
From: [REDACTED]
Sent: Sunday, 11 July 2021 9:15 PM
To: Community Support and Services Committee
Cc: Geoff Baldwin
Subject: Submission to the Housing Legislation Amendment Bill 2021

Dear Sirs

I have been in Queensland for 20 years and have rented for some 16 years of that due to a variety of circumstances. From 2001- 2011 and 2016 - to date.

In those 2 periods, I have been forced to move on several occasions despite never being behind on the rent nor in breach of the lease on any occasion. The longest rental period I have had was 2.5 years.

I have always maintained every premises like they were my own and even spent money on repairs that the landlord(s) were unwilling to do, on many occasions. I have rarely if ever recovered any of these funds despite applying to the RTA.

The RTA have admitted to me that under current legislation they are powerless to control errant landlords or agents. They cannot even coerce them into taking part in conciliation proceedings.

The previous house was advertised as an executive property with all mod cons in Brisbane at \$850 per week. Unfortunately, I did not know, nor was I told the landlady lived next door. From the outset, she refused to comply with the Act or the terms of the lease. The only way I could get her to undertake any maintenance whatsoever (eg dishwasher broken for 6 weeks, which she insisted her and her husband came to inspect.

This, despite having an agent and her husband being a retired carpet salesman was to pay for it myself, then withhold the amounts owing for utility bills. The agents changed midway through the lease, and the incoming agents were extremely frustrated by her lack of adherence to the law but again could not do anything!

At one point during heavy rains, she emailed a photo of the puddles on the footpath and the driveway stating that "the tenant should check the drains for blockages..." Needless to say when it stopped raining 40mm per day the puddles went away.

The matter will went to QCAT which I do not have the time for being self-employed but the Tribunal rejected all her claims for "damages" but because I had not lodged a separate claim against her were unable to award me my costs!

The same agents immediately found me another similar property nearby as they were as frustrated that a good tenant was being treated badly. I pay \$890 per week and the house is in poor condition.

Subsequently we have encountered numerous similar issues including a flood from a burst pipe in the master en suite but we unable to be relocated despite months of inconvenience because a) the property was deemed as inhabitable because not all of it was flooded and b) the landlord had no proper building insurance. I took advice and was advised I could go to QCAT but that would mean we would be evicted at the end of the lease if not sooner. When I refused to sign the optional renewal later that year unless the repairs were completed I was again (despite it being an offence under the current Act) threatened with eviction.

There have been numerous issues with the property, broken insinkerator (never replaced) , faulty lights, faulty water heater, faulty cooker, damaged driveway (repairs undertaken poorly three times), Most recently my Daughter in law (a permitted occupant) was given a nasty electric shock by the built in microwave and was taken to hospital. It took 3 days and numerous calls and emails from me to get the electrician to turn up. We are still waiting for a replacement microwave!

Again I have added NBN internet, Satellite Tv dish and cabling etc etc which I have no chance of being compensated for.

I believe that a fair solution to most of the issues could be as follows:

1. Make the Agents responsible for enforcing compliance of the revised RTA for both parties. Maintain a Register of Landlords and Agents similar to the Tenant database.

Increase Landlords fees accordingly, I realise this may impact rents to a degree but the market will work it out and bad landlords will be exposed quickly enough.

2. The Landlord should also have to lodge a Maintenance Bond, which if they refuse to authorise reasonable repairs, can be used by the agent.

3. Give the RT Authority more funding, training and power to compel action from all parties.

4. Rescind the right of the Landlord to end a lease without cause, unless more stringent conditions are applied; ie 6-months notice etc.

5. Allow certain pets at most properties provided that they are registered, vaccinated and insured. An additional Pet Bond could also be required.

Please feel free to contact me if you require any further details?

Yours faithfully

Geoff Baldwin

