

## Community Support and Services Committee

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**From:** [REDACTED]  
**Sent:** Thursday, 1 July 2021 11:16 PM  
**To:** Maryborough Electorate Office  
**Cc:** Community Support and Services Committee; Minister for Communities and Housing  
**Subject:** To Community Support and Services Committee (CC my local MP): Submission on the Housing Legislation Amendment Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

Dear Bruce Saunders MP,

Dear the Community Support and Services Committee, cc my local MP -

I'd like to comment on both the Housing Legislation Amendment Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021.

I'd also like to take this opportunity to share something with you: a snapshot of what it's like to rent in Queensland.

I rented a property at Golden Beach, on the Sunshine Coast Qld from April 2018 to Dec 2020 at \$465/week. It was rented to me as a 3 bed with a rumpus room being built on the rear of the property which had a double garage attached, it was fenced separately but had a gated entrance beside the garage through to the main house. Nothing on the lease stated it was not for tenants use and the power was from a sub meter on the main switchboard. (a fact I only found out about in June 2019). I checked with the property managers and they said yes the rumpus room was part of the rental lease.

In July 2018 the landlord, who had up till then had tradesmen coming from 7am while I was working nights to finish the rumus room, moved in a fellow called [REDACTED] to the rumpus room with no word to me and installed a new fence gate with a lock, and an outdoor spa. He also changed property managers.

Needless to say my power bill went up so I spoke to the property manager, she queried the owner who stated no one was living up the back and there wasn't a spa installed, also the power was metered separately.

There were holes in most of the screens when I moved in plus bubling paint on the kitchen ceiling which I noted and asked to be repaired, over and over. The lights were shorting, one stove element was broken, and one power point was live when turned off. So the owner was refusing to do further maintenance on the property. I renewed the lease in April 2019 as I had been ill with pneumonia in twice during the year and Influenza A in Oct/Nov 2018 that put me in ICU necessitating several weeks of work, unpaid, meaning I couldn't afford to move. In June 2019 I asked the property manager about the power set-up and for the owner to pay the rumpus rooms share of the bill. He again denied it was not separate and any one was using it. I checked with the council re the status for use and found it was only for my use as the tenant of the main property and the lease holder of the single numbered address. I forwarded these findings to the property manager, nothing happened about the sq uater but the owner switched the power to his name until April 2020, he received the government power rebate for covid for my rental and probably his own property as well, then he made me switch it back to mine or he'd have it cut off. I did not get a covid power rebate at all. After many emails about the power and maintenance issues plus after covid stopped me working his refusal to reduce my rent despite having someone else living on my lease and running up my power bill. He then in April 2020 gave me a 6 month lease which during covid isolation and being ill, I had no option but to renew. I did query why only 6 not 12 and they said he want to move back in. In June 2020 i decided since he was still refusing to do maintenance and mosquitoes and toads were coming in, plus I was now at home 24/7 with breathing issues, I wanted things fixed at last, especially since I was still paying full rent for half the property I was renting. I sent breach notices to him, all he did was ignore them. I followed through the process and he sent tradespeople to do a quote. Then he changed property managers again, he did not tell them there was an outstanding dispute resolution notice on the property or outstanding maintenance work required. I arranged a meeting with [REDACTED] and informed them of this and asked them to sort it out plus get my money back for the power from 2018/19 and from May to August 2020. All I got was promises and then a notice to vacate the property by 28th October. Then he took me to court for an eviction notice stating I was supposed to be out by the 9th of October. I was back and

forward to hospital during my last 9 months in that house due to significant damage to the property caused by water damage to the ceiling in the kitchen and I suspect the whole end of the house, and stress, anxiety and financial issues caused by the owners behaviour, demands, and refusal to decrease rent issues. The light fitting outside in the same roof area

had shorted due to water in it, it was never replaced. Everything stored in the pantry kitchen and garage was covered in mould. The paint on the kitchen ceiling was cracked and had black mould coming through where it had been wrinkled and warped. A mould company I had in tested the moisture content above the ceiling and it was well above saturated level. There was no sarking or insulation below the roof tiles and water damage in the hallway. Also high humidity levels even with windows (apart from the damaged fly screen ones) and back door open above 75 - 80%. Air quality was poor as well due to toxic spores and toxic fumes due to building damage from water. I ended up taking it to QCAT Tribunal for back rent due to having someone else illegally in the rumus room on my lease and not reducing the rent, failure to do requested maintenance in a timely manner, failure to remedy the mould problem when noted correctly, charging rent for an uninhabitable rental while I was in hospital for two weeks and unable to live there for 2 weeks on Doctors orders.

