
From: [REDACTED]
Sent: Monday, 12 July 2021 10:20 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.

I would like my name redacted, along with the rest of my details.

I have had a number of unpleasant experiences as a renter, not all of them are directly impacted by this bill, but I believe the greater security these amendments garner for renters would have enabled different outcomes.

We rented a house in Woolloongabba, when inspecting the property we asked about having a dog and the agent assured us the landlord loved dogs. We didn't have dogs with us at the time but were intending on bringing one in at the renewal of the six month lease. We applied for the property and were contacted later by the agent asking us if we wanted to offer more for the property as others were offering more. After offering more, we were accepted. When we received the lease, it failed to include at least two payment methods from the act. It simply had different forms of cheque, postal order, and the re connect one card. When queried about having an extra payment method we were told we had already signed the lease. This was unexpected as our first two weeks were paid by bank transfer. So I got a cheque book around 2020 (even the bank teller was surprised at the request). I did this as agreements through third parties aren't as well covered by the RTA. When it came time for renewal we requested having a dog, and we were told 'No, the landlord isn't interested'. This was gut wrenching as part of the allure of the property was finally being able to have a dog after spending the past several years in apartments. Despite this we renewed as the property had a roof top which was a god-send during lockdown. Toward the end of the renewed lease, we noticed the ceiling had holes in it and had started to sag. It was water damaged, there was an issue with the water proofing on the rooftop. People came out to inspect the rooftop, but the sagging ceiling was not fixed by the end of the lease so we didn't renew. Who wants to live under a roof that looks like it might collapse?

In Auchenflower, I inspected an apartment, at the inspection I asked about paying by bank transfer and was assured this was a possibility. When I was offered the lease, the only options were re connect one card, eftpos in the office, and bank cheque (not cheque, which is the option from the act, but specifically bank cheque). When I brought up being assured about a bank transfer option, and asking if bank cheque could be simplified to cheque, they decided they would accept bank transfer after all. Five months later, with a still broken airconditioner and blinds that won't lower, they're offering me a renewal on a longer lease, at a higher rent, with the previous undesirable payment methods.

Here's an experience that's completely outside of this bill but plays to the power imbalance between renters and owners. While renting an apartment in Woolloongabba, I complained about a neighbour to the property manager, had the property manager defend them, and subsequently had the neighbour become aggressive toward me and my then partner. After discussing the situation with the police we were informed that our only recourse was to

contact them again when the person was being aggressive toward us and that he was known to them. Due to having to live with this issue we didn't renew the lease, but were around long enough to see the person being escorted away by police for a different matter. Renting is not an enjoyable experience.

A number of these issues are not directly addressed by the bill or the amendment, I suspect only the issues directly addressed are pet ownership and rental bidding, but this bill seeks to increase the security of the renter. I believe if there's greater security for the renter, there'll be greater security in taking issues like these to the RTA for resolution. Currently for a general tenancy, the landlord can give notice to a renter to leave with a maximum of two months notice, with the sole exception of a fixed-term lease with the end of the lease being more than two months away.

Moving is expensive, both in the time it takes to find a place (often during business hours), the time it takes to physically move all your belongings, and the money one might spend having the previous place cleaned, having your belongings moved, and the overlapping periods of leases where you're simultaneously paying for two properties just so you can move your possessions before having the previous property cleaned.

As a renter, any time you have an issue, there is a pall over your decisions. Should you fight for your rights and risk being given two months notice to up-end your home or should you bear it as the risk of the alternative is just too great?

Thank you for your time.

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,

