

Residential Tenancies and Rooming Accommodation (Rent Freeze) Amendment Bill 2022

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43

Submitted by:

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See attachment

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Parliamentary Committee Submission

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Background

I have experienced living in rental accommodation for most of my life both in England and for the last 40 years here in Queensland. I have bought houses to live in both in England and here but am also very happy renting my home. I have no real desire to own my home but do appreciate Governments and private investors that provide properties for people to rent.

While I agree that there needs to be a series of mutual rights and obligations between landlords and tenants, from a tenants position my view is that the significant difference between the English and Australian systems is the lack of balance of rights and obligations between landlord and tenant in the Australian system.

The recent attempt to bring more certainty for tenants through changes to the Queensland Tenancy Laws was commendable but did not provide a positive result for fixed term tenants. My current landlord, a very good landlord I must add, informed me that as a result of the changes from now on when I receive my copy of a new signed lease I will also receive a termination of lease notice to take effect on the date that the lease expires. It did not give me a great feeling of certainty.

It is this experience that encouraged me to, for the first time ever, to make this submission to a Parliamentary Committee.

Submission

It is well known and accepted that there are some very bad and unscrupulous tenants. The media is very good at informing the public about this. What is not so well reported is that there are also some bad and unscrupulous landlords.

Parliaments last attempt to make tenants feel more secure was laudable but the actuality of the situation is that we now feel less secure. Many landlords are now issuing a notice to vacate at the termination of the current lease at the same time as sending an invitation to renew the lease. My landlord has gone a step further, in addition to the notice to vacate accompanying the offer to renew the lease when I receive my copy of the signed new lease I will also receive a notice to vacate at the end of this new lease. I am left in hope that nothing major is happening in my life at the time of renewing a lease.

I mention this as an example of what could happen now that this new Bill has been tabled. With a nominated start date for this freeze if the Bill is passed some landlords might well be encouraged to significantly increase rents prior to this Bill becoming legislation.

This may cause the very people it is trying to protect out of the rental market before it comes into effect. Of course the other question is what about those people who can manage to pay these rent increases that will undoubtedly occur before the passage of this Bill.

Section 575 of the Bill appears to refer to this situation however until the Bill is enacted it will have no effect so rents can still lawfully increase.

I submit that Section 575 be redrafted to provide that any rental increase prior to the enactment of this Bill shall be refunded to the Tenant.