The owner and his solicitor harassed me, phoned me while I was in hospital with demands to drop the court case against his client. I refused then in court he accused me of blackmailing them, I couldn't leave the property empty as I was in hospital and recovering from pneumonia on top of mould toxicity illness, plus it was pelting down with rain the last month I was there, but left it as tidy as possible given the circumstances and it was explained to the property manager. Someone went in and messed everything stored there up into a big mess then took photos and showed them in court. I hadn't taken photos of all of it but what I had taken shows it's different. Plus they had keys and the agents time lines are all wrong, she had people in to move things out the day after the police had been in, the day after I left.

The garage was supposed to be locked and left for 30 days and it wasn't. There were items that went 'missing from my possessions that I had to leave behind because I ran out of time due to health issues and the landlord not giving me the time I needed.

They got time extensions then claimed the time lapse was too long from moving out for back rent etc. They put in a strikeout that was heard the same day, the original magistrate was ill and I had a stand in who obviously had not read the case, he only heard the strikeouts. The owner, his wife and the [REDACTED] agent all lied in their evidence, I was just told to be quiet if I tried to intervene, I would get my chance. But I didn't. The owner also told the magistrate I only breached him as retaliation for him not renewing the lease, definitely not the case.

I ended up owing that lying landlord over \$2700 which I'm having to pay back while trying to live on disability and paying dear rent. I can't work due to chronic health from his rental.

I am trying for an appeal but with no legal help I don't like my chances. Their solicitor is already applying to have it thrown out.

There is no justice, he did the wrong thing, now he is going to get away with it because A. I didn't breach him the first year (2019) because I knew he wouldn't renew my lease and I couldn't afford to move, he knew it so he continued to refuse to do the maintenance.

B. February 2020 when the lease came up for renewal my work had dropped to almost non-existent, and also I was in the high risk category so wasn't about to be out looking at rental properties so I couldn't move even though I wanted to. By March 2020 I was isolating due to Covid19.

C. The owner breached the lease numerous times, the first 18 months at least twice a day two days a week picking up the fellow [REDACTED] from the rumpus room to go shopping or wherever they went for a few hours staying for a while before he left always parking in the driveway, often arriving at around 7am in the morning and being there at 6pm., and on weekends with no entry notice and out of legal hours. The magistrate took no notice and the owners lied, even when the wife admitted to them using the property during the day he said nothing. There are rules as to when and what times owners are allowed to enter the property, He broke them all. He also rudely flipped a bird at me while parked in my driveway picking up his mate which he also lied about and got away with.

D. When a tenant signs a lease they are expected to jump through hoops. Every 3 months house inspections, they come through whether you are home or not, take photos of Everything, all your personal belongings, not just anything that maybe damaged.

You have a huge list of cleaning that normal people do once in 12 months maybe, cleaning windows, gutters etc. After 12 months they should know if a tenant keeps the house nice or not and reduce the inspections.

E. Its a contract.

If you have a pet when you shouldn't, breach, out you go.

Or if you are late with the rent, warning, breach notices then out you go.

But the landlord, emails re maintenance by heaps, ignored, breach notices, out the tenant goes. Its a contract, why is the landlord not made to honour the contract, it states he is signing he agrees to provide a fit and habitable place to live, and keep up with regular required maintenance.

F. Rental laws state for a dual tenanted property, The power if its on a submeter has regulations as to how its to be charged to the tenant by law. This landlord even after it was pointed out to him and he was given the the correct instructions as to how to calculate and repay what he owed still failed to remedy the situation then got away with it court by stating it was too long ago. By rights as he broke the law and there was a way of really calculating exactly how much he owed, he should of had to refund all my power bills for the whole period that he hadn't calculated it correctly.

