



## SUBMISSION TO IMPROVE TENANCY LAWS IN QUEENSLAND

Submission on the Housing Legislation Amendment Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021. Our submission includes responses to the proposed amendments and requests to improve legislation for tenants in Queensland to remove the dehumanising aspects of tenancy law based on the day to day working experience of the legislation, the conduct of the Real Estate Industry, the hardships endured by tenants and the desire to provide efficiencies in law to reduce the number of matters before QCAT.

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### ABOUT US

*Suncoast Community Legal Service is located in the Sunshine Coast and manages the Queensland Statewide Tenancy Advice and Referral Service (QSTARS) funded by the Queensland Government to provide advice and support for tenants with their rights and responsibilities and access to Tenancy Law in Queensland. The Sunshine Coast service covers the local government areas of Gympie, Noosa and Sunshine Coast. QSTARS team have been operating for over 5 years and assist approximately 100 new individual household referrals a month, the majority with intense advocacy work and the need to advocate to prevent homelessness.*

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### IMPORTANT ISSUES TO BE INCLUDED IN THE REFORM

1. Tenancy Databases
2. Reinstatement of a Code of Conduct and other provisions removed from the Property Occupations Act 2014
3. Reasons for a notice to leave.
4. Bonds
5. Minimum Standards
6. Minor modifications
7. Rent increase.
8. Solar Electricity rebates
9. Domestic and Family Violence Provisions
10. Pets
11. Ending of agreements

## TENANCY DATABASE

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Tenancy Databases are used extensively by the Real Estate Industry across Australia to vet prospective tenants when they apply to rent a property. Most real estate agencies across the state will show a tenancy database logo on their front office window. Tenancy Database operators hold personal information about a tenant on a database. Real Estate Agencies pay the database operating companies a yearly fee to provide information about tenants who apply for rental properties. A tenant must sign an agreement to allow their personal details to be checked. When a tenant vacates a rental property the agency as part of the exit process will consider listing tenants on a tenancy database and this is included in a checklist for the agent to complete.

Tenancy Database provisions were revised in the Residential Tenancies and Rooming Accommodation Act 2008 and Regulations when it was determined the databases were unfairly keeping Qld renters from accessing accommodation in the private rental market and people were being listed on the databases for trivial, retaliatory, extortion purposes and unjust reasons which could not justify making a person/family homeless for several years. A number of approved reasons to list a tenant on a database was included in the Regulations of the "Act", the amount of time a person could be listed on a "blacklist database" was reduced from 7 years to 3 years, a tenant could apply to QCAT to stop a proposed listing or to have their name removed from the database and if a tenant enquires, in writing, to an agent if they have been blacklisted the agent must provide the information relating to any listing.

### The current situation

QSTARS Sunshine Coast receives on average 2/3 clients a week who are listed on a tenancy database. Many are victims of domestic and family violence. All clients who present to our office are homeless and with most listings by agents. Approximately 98% are unlawful. This means there are individuals and families who cannot access accommodation because they have been listed on a tenancy database, will be for three years and should not have been listed in the first instance. **They are listed because agents have the ability to list a tenant's details on a database as a matter of course.** The only way to be removed from a tenancy database, if the listing agent refuses to remove their details, is to make an application to QCAT for an order. This takes up the time of the Tribunal unnecessarily and all our QCAT hearings have resulted in a removal from the database that should not have occurred and has caused enormous hardship because of the homelessness it creates.

### Access to information

For a tenant to enquire if their details are listed on a tenancy database, they must pay a membership fee of \$55 per year to the tenancy database operator to get the details of their listing in a hard copy. The database operator profits from the unlawful listing of a person's information on a tenancy database. The largest database operator has removed from their website and does not supply contact information ie a phone number for tenants to enquire for free if their details are listed on a database and information is not provided if they contact the head office. A tenant needs this information and a copy of the listing to enable them to apply to QCAT to be removed from the database. QCAT requires a copy of the listing from the database operator which includes the reasons for the listing.

