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**From:** [REDACTED]  
**Sent:** Tuesday, 13 July 2021 12:00 PM  
**To:** Mark Bailey  
**Cc:** Community Support and Services Committee; thepremier@premiers.qld.gov.au; communitiesandhousing@ministerial.qld.gov.au  
**Subject:** Submission on the Housing Legislation Amendment Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

Dear Mark Bailey MP,

Dear Committee

Please find my submission the Housing Legislation Amendment Bill 2021 (The Bill).

NAME: [REDACTED]  
EMAIL ADDRESS: [REDACTED]  
MAILING ADDRESS: [REDACTED] PHONE NUMBER: [REDACTED]

The Bill is an attempt to balance the rights and needs of lessors against those of tenants. Lessors already have the ability to issue tenants with an NTL for unremedied breaches, repeat breaches, and objectionable behaviour. Lessors' right to protect their property is already well-protected without also being able to issue an NTL simply because the FTA is up. As such, the FTA NTL itself does not protect any valid rights of lessors; it only serves to enable lessors to also make evictions for reasons not permitted under the Act. It means they don't actually have to provide valid grounds for discontinuing the agreement. It gives lessors licence to outright ignore the rights of tenants. It is, in effect, a provision for no-fault eviction. The rights of tenants are not being protected here at all—quite the opposite. The existence of FTA NTLs has several consequences for tenants. Many constantly worry about whether vindicating our rights (with regard to repairs, lessors' breaches, etc.) will result in what is tantamount to retaliatory eviction in the form of non-renewal. It makes tenants afraid to assert their legal rights under the Act—which is, of course, exactly what lessors want. We keep our mouths shut because we know that if our property manager ~doesn't like our attitude~ we can find ourselves homeless at the end of our fixed term. It also makes the statutory prohibition against retaliatory evictions meaningless and unenforceable. And it also deprives us of agency over our own living circumstances: we can keep our noses clean and follow the law to the letter but if our property manager doesn't like our attitude we can still be made homeless on a lessor's whim.

But there's more to it than that. It disturbs me that it is being spun as totally fair and reasonable that lessors should be able to evict people for reasons outside of those provided by the Act, given that the power granted to them by that is extraordinarily broad and easily-abused. I would have hoped that it would be considered unthinkable to include in such an Act a provision wherein a lessor could evict a tenant because some aspect of that tenant's lifestyle did not concur with the lessor's moral or religious beliefs. But here, a lessor can essentially kick a tenant out if they learn that the tenant is LGBT+, or the tenant chooses to have a baby, or the tenant is active within a political or religious movement that the lessor does not support. It is my own experience, and that of several friends, that having one's lessor discover that one is LGBT+ can be soon followed by an unexplained no-fault eviction at the end of the lease period. In effect, the Act allows the lessor to discriminate against tenants on the basis of UDHR-protected characteristics, and there was nothing we could do because the lessor's right to protect their property from queer cooties is sacred.

We need real change for renters that brings stability and the ability to make a place our home.

Yours sincerely,

[REDACTED]