I know this is lengthy, there is probably a lot more needs telling but this gives you an idea.

It certainly wasn't fair and things need changing. I wasn't aware of time constraints and the RTA didn't inform me either of some of them. Even so landlords will continue to refuse to do things with the threat of non renewal of leases hanging over tenants heads. That's what the magistrate nailed me with you knew about this in 2018 its know 2021, it took from October 2020 till March 2021 for a hearing as it was marked non urgent. If I'd complained I would have been kicked out and that's what I said, same as the back rent for the illegal tenant, I said I didn't care if he stayed maybe he needed the room, he was quiet etc but he still shouldn't be there he interrupts my peaceful enjoyment from time to time, so I want my rent reduced, he refused to so it went to court. The judge refused because I said the guy was OK. That was wrong the guy was living illegally on my lease according to council and the RTA, and I was paying full rent for half the property, my daughter was origin ally going to move in there and share the costs. I should have been awarded back rent for the whole lease period considering I lost the use of basically a self contained granny flat and double garage.

If you want to get in touch my phone no is [REDACTED]

Hence my health had deteriorated to the point I couldn't think of words I wanted, couldn't remember things, even simple things, I couldn't speak a full sentence without running out of breath. I was in and out of hospital with chest pains and breathing problems, pneumonia, I suffer from PTSD which the stress this landlord has caused with his and his solicitors rudeness and harrassment

2020 I had pneumonia again

[ADD YOUR EXPERIENCES AS A RENTER HERE]

In its current form, the Housing Legislation Amendment Bill 2021 will do little to improve my situation as one of the 1.8 million renters in Queensland. While this bill may be palatable to the real estate lobby, it completely disregards my experience as a renter.

While I'm pleased that the Housing Legislation Amendment Bill includes positive provisions for renters experiencing domestic and family violence, it contains little other reforms of substance for renters.

I urge the Queensland Government to take this opportunity to amend this bill and to implement real rental reforms that will make renting in Queensland affordable, secure and fair.

It's crucial that rental reforms in Queensland include:

- A genuine end to 'no grounds' evictions – providing tenants with long-term security in their homes without the risk of an unfair eviction at the end of their lease
- Allowing tenants to make minor modifications, like hanging picture frames or installing furniture safety anchors
- A real ban on rent bidding – banning agents and property owners from accepting amount above the advertised rent for a property
- Expanding minimum standards to include ventilation, cleanliness and insulation
- Stopping unreasonable rent increases by tying rent increases to general inflation (CPI)
- Ensuring prospective tenants have fair and honest information about the property
- Banning inappropriate or discriminatory questions by lessors
- Make it easier for tenants to have pets – by flipping the onus on property owners/agents to demonstrate why it's unreasonable for a tenant to have pet

These provisions are included in the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021. I urge the government to either support the Tenants' Rights Bill, or amend its own bill to provide real protections for renters.

Yours sincerely,

A large black rectangular redaction box covering the signature and name of the submitter.

## Community Support and Services Committee

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**From:** Kat <kathunt055@gmail.com>  
**Sent:** Thursday, 1 July 2021 11:36 PM  
**To:** Community Support and Services Committee  
**Subject:** Submission to the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

Good morning

Please include in your submissions for tenants' rights an inclusion for landlords when signing a rental contract along with a tenant, that they are made to uphold their side of the contract without the tenant having to drag them through the tribunal. That is for things like providing regular maintenance to the property, if the tenants have to have the owners or agents coming through taking photos and invading privacy every 3 months with just an email notice then an email notice should suffice to get maintenance issues fixed. It should not be needed for the tenant to have to issue a breach notice or to then go to the tribunal and risk having to be kicked out of the home to get something fixed, or being on bad terms with the owners. There has to be a better way to make bad landlords do their maintenance without causing tenants all this grief.

Also water damaged and mould infected buildings, whether it's visible or not I.e. in the walls and ceilings, it still causes ill health. We need laws and tenant protection. I have been ill for over 12 months from a water damaged mouldy ceiling and hallway in my previous rental, the landlord had just painted over it, then denied it as cockroach droppings when it started to come through the ceiling.

Regards

Ms Kaye Hunt