

10.7.2021

Dear Committee

I write in relation to the proposed amendments to the *Residential Tenancies and Rooming Accommodation Act* or the *Residential Tenancies and Rooming Accommodation (Tenant's Rights) and other Legislation Amendment Bill 2021*.

I have made a previous submission in relation to these matters and disconcertingly my submission seems to have been totally ignored so it doesn't give me much hope now.

I have been both a tenant and a landlord.

I rented a room in a private house in Brisbane for about 2 years, a unit in Brisbane for about 2 years and a unit in Toowoomba about 12 months.

I have helped my parents rent out 2 properties for many years doing practically all of the work.

I also helped my parents rent a unit in Toowoomba for a period of time – they were elderly and could not manage it on their own.

I am currently a landlord only. I currently rent out 2 houses in my own name and a 3rd with another person who at the moment is in charge the rental. The houses I rent out are not high end/value houses but are always well presented and maintained and certainly meet any reasonable standard for accommodation (at least when they are rented). 1 house is located in Toowoomba and the other 2 houses are attached to farming properties and are located in rural areas. I have been renting out houses for well in excess of 10 years and when I was younger I assisted my parents in managing a rental house. I would say that I have a good deal experience on both sides of a tenancy i.e. as a tenant and as a landlord.

During my years as a tenant or assisting my parents in them renting a unit in Toowoomba I never had any concerns about the things that are being raised now in tenant's favour or at all and putting on my tenant's hat could not advocate for the changes proposed. Sure as a tenant I recall the carpet not being as nice as I would have liked or the landlord not fixing the washing machine provided as quickly as I would have liked or being a bit frustrated at my room conditions etc. but I was getting what I paid for and such complaints could hardly justify the proposed changes. I could simply have given the landlord a notice to remedy where applicable or moved out (or at least threatened to). As a tenant I just cannot see that any of the changes are warranted or justified.

Putting on my landlord's hat I am extremely concerned about the proposed amendments to the Act. No right thinking person would in my view ever provide accommodation to another under the conditions being suggested by the amendments to the Act. Tenants, their advocacy groups and the government need to be very careful about what they are wishing for here. Since these proposals were muted I have been contemplating selling my Toowoomba rental house due only because I expect the Government will introduce at least some of the changes proposed and I am not prepared to provide under the proposed conditions an investment worth over \$300,000 that has taken me a lifetime to save for. The rules as they stand at the moment are so far in favour of tenants it is hard enough to make things work. If the proposed changes come into effect they would make it not

worth me continuing to rent out this house. I am sure my long standing tenant in that house who has a well-positioned and maintained house at substantially below market rent will be devastated but I simply am not going to be dictated to about the conditions pursuant to which I may rent my property that I have spent a life time saving to buy. In relation to the 2 rural houses if I could sell them I would. In relation to 1 of them I will not rent it out again once the current tenant leaves. In relation to the other, I am not in charge of renting it out at the moment but foresee that it also will not be rented. I suspect the action I am taking will not be isolated to me. Particularly in lower socio-economic communities I suspect the architects behind the amendments have no real idea of the problems tenants can and do cause or if they do they want to force landowners to put up with and support bad tenants. I will not be doing that any more. I believe tenants need to take more responsibility for their own actions and be blaming others for because they are facing tough financial times. If the government has a concern about tenants being homeless then it can support tenants directly by increasing its public housing and/or offering to pay their rent or pay for the damage they cause. Further, I see nothing in the amendments that support landlords which from my observations which provide a better outcome in the end for tenants and landlords.

Pets, Pets and more Pets

Anyone who is advocating for tenants to be allowed to have pets without approval of the landlord won't have had much firsthand experience with tenants and pets I can assure you. I have resolved never again to allow a tenant to have a pet unless they first demonstrate a substantial period of good behaviour themselves during the tenancy. Some tenants certainly are ok and I have for example allowed the tenant in my Toowoomba house to have 2 dogs but the vast majority are not ok and I cannot come to grips with legislation that suggests that a Government or tenants or their advocacy groups should be able tell the owner of a privately owned property that he or she has to allow a tenant to have a pet or to interfere in private negotiations between a landlord and a tenant about a pet. Assuming such interference with private contractual rights is warranted (and it isn't) then the Government, tenants or their advocacy groups should be liable for the damage the pets do.

I know all the benefits of pet ownership etc. and that tenants will always tell you their pet is an angel, does not come inside (or wipes it feet before coming inside – yes I have been told that) and that it isn't fair that their beloved pet isn't allowed at the property etc.etc. but my overwhelming experience is that tenants and pets do not mix and a landlord should never allow a tenant to have a pet without the tenant first having proven they are responsible enough to have one and then ultimately it should be the landlords right to say yes or no – why or how can it be otherwise??

