

From: [REDACTED]
To: [Community Support and Services Committee](#)
Subject: Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021
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Clauses 19 and 23 of the Bill permit the tenant to make minor modifications to the lessor's property without the lessor's prior consent, including: - Painting walls - Installing picture hooks or nails - Installing furniture anchors - Installing shelving

Clause 44 amends Schedule 2 to insert consequential amendments and defines a "minor modification" for the purposes of clauses 17 and 21 as: (d) painting walls of the premises; (e) installing picture hooks or nails in the premises or resident's room; (f) installing furniture anchors in the premises or resident's room; (g) installing shelving in the premises or resident's room; (h) making any other modification to the premises or resident's room prescribed by regulation.

The above is extracted from the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021 and the Explanatory Notes.

I believe that some clauses are very vague.

Clause 44 Minor modifications. Permits many alterations by the tenant. There is a lack of accurate description. E.g., the tenant has the right to

- 'Install shelving'... this very vague... this could be a very substantial alteration to the property. What standard of construction must be considered? Removal at conclusion of tenancy may require re-sheeting of a wall before the superficial work of plastering and painting.
- Put many types of attachment, and as many as they desire in any location/position on every wall. Will the tenant be required to remove all these fittings at the end of the tenancy and 'return' the property to its condition at start of Lease?
- Then there is the clause "other modifications prescribed by legalisation". Will you please provide precise examples?

Which party will be responsible for unforeseen damage? Such as a hole drilled into an electrical cable, gas or water pipe... Serious injury or death could occur. (Remember the ceiling insulation deaths) ... Where will the responsibility be placed? Will insurance cover apply to the repairs?... As the act was deliberate it is not an accident or malicious damage. The cost to repair could be many hundreds of dollars... well in excess of any available bond.

Every interference with a property results in a permanent degrading of the property. Every hole drilled into a wall is a weakening of the structure.... eventually it will fail... which 'minor modification' was one too many? Better there be none or leave the responsibility on the property owner

I submit the legislation as drafted is too vague. If the tenant desires to attach any hooks, nails or shelving it must be done by a professional trades' person and an additional bond, must be lodged, equivalent to the cost of professionally returning the property to the condition at start of tenancy. Who wants to rent a property with numerous ugly hooks on walls and fragile/unstable shelving plus other 'modifications'?

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Regards



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