



**PROPERTY OWNERS'
ASSOCIATION
OF QUEENSLAND Inc.**
Watchdog of Rental Property Owners since 1916

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

The Property Owner' Association of Queensland object to the proposed changes as proposed changes by Dr. MacMahon

Clause 1 – Short title - This Act may be cited as the Residential Tenancies and Rooming Accommodation (Tenants' Rights and Other Legislation Amendment ACT 2021 - **REJECTED**

Clause 2 amendments to the Police Powers and Responsibilities Act 2000.-**REJECTED**

Clause 3 omission of s 611 (attendance at rental premises while person or property is removed – **REJECTED**
Police Powers and Responsibilities Act 2000 should remain the same. Protection is needed for the safety of all parties whether it be lessors, providers, tenants or residents

Clause 4 Insertion of new chapter 24 pt 23 – **REJECTED**
As above – why change something that is working.

Part 3 – Amendment of Residential Tenancies and Rooming Accommodation Act 2008

Clause 5 This part amends the Residential Tenancies and Rooming Accommodation Act 2008 – **REJECTED**

Clause 6 Amendment to 17A - **REJECTED**

The current Act appears to cover the proposed amendment. All properties when constructed are built to the minimum standard at the time of construction- eg dimensions of rooms, ventilation and insulation. Further to 17A (3) (j) freedom from vermin infestation. At the time of the tenancy commencing this may not be a problem but inherited during the tenancy.

Clause 7 Amendment to s57 –**REJECTED**
(2A) The current Act covers this proposed amendment

Clause 8 Insertion new 57a -**REJECTED**
New 57A rejected – this proposed change takes away the lessors rights –in the proposed legislation it refers to (Tenant's Rights) Lessors have rights also.

Clause 8 Amendment – 57b **REJECTED**
The lessor/agent has the right to request particular information from prospective tenant before giving approval for a tenancy to ascertain whether the prospective tenant has the ability to pay the rent and has a clean rental history

Clause 8 Amendment -57c **REJECTED**
Lessor must give information to prospective tenant. Again it appears that the lessor has to give to the prospective tenant private information. But in 57b the new legislation states the lessor does not have the right to ask for information to ascertain whether the tenant is suitable.

- (i) **If the property is contamination because of trafficking or producing dangerous drugs surely the police would be aware and the property would have to be cleaned. Again it is necessary for the lessor to have the full rental history of the prospective tenant.**

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- (ii) If asbestos in the property is painted and not disturbed by hammering nails screws etc there would be no problems.
- (iii) (If the premises are subject to a notice or building defect or safety concern – that would be addressed by the local authorities.
- (iv) (v) signage would be visible at the property.

Clause 9 Insertion of new s 79A –**REJECTED**

- (1) This is already covered in section 77 RTA Act
- (2) (a) (b) previously covered
- (3) Rejected this proposal change takes away the lessor's rights

Clause 10 Amendment of s 91 (Rent increases)- **REJECTED**

Already covered in the RTA Act

- (1) Section 91 (1) (c) again this proposed change takes away the lessor's rights – in the proposed legislation it refers to (Tenant's Rights) Lessors have rights also.

Clause 11 Insertion of new s91A – **REJECTED**

Clause 12 Insertion of new s92 A – **REJECTED**

- (1) (a) rejected – extra work load for tribunal – waiting time already too long
- (b) rejected
- (c) some tenants would never agree to an increase in rent
- (2) (a) rejected –extra work for tribunal
- (b) if the amenity or standard of the property has increased substantially since the last increase it would be impossible for the property to be tenanted during that period
- (c) rejected-
- (d) rejected
- (e) refer to (b)
- (f) rejected
- (3) rejected
- (4) difficult for the tribunal to make a decision.

Clause 13 Amendment of s93 – Minimum period before rent can be increased – **REJECTED**

Clause 14 Amendment of s 105 (rent increases) – **REJECTED**

Clause 15 Insertion of new ss 105A-105C- **REJECTED**

Amendment 105B Provider's application to tribunal about rent increases – **REJECTED**

Amendment 105C Minimum period before rent can be increased –**REJECTED**

Clause 16 Amendment of s166 (Water service charges for premises other than moveable dwelling premises – **REJECTED –The RTA Fact sheet stated that the water bills to be paid within one month**

Clause 17 Amendment of s 192 (Grounds for entry) -**REJECTED**

Clause 18 Amendment of 1s 193 (Notice of entry)- **REJECTED**

Clause 19 Insertion of new ch3, pt5. Div 1A –Minor modifications.- **REJECTED**

Amendment 209A Making minor modifications – **REJECTED**

Clause 20 Insertion of new ch3, pt5 div 4 –Keeping of pets- **REJECTED - can cause damage to the property**

Amendment 221A – Right to keep pet – **REJECTED**

Amendment 221B – Lessor's agreement to keeping a pet.- **REJECTED- again cause problems to property**

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Amendment 221C Tribunal orders about keeping pets – **REJECTED** extra work load for QCAT

Page 16- (c) (d) (e) – not in sequence????

