
From: [REDACTED]
Sent: Monday, 12 July 2021 11:09 PM
To: McConnel 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 Grace Grace 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 signed a six month lease during the COVID pandemic in 2020 with [REDACTED], dealing specifically with a [REDACTED] who manages some of the apartments in [REDACTED]. She was not pleasant to deal with and did not follow proper vacate procedures.

Before I signed the lease I had known that it used to be a hotel room so I tried extra hard to keep everything in the same conditions as before, going as far as to not use the oven once throughout my lease even though I am under no obligation to avoid using the appliances I am paying rent for. However, there were some things that are not avoidable, such as the glass-top stove in the kitchen. [REDACTED] tried to make me pay \$900 for wear and tear scratches on the glass top stove with no proof or records or even a quote for me to see that the figure was legitimate. She then also refused to participate in mediation through RTA, and threatened me with going to QCAT over this matter. The entire dispute was beyond stressful to me and no doubt I can imagine how much worse it could have been for some people who may not be as fluent in English or Australian rental laws.

For a summary of what she tried to do please see below.

I paid for the bond clean to be done by the hotel as per [REDACTED] request. I moved out before the bond clean was conducted.

Upon vacating the property, I was not:

- informed when the bond/exit cleaning took place and when it had been completed;
- provided with an Exit Condition Report which I believe I should have been requested to complete after the bond clean was completed - this form was then to be signed by both parties
- informed when the vacate inspection took place, and
- notified of any problem(s) until after I made the initial contact regarding my bond refund.

After [REDACTED] informed me of the scratches on the stovetop, I had not been:

- provided with pictures until requested. The photos were sent to me nine days after I had vacated the property;

- I would also note here that I did not know when these photos were taken, whether it was before or after the unit had already been reverted back into a hotel room, and who may have accessed the room since I had vacated the property.

- initially provided the opportunity to rectify the situation before the room became compromised, despite multiple requests.
- given any supporting information detailing the reason I am liable to pay for the scratches, how the scratches would warrant a replacement of a fully functioning stove, and where the amount of \$900 came from and how it was justified, despite multiple requests for this information
- given any willingness to cooperate with me to resolve this matter until after I had noted that I would contact the Residential Tenancies Authority.

I then learnt that the unit had been authorised to revert back to a hotel room to be used for guests, even though there was (according to her) a stovetop that is damaged to the extent that it requires replacement. I would expect that if there was an issue with the property and it had not been left to standards, the matter should have been resolved before the property is approved to be converted back to a hotel room.

To this date, I still had not been:

- provided with the dates for when the exit cleaning took place and when it was completed. Along with when the vacate inspection was conducted, and when the unit was officially reverted back to a hotel
- provided with adequate evidence that the scratches are anything beyond reasonable wear and tear from regular use - something I cannot legally be charged for
- provided with any of the documents and supporting information I had requested for, including:
 - photo proof and records from routine inspections as well as vacate inspection
 - the make and model of the stove
 - justification that the scratches caused enough damage to the extent that a replacement is required

- written proof of exact cost amount and cost inclusions from your appointed supplier (quote)

I made contact with RTA who informed me after some time that [REDACTED] had refused to participate in mediation, which left RTA with no choice but to advance it to QCAT to be resolved. [REDACTED] was given seven days to make a claim with QCAT. She does nothing. RTA finally refunds the bond back to me.

While this whole dispute was resolved within a month, I was told by RTA that if [REDACTED] had taken me to QCAT over this, the whole process may have taken almost 8 months, what with many other renters experiencing similar, if not worse, issues to me across the state. This almost made me give up, as I was already on reduced hours at work due to the impacts of COVID, and I had to pay a second bond payment for my new lease, while my old bond was still in dispute, meaning I was unable to access a significantly large chunk of my savings.

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]

[Redacted]