Often tenants do not know they have been listed on a blacklist database until their applications for rentals are being refused and they cannot access accommodation and become homeless. Tenants sometimes do not know who has listed their personal details on a tenancy database.

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The database operator should provide contact information that is easily accessible and the personal information about a person provided for free if they have their details listed on their database.

### Reasons for listing

The prescribed reasons to list a person's details on a tenancy database are;

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1. If rent owing after the agreement is ended is more than the bond.
2. If a tenancy has been terminated by QCAT for objectionable behaviour.
3. If a tenancy has been terminated by QCAT for repeated breaches of the agreement.
4. If there is a QCAT order or conciliation agreement made for the payment of money and the tenant does not pay the amount according to the order or agreement.

The majority of the listings ie approximately 98% that clients present to our office are unlawful. The main database operator TICA lists reasons on their tenancy reports. Reason's agents list personal details of tenants are;

Cleaning

Carpet cleaning

Rent owing (with the amount always under the bond held at the RTA)

Gardening

Water bill

Break lease fees not paid.

Damage (with no QCAT order for costs)

NOTE: It is important for costs claims to be ordered in QCAT to give the tenant a fair and just outcome if they do not believe the claims are fair and reasonable and dispute what is claimed. The agents do not take these costs claims to QCAT and automatically list on the database frequently after sending the tenant a threatening letter telling them to pay up or you will be homeless. This is not the correct way to deal with costs claim, is threatening, bullying, and could be construed as extortion.

Many costs claims in QCAT by agents and owners are dismissed due to wear and tear or from something that was not in good order at the beginning of the tenancy or clearly a Lessors responsibility and other claims are ordered in favour of a Lessor. When this occurs a tenant will have to pay the amount ordered.

If QCAT makes the order for the payment of costs and the tenant does not pay the amount in the order, this is grounds to list a person's details on a tenancy database and there are formal processes for the recovery of such costs ordered in QCAT. This is adequate measure for Lessors to recoup any costs owing. **They should not be able to use the threat of making a person/family homeless for three years to make the tenant pay for costs just so they are not listed because an agent can automatically do so.**

When a tenant or their advocate contacts the agent to discuss the unlawful listing, makes the agent/lessor aware of the law in writing the agent/lessor still refuse to remove the details from the database unless the tenant pays the costs they are asking for regardless of whether the costs are fair and reasonable and without a costs claim ordered in QCAT which is required by the law.

Currently, there are no barriers to agents making a listing on TICA or other tenancy databases, regardless of whether or not they have a QCAT order. Yes, the legislation requires there to be a QCAT order, however the databases are accepting listings without proof of an order. There needs to be something in the legislation which states that the databases must have proof of a QCAT order before accepting a listing.

*The major reasons tenants are listed on TICA are unlawful and the punishment of becoming homeless for three years is extremely severe for items like not cleaning enough when they have had a bond clean carried out have complained about an issue too much or not paid a water bill.*

### **Court time**

When a tenant is listed unlawfully on a tenancy database, they must make an application to QCAT for a hearing to have their details removed from the database. This is unnecessary if agents and lessors follow the law, but they frequently do not and list tenants unlawfully necessitating the need for a tenant including victims of Domestic and Family Violence to wait for and attend a QCAT hearing that ultimately provides orders for the removal that should not have been made in the first instance and there is never a penalty for the hardship an individual or family has experienced as a result. *This is an inefficiency because there is no barrier in the legislation to prevent unlawful listings by agents or Lessors.*

**Legislation is not working to prevent unnecessary homelessness from unlawful listings by agents. The listing of a person's details on a tenancy database is extremely punitive, an imbalance in power and devastating for the tenant and/or their family plunging them into homelessness for three years.**

Community organisations i.e. Homelessness services are having to pay the database operators thousands of dollars to have access to the database information but are prohibited by the database operators from providing the information to the tenant. i.e. St Vincent De Paul, MICAH projects.

