

From: [REDACTED]
To: [Community Support and Services Committee](#)
Cc: thepremier@premiers.qld.gov.au
Subject: Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021 submission
Date: Sunday, 27 June 2021 4:11:20 PM

To Whom it May Concern

Thank you for the opportunity to provide a submission in response to the bill being introduced into parliament regarding the Residential Tenancies and Rooming Accommodation Act 2008.

I am a property owner and father of two with an investment property in QLD and have concerns regarding the proposed changes which I've listed below.

1. 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

It is a fundamental right of any person, to be able to terminate a contract at its expiry. To take away the right to do this from one party, but not the other, I would consider a breach under the law of equity.

What is the point of entering into a contract with an expiry date, if you cannot terminate on this date? Lessors should always be able to lawfully end a tenancy without a reason. Similarly, tenants do not have to provide a reason for leaving either.

If lessors cannot terminate, but a tenant refuses to re-sign, then I am exposed.

2. Vary minimum notice periods for a notice to leave Under the current law a tenant is required to provide 2 weeks' notice to leave, whereas an owner must provide 2 months' notice.

I do not believe a 2-month notice period should be increased for lessors, or a tenant notice period decreased. What we have now is sufficient for both parties.

3. Create an offence for lessors who issue a notice to leave on false grounds

The law already provides protections for tenants. Under section 292 of the Act, if tenants believe their notice to leave has been for retaliatory reasons, then they can apply to QCAT to have their case heard. Therefore, there is no need to increase legislation in this regard.

4. Ensure certain inclusions in regulations made regarding minimum standards for rental homes

The law already provides protections for tenants for minimum housing standards. Section 185 of the Act details the lessor's obligations regarding quality and

maintenance of a property. Should the lessor not adhere to these standards, then tenants can issue a breach notice to the lessor for the maintenance issues to be resolved.

5. Remove the lessor or lessors' agents ability to accept rent bids from prospective tenants

The law already prohibits agents/lessors from requesting more rent for a home or encouraging rental bidding under section 57.

6. 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

One of the single, safest investments in Australia for mum and dad investors, like me, is property. Government is taking away this fundamental right for someone to protect and save for their future and retirement, that the government is always so adamant that we should be doing.

7. 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

If the government is going to allow pets at all properties, without choice, will there be protections introduced for lessors for damage caused? Currently, there is no such thing as a pet bond. Also, due to section 171 and section 53 of the legislation, lessors are unable to specify a professional service be used at the end of the tenancy to control pests or have tenants use professional carpet cleaners.

8. Allow tenants to make minor modifications to a rental property without first obtaining the landlord's consent

How is a "minor modification" actually going to be defined in the regulations? What will be the rules at the end of a tenancy? Will tenants be required to return the property to its original condition as they are required to now? What about safety and compliance issues? If a tenant was to do their own maintenance and hurt themselves or someone else, who will be responsible for this? Another situation where insurance may not be the answer.

Sincerely,

Eoin Hickey;

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