



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

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25 June 2021

**SUBMISSION -
Housing Legislation Amendment Bill 2021**

Part 2 Amendments commencing on assent

Clause 4 – Replacement of s 110 (Application of pt 3)

110 Application of part

(1) Agreed

(2) Agreed

Clause 5 Amendment of s110 (Meaning of rental bond)

Section 111

(1) – Agreed

(2) Section 111 (3)(d) – Agreed

Clause 6 – Replacement of s 113 (Contributor for a rental bond)

(1) Agreed

(2) Agreed

(3) Agreed

Clause 7 Replacement of s127 (Joint application by lessor and contributor) –Agreed

Clause 8 Replacement of s127 (Joint application by lessor and contributor – Agreed

Clause 8 Insertion of new ch 2 pt3 div3 sdiv3A Subdivision 3A – Payment of bond if applicant affected by domestic violence

135A Application of subdivision –Agreed

135B – Joint application by contributor and lessor or provider. Agreed

135C Application only by lessor or provider –Agreed

135D Application only by contributor –Agreed

Clause 9 Replacement of s 136 (Payment for which notice must be given. Agreed

136A Response by interested person to application for payment of rental bond –Agreed

136B Application to tribunal if conciliation process ends without conciliated resolution. Agreed

136C Extension of time to apply to tribunal –Agreed. The written request to the authority for an extension of claim period of up to 3 days –needs to be longer due to mail delivery.

136D Tribunal order about payment of rental bond

Payment of rental bond after dispute resolution process about payment of rental bond

(3) If damage is caused by the act of domestic violence committed against the tenant or resident – then that person should be held responsible for the damage .

136(E) Payment of rental bond after dispute resolution process Agreed

Clause 10 Amendment of s 139 (Limitation affecting payment) Agreed

Clause 11 Amendment of s 144 (Sdiv3 and 4 apply subject to this subdivision)
(1) (2) (3) (4) agreed

Clause 12 Amendment of s 173 (Certain terms about penalties and other payments void)
agreed

Clause 13

Amendment of s 178 (Certain terms about penalties and other payments void)
(1) Agreed
(2) Agreed
(3) Agreed

Clause 14 Amendment of S188 (Tenant's obligations generally)

(4) Disagree If the damage is caused by the act of domestic violence against the tenant – the cost of repairs should be the responsibility of the person who caused the damage.

Clause 15 – Amendment of s205

Subsection (2)
(a) Agreed
(b) Agreed

Clause 16 – Replacement of s211 (Changing locks)

(1) (a) Agreed
(b) Agreed
(c) Agreed
(2) (a) Agreed
(b) Agreed
(3) (a) Agreed
(b) Agreed
(4) Agreed
(5) Agreed
(6) Agreed

Clause 17 Amendment of s 212 (Agreement about changing locks)
Section 212 (2) disagree

Clause 18 Amendment of s217 (Notice of damage)

(5) Disagree – of course if damage has occurred then it is necessary for the lessor to be advised. Could be a serious situation and could cause possible damage to the occupier.

Clause (19) Amendment of s 251 (changing locks)

Section 251(1)(b) Agreed
(3) Agreed but at the resident's expense
(4) agreed

Clause 20 Amendment of s 253 (Resident's obligations generally)

(1) Agreed

- (2) Disagreed – as previously stated – damage caused must be the responsibility of the person causing the damage

Clause 21 Replacement of s 277 (ending a residential tenancy agreements) Agreed

- 277 (a) disagreed-the lessor has the right to give notice to tenant to end the tenancy agreement by giving a notice to leave.
(b)(c)(d)(i)(ii) Agreed
(c)(f)(g) Agreed

Clause 22 Insertion of new ch5, pt1, div3 sdiv2A

Subdivision 2A Domestic Violence

308(A) Victim's right leave

- (1) Agreed
(2) Agreed

308(B)(1) Agreed

- (a) Agreed
(b) Agreed
(2) (a)(b) Agreed- what type of evidence would one need – Police Report
(3) Agreed

308C Lessor's response to notice ending tenancy interest

- (1) Agreed
(2) Agreed

- (3) (a) Agreed
(b) Agreed

(c) if the tenant vacating name's is shown on the tenancy agreement then a new tenancy agreement would need to be signed by remaining tenants and bond topped up.

