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**From:** [REDACTED]  
**Sent:** Sunday, 11 July 2021 4:27 PM  
**To:** Community Support and Services Committee  
**Subject:** Submission to the Housing Legislation Amendment Bill 2021

Dear Committee

My submission to the Housing Legislation Amendment Bill 2021.

The Bill as proposed would not go close to matching the minimum criteria and asserted intentions of all Acts and Laws: Fairness for all parties - basically no more but no less than our statutory Consumer Rights in every other industry.

The ever-widening divide between lessors and tenants promotes much lower standards of rental properties – and properties in general - for the 'average Queenslander' who will never own their own home. If there are 1.8 million renters in QLD now, the number can only grow exponentially in these conditions.

Inequality is always abused but can be moderated by truly fair amendments to the present RTRA Act 2008 – the *ACT*. Owners/investors are more than adequately protected by the ACT even if all the necessary changes are made to aim for a more level playing field. Apply the same standards advocated in Consumer Law and everyone is better off short- and long-term.

PETS: Allowing tenants to keep their Pets in suitable housing arrangements - complexes and developments as well as suburban homes - will be a much needed boost to the overall well-being of all family members, and more so for people who live on their own. If a Pet is the cause of any problem or damage, Lessors are protected by the ACT at all times, and benefit because more tenants can apply to rent their properties.

MINOR MODIFICATIONS: This is the same easy concession to make as that for pets. Minor decorations and embellishments as well as modifications for health reasons, such as guard rails and similar, improve the safety, security and character of a home or unit. And always, possible damage is covered by the ACT.

DOMESTIC & FAMILY VIOLENCE: The positive changes made because of the Pandemic should be permanent and further improved: DFV can't be vaccinated. Covid-19 will be around a lot longer than we might expect, but some level of DFV will be with us forever.

NO UNFAIR EVICTIONS: Unfair Evictions - including Retaliatory - and the "hidden" motivation and reasons for them is the single greatest obstacle to improving conditions for tenants and relationships between both parties. Lessors crave stability and sustainability as much as tenants.

Yet there is no question that Unfair Evictions are a reality and continue to increase at an alarming rate. This is not because an unusual number of tenants don't take care of their rentals, nor that rents can't be increased in line with established guidelines and market forces. The majority of tenants are as home-proud as owners.

By ending a tenancy Without Grounds after the expiry of a lease - just 6 months or a year - lessors and their agents can increase the rent without regard to the more reasonable guidelines that apply to an existing and renewable lease: 1) *There's an unavoidable overlap between tenancies, and generally two lots of rents are collected for the same property for two weeks or more during this period.* 2) *The Bond is regularly 'up for grabs': Keeping a good portion or all of the outgoing tenant's Bond has become a sport.*

In a recent QCAT case a Tribunal Adjudicator asked an agent why they attempted to claim the full tenant's Bond. The agent's reply was: "... it's a step that we take when we do a vacate that doesn't look like it's up to scratch." Among other critical remarks, the adjudicator pointed out that it was illegal to do so. But the practice is rife. Agents try to claim the bond or a goodly part of it if leaves or cobwebs reappear at a property a few days after a tenant has vacated.

In conjunction with these evictions there's an almost guaranteed windfall of the bond and unwarranted cleaning and repair bills. It IS how most agencies routinely operate. Meantime the outgoing tenant has to spend another \$1000.00 or more to move elsewhere and pay higher rent after only a year or less at their previous rental. Barely time to unpack and settle down properly.

The other source of 'unearned income' that is irresistible to Agents in particular is the "money-for-nothing" use of Third Parties, which are often the 'Face' of fourth and fifth parties that can never be held to account for questionable or outright illegal practices. The RTA makes it clear that it does not become involved in disputes with third parties. That alone speaks for itself.

Victoria, NSW, and South Australia mandated some time ago that agents must provide at least one genuine method of payment that does not incur fees and impose outrageous Terms & Conditions on unsuspecting users of these completely superfluous middle-'persons', some known as Embedded Networks.

These operators do not have to comply with the RTRA Act and ply their superfluous services under cover of Internet anonymity, providing nothing more than the means to inflate costs and divide commissions with real estate agencies and other participants. This does not apply only to rent payments. Third parties are used to generate commissions for the supply of every service; from removalists, to utilities, and to every service related to renting.

The RTA states that lessors/agents must give tenants the choice of two fee-free payments: Agents get around it by quoting two third-party 'providers' - or their own in-agency payments system, which is in effect another third party - and nominating Money Orders/Bank Cheques as the fee-free alternative(s) knowing each costs upward of \$10.00 to buy. And to ensure that payments are received, the tenant has to deliver them personally to an agency's office that can be many suburbs and any number of kilometers away.

Yet it is so easy for anyone to pay by Eftpos by setting up a foolproof Direct Deposit - a recurring payment - to pay an agency directly. And for people who might not be "Tech savvy", their bank can set up a recurring payment for them in just minutes. Giving tenants a real choice about the use of third parties would solve a number of major problems and ensure lessors can't avoid their responsibilities as mandated by the ACT. This applies to all the other third party services that hyper-inflate the cost of utilities and all rental-associated services.

A full list of all the problems that disadvantage tenants would be too lengthy to quote in one submission. The association '*Tenants QLD*' has researched and identified the bulk of them in their

previous and most recent submissions to the Committee. It remains only for the Committee to believe that these problems exist and nullify them via The ACT - for the long-term benefit of all parties and the advocated principle of Fairness.

Sincerely,

Frank Amico



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