The community services sector has to support people in homelessness that should rightfully be able to rent a home in the private rental market but do not have a choice because of the blacklist database listing.

### **Victims of Domestic and Family Violence Listings and tenancy databases**

QSTARS Sunshine Coast works extensively with Sunny Kids, Sonshine Sanctuary, SCOPE, KEIHS Kyabra, St Vincent De Paul and Salvation Army in their support of Victims of DFV to assist the victims including children re-enter accommodation that they cannot access due to the database listings because of having to flee rental premises and the perpetrator's damage of a property and financial control.

The victims and their children are in accommodation shelters temporarily until they can find accommodation. Some families have to be split up. They are homeless because of automatic tenancy database listings by agents. The victims, already traumatized, must go through another court process to be removed from the database. Often these victims have approached the agencies and disclosed they are victims of domestic violence, which is very difficult to do, and are not believed by agents. Many of these victims tell us agents have told them they are lying and are not believed when they disclose their circumstances. During COVID, agents were aware of the COVID regulations with respect to having your

name removed from a tenancy agreement, but did not advise a victim of the process to be removed from an agreement under the COVID regulations when their circumstances were reluctantly disclosed.

They are advised they would have to get the permission of the owner first. In this situation it is imperative a victim can leave however agents sometimes do not get back to a victim and will only release them if they pay break lease fees which goes to the agent. A person in this situation needs to act quickly and when victims are attempting to be responsible by notifying an agent, they are not provided with the information to assist them to escape a very dangerous situation and it seems the owner's loss is at the forefront of their minds rather than the danger the victim is in.

Amendments to the tenancy database sections of the Act can assist Victims of Domestic and Family Violence and tenants generally who find themselves listed on these databases and are homeless because of unlawful listings by agents which is extremely frequent. Every week our office will receive referrals from tenants who are all unlawfully listed on these databases for trivial reasons that are not reasons prescribed in the regulations. We believe measures urgently need to be put in place to prohibit automatic listings of personal details on a database due to the damage it inflicts on people's lives and the use of it as a threat. It is real estate industry practice for a checklist on ending tenancies includes listing on tenancy database.

### **Recommendation**

That a Lessor or their agent can only list a person on a tenancy blacklist database if they apply to a Tribunal for an order. When considering whether a person's details is listed on a tenancy database the Tribunal must have regard to the reason for the listing, the seriousness of the acts or omissions of the tenant, whether the listing would be unjust under the circumstances, and whether a payment plan or other resolve could be ordered and if previously ordered by a Tribunal the tenants failure to adhere to the orders.

That automatic listing of a person's details on a database is prohibited. This will eliminate the automatic listing of a person's details and ensure listings are lawful and transparent.

### **Recommendation**

That severe penalty points apply for the unlawful listing of a tenant's personal details on a tenancy database without a Tribunal order.

### **Recommendation**

That a victim of domestic and family violence cannot be listed on a tenancy database. This could be included in the Tenancy Database section and the Domestic Violence additions/amendments to the Act.

**Recommendation** to the REIQ for training of property managers on tenancy databases and how they apply to the law.

**CASES****Margo- Ann – D.V**

Elizabeth from Anglicare Family support phoned in support of Margot. Margot was a victim of dv and moved out of the rental premises. The tenancy has ended, and the lessor has taken the bond but wants more costs to replace a carpet that is over 10 yrs old and other damages at the rental property. There is no rental arrears and the agent is threatening to put her name on TICA if she doesn't sign an agreement for a payment plan.