308(D) Effect a notice ending tenancy interest if sole tenant

- (1) (a) Agreed
(b) Agreed
(2) (a) agreed – Domestic Violence tenant only
(b) Agreed

308E Effect of notice ending tenancy interest if more than 1 tenant

- (1)
(a) Agreed
(b) Agreed
(2) (a) Agreed – if Domestic Violence
(3) (a) (b)(c) as previously stated in 308C (3) (c)
(4) (5) as stated in 308C (3)(c)

308F Top ups of rental bond –Agreed on all sections of 308F

308 G Particular costs not recoverable – Disagree.

308H (1) (2) agreed - if tenant is victim of domestic violence (3)(4) (a) (b) Agreed –But very confusing for the tribunal to make a decision on whether to believe the tenant experienced domestic violence and whether the tenant could safely continue to occupy the premises. That decision should be up to the tenant not to the tribunal to stay or leave but under the circumstances the tenant would be better off leaving the property.

308I Confidentiality

(1)(2)Agreed**Clause 23 Division 4A Death of a sole tenant****324A (1)**

- (a) Agreed
- (b) Agreed
- (c) Agreed (d) agreed

Clause 23**324A Death of sole tenant****(2) (a) (b) Agreed**

3 If the event of a sole tenant and there are no representatives available it should be allowed that the lessor can entry the premises to ensure electricity has not been left on and to remove food rubbish.

Clause 24 357A Reletting costs

- (1) (a) (b)(c) -Agreed
- (2) (a) (b) – Agreed

Clause 25 – Replacement of s 366 (Ending of rooming accommodation agreements)

- (a)(b) (c) (d) (i) (ii)-Agreed
- (e) Agreed
- (f) Agreed
- (g) Agreed

Clause 26 Subdivision 2A Domestic Violence**381A Victim's right to leave**

- (1) Agreed
- (2) Agreed

381B Notice ending residency interest

- (1)Agreed
- (2) (a)Agreed -but what type of evidence would one need –Police report?
- (b)Agreed But what type of evidence would one need -Police report?

381C Provider's response to notice ending residency interest

- (1)Agreed
- (2)Agreed
- (3)(a)Agreed
- (b)more or less the same statement as in (a)
- (c) Surely in a rooming accommodation there would be an agreement with each resident or if a partner then both names should be shown on the agreement.

381D Effect of notice ending residency interest if sole resident.

- (1) (a) (b)Agreed
- (2) (a) (b)Agreed

381E Effect of notice ending residency interest if more than 1 resident.

- (2)(a)(b)Agreed
- (3)(a)Agreed
- (b)all residents should have their own residential tenancy agreement
- (c) (i)if they were on separate agreements and paid their own bond there would

(ii) (iii) not be a problem.

(4) if all residents paid their own share of the bond this would not be necessary (5) as per (3)

381F Top ups of rental bond

(1) this would not be necessary if all residents had their own residential agreement and paid their own share of the bond. But if that is not the case

(a)(b)(c)Agreed

(2) Agreed

(3) Agreed

381G Particular costs not recoverable

(1) (a)(b)Agreed

(2)(a)(b)(c) Disagree

381H Application to tribunal about notice ending residency interest

(1)Agree

(2)Agreed

(3)Agreed

(4)

(a)Again what evidence is needed

(b) (i)(ii) not up to the provider to prove and up to the resident to make the decision.

381I Confidentiality

(1)(a)(b)(c)Agreed

(2) (a)(b)(c)(d)(e)(f)

Appears to be a repeat of (1)

Clause 27 –Insertion of new ch5,pt2, div 4A

Division 4A Death of sole resident

Refer to Clause 23

Clause 28 Insertion of new ch5,pt2 div7

Division 7 Compensation

396A Reletting costs

(1)(a)(b)(c) Agreed

(2)(a)(b)Agreed

Clause 29 Amendment of s415 (Meaning of urgent application)

(1)(2)(3)(4)(5)(6)(7)Agreed

Clause 30 Amendment of sch 2(Dictionary)

(2) Schedule 2 – Agreed

Clause 31 Amendment of s 17A(2)(b)to(d)(3)(a)(d)"park" (Prescribed minimum housing standards)

(1) Section 17A(2)(b) to (d)

(2) 17A(3) (a)and (d) 'park'

Clause 32 Insertion of new s 57A Offer of residential tenancy must disclose particular information

(1) Agreed

(2)Agreed

(3)Agreed

Clause 33 Amendment of s58 (Lessor must give documents to prospective tenant)

- (1) Agreed
- (2) Agreed

Clause 34 – Amendment of s 65 (Condition report at start of tenancy)

- (1) Agreed
- (2) Agreed
- (3) disagreed – should be to sign the report within 3 days
- (4) of the condition report given to the tenant- should this read “ sign the condition report given to the “lessor”
- (5) agreed
- (6) the last residential tenancy agreement to which THE conditions report relates, ends
- (7) Disagree – the condition report issued at the beginning of the tenancy should be enough proof of the condition of the property on terminaton
- (8) agreed