The physical damage pets do to a property is extraordinary (thousands and thousands of dollars at times) and someone other than the landlord needs to be held accountable for this damage and by someone I mean someone that isn't judgment proof as are a lot of tenants. The bond allowed just comes nowhere near covering the potential damage. There would need to be a real ability for someone to be held accountable and not just a theoretical liability. A lot of tenants particularly those that want a dog are usually judgment proof.

As a direct result of tenant's having pets in recent times I have had to replace the whole carpet in one of the houses, the floating floor in 1 of the houses, paint very substantial parts of 2 of the houses, undertake hours of garden and lawn maintenance, undertake hours of pressure cleaning, dispose of a dead cat, get rid of an abandoned dog and chickens, replace window sills due to birds

eating them and undertake hours of vacuuming to clean up bird see and mess . I have a cat at my house and it came from a tenant (not one of mine) abandoning it. I am sure the RSPCA will tell you a lot of abandoned pets come from tenants. From memory every time in the past when I allowed a tenant to have a pet one of those pets has been abandoned at the end of the tenancy.

Our neighbour recently sold their property and the new owner rented out the house. The first tenant they put in recently moved out. Those tenants had a cat and then later got a dog. The cat was fed quite well before the dog came but after the dog came the cat was virtually starved because it was terrified of the dog and the cat spent most of its time at our house seeking food. On the tenant moving out we inspected the rental property and it was disgrace – the inside absolutely stunk and the back garden was a disgrace with muddy dog prints all over the back wall and the lawn and garden which was previously immaculate was in a disgraceful mess. I would not have been willing to rent this property in this condition if I were looking for a house to rent nor would I have offered it for rent to someone if I owned it. I don't know how you would get rid of the smell – in that case re-sanding the floors, a very thorough clean followed by a very long period of airing might work). The cost of cleaning etc. and lost rental would have been significant – I thought to myself the owner of that house has just learnt a lesson about tenants and pets – bet the new tenant doesn't have a pet – guess what? Finally after months a new tenant has been found and they don't have a pet.

See the below photos showing pet damage to one of my rental properties. Would you like such damage to occur to your property?

In summary the amendment proposed with respect to pets must be rejected. I will never accept it and I know I am not alone on this issue. To impose this amendment is not fair on landlords and whether or not the tenancy advocacy groups or some tenants appreciate it or no, it is not fair on tenants to have this amendment as it will obviously influence the property rental market negatively – let landlords and tenants decide the issue between themselves – there is no need for dictatorial rule on this issue.

Termination

I simply cannot and will not accept the changes to the existing termination rules. They are bad enough as they are. This proposal is an affront to our legal system and flies in the face of hundreds of years of contract law. The existing 2 months notice for a periodic tenancy is more than enough time. If a tenant wants longer then let them enter into a fixed term agreement. I shouldn't need to give anybody a reason why I want my property back. It is mine and if I want it back then sobeit – the tenant was lucky to get it in the first place.

The existing laws are bad enough. Let's not make them worse. Do you know currently how long it might take to get rid of a recalcitrant tenant? Many months and then they will leave your property in a disgraceful mess into the bargain and no real ability for you to recover your loss. Is this what we really want in our rental market? I don't think so.

The only explanation for these changes can be that tenants and their advocacy groups want to be able have "bad tenants" or those not fulfilling reasonable obligations to remain in place. No landlord is going to require a tenant to move out for no good reason – that simply defies logic. The only reason a landlord might want a tenant to move out apart from the usual things such as sale,

renovation or moving in themselves etc. is that the tenant has failed to fulfil one of the 2 essential but simple things i.e. they have failed to pay the rent on time or look after the place or they are a habitual complainer (I want a screen door, I want an air conditioner, I don't like that tree, I want security locks on all the windows, I want security grills on all the windows, I don't like the taste of the water and want a water purifier, I don't like the colour of that wall – whinge whinge whinge).

In my experience I will go to significant lengths (in periods of high and low rental demand) to keep a good tenant as the cost of doing otherwise is too great. Does anyone seriously think that a landlord is going to ask a good tenant to move out? No, of course they aren't going to. In my Toowoomba property my rent is probably about \$60+ below market rent and I pay the water bill which under our agreement I am not obliged to do. So please don't suggest that landlords are asking people to move out for no good reason. Instead have some courage and amend the Act to:

1. make it simpler and quicker to have a tenant vacate the premises for late payment of rent or not looking after the property. Failure to make this amendment is harming the rental market and certainly making it hard for tenants with a poor rental history from getting a place;
2. make it an offence for tenants not to pay the rent on time (and by that I mean on time - not 6 days late each week or worse). After all failure to pay rent has all the hallmarks of the offence of stealing or fraud;
3. make it an offence to damage a rental property. After all damaging a property has all the hallmarks of the offence of wilful damage.