**Tammy – D.V**

TICA listing for previous tenancy at 4/17, Bellmere - vacated 2-3 years ago Tenant says onsite Property Manager texted Tenant about her TICA listing: "We have been advised of your new details, if you pay \$624 outstanding for 4/17 Piccadilly St... I can remove your name from TICA " T disclosed she left tenancy due to DV - Tenant was put in hospital, not allowed to return to unit. DV perp (Matthew) sent to jail, DV Australia helped move Tenant out of property when she was still in hospital. The agent was aware of this. Tenant unsure if Matthew was on lease or she may have removed him. Tenant found out about TICA listing after unsuccessful rental applications Agent knew of the DV situation in the tenancy. She is currently homeless. QSTARS took this matter to QCAT and orders were made to remove her details from the database as it was unjust and unlawful in the circumstances. The agent claimed her whole bond.

**Jade – D.V**

Backstory DV - has contacted the listing REA and they will only remove her listing on the database if she pays the cash. Tenant is living with a friend on the sunny coast presently. Ex-partner broke into her house and damaged the property. Was listed on TICA so was unable to apply successfully for any properties and is homeless. QSTARS took this matter to QCAT and a Magistrate ordered her details to be removed from the database as it was unlawful and unjust.

**Anne – DV**

Anne is a victim of severe DV. Perpetrator in prison. Anne has been listed by an agent on TICA. Anne had to leave the rental premises due to DV due to the perpetrator almost taking her life Anne approached the agent and advised she needed to leave as was a victim of DV. The agent yelled at her advising her she was a liar and a kept woman, and she was sick of the number of police attendances at the tenancy. QSTARS took the matter to QCAT. The agent denigrated Anne during the hearing and refused to agree to take her name of TICA. The Magistrate ordered the removal of Anne's name from TICA as the listing was unlawful and unjust. Anne had been sleeping in a car for 6 months due to this listing. Her health and wellbeing had been severely affected.

**Kara – unlawful listing**

Kara is listed on TICA for rent, cleaning. The rent owing was less than the bond. She is couch surfing currently with her baby and is a victim of DV and this is why she had to leave the tenancy because the partner left the rental premises. Kara was listed on TICA for the rental arrears of \$585.71 (rent paid to 26.02.19 credit \$250) and water consumption charges of \$258.62 (period 14.12.18 to 11.03.19) totalling \$844.33. The agent claimed the whole bond.

QSTARS took the matter to QCAT and a magistrate ordered the removal of the details from TICA as it was unlawful.

**Aneeka Cooke – d.v**

Tenant has applied for a property and found she is listed on TICA. Was not given notice of listing. Aware that there may have been rent owing but she had no control over this because she was in a DV situation with her partner at the time and he controlled all the finances. QSTARS took the matter to QCAT and it was ordered the removal of the details from TICA.

## CODE OF CONDUCT

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A code of conduct in the Real Estate Industry is important, particularly where there is a power imbalance which threatens where, when, and how a person lives in their home. **A code of conduct sets out clear expectations of how employees conduct themselves during their business.**

Whilst not forming part of this legislation, we would ask for the reintroduction of a code of conduct for property managers in the Real Estate Industry that was stripped from the Property Occupations Act formerly the Property Agents and Motor Dealers Act by the previous Government. The previous code of conduct was administered at by the Office of Fair Trading with an investigation team who would investigate complaints from consumers about infringements of the Code of Conduct and take appropriate action to ensure a professional ethical standard was adhered to by Real Estate Industry and their property managers when conducting their business and in their dealing with tenants.

Our office would like to see a reinstatement of the provisions for a code of conduct that were not included in the Property Occupations Act that replaced the code of conduct for agencies and letting agents/property managers under the PAMDA Act to stop the extreme, frequent current poor behaviour of Agencies/property managers and letting agents towards tenants and the management of the homes they are renting. We expect and should ensure decent standards of practice transparency and conduct from letting agents/property managers free from bullying, intimidation, harassment, and ensure duty of care and that there is no fraudulent activity permitted with respect to the handling of money and services provided when managing a rental property.