Clause 35 Insertion of new ss 76A and 76B

- (1) Agreed
- (2) Agreed
- (3) Agreed

Clause 36 Amendment of s81 (Condition report at start of rooming accommodation)

- (1) Agreed
- (2) Agreed
- (3) disagreed – should remain at 3 days
- (4) Agreed
- (5) Agreed
- (6) should read – the last rooming accommodation agreement, to which the the condition report relates, ends.
- (7)(5A) Agreed
- (5B) Agreed

Clause 37 Amendment if s 91 (Rent Increases)

- Section 91 (6) (7) new insertion – disagreed
- New (6) (a) Disagreed
- (b) (i)(ii) Disagreed
- (7)(a) Agreed
- (b) Agreed
- (c) Agreed

Clause 38 Amendment of s 91 (Tenant’s application to tribunal about rent increase)

- (1) (a) disagreed
- (b) disagreed
- (1A) Under Section 92 (4) –now omitted it would be impossible for the tribunal to be aware of Section 92 -4 (c)
- Section 92(4)(f)disagreed- impossible if current tenancy – tribunal to make the decision???

(g) disagreed just to keep a pet -but agreed if a working dog but would need written confirmation that the dog was necessary for work.

Clause 39 Amendment of s 105 (Rent increases)

Section 105(2) Agreed

Section 105 (3A) Agreed

(3B) (a) Agreed

(b)(i) Disagreed – whose makes the decision that the property meets with compliance

(ii) Disagreed rent should be able to be increased if a working dog but have concerns with a working dog kept in a rooming accommodation situation due to health reasons and difference personalities.

Clause 40 Insertion of 105A Resident's application to tribunal about rent increase

105A (1)(a) Disagreed

(b) Disagreed

(2) Again apply to tribunal – waiting times for a hearing?

(3) (a) Agreed if time permits

(b) Agreed

(4) (a) Agreed if the increase is due to the fixed terms ending again the tribunal

(5)(a) Agreed

(b) Agreed

(c) whose is going to make the decision regarding the state of the premises

(d) Agreed

(e) Agreed

(f) who is going to make that decision?

(g) As stated previously a rooming accommodation residence is not a suitable to keep a pet or working dog.

Clause 41 Amendment of 2s 148 (Order for return of bond if bond wrongfully taken)

148 (1)(a)(b) Agreed

(3) Agreed

(4)(a) Agreed

(b) Agreed

(c) Agreed

Clause 42 Amendment of s 171 (Supply of goods and services)

171 (3)(a) Agreed

(b) (i) Disagree

(ii) Disagree – lessors decision – conditions should be written in special terms

(iii) Again should be the decision of the lessor.

Clause 43 Amendment of s 176 (Supply of goods and services)

176 (3) (a) Agreed

(b) Pets should not be agreed too – providers decision

(i) Agreed – if provider allows pets

- (ii) If pets were not allowed in rooming accommodation because of problems they have been previously mentioned then 256F would not be necessary
- (iii) Agreed –but it should be allowed under the Act that if cleaning is not acceptable then to be again cleaned at the resident’s expense.

Clause 44 – Insertion of new ch 3, pt 1A

Part 1A Pets

Division 1 Preliminary

184A Definitions for –pet

- (a) (i) Agreed
- (ii) Agreed
- (b) (i) Agreed
- (ii) Agreed
- (a) Agreed
- (b) Agreed
- (c) Agreed

Division 2 Keeping lets and other animals at premises

184B Keeping pets and other animals at premises

- (1) Agreed
- (2) Disagreed- should be the handler’s responsibility to advise the lessor of the “working dog” area of use .
- (3) (1)(2) Agreed

184C(1) Agreed

- (2) Agreed
- (3) Agreed

Division 3 Approvals, refusals and conditions for keeping pets at premises

184D Request for approval to keep pet at premises.

IT IS THE LESSORS CHOICE ON AGREEDING TO PETS.

