
From: David Gallant [REDACTED]
Sent: Friday, 9 July 2021 2:00 PM
To: Community Support and Services Committee
Subject: Submission: Community Support and Services Committee, Residential Tenancies and Rooming Accommodation and other legislation Amendments Bill 2021

Dear Committee,

Thank you for the opportunity to make this submission. My name is David Gallant, and I am an investment owner in Queensland. The purpose of my investments in property is the hope that I will be able to supplement my modest super in retirement. I write to the Committee today regarding the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021. Firstly, I want to make clear that I want to be a responsible investor lessors and thus support making sure the rights of tenants are fair and reasonable. However, I feel that some of the proposed changes will have a dire impact on my ability to remain an investor lessors in Queensland.

Areas of concern:

- Regulating rents and when rents can be increased such as proposed “**once every 24 months and by no more than CPI per year**” this will have an impact on how I would lease my properties such as diversifying in other markets i.e. Air B&B only. Currently, The Residential Tenancies and Rooming Accommodation Act (RTRA Act) has provisions in place for rent increases during existing fixed term tenancy contracts, plus periodic tenancies. The tenant has ability to act and if need, apply to Tribunal (QCAT) to decide if a rent increase is excessive. (Sections 91 and 92). Section 94 allows for rent to be increased in a six month period only. For fixed term tenancy agreement contracts that are renewed and effectively enter into another fixed term contract (known as lease renewals), section 71 adequately allows for tenants to seek assistance if they believe any rent increase is excessive. There are adequate provisions in place in the legislation without need for further regulation.
- 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, being: Occupation by the property owner or the owner’s close relative – Major renovations to be made to the property - Vary minimum notice periods for a notice to leave, including: - 6 months’ notice for owner/ relative occupation and major renovations. I have never removed a tenant on the basis of ‘no grounds’. The proposed amendment will remove any security I need to protect my significant financial investment. The wording will not aid in removing a tenant (in the rare need) for abusing the property. This will be a greater risk of loss to the investor. Again such amendment would make me think about how I would go about leasing my property (i.e. short term stays)
- Allow tenants to make minor modifications to a rental property without first obtaining the landlord’s consent. I thought Section 217 to 219 of the RTRA Act currently cover tenants making fixture or structural changes to the property. There is no need to further regulate as these provisions adequately cover the rights of either party in this instance.

Thank you for at least reading this email and giving it some time. I’m only wanting to try and ensure that my investments are well cared for as they are my way of trying to ensure that I can retire and support myself as I suspect I won’t be able to do this just on super alone.

Kind regards,

Dave.