
From: Graeme Breen [REDACTED]
Sent: Tuesday, 6 July 2021 10:00 PM
To: Community Support and Services Committee
Subject: Submission to a Committee Inquiry

Hi,
My contact details for this submission are:
My name: Graeme Breen
Phone: [REDACTED]
Email: [REDACTED]

I own two units on the Sunshine Coast as investment properties. I am supportive of tenant's rights being protected, in fact I had assumed they were in some of the changes being put forward, but I do not agree with a couple of other suggested amendments.

Summary - I support tenants' rights being strengthened to ensure the tenant has fair use of, and ability to apply for, the unit being offered for lease. I do not believe those rights should be extended to include the tenant managing whether pets are housed in the unit, what rent can be increased by regardless of market forces, and also what changes can be made to modify the unit.

I support:

- 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
- vary minimum notice periods for a notice to leave
- create an offence for lessors who issue a notice to leave on false grounds **(I cannot believe this is not already an offence!)**
- ensure certain inclusions in regulations made regarding minimum standards for rental homes **(but I couldn't find EXACTLY what these inclusions are, so my support is qualified)**
- require lessors or lessors' agents to provide more comprehensive information about the property to prospective tenants **(but I couldn't find EXACTLY what these inclusions are, so my support is qualified)**
- remove the lessor or lessors' agents ability to ask inappropriate rental application questions of prospective tenants **(but I couldn't find EXACTLY what is meant by "inappropriate", so my support is qualified)**
- remove the lessor or lessors' agents ability to accept rent bids from prospective tenants
- improve tenant privacy by increasing notice periods for entry to the premises
- provide for the prompt forwarding of water bills by lessors where a tenant is required to pay for water consumption charges

I do not agree with, or support these suggested amendments:

- 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

This seems unfair. Just as the property market for property sale is set by market forces, so too should the rent a landlord is able to charge. While I concede there is an issue with rental property shortage at the moment, it is not appropriate for the cost of the remedy to be placed on landlords. The housing shortage is a societal problem and should be addressed by our societal representatives - the State and Federal governments, and perhaps even local government but to a lesser degree.

My personal circumstances provide a couple of examples which would be impacted by this amendment:

- I kept the rent on hold, at the same rate, for the last 3 years as I was keen to help the tenants as they had 3 kids, were immigrants and I wanted to get a reasonable return but wanted to help them out too. They have moved interstate for work and so I would only be able to put the rent up by CPI when I would definitely expect to be asking for a higher increase as rents have moved on significantly over the last 3 years
 - As it turned out, when these tenants left, they left the unit in a condition where I just had to do a refurbishment as I didn't think it suitable to rent. I did not intend doing the full refurbishment until they moved out and I then saw the damage done. Now I intend increasing the rent as the unit has gone from a 30-year old unit to one that is largely brand new, and would naturally attract a higher rent return.
- 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

I do not want pets in my units as a cat or dog, etc can easily destroy a carpet (for example) and the cost of repair is far more than the bond amount. The tenants are paying for the right to use the unit I provide and to have fair and reasonable use of the unit without unrealistic impositions by me, BUT I offer my units up-front as no pets allowed. Frankly, I don't have pets in my unit that I live in, so I am very surprised that the expectation is that the tenant will determine the conditions under which I will let the unit - that does not seem fair at all.

When I read this suggested amendment, my immediate thought is that I do not need the stress and concern about the damage that the pets will cause to my unit, and that I'll just sell them in a couple of years and put my money into

other areas. That's the truth.

- allow tenants to make minor modifications to a rental property without first obtaining the landlord's consent

Again, I believe that the tenant signs the lease to use my unit for the period of the contract knowing the condition of the unit - be that with/without pets and with the structure that the tenant sees when they do their inspection. If the tenant wants to make minor modifications, then they can discuss those with the landlord prior to signing the lease. I do not believe that the tenant should have the right to make modifications to the unit without the landlord's express approval.

It's my unit and I should be able to determine what modifications are made to my unit - and similarly the tenant has the right not to lease the unit if the landlord does not agree to the proposed modifications.