- (1) Agreed –The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises. Repeated again “including, for example, noise caused by the pet or other animal.”
- (2) Agreed –if agreed by lessor
- (3)(a) Agreed- if agreed by lessor
- (b) Agreed-if agreed by lessor
- (c) (i) Agreed-if agreed by lessor –lessor’s choice
- (ii) Agreed-if agreed by lessor again lessor’s choice

184E Grounds for refusing pets being kept at premises

- (1)(a) disagreed –if lessors refuse to allow pets that is their choice
- (b) disagreed – lessors choice on pets.
- (c) Agreed – but again lessors choice on pets. In this statement it is acknowledged that pets could cause damage greater than the bond.
- (d) Agreed – lessors choice on pets.
- (e) Agreed-agreed
- (f) Agreed
- (g) Agreed

(h)Agreed**(i) (j)Agreed****184F Conditions for approval to keep pet at premises****(1) Agreed –lessor's choice****(a) Agreed –lessor's choice****(b) Agreed-lessor's choice****(c) Agreed–lessor's choice****(2) (a)Agreed – lessor's choice****(b)the decision should be up to the lessor or lessor's agent****(c) Agreed****(3)(a)disagreed of course this would contravene 171 and 172 of the Act.****(b) disagreed of course this would contravene 173 of the Act****(c) disagreed of course this would contravene 173 of the Act****(d) disagreed****(4)Agreed****184G Continuation of authorization to keep pet or working dog at premises****(1)(a) Agreed****(b)Agreed****(2)(a)Agreed****(b)Agreed****(c)Agreed- If a replacement dog is not kept at the same address.****Clause 45 Grounds for entry****192(2) (c) Agreed.****Clause 46 Amendment of s 214 (Meaning of emergency repairs)****(2)Disagreed Minimum repairs are not classed as emergency repairs****At the time of construction all properties are built to the requirement of local councils therefore minimum standard should not be included as emergency repairs.****Clause 47 Amendment of s216 (Nominated repairer for emergency repairs)****216 (1)Agreed****(2) Agreed****(3)(a)(b)Agreed****(4)Agreed****(5)Agreed****(6)Agreed****Clause 48 Amendment of s219 (Costs of emergency repairs arranged by tenant)****219(1) Disagreed – 2 weeks to remain not 4 weeks. The residential tenancy agreement has provision for notice of contact point for emergency repairs (see s 214)and this should remain the first point of contact. If cost is more than 2 weeks rent invoice should be forwarded to the lessor for agreement before payment.****Clause 49 219A Lessor's agent may arrange for emergency repairs to be made.****As above (1)(2)(3)Agreed****(4)Disagreed – 2 weeks rent only.****Clause 50 Replacement of s 221 (Orders of tribunal about carrying out emergency repairs)**

221 Application for repair order.

**(1) Disagreed – tenant or representative entity not qualified to make the decision
The representative has no right to interfere in a tenancy matter.**

(a) Disagreed as above

(b) (i) Agreed

(ii) the delay could be caused by the type of repair needed and the inability of finding a suitable solution to the problem

(c) Emergency repairs have been dealt with in 219A

(i) disagreed not an emergency - clarification needs to be made

(ii) Disagreed not an emergency.

**(2) (a) as stated in 221 (1) the representative entity is not qualified to make the decision.
The tenancy agreement is between the lessor/property manager tenant not a
Tenant's representative.**

(3) Agreed.

Clause 51 Insertion of new ss22A -221C**221A Granting repair order**

Reference to 221 Orders of tribunal about carrying our emergency repairs

(1) Tribunal not qualified to make that decision

(2) (i)(ii)(ii) disagreed – it is impossible for the tribunal to make these decision.

This information could only be given by the tenant and should not be considered

(b) tribunal not able to make that decision

**(3)(a) again the tribunal unable to make that decision unless the tribunal has
visited the property**

**(b) If the property is vacant- will the tribunal visit the property to ensure that the
repairs have been carried out.**

(4)(a) impossible for the tribunal to make the order

(b) impossible for the tribunal to make the order

(c) the tenant is not qualified to make that decision

(d) of course the tribunal would agree lessor to pay for repairs

(e) disagreed tribunal not qualified to make that decision

(f) on whose orders - tribunal or the tenants heresay

(g) this section should have been in the first place

**(h) this is an impossible clause as it could depend on the repair and if the
necessary type of materials are available to carry out the repair.**

(5) a)(b) disagreed for obvious reasons –

(6) disagreed

**Sections 50 and 51 should be removed completely – it is impossible for the tribunal to make
these decisions fairly. It is one person's word against another.**

221B Extension of time of complete with repair order

(1) again the tribunal to make that decision

**(2)(a)(b)(c) (i)(ii) Agreed as previously stated above
Common sense prevails.**

**(3) The tribunal must notify the authority of an extension granted under this
Section. What is the purpose of this????**

221C Offence to contravene repair order

(1) Agreed

(2) Agreed

(3) Agreed – but common sense must prevail in all of the above sections.