Clause 21 Amendment 228 (park rules) – **REJECTED**

Clause 22 Amendment s 253 (Resident's obligation generally)-other than under section 256B- **REJECTED**

Clause 23 Amendment Insertion of new ss 256A-256B-256C-256D **REJECTED** – **could be a health problem with an animal kept in a room and also to other residents in the property**

Clause 24 Amendment of s 259(entry after giving notice – **REJECTED**

Clause 25 Amendment of 268 (Rules made by the provider) –**REJECTED**

Clause 26 Omission of s 286 –(notice to leave if premises being sold) Section 286- **REJECTED**

Clause 27 – replacement of ss 291 and 292 –**REJECTED**

Section 292A Lessor must not give notice to leave premises without reasonable grounds-**REJECTED**

Clause 28 Amendment of s 326 (Notice to Leave) – **These requirements are already stated in the Act**

Clause 30 Amendment of 330 (Handover day for notice to leave for moveable dwelling premises-**REJECTED**

Clause 31 Amendment of s340 (Failure to leave for other grounds)- **REJECTED**

Clause 32 **REJECTED**

Clause 33 Amendment of s 354 penalty maximum penalty – 10 penalty units **REJECTED** **The current Act shows 50 penalty points**

Clause 35 – “Replacement of ss372 and 373 – **REJECT**

Clause 36 Replacement of s375 (power to remove resident) – **REJECT**

Clause 37 Insertion of new s 377A –**REJECT** – **In the current 377 – Application by provider to terminate fixed term agreement because of excessive hardship is allows the application pay compensation to the other party.**

Clause 38 -Insertion of new ch ,5, pt 2, divs 5A and 5B

Chapter 5 part 2 insert Division 5A – Recovery of Possession of premises – **AGREED**

389A Issue of warrant of possession –**AGREED**

389B Warrant of possession- **AGREED**

389C Execution of warrant of possession -**AGREED**

389D Way of recovering possession of premises– **AGREED**

Clause 39 Division B Compensation– Amendment of s415 (Meaning of urgent application)

389F Obstruction of person executing warrant of possession – **AGREED**

Clause 40 Amendment of s421 (Matters to which tribunal must have regard for orders for compensation)
Confusing ???

Clause 41 – Amendment of s426 (Disputes about lessors' notices –**REJECTED**

Clause 42 – Amendment of s 427 (Dispute about providers notices_ -**REJECTED**

Clause 43 – Insertion of new ch 14, pt 5 - **REJECTED**

Past 5– Transitional provision for Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Act 2021 **REJECTED**

569 Application of amendments - **REJECTED**

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Clause 44 - Amendment of sch 2 (Dictionary) –

- (1) Schedule 1- agreed
- (2) Schedule 2 – **(a)(b)(c)**
 - Fixture –rejected
 - Indexed rent amount(91A) Disagreed
 - Major renovation agreed
 - Minor modification(a)(b)(c)(d)(e) disagreed

(2) Schedule 2 definition failure to leave – **REJECTED**

We, The Property Owners' Association of Queensland object to this proposed Legislation on behalf of all the mum and dad investors of rental properties.

It is unrealistic to expect investors to continue to invest in Queensland real estate if faced with untenable arrangements that don't allow them to protect the value of their asset and strips them of fundamental decision-making powers and rights.

If this legislation is agreed by the present Government, properties will be sold with the result the Government will have to supply more public housing. The tenants that this Bill were intended to support will have the opposite effect – more will become homeless.

Reference is made to Human Rights but in this legislation apparently that right is for tenants only.

Therefore we urge that this proposed Residential Tenancies and Rooming Accommodation (Tenant's Rights and Other Legislation Amendment Bill 2021 be rejected.

**Roslyn Wallace
Secretary POAQ**

On behalf of the Property Owners' Association of Queensland.