If tenants are in breach then there should be an immediate remedy. This would lower the risk to landlords and thereby result in lower rents and a more peaceful situation for all rather than the current one where judgement proof tenants can do virtually whatever they like because there is no realistic remedy for the landlord or at least one that takes makes to effect.

The amendments proposed in no way encourage people rent out their property. If I want to sell my property the buyer would have to wait at least 6 months before they could move in – the architect behind this legislation cannot be serious.

If tenants want security then let them enter into a fixed term lease 1, 2, 3, 4, 5 years or whatever they like or can negotiate. They can't have it both ways i.e. flexibility on their behalf but offer no certainty or flexibility to the landlord.

In summary the amendment proposed with respect to termination must be rejected. I will never accept it and I know I am not alone on this issue. To impose this amendment is not fair on landlords and whether or not the tenancy advocacy groups or some tenants appreciate it or no, it is not fair on tenants to have this amendment as it will obviously influence the property rental market negatively – let landlords and tenants decide the issue between themselves – there is no need for dictatorial rule on this issue. However, the Act should be amended as indicated above as that would actually be fair and not dictatorial just restoring things to the common law and the law as one might think it should be.

Rental increases

I simply cannot and will not accept the changes to the capping of rents. This proposal is an affront to our market economy. We don't live in pre 1989 East Germany or the Soviet Union.

Further, are we supposed to forever more check the rental values of a property to ensure we don't breach the requirement? That is way the legislation is drafted.

If tenants are worried about things not being fair then why don't we amend the Act to also say that tenant's can't rent another property for less than the rent they are currently or have just been paying? Tenants can't have things both ways. The Act should also be changed to say that if they do rent a property for less than this amount then they are to be fined 100 penalty units and must go back to the last tenancy if the landlord will accept them. This might stop a lot of them chopping and changing their rentals in search of better deal or dodging the payment of rent due.

In summary the amendment proposed with respect to rental increases must be rejected. I will never accept it and I know I am not alone on this issue. Just because rental properties are apparently in short supply at the moment does not mean that will always be the case and for sure the market will turn back much more in favour of tenants in time. If I were the Government I would be worried that this amendment will only exacerbate the shortage as landlords will leave the market in droves – I am going to. There is no need for dictatorial rule on this issue - let the market must decide.

Modifications

I simply cannot and will not accept the changes to allowing tenants to do modifications to premises. This change is an affront to my property rights. It is my property and people should not be allowed to modify it without my approval.

The definition of minor change is totally unacceptable. Does anyone really think a tenant should be allowed to do any of the things indicated in the definition? If they do they need their head read and reset. A tenant can repaint the walls, install picture hooks, install furniture anchors, install shelving, make modifications prescribed (legislating by regulating) – Really! The walls were a particularly colour when the tenant moved in and if they didn't like that colour then surely they are free to negotiate that with the landlord or find somewhere that has colours more to their liking.

So the tenant moves in, repaints the walls and fixes things all over the house and a short time later clears out – how crazy is that? Who is paying for that? The tenant or their advocacy group – not likely. I wonder if the next tenant will like the new colour or the anchors sticking out everywhere. I doubt it. May be we should require each tenant to paint the house after all by the sounds of it that is what is going to happen any way so why don't we just legislate that they must and we might just also stop them complaining about the colour of the house.

I think when I stay in a motel or unit on the coast for fortnight or more I should be able to paint the walls and stick up some pictures, don't you? Some tenants don't hang around much longer than this so why don't we legislate that as well? Because that would be stupid right, well no more stupid than this proposed amendment.

Every time one of my tenants moves out I am put the expense of having to repair the walls because they are sticking things to the walls and causing the paint to peel, putting in picture hooks notwithstanding the lease says they can't. I don't see the need to be sticking or hanging things all over the walls particularly not in a tenancy under 3 years. If you want a picture it doesn't need to be hung off the wall – put it on the coffee table, tv cabinet, chest of draws, beside table, picture stand, table or whatever but do not bang a nail in the wall and leave that nail there for me to have to pay someone to come in and remove, patch, rematch paint and repaint – and by the way the next tenant isn't going to want that nail there and if they are so inclined they will probably whinge about it. For long term tenancies I am sure landlords and tenants will come to some agreement on modifications as the dynamic or things at play are completely different but again that is something for the parties to work out. In a long term tenancy of course it would not be uncommon for landlord to consult with a tenant about repainting but a where a tenant comes in and is out in 3 months to allow these modifications is simply unacceptable.