Clause 52 Insertion of new ch3 p8

Part 8 Retaliation

246A Retaliatory action taken against tenant

**(1) ((a)(i) disagree – the tenant's representative "entity" has not the right to take action to
enforce the tenant's rights.**

(A) agreed the tenant has the right to issue a notice to the lessor

**(B) agreed the tenant has the right to issue a notice to the lessor for repairs or
maintenance**

**(C) disagree the tenant does not have the right to carry out repairs without approval
from the lessor It is the lessor's property so it is their right to engage a
qualified tradesmen to repair**

(D)

**(ii)disagreed not the tenant's representative's right to interfere –it is between the
tenant and the lessor**

(iii)Refer to (D) already stated.

(b)Matter mentioned in paragraph (a)

(i) disagreed if rent is not paid within 7 days then this is the lessor's right.

(ii)disagreed the lessor has the right to increase the rent

(iii)the lessor has the right to end a tenancy agreement

(iv)that is the lessor's right to end a tenancy agreement as the right of the tenant

**(2) Disagree – how would the tribunal be able to make that decision – if the
relationship has broken down between parties – why would the tenant wish to stay**

(3) Agreed – tribunal waste of time –tenant against lessor.

**(4) Agreed relationship between parties broken down – under those conditions why
would the tenant wish to remain in the property. Tribunal again???**

**(5)(a)(b) disagreed from previous proposed changes to the Act it could be said that the
lessor has been intimidated**

**Clause 53 Amendment of s 253 (Resident's obligations generally
Section 253(e) insert an authorization under section 256B**

Clause 54 Insertion of new ch4 pt1A

Chapter 4

Part 1A Pets

Division 1 Preliminary

256A

Definitions for part (a) (i) domestic animal

- (ii) an animal that is dependent on a person for the provision of food or shelter
 - (b) does not include
 - (i) a working dog or
 - (ii) an animal prescribed by regulation not to be a pet
- All animals depend on people for food and shelter.
- (a) Agreed assistance dog, guide dog or hearing
 - (b) Agreed corrective services dog
 - (c) agreed police dog

Division 2 Keeping Pets and other animals in resident's rooms

256B Keeping pets and other animals in resident's rooms

- (1) disagreed could be health hazard to all persons in rooming accommodation
- (2) disagreed- commonsense must prevail it could be health hazard to the working dog – being keep in a locked room.
- (3) Agreed

256C Resident responsible for pets and other animals

- (1) Agreed animals should not be kept in rooms
- (2) Agreed
- (3) Agreed

Division 3 Approvals, refusal and conditions for keeping pets in residents' rooms

256D Request for approval to keep a pet in resident's room

- (1) Agreed would not be necessary if common sense prevailed
- (2) Agreed
- (3) Agreed
 - (a) Agreed
 - (b) Agreed
 - (c) (i) agreed
 - (ii) Agreed
- (4) (a)(b) disagreed
- (5) Disagree – surely it is the provider's right to refuse a pet in a rooming accommodation. After all it is the provider's property.

256E Grounds for refusing pets being kept in resident's room.

- (1) (a)(b)(c)(d)(e)(f)(g)(h)(i) Agreed

256F Conditions for approval to keep pet in resident's room.

- (1) (a)(b)(c) agreed
- (2) (a) disagreed not a good idea for all concerned
 - (b) disagreed if the parasites are present could cause a health problem for all residents at the property.
 - (c) Agreed carpet should be cleaned every 6 months at the tenant's expense.
- (3) (a)(b)(c)(d) disagree.
- (4) at resident's expense.

256G Continuation of authorisation to keep pet or working dog in resident's room

- (1) (a)(b) Agreed
- (2) Agreed
 - (a) Agreed

**(b)disagreed – new owner might not wish to continue the property as
rooming accommodation so therefore this condition should be removed.**

**Clause 55 Insertion of new ch4, pt4
Part 4 Retaliation**

276A Retaliatory action taken against resident.

- (1)**
 - (a)(i) disagreed**
 - (A)notice to remedy breach What would the breach be????**
 - (b)agreed**
 - (c) (ii)(iii) appears to be retaliation against the provider**
 - (b)(i)(ii)(iii)iv)agreed**
- (2) disagreed - retaliation again – adults not children**
- (3) Agreed**
- (4) Disagreed**
- (5)(a)disagree**
- (b)Disagree**

Clause 56 Amendment of s286 (Notice to leave if premises being sold)

(1) (a)(b) Agreed.

Section 286(2) Agreed

Section 286(3) Agreed

Clause 57 Amendment of 290A (Notice to leave because of serious breach)

290A (2) -Agreed in “Breach of public or community housing

(1AA)(a)Agreed.