The Real Estate Industry and Institute should not have a problem with the introduction of a code of conduct that is not currently there if the industry is acting professionally. The current complaint mechanism to the REIQ is toothless because the industry investigates its own people who pay for membership of the organization. There is nothing else holding letting agents/property managers accountable as is required in other industries and professions and this needs to change.

**Recommend:** Code of Conduct, Unconscionable Conduct, complaints procedure provisions for letting agents/property managers to be inserted into the Property Occupations Act and a system for complaint mechanisms and prosecution/penalty/disciplinary measures.

**Recommend:** A designated Property Management Section be included in the Property Occupations Act/Regulation with the inclusion of a sections of.

**Maintenance or repairs of a rental property** stating a real estate agent managing a rental property must promptly respond to, subject to the clients instructions, attend to all requests by a customer for maintenance of, or repairs to, the property,

**An agent must not engage unlicensed persons for building work**

**The final inspection of a rental property** which provides a tenant the opportunity to carry out the final inspection in the presence of the customer(tenant) unless the agent believes their physical safety may be endangered and if the final inspection discloses a thing to be done, including cleaning, for which the real estate agent has reason to believe the customer(tenant) is responsible, a reasonable opportunity to attend to the thing. This will allow the timely refund of rental bonds, keeping claims out of QCAT.



**PAMDA (now Property Occupations Act)**

The previous code of conduct in the PAMDA act stated;

S119 A regulation may prescribe a code of conduct about resident letting agent practice that may include the following –

- (a) Setting conduct standards for resident letting agents;
- (b) Establishing principles for fair trading
- (c) Providing for a system of complaint resolution.

**Complaints about conduct (Office of Fair Trading)**

S120 A person aggrieved by the conduct of a resident letting agent may complain in writing to the chief executive about the conduct.

The chief executive may investigate the complaint and, if satisfied that the code of conduct has been breached, take the action about the conduct allowed under this Act.

**Fraudulent or misleading conduct (Office of Fair Trading)**

A real estate agency must not engage in conduct that is fraudulent or misleading in the conduct of a real estate agency practice.

**High pressure tactics, harassment, or unconscionable conduct (Office of Fair Trading)**

A real estate agent must not engage in high pressure tactics, harassment, or unconscionable conduct in the conduct of the real estate agency practice.

Examples of harassment –

1. Using or getting a third party to use, threatening or intimidating language or behaviour towards a client or customer.
2. Engaging in conduct that would make an ordinary person feel unwillingly compelled to comply with an agents request or demand.

Examples of unconscionable conduct –

If it is reasonably apparent that a client or customer cannot understand relevant documents, taking unfair advantage of the clients or customers lack understanding.

Exerting undue influence or pressure on or using unfair tactics against a client or customer or a person acting for a client or customer.

These provisions or similar could be inserted into the Property Occupations Act that are currently absent due to the removal of such provisions from the Act in 2014.

These provisions have been completely stripped from the current Act for Real Estate Agents. The current code of conduct does not mention letting agents/property managers conduct. There is no requirement for accountability which is necessary to prevent unconscionable conduct when managing a rental property.

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## BONDS

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### **Tenants need the refund of their bond so they can move into another rental property.**

It is an expensive time when a tenant has to move house. They must find moving costs and bond of 4 weeks rent which is a lot of money currently due to the increasing price of rents and two weeks rent in advance. That is 6 weeks rent in a rental market that is extremely expensive currently and in addition to this moving costs.

Tenants need the timely refund of their rental bond to get another property, **so they are not homeless.**

A bond is 4 weeks of a rental weekly amount. A large sum currently. It is tenant's money held at the RTA to ensure a Lessor can claim costs should there be a problem at the end of the tenancy.

The current system of the RTA bond claim process is when a tenancy ends, whoever gets their Refund of bond form in first to the RTA has more rights to claim the bond over the other party. This is problematic with elderly or tenants challenged by technology or trusting the agent when they say they will take care of the bond and refund the full amount to the tenant and then do not because they want to exercise their power.

