floor balcony by the front door; rotting front gate posts; holes in kitchen cupboards giving direct access to mice/possums under the house; failed hot water system.

The landlady blamed us for the mice despite us quickly moving to airtight storage of food/not using the "mouse cupboards" and the presence of pythons in the back yard suggesting a long term issue. Our (indoor only, parasite protected) cats caught fleas from exposure to mice and possums getting in the house. Dealing with the flea infestation was awful because at the end of the day, no amount of cleaning, prevention and medication will work against the constant presence of new avenues for infestation. We were constantly stressed about keeping the cats away from traps and poison and at some points had the cats living in one room to protect them.

The "electrician" sent to fix the lights was the landlady's family friend and did not have a current license. He somehow managed to wire my housemate's bedroom light switch to control half the lights in the house before coming back to fix it again,

We found out from the real estate that the "new dishwasher" installed to replace the broken one was a dishwasher from one of her other properties (unleased at that time). It did not fit in the space for it in the kitchen so she wedged two pieces of scrap wood on top of it with a note saying "do not move". This put pressure on the plastic casing of the dishwasher handle and soon caused it to crack.

The front stairs and balcony were never fixed and at the end of the lease, we had to move all our furniture through the back door and carry it around the house. The front stairs had planks of wood with "do not use" penciled on for a

month prior. We had reported the damage becoming dangerous 2 months prior and requests for investigation before that had been ignored since we moved in.

When we forced her to fix things, the landlady would accompany any 'tradespeople' or come and do a shoddy job herself and would use these entry notices to perform impromptu inspections and complain about the cleanliness of the house. She suggested that we wouldn't need aircon to keep the house cool if we dusted more. She made snide comments about us being students; being dirty/lazy and wasting her time with trivial complaints. On one occasion, she hired [REDACTED] to come and do some garden maintenance (her responsibility in the lease). We didn't witness it, but we knew he hit and damaged the front gate because it wasn't damaged before his visit and the damage was clearly from a ute tray (we had a Honda Jazz and 2 scooters on the property). This is relevant to the claims she made against our bond.

We were not intending to renew the lease (obviously) but the landlady decided to bully us out anyway by putting the property on the market and hosting viewings constantly. We said no to open houses because the window locks were still not fixed and we didn't want random strangers coming through the house when it wasn't secure. Funnily enough, once we gave our notice of intention to leave, the property was taken off the market and rental viewings started instead.

In the last few weeks of the lease, the hot water system failed and began leaking under the house. We notified the landlady but she of course ignored this. We then had to pay an extra amount for the bond cleaners to take time to clean without hot water.

When we were finally free of the house, the nightmare continued as the landlady disputed our entire \$4000 bond and claimed further compensation. Having failed to sue the gardener in the small claims court, she claimed over \$3600 from us to renovate the entire front gate and fence (for the 1 damaged post that she had previously failed to concrete into the ground). She also claimed for the damage to the (supposedly brand new, full price) dishwasher, pre-existing damage to the cooktop, an extra cleaning fee for the A/C units, the water bill for after we had moved out (the amount claimed exceeded the actual bill), cracks in 20 year old plastic blinds, a missing curtain ring, a garden hose that belonged to us, a missing A/C remote battery etc.

QCAT Experience:

The QCAT process was an absolute joke. 95% of the time, I knew more about the legislation and process than the RTA and QCAT people on the phone (lovely and helpful as they often were). The landlady frequently abused the system (e.g. postponing multiple dates by organising overseas trips for her business) and was never pulled up on it. She ended up attending the hearing over the phone. She didn't even submit her evidence (poor quality photos and a handful of emails) until the morning of the hearing and we didn't see the evidence until the hearing. She failed to provide a number of relevant documents that were not in her favour (which the real estate actually provided to us directly, correctly assuming that she would omit them).

We had collated our evidence (statutory declarations, photos and supporting letters from the real estate and evidence from multiple independent tradespeople) into an indexed document and provided digital and print copies. We made a one page summary at the front that provided the relevant page numbers. The tribunal adjudicator was angry that we had provided too much documentation and refused to even read the summary page. He would only

accept entry and exit photos as documented evidence and was again angry at the amount of evidence despite us being able to use the index to immediately direct him to the photographs.

The adjudicator spoke over us, allowed the landlady to interrupt and speak over us, and did not allow us to give evidence on multiple points. He was rude and interrogative towards us whilst being polite to the landlady. He did not consider any of the character evidence provided (including from the property manager employed by the landlady) and universally preferred the landlady's verbal evidence over ours. He regularly made incorrect assertions about the law, the lease and the facts of the matter and rudely cut off any attempt to correct him.

He ended up allowing all the claims except for the fence, the cooktop and the water bill. He explicitly said that he would have allowed the fence claim if the landlady had provided an entry photo of the fence (for some reason this was his absolute rule on all claims). The total amount she got back was around \$600 and we were all too exhausted and time-poor to appeal the decision so we just accepted the loss. We tried to put in a complaint about the tribunal member afterwards, but he was not listed as a member on the QCAT website as he was apparently filling in for someone.

At the time this happened, I was in my second year of a law degree and it was certainly an eye opening experience as to how the law is ignored in practice.

Every year when our lease comes up for renewal, my anxiety levels go through the roof with the prospect of having to find a new rental property and ending up in that kind of situation again. I still wonder how many other tenants that property owner has bullied and profited off since we last dealt with her. Even when she technically broke the law (which was not often), I doubt any governing body would give her more than a slap on the wrist. QCAT certainly doesn't seem equipped to assist residential tenants, or indeed, even hold up its own principles and procedures. Labor's proposed amendments would do very little to protect me if the same thing happened again.

In its current form, the Housing Legislation Amendment Bill 2021 will do little to improve my situation as one of the 1.8 million renters in Queensland. While this bill may be palatable to the real estate lobby, it completely disregards my experience as a renter.

While I'm pleased that the Housing Legislation Amendment Bill includes positive provisions for renters experiencing domestic and family violence, it contains little other reforms of substance for renters.

I urge the Queensland Government to take this opportunity to amend this bill and to implement real rental reforms that will make renting in Queensland affordable, secure and fair.

It's crucial that rental reforms in Queensland include:

- A genuine end to 'no grounds' evictions – providing tenants with long-term security in their homes without the risk of an unfair eviction at the end of their lease

- Allowing tenants to make minor modifications, like hanging picture frames or installing furniture safety anchors
- A real ban on rent bidding – banning agents and property owners from accepting amount above the advertised rent for a property
- Expanding minimum standards to include ventilation, cleanliness and insulation
- Stopping unreasonable rent increases by tying rent increases to general inflation (CPI)
- Ensuring prospective tenants have fair and honest information about the property
- Banning inappropriate or discriminatory questions by lessors
- Make it easier for tenants to have pets – by flipping the onus on property owners/agents to demonstrate why it's unreasonable for a tenant to have pet

These provisions are included in the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021. I urge the government to either support the Tenants' Rights Bill, or amend its own bill to provide real protections for renters.

Yours sincerely,

[Redacted signature]

[Redacted contact information]