290A (4)Agreed

290A(1AA)to(3)Agreed

Clause 58 Insertion of new ss290B-290G

290B Notice to leave for State government program

(1)(2)(3)Agreed

290(C) (1)disagreed – not if the tenancy is for a fixed term

(2) Agreed but not until the end of the fixed term

(3) Agreed

290 (D) Notice to leave for significant repair or renovations

(1) (a)(b) Agreed

(2)Agreed

(3) Agreed

290(E) Notice to leave for change of use

(1)(a)Disagreed –not if a fixed term tenancy

(b) Disagreed – not if a fixed term tenancy

(2) Disagreed as per above

(3) Agreed

290F Notice to leave if entitlement to student accommodation ends

(1)(a)(b) Agreed

(2)Agreed

(3)Agreed

(4) Agreed

(5) Agreed

290G Notice to leave for owner occupation

- (1) Not if the tenant is on a fixed term agreement**
- (2) as above**
- (3) Agreed**
- (4) Agreed – but not if the current tenancy is for a fixed term**

Clause 59 Amendment of s 291 (Notice to leave without ground)

- (1) Agreed**
- (2) Agreed**
- (3) Agreed**
- (4) agreed**

**Clause 60 Omission of s 292 (Application to tribunal about notice to leave without ground-
Agreed**

Clause 61 Insertion of new s 297B Application for termination because of serious breach

- (1) (a)(b)(i)(ii)(iii) Agreed**
- (2) Agreed**
- (3) Agreed**
- (4)(a)(b) Agreed**

**Clause 62 Amendment of s299 (Application by lessor for termination for repeated breaches by
tenant**

Section 299 (4) (g) Agreed

Clause 63 Insertion of new ss307A-307D

307A Notice of intention to leave because of condition of the premises

- (1)(a) on inspection of the premises prior to signing a tenancy agreement the
prospective tenant should have inspected the property thoroughly**
- (b) as above**
- (c) heresay – after the tenant moved in??**
- (d) agreed at this stage of the proposed legislation minimum standards have been
Defined. Reference to page 136**
- (2) Agreed**
- (3) Disagreed – the tenant should have had every opportunity to inspect the property
prior to signing the tenancy agreement**
- (4) Agreed**

307(b) Notice of intention to leave because of death of cotenant

- (1)(a)(b)(i)(ii) Agreed**
- (2) Agreed**
- (3) Agreed**

307C Notice of intention to leave if entitlement for student accommodation ends

- (1) (a)(b) Agreed**

(2) Agreed (3) Agreed

(4) Agreed

(5) Agreed

307D Notice of intention to leave because of failure to comply with repair order

(1) (a) Agreed

(b) Disagreed – this would depend on the repairs needed – consideration should be given to the availability of materials and tradespersons.

(c) The above should be considered and accepted – it is not up to the tenant to give a time – circumstances should be considered.

(2) as above

Clause 64 Insertion of new s312A

312A Application for termination because of misrepresentation – proof needed

(1) disagreed – what false or misleading information could be given to the tenant heresay.

(a) it is up to the tenant on inspecting the property to ascertain the condition of the property and inclusions.

(b) again tenants responsibility to ask questions on inspection

(c) that is beyond the lessors/agents control

(d) Agreed

(c) It is up to the tenant to ensure that they are aware of rights and obligations Under the Act.

(2) agreed Misrepresentation

Clause 65 Amendment of s 326 (Notice to Leave)

Section 326(1)(d) to (f) omit – insert

(d) Agreed

(e) Agreed

(f) Agreed

(g) Agreed

Section 326(3) Agreed

(5) Agreed

(6) Agreed

Clause 66 Amendment of s327 (Notice of intention to leave)

Section 327(1)(D) agreed

327(2) Agreed

327(4) Agreed

(5) Agreed

(6) agreed

Clause 67 Omission of ss329-332 Agreed

Clause 68 Amendment of s 335 (Application for termination orders)

(1) 335(1) – Agreed

(2) 325(2) Agreed

Clause 69 Amendment of s 340 (Failure to leave for other grounds)

Section 340(1)(b)ix)

- (ix) Agreed**
- (x) Agreed**
- (xi) Agreed**
- (xii) Agreed**
- (xiii) Agreed**
- (xiv) Agreed**
- (xv) Agreed**
- (xvi) Agreed**

Clause 70 Omission of s 341 (Failure to leave without grounds)

Section 341 (omit) Disagree-this section applies to Failure to leave without grounds

Insertion of new ss347A and 347B-these sections apply serious breaches

Insert 347A (1)(a) Serious breach-Agreed

- (b) Agreed**
- (2)(a) Agreed –tribunal again**
- (b) Agreed**
- (c) Agreed**
- (3) Agreed**
- (4) Agreed**