Unscrupulous agents, that are all too prevalent, see the opportunity and claim the whole bond without producing claims for the costs. Currently if a tenant does not respond to a claim on the whole bond from a lessor/agent within a specified time frame the whole bond gets distributed to the agent **without even having to justify the costs claim.**

QSTARS are told by agents frequently, it is their practice to claim whole bonds regardless of whether they have legitimate claims or not so the owner can maximise their return. This is not acceptable because the tenant then must try and get their bond back from an agent which will not happen without any transparency of what the money is spent on. The tenant then must apply to QCAT for a refund of their bond without any dispute process taking place.

There is no requirement from the RTA to gather evidence of claims costs and if the tenant does not respond within the timeframe the agent gets to keep the whole bond regardless of whether they need it or not and there is no transparency of the money taken by the agent and then the tenant must try to get the money back from the agent taking away a fair and transparent process and again an unfair balance of power. This is another way agents and owner profit from tenants without any transparency or code of conduct.

### **Recommendation**

Tenants are automatically refunded their bond money if an agent does not submit a claims cost, mediation fails, or the agent does not attend a mediation. If a lessor has a claim, they make an application to QCAT for costs claim so there is transparency.

## MINIMUM STANDARDS

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The introduction of minimum standards in legislation is very welcome. Tenants should know that when they rent a property, they will have safe homes with working appliances and the knowledge that legislation will support them when move into and reside in a rental property. Making sure our rental properties are in good repair will also remove a power imbalance that a tenant faces when they must report to an agent/lessor a repair issue and worry about being issued a notice to leave which occurs regularly.

Improvements to minimum standards will also remove the need for tenants to make applications to QCAT to get orders for urgent and non-urgent repairs and alleviate the need for rent reduction claims against a lessor. When a rental property's amenity declines, a tenant is entitled to a rent reduction. It is important for lessors to keep their properties in good repair to avoid potential compensation and rent reduction claims.

### CASES

Mark

Gympie woman with no stove

Guttering falling off and tenant cant get water into the tank for drinking

## MINOR MODIFICATIONS

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A tenant should have the right to carry out minor modifications to a home.

Minor modifications should include: - installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls; and - installation of wall anchoring devices on surfaces other than brick walls to secure items of furniture; and - installation of LED light globes which do not require new light fittings; and - replacement of halogen or compact fluorescent lamps; and - installation of blind or cord anchors; - installation of security devises; - replacement of curtains if the original curtains are retained; and - installation of adhesive child safety locks on drawers and doors. - modifications assessed and recommended by an Australian Health Practitioner's Regulation Agency practitioner - installation of low flow shower heads where the original is retained; - installation of non-permanent window film for insulation and reduced heat transfer; - installation of flyscreens on doors and windows; - installation of a vegetable or herb garden, installation of pet door at the cost of the tenant to be removed at the end of a tenancy, assist with disability aids to make a home livable for a person with physical disability, installation of air conditioning unit

Renters should have the ability to undertake health and safety or amenity minor modifications by providing prior notification to, but not agreement from, the lessor. A definition of minor modifications should be included in the changes; and qualified tradesperson used (only) when appropriate. If the lessor opposes the tenant's minor modifications, it should be the responsibility of the lessor to use the dispute resolution process within a prescribed timeframe to challenge the issue. A government fund should be established for low-income renters who require health and safety modifications (e.g. grab rails) if they are required to restore the property on exit.

## RENT INCREASES

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The Act states currently that a rent increase can occur every 6 months. In the current rental climate where rental increases are escalating at unaffordable amounts ie \$100,\$200,\$300 per week on the Sunshine Coast we ask that tenants are given a reprieve from the current conditions particularly during the current pandemic where employment is insecure, low interest rates, low wage growth.

### Recommendation

Amendment to the legislation that rent increases are limited to 12 months.

