
From: [REDACTED]
Sent: Monday, 12 July 2021 4:20 PM
To: Leeanne Enoch
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 Leeanne Enoch 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.

I am presently at the mercy of an incompetent property manager and a new landlord I have not received official notification of. Due to covid affecting my ex's employment, I was suddenly cut off from \$300 a week I had been receiving as child support. As a result, I had a significant impact to my ability to pay my rent. Though I immediately communicated my change of circumstances to the manager, I was given no real support, and simply told to let payments fall in arrears. My ex was unemployed for six months and did not receive enough money from Centrelink to pay me much, if anything. Though I continued to pay what rent I could, I fell further behind. Around the 6 month mark, I was informed by the manager that if I could not repay the amount owed, I would be breached. I attempted mediation with the manager through the RTA, but they didn't budge. I then spoke with QSTARS, who advised that, though I had believed I was protected under the Covid relief schemes, I was fully liable, f

or although I had lost a significant amount of income, I had not lost employment. In a continued effort to do the right thing, I requested the full amount owed, and proceeded to make a hardship withdrawal from super to pay it out. I assumed that was the end of it. A few months later, the manager informs me by phone that the owner is selling the property I rent and he needed to bring a prospective buyer through. While he was there I asked about a couple of changes I had been wanting to make - getting a second cat and to change the lock on the front door to a digital lock - and was told to wait until the house was sold. A month goes by and I message the manager to find out the status of the sale and my requests, but I get no reply. This, by the way, is a pattern with the manager - he will frequently ignore attempts to communicate with him. When I finally get a response, he says to wait another month. This goes on until March: me requesting updates, him ignoring me, and or fobb

ing me off (it's delayed due to holidays, it's delayed due to Covid... 3 months seems a long time for a sale to go through even under those conditions). During a routine inspection the manager finally tells me the property has been sold, and I should be okay to get a cat, but the owner would like proof of my ability to afford my rent and another cat. As I could see why this would be an issue after what had happened the year before, I promptly

provided a copy of my budget showing that I had adjusted my financial arrangements so I was no longer as dependent on payments from my ex and would be able to continue to pay rent. Except I then get a phone call saying I owed \$1600 I knew nothing about. No mention had been made in the last 6 months and as I had previously requested the sum required to pay out my debt, I was surprised, to say the least. QSTARS did not help me, except to say that of I owed the money, then I owed the money, never mind that I hadn't been told about it. Comb

ing through the rent ledger, I calculated that I owed about \$550 as the Manager had calculated to the day of my request, not to When my next payment would have been. Though it has been a financial struggle, as I am still on a pension, I have paid back the amount owed. Part of the \$1600 the manager calculated I owed was apparently "two weeks in advance". This is still causing some drama with my attempts to renew my lease as the manager expects this to be paid, yet as far as the RTA website says (and my reading of the act), rent in advance is monies paid at the beginning of a rent pay cycle and he is not allowed to ask for more until that cycle has completed. QSTARS told me that he could ask for four weeks of rent and that I basically had no recourse, except that's not actually what the act says. Meanwhile, the gutters, that are the responsibility of the body corporate (and thus the manager's job) are overflowing despite repeated notifications. Other issues that get reported g

o unheeded. The termite stations have not been inspected in months and communication with the manager is nearly always unprofessional and in cases even hostile. Yet, because thus is my first rental, my history now looks sketchy because of an issue beyond my control and because of the market, I have little option but to bow to the manager's unfair and potentially illegal demands or risk homelessness.

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]