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To: Community Support and Services Committee
Subject: Submission to the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

Submission to the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

Feedback on Division 1A Minor Modifications

209A Making minor modifications

The tenant of premises may make minor modifications to the premises.

The amendment bill does not state what minor modifications are, but I would be very concerned if this meant more than putting hooks up and meant tenants could paint a wall, install cabinets or flooring, install electrical appliances or other changes that would tailor it to the tenant's choices. The property has been presented in a certain way for a reason, it is the owner's property and their choice as to how their property is presented. The property is likely to be presented in a way that maximises its attractiveness to the vast majority of potential tenants e.g. neutral colour schemes, no feature walls that would clash with someone's furniture. It is the owner's preferences and their right to have the place left as they left it after the tenant moves on. The amount of time, money and effort that would go into fixing tenant's preferences, between tenancies or when the owner moves back in. Tenants are already concerned/angry when they don't get their bond back. I can tell you now that the cost of rectifying these modifications would take all of their bond, by the time you hire a handyman to do the work. The cost of painting and reinstalling plasterboard trims, architraves, skirtings etc., and the lost rent whilst you get someone to do the work. Is this all able to come out of their bond? There is no mention of how long a tenant needs to be in place to before they can do modifications. So this means the owner could be undertaking work to rectify every 6 months as this is generally the minimum lease time. If tenants have been in place for a long term, e.g. minimum two years, after the tenant has proven they have no intention of moving on, I do not see why they can't ask for permission from the owner to make modifications. But it needs to be approved and the colours/features agreed upon. It is not their house. And they are not the ones fixing it afterwards.

Feedback on Division 4 Keeping of Pets

The amendment bill does not recognise that dogs create noise nuisance and are therefore not suitable for certain properties that are close together but are not covered by Body Corporate and Community Management Act 1997 or the Building Units and Group Titles Act 1980. Dogs also require fencing that some properties don't have. Cats impact wildlife, and are also not suitable for properties that are near conservation areas, backing onto national parks, etc. These properties would need the ability to blanket ban dogs and cats, so the owner does not have to go to the tribunal every time a tenants wants a pet. And cats would need a cat run or enclosure. Who is paying for that? And what damage is done to the house to install it? Is this going to be able to recovered by bond? See above where tenants are already pissed at having their bond taken to fix damage they have made. Not every tenant will want a cat enclosure taking up space where their kids would play etc.

Feedback on Rent Increases

As the owner I should have the right to decide what rent is charged for my property. The rent charged often reflects the quality of tenant you will get. Fixing it to CPI increases every 24 months regardless of whether it is the same or another tenant coming in during that period is unfair. It will not reflect market value or the demand for a property, nor the real expenses that go into providing a rental. This is a short sighted provision. I will be reluctant to rent out my property if I can't say what compensation I receive for doing so. Not being able to assess the real costs (not just the ones in the bill) and increase the rent to cover them between tenancies is unfair. I should have the right to decide who rents my property and what rent I charge. Defined periods between rent increases is reasonable, but

dictating what rent can be then charged without taking into consideration what has happened during that period is short sighted. It won't keep pace with a particular market or environment and will encourage turnover initiated by the owner. You won't want a long term tenant as you can't increase the rent. You are basically making it so that if rental demand/price has increased, landlords will have to remove their tenants every 2 years by renovating the property so that they can gain the real rent value. No tenant is going to accept a rent increase if they can drag their landlord through the tribunal instead. Owners will only keep properties available as long term rentals if they can be compensated fairly for the entire period. Short term rentals do no-one any good, neither tenants nor the community.

Thank you for the opportunity to provide feedback.

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