We would like to encourage a rent freeze temporarily whilst there is a housing/rental crisis due to the exorbitant increases in rent.

## SOLAR ELECTRICITY/ENERGY EFFICIENCY

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Electricity costs claimed from tenants by lessors and not forwarding on the rebate to the tenants thereby profiting from the supply of electricity.

Rental property is advertised with solar electricity as an incentive to rent with lower cost electricity, however agents and lessors are not passing on the rebates to tenants.

The legislation does not cover solar installation in rental properties where it covers utilities and service costs.

### Recommendation

Insert into the Act sections about rebates to be passed on to the tenant and amend the Lease agreement to include solar as a utility to be provided.

## DOMESTIC AND FAMILY VIOLENCE PROVISIONS

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We congratulate the Qld Government on the proposed additions to the Act with respect of Domestic and Family Violence provisions. During the COVID pandemic these provisions in the COVID Regulations assisted numerous victims to be removed from a tenancy agreement taking away prohibitive barriers to leave.

**Recommendation:** We would recommend the inclusion of a prohibition to entering a person's information who is affected by DFV on a tenancy database.

**Recommendation:** We also recommend that there is a need to incorporate communication and education in the reform, particularly as it pertains to recognising and responding to domestic and family violence for a property manager to achieve the best outcome for tenants, property managers, and property owners.

## PETS

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The Animal Welfare League Qld states that around 25 percent of AWLQ's 2,500 surrender intake last financial year was due to an inability to find pet friendly homes or due to moving house.

The benefits of pet ownership including physical and psychological benefits including a reduction in stress, improved mental health, improved physical health and activity levels, and increased social support.

Tenants are more likely to stay longer in a rental property.

We welcome legislation that allows pets in rental properties but do not agree with the proposals currently that clauses can be inserted to keep all pets outdoors.

We do not agree that a tenant can be refused a rental property because of a pet during the application process.

These reforms should go further to better support renters with pets during the application process.

## REMOVAL OF NOTICE TO LEAVE WITHOUT GROUNDS AND ADDITION OF END OF LEASE CLAUSE

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We believe the addition of the end of lease clause works in the same way as a notice to leave without grounds in that it will continue to be used for the same reasons Lessors issue notices to leave to tenants without grounds but now will just use 'end of lease'

We would argue that the Human Rights Act will support the removal of these sections. We believe the interpretation that they cannot is a narrow interpretation of the HR Act. We believe the Queensland Government can withdraw without grounds/end of lease proposed in the legislation.

If the Human Rights Act is a concern, the Government could remove the without grounds evictions only for new leases so that Lessors are not arbitrarily deprived but went into it with open eyes.

We support the views of the Human Rights Commissioner as follows;

Human Rights Act and Human Rights Commissioner states.

8 July 2021 Human Rights Commissioner says rights must be appropriately balanced in tenancy reform debate Queensland's Human Rights Commissioner is urging parliamentarians to carefully consider a range of human rights in the debate over two separate tenancy reform bills currently before state parliament. Both bills before parliament would remove the ability for landlords to end a tenancy with no grounds at the end of a fixed term lease. Critics claim this will result in a breach of property rights for landlords. "While much of the conversation has so far focussed on the property rights of property owners, there are also rights held by tenants which need to be properly considered – including their rights to protection of families and children, and freedom from interference with their home, which is protected under the right to privacy and reputation," says Commissioner Scott McDougall. Property rights are protected under section 24 of Queensland's Human Rights Act, but the Commissioner warns that it is important not to overstate the extent of the right. "For this right to be unreasonably limited, a person needs to be 'arbitrarily deprived' of their property. Preventing a lessor from ending a tenancy once the lease is ended unless a specific valid reason is available may amount to diminishing the property rights of a lessor but would probably not amount to an 'arbitrary deprivation' under the right to property," says Mr McDougall. The Commissioner says that given significant housing instability and homelessness in Queensland, there seems a clear justification for limiting the rights of lessors by requiring them to provide a reason to end a tenancy at the end of a fixed term lease. "In actual fact, the tenant's rights may be more limited than the lessors in this situation, as the right to freedom from interference in their home is protected as part of the right to privacy under the Act," explains Mr McDougall. The Statement of Compatibility to the government bill recognises these issues in its analysis of property rights and concludes that the proposed changes 'do not arbitrarily deprive a person of their property'. The Commissioner says it's important to realise this debate takes place in the context of well documented housing instability and homelessness in Queensland. "An estimated one in 100 Queenslanders is experiencing homelessness. In the private rental market, one in five moves are made by tenants involuntarily. Many of the 1.8 million Queensland tenants are facing constant moves, with the median tenancy lasting only 13.1 months for units and 17.9 months for houses. 43% of renting households include children for whom housing stability, connection to community and access to schools is vitally important – and families and children are also entitled to protection under Queensland's human rights legislation," says the Commissioner.