347B Misrepresentation

- (1)(a) disagree-what false or misleading information could be given to the tenant heresay- proof needed**
- (b) disagree – proof needed**
- (2) (2)(a)**
 - (i) Disagreed – one person’s word against another – surely it is up to Prospective tenant – one assumes that they are adults**
 - (ii) disagree proof needed that the information given was false**
 - (iii) disagreed – surely the prospect tenant inspected the property**
 - (iv)disagreed**
 - (v) disagreed**
- (3) disagreed – would be impossible for the tribunal to make a decision.**

Clause 72 Amendment of s350 (Issue of warrant of possession)

Section 350(1 and (2) renumbered as section 350(92) and (3)

- (1) (a) Agreed**
- (b) Agreed**

Insertion of (4) Agreed

Clause 73 Amendment of s 351 (Warrant of possession)

Section 351 (1)(a) Agreed

351(2)(a) Agreed

351(2) Agreed

Clause 74 Amendment of s 353 (Way of recovering possession of premises)**Section 353 –Agreed****353 Limited ways of recovering possession of premises from tenants****(2) (a)(b)Agreed****Clause 75 Insertion of new ch5, pt1 div 11****Division 11 Offences****365A False or misleading information in notice to leave****(1)(a)(b)(c)(d)(e) hard to prove misleading****(2) hard to prove misleading****(3) In section (2) Refer to the wording in (2)****(a)tells the tenant that the document is false or misleading- the lessor or agent****In (2) has given the document to the tenant.****(b) difficult to obtain the correct information when information previously has been given by the lessor or agent****365B Lessor must not let premises for 6 months after ending tenancy for premises being sold. If the tenancy agreement is for a fixed term and the tenancy ends surely the lessor has the right to end the tenancy.****(1)In this clause it refers to “Sale Contract”, that means that the property has been sold, so why does it stated “the lessor must not offer a residential tenancy for the premises for 6 months after the handover day. Perhaps this paragraph should be re-worded.****(2) (1) (a) disagree-surely that is the seller choice.****(b)disagreed that is beyond the sellers control.****365C Lessor must not let premises for 6 months after ending tenancy for change of use****(1) Agreed If notice is given for a change of use why would the lessor offer Another residential tenancy agreement?****(2) Agreed****365D Lessor must not let premises for 6 months after ending tenancy for owner****Occupation****(1) Disagree – circumstances would be beyond lessors control.****(2) (1)(a)Agreed****(b)Agreed****(c)Agreed****(3) Agreed****Clause 76 Insertion of new ss 371A-371E****371A -Notice to leave if rental premises being sold.****(1) (a)(b) Agreed****(2)Agreed****(3 (a)Agreed****(b)Agreed****(c)Agreed****(d) Agreed****(e)Agreed****(4) (a)Agree (b)Agreed****371B Notice to leave for planned demolition or redevelopment****(1)Agreed**

- (2) (a) Agreed
- (b) Agreed
- (c) Agreed
- (d) Agreed
- (e) Agreed
- (3) (a) Agreed
- (b) Agreed

371C Notice to leave because of significant repair or renovations.

- (1)(a) Agreed
- (2)(a) Agreed
- (b) Agreed
- (c) Agreed
- (d) Agreed
- (3)(a) Agreed
- (b) Agreed

3712D Notice to leave for change of use

- (1) (a) Agreed
- (b) Agreed
- (c) Agreed
- (2)(a) Agreed
- (b) Agreed
- (c) Agreed
- (d) Agreed
- (e) Agreed
- (3) (a)(b) Agreed

371E Notice to leave if entitlement to student accommodation ends

- (1)(a)(b) Agreed.
- (2) Agreed
- (3) (a)(B)(c)(d)(e) Agreed
- (4) Agreed
- (5) Agreed

Clause 77 Replacement of s372 (Terminating of agreement by provider without grounds

372 Notice to leave for end of fixed term agreement

- (1) Disagreed
- (2) Disagreed
- (3)(a) Disagreed
- (b) Disagreed
- (c) Disagreed
- (d) Disagreed
- (4) (a) Disagreed
- (b) Disagreed

