
From: [REDACTED]
Sent: Monday, 12 July 2021 6:06 PM
To: Community Support and Services Committee
Subject: Submission to the Housing Legislation Amendment Bill 2021

12 July 2021

To: Committee Secretary
Community Support & Services Committee
Parliament House
George Street
Brisbane QLD 4000

Re: Written Submission to the Housing Legislation Amendment Bill 2021

Dear Sirs/Madams:

Thank you for this opportunity to express our views regarding the subject prospective legislative amendment.

As self-funded retirees with a rental property in Queensland, we have a qualified vested interest in this matter as it affects my wife and I directly.

- Regarding the first policy objective on **Lease Terminations**, we have no issue with the proposed legislation so long as the termination at the end of the fixed lease term is solely within our discretion and can be enacted without cause, enabling us to freely pursue a new rental tenant with new terms and conditions, so long as the required two month notice is provided,

- As to the second policy objective pertaining to **Domestic & Family Violence Protections (DFV)**, we object to **all** of the elements of this provision as they inappropriately insert us, as landlords, into the middle of a family dispute situation which is not only, unfair, but also potentially very costly to us (a maximum 7-day termination fee for early termination; putting us in the middle of an early rental bond distribution, and allowing for locks to be changed without landlord's consent).

While we have sympathy and compassion for those people who may find themselves in a bad DFV situation, it is not right for the government to burden a landlord with a situation that we are not equipped to solve -- except by being required to take on additional financial risks. Instead, in such situations, the government should intercede and cover all the losses incurred by the landlord which may result from the protections being afforded those involved in DFV. A seven day termination provision is far too short (minimum should be 30 days), no early releases or partial distributions of bond should be allowed and, certainly, no locks should be changed by Tenant under any circumstances (to the contrary, changing a lock is/should be grounds for a termination with cause).

This legislation is an invitation to disaster for a landlord, if a DFV tenant refuses to pay rent or leave at the end of the term, when the landlord doesn't even have the ability to gain proper access to the property or the protection of a fully funded bond. The government should find a different/better way to support these people rather than load the financial risk burden on a landlord.

As self-funded retirees, we (and many others like us) absolutely rely on the income and cash flow from our rental property to support us in our retirement (rather than taking a government pension). If we suffer non-recoupable financial losses due this proposed legislation (as our mortgagee will certainly not accept a

reduced payment if we are strapped due to the terms of this proposed legislation), then we will likely sell our property off and proceed to go on a government pension.

- Regarding the third policy objective on **Minimum Housing Standards**, we are not supportive of the elements of the proposed legislation to extend the time to return the property to entry condition from 3 to 7 days as this is simply forgone income to us and responsible tenants should be able to effectively plan ahead of a termination date of a lease so as to be prepared to effectively meet the current 3 day turnaround requirement, Further, we do not support an increase in the tenant's authorization for emergency repairs, and no such authorization should exist if the tenancy is managed by a third-party professional property manager (who can handle these situations much better than a tenant).

- Lastly, regarding the fourth policy objective on **Pet Rental Terms**, as pet owners ourselves and as landlords who have previously allowed tenants to have pets, we are in support of the proposed legislation to provide for reasonable grounds for achieving fair and reasonable rent provisions, except we strongly object to the disallowance of increased bond for allowing a pet as part of the lease tenancy. Some pets can and do damage to property and such damage would not be of a nature consistent with damages done by people..so, logically, an increased bond to cover this increased damage exposure is appropriate. Furthermore, as a reasonable comparative precedent, most pet-friendly hotels require hotel guests to post an additional damage bond/deposit for these same exigencies; and frankly, for us, as pet owners, we fully understand and appreciate the request.

Generally speaking, as a private owner/landlord, we are, understandably, highly sensitive to changes which unduly raise our financial risk profile (which is already pretty high). Should government pursue the changes it has currently proposed without some risk mitigating amendments (as proposed herein), it is very likely that we, and many others like us, will have no choice but to dispose/sell our investment property that will likely cause a permanent decrease in the rental inventory, thus necessitating further investments by government to cover the gap of available supply going forward.

Please feel free to contact us if you require any further explanations or clarifications of our positions.

We look forward to the Committee's due consideration of our positions expressed herein.

Sincerely,

Richard Matlof & Teresa Rojas

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