Tenants need stability in housing in Queensland.

We know this will be used as a reason to punish a tenant for complaining about a problem.

We know this reason will be used as a weapon to silence a tenant.

We know tenants are and will be afraid to assert their rights for fear of receiving an end of lease notice.

Tenants should be able to continue a lease if they have not done anything wrong not receive an end of lease notice.

**The addition of 'End of Lease ' will provide a continuation of the problems of instability, threats, retaliation and hardship for tenants and their families. Tenants having to uproot and move repeatedly affects children's schooling, a person's employment options and overall mental health.**

If the current legislation did not have a notice to leave without grounds, there would be many more individuals and families still in their rental premises that are currently homeless and in fear of homelessness due to a tight rental market from interstate arrivals into Queensland and exorbitant rent increases encouraged by Agents and taken up by Lessors. Many tenants are having to leave their jobs because they have been asked to leave so the Lessor can increase the rent excessively.

The current legislation is not adequate in protecting tenants, as the REIQ would suggest. The legislation states a notice to leave without ground cannot be issued if it is retaliatory and a tenant can apply to a Tribunal about the notice and may have it set aside. However, it is difficult to prove retaliation when an agent states the owner wants to renovate and a Magistrate states the tenancy will end because an owner will just issue another notice and you will have to leave anyway. This will be the same for ' end of lease'

Removing the notice to leave for end of lease will mean less hearings in QCAT to set aside a notice to leave because it is issued in retaliation for a tenant asserting their rights.

We strongly urge the Qld Government to remove the notice to leave ground for 'end of lease.'

The Victorian Government removed without grounds after extensive consultation and feedback, did not replace with an end of lease ground but inserted reasons as this proposal does.

We support the Victorian Government laws that give a tenant their first six-month lease to ensure a lessor is confident the tenancy can continue and the right of tenants after that period to continue at a tenancy and only have to leave for certain grounds including the grounds in the Qld legislation proposals tabled presently.

## ENDING OF AGREEMENTS

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We support the proposal to allow, within a notice period of a notice to leave and notice of intention to leave the ability to end the agreement without penalty should the tenant find alternative accommodation earlier than the end of the notice period.

We believe this will alleviate the stress of a tenant when looking to secure alternative accommodation and avoid being at risk of homelessness.

## EXTENSION TO THE ENTRY REPORT TIME FRAME

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We support the extension to the time frame from 3 to 7 days for a tenant to return an entry condition report to the lessor/agent.

### In conclusion.

Overall, Suncoast Community Legal Service is supportive of the many aspects of the rental reforms proposed and congratulates the Qld Government on the many positive improvements put forward but would strongly urge the Qld Government to bring more stability and security to tenants in the rental market by allowing tenants to only have to leave their home for certain reasons.

Thank you for the opportunity to respond to the proposals.

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*Note: This submission is endorsed by the Principal Solicitor and Management Committee of Suncoast Community Legal Service.*