In summary the amendment proposed with respect to allowing tenants to make modifications must be rejected. I will never accept it and I know I am not alone on this issue. To impose this amendment is not fair on landlords and is an affront to my property rights. In fact I think amendments should be made to the Act as indicated above on damaging a property.

Standards

I do not have any great objection to the amendments proposed to minimum housing standards because each of the houses I rent out meet those standards and I would not want it otherwise. However, I do express concern that this amendment has not been thoroughly thought through and may actually disadvantage the lower end of the market or in rural areas. Not all properties particularly in the lower end of the market or rural areas could easily meet the requirements and these properties would have to be withdrawn from the market. Is that really doing tenants in these areas any favours – I think not. This amendment should be reconsidered.

Requesting Information

I simply cannot and will not accept the changes to prevent me from doing reasonable searches and due diligence of a tenant. I have never checked a tenants personal spending or residency status but see no reason why I should not be allowed to if there is some compelling reason for me to do so and the tenant consents. If they don't consent that is fine they can find somewhere else to rent.

This amendment smells of tenants and their advocacy groups trying to force landowners to put up with and support bad tenants. In my view if someone else wants to do this then let them but I am not going to. Unfortunately, in my experience there are too many bad tenants out there for me to risk letting into a property I have worked hard for and saved all my life. I should be able to check their rental history, be satisfied about any legal action around them and their ability to reside in Australia.

Lessor to Give Information

I do have a concern about having to advise a tenant if I propose to sell the property. That is no concern of theirs. They have protection under their lease and that should be enough for them. The current rules in this regard are more than adequate.

I do have a concern about informing tenants about whether or not I have received a notice about mould. This is not because any of my properties have a problem with mould but rather the potential for this requirement to be abused. What is stopping a tenant maliciously issuing such a notice – nothing. The existing rights of a tenant provide them with adequate rights.

I do have a concern about having to provide notice about an application under the Planning Act. Of what concern is this to a tenant? None.

Do I really have to tell a tenant that the house has asbestos? Most houses over 20 years old do. What is the point of this? If the tenant is concerned about asbestos can't they just ask and make up their own mind as to whether or not to accept the house?

In summary the above items should be rejected as unnecessary waste of time and too frivolous to bother parliament with.

Human Rights Review

The Human Rights review is a complete and utter nonsense and I will not even honour it with a direct response other than to say that it was obviously drafted by someone with a vested interest in the proposed amendment. Why do not you have someone with independent mind review it?

Conclusion

I am sure my above comments may sound gruff or even offensive in some respects to you and if any tenants or their advocacy groups read this submission there will be howls of abuse and dissent directed at me but I can assure you I am not exaggerating how poor things can be for landlords particularly when a tenant has little to risk. Giving tenants greater rights is not going to assist them in the long run – it is going to hurt them and not make things better but worse. Of course everyone wants a nice house to live in for next to nothing but that simply isn't reality and I suspect most landlords (me included cannot) be required to support bad tenants. I take pride in the properties I offer for rent and I rent by the following rules:

1. Landlord - If I wouldn't be happy to live in the property or tolerate something then neither should a tenant.
2. Tenants - to pay the rent on time (after all the landlord has a family to feed and support and bills to pay).
3. Tenants – look after the place (its not yours and someone else has worked hard for this property).

Items 2 and 3 don't seem very hard to me to comply with. When I was a tenant I never had any problems complying with them. Sure at times tenants may genuinely have a hard time meeting the rent but if they can't pay it for genuine reasons (and I don't mean because they spent all their Government allowance on grog, cigarettes or drugs) then let me know in advance and when you will pay and if the tenant is genuine something can be worked out in preference to finding a new tenant and going through the whole ruckus again. Unfortunately, too commonly tenants utterly fail points 2 and 3.

To demonstrate why I think landlords need protecting against tenants I have posted below 4 photos. 2 of the photos show the typical condition of how tenants treat outside of my property and some pet damage from a bird and cat. I wish I still had easy access to the photo showing how the exterior of the property was presented at the start to this tenant – immaculately. Now look at it. A disgrace. The pet damage photos of course speak for themselves. Unfortunately this is one of the rural properties that I am currently not in charge of but the condition of it is on par with how tenants usually leave the properties I am in charge and observe of others (including how our neighbour left their property recently). If you would like videos of how I present properties to tenants and how they leave them please let me know and I will happily oblige – you would be shocked.

I know most of the amendments proposed to the Act will be made and my comments will fall on deaf ears but if you feel the urge to contact me to discuss these issues further and hear my thoughts please do so. You may find I am not as crazy or obnoxious as I sound but rather someone that is more than willing to give people a go and help them out but at the same time expects a little respect in return.

Good luck with the review and if any of you rent a house out in the future – be warned, they aint all nice tenants out there who have been wronged by a big nasty rich landlord.