

From: Bridget Noble [REDACTED]
Sent: Monday, 14 June 2021 4:33 PM
To: Community Support and Services Committee
Cc: Image Realty Gold Coast; Taila Hyder
Subject: Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

As a landlord I am not comfortable with the balance in consideration of the Amendment Bill 2021. It seems that the tenant has all the rights, the landlord who has worked hard to put money into an investment is being heavily penalised by supplying a roof to a person/family with smaller and smaller Rights as a Landlord, less appreciation of the effort it takes to procure an investment and maintain it, accepting behaviours and "false grounds" that a tenant may also take to avoid eviction

I have always enjoyed a relationship through a good property manager with my tenants, it seems that the landlord is forgotten in many of these amendments and I feel that I would at least like to say:

Submissions should include and I have included:

- the author's name and signature
 - if the submission is made on behalf of an organisation, the level of approval (e.g. a local branch, executive committee or national organisation)
 - mailing address (and email if available), and
 - daytime telephone number.
- improve lease security by removing the ability for "no grounds" evictions or evictions for sale contract by the lessor, and replacing these provisions with two new grounds for a notice to leave - **What are the two new grounds please, where can we view them?**
 - vary minimum notice periods for a notice to leave - **Why is there a need to change this? Please substantiate reasoning**
 - create an offence for lessors who issue a notice to leave on false grounds - **Happy with that. False grounds has no place anywhere!**
 - ensure certain inclusions in regulations made regarding minimum standards for rental homes - **Does that include the tenant as well as the Landlord?**
 - require lessors or lessors' agents to provide more comprehensive information about the property to prospective tenants - **Happy for that**
 - remove the lessor or lessors' agents ability to ask inappropriate rental application questions of prospective tenants - **What is deemed inappropriate? More clarification here please. If it is about the use of personal drugs which include ICE, then this is a very important question as the landlord is then left with a home that needs an expensive de-ICING before renting to other tenants, it also may become known as an ICE-HOUSE and therefore does impinge on the landlord being able to let it again without a possible discount - none of which was the responsibility of the landlord in the first place**
 - remove the lessor or lessors' agents ability to accept rent bids from prospective tenants - **Yes, this has become a more common occurrence recently with the demand for rentals. I am not in favour of rent bids. There should be one rental price per week and normal processes as have been for decades**
 - limit rent increases to once every 24 months and by no more than CPI per year, including if there is a period for which the property is not rented or if current tenants move out and new tenants enter on a new lease - **No, the landlord has every right to have the normal 12 month CPI increase as is any business. Why single out the Rental profession from all others? The Landlord has rising cost increases based on CPI, this is unreasonable**
 - give tenants the right to keep a pet unless the lessor applies successfully to the Queensland Civil and Administrative Tribunal (the Tribunal) for an order refusing the pet on reasonable grounds - **it is the landlord's right to have a say in this. Their property needs to be their decision on pets. It is not the right of the tenant if they accept the conditions in the first place. There are other properties where a landlord allows pets, pick one of those**
 - allow tenants to make minor modifications to a rental property without first obtaining the landlord's consent - **Absolutely NOT. This is a totally unreasonable suggestion for an amendment. At what point does a minor**

modification be classified? This is a minefield if allowed. There will be so many different interpretations of what this means. The answer is NO. It always has been, and should stay that way, this is the landlords property and insurance payments are his responsibility. What if this modification puts a building at risk and the landlord knows nothing about it? Who is going to pay for a resultant claim if it is caused by the tenant's DIY modification. Again, absolutely NO!

- improve tenant privacy by increasing notice periods for entry to the premises - I think there is adequate time already. I am both lessee and lessor, I don't see that this needs to change
- provide for the prompt forwarding of water bills by lessors where a tenant is required to pay for water consumption charges - yes, I agree. Landlords are crazy not to. Often it is the property manager that fails to collect if they are not up to the mark. Landlords and Property Managers have a responsibility to one another to bring this to pass. Water bills are so late after the fact that often a tenant may have already vacated and the poor landlord is left paying the bill anyway for their usage!! Been there, had to do that!
- remove the ability for a lessor to remove a resident under a rooming accommodation agreement without a Tribunal order, to bring the rights of tenants in rooming accommodation in line with tenant's rights in other residential rental accommodation - have no idea about Rooming accommodation. Will remain silent on this one.

Kind regards

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