Clause 78 Omission of s373 (Application to tribunal about terminating agreement without ground)**Agreed****Clause 79 Amendment of s 376A (Application by provider for termination for repeated breaches by resident) insert (c) Agreed.****Clause 80 Insertion of new ss380A -380C****380A Notice terminating agreement because of condition of rental premises****(1) (a)(b)(c) Disagreed****(d) Is resident qualified to make that decision – inspected premise before moving in****(2) Agreed****(3)(a)(b)(c)(d) Agreed****380B Notice terminating agreement because of death of coresident.****(1) agreed****(2)(a)(b)(c)(d) Agreed****(3) Agreed****380C Notice to leave if entitlement to student accommodation ends****(1)(a)(b) Agreed****(2) agreed****(3)(A)(b)(c)(d) Agreed****(4) Agreed****(5) Agreed****(6) Agreed****Clause 81 Insertion of new s361J****381J Application by resident for termination because of misrepresentation.****(1) What false or misleading information****(a) the resident on inspection of the room should have been aware of any problems associated with the premises at the time of inspection****(b) would have been aware of the services provided – would have asked on initial inspection****(c) up to the resident to enquire****(d) the agreement etc would have been given to the resident at the time- Not aware of rooming accommodation being offer in body corporate buildings****Clause 82 Amendment of s388 (Application for termination orders)****(c) misrepresentation (Agreed)****Clause 83 Insertion of new s 389A****389A Orders relating to misrepresentation****This has been covered previously.****Clause 84 Amendment of s 415 (Meaning of urgent application)****Section 415(5)(e) insert****(e) Agreed****(ea) Agreed**

425(5 (ha)Agreed
 (ja)Agreed
 350 (mb)Agreed

Clause 85 Amendment of s426 (Dispute about lessor's notices)

(1) Section 426(1) omit insert
 (1)Agreed
 (a)(b)Agreed
 (c)Agreed refusing a pet but a working dog could be agreed too.

Clause 86 Amendment of s 427 (Disputes about providers notices)

(1) Section 427
 (1)(b)agreed
 © Agreed

Clause 87 Insertion of new ch14, pt5

Part 5 Transitional provisions for Housing Amendment Act 2021

569 (1)Agreed
 (a)Agreed
 (b)Agreed
 (c)Agreed
 (2)Agreed
 (3)Agreed
 (4)Agreed
 570 Incomplete processes to be completed under pre-amended Act
 (1)(a)(b)(c)Agreed
 (2)(a)(b)Agreed
 (3)Agreed
 571(1)(a)(b)Agreed
 (2)(a)(b)Agreed
 (3)Agreed

Clause 88 Insertion of new sch1 Notice periods

Sections 326 and 327

**Part 1 Division Notices to leave for premises other than moveable dwelling premises
 Agreed**

Division 2 Page 88 Notice to leave for change of use s290 (e)(b)states 6 months not 3

Division 3 Notices to leave for short tenancies (moveable dwelling)(Agreed)

**Par 2 Notices of intention to leave Division Notices of intention to leave for premises other than
 moveable dwelling premises-Agree**

Division 2 Notices of intention o leave for long tenancies (moveable dwelling)-Agreed

**Division 3 Notices of intention to leave for short tenancies (moveable dwelling)
 Agreed**

Clause 89 Amendment of sch2 (Dictionary)

Schedule (1) Agreed

Schedule 2 Agreed

**Chapter 3 Amendment of Residential Tenancies and Rooming Accommodation (Covid -19
Emergency Response)Regulation 2020**

Clause 90 Regulation amended

Clause 91 Omission of pt2 div7 (domestic Violence) Agreed

Clause 92 Agreed

Clause 93 Agreed

Clause 94 Agreed

Clause 95 Division 4 Transitional provision for Housing Legislation Amendment Act 2021

100 Incomplete domestic violence processes – residential tenancy -Agreed

101 Incomplete domestic violence –Agreed

Clause 96 Amendment of sch1 (Dictionary)- omit Agreed

Chapter 4 Amendment of Residential Tenancies and Rooming Accommodation Regulation 2009

Clause 97 Regulation amended

Clause 98 Insertion of new 19A

19A Prescribed minimum housing standards – Act s 17§

(1)(a)(b)Agreed

(2)Agreed

(3)agreed

Clause(99) Insertion of new 25A

25A Supporting evidence – Act ss308B and 381B

(1) (a)(i)(ii)(iii)(iv)Agreed

(b)Agreed

(c) (i)(ii)(iii)(iv)(v)(vi) Agreed

(2) (a)(b)(c)(d)(e)(f)Agreed

Clause 100 Insertion of new sch5A

Schedule 5A Prescribed minimum housing standards

Part 1 Safety and security

(1) Weatherproof and structurally sound

(1) Agreed

(2) Agreed

(3) (a)(b)(c)(d)agreed

(2)(a)(b) agreed

(3) Locks and windows and doors

(1)Agreed

(2)Agreed

(3)All ready covered in (1)and (2)

(4) Vermin damp and mould

(1) At the start of the tenancy- Agreed

(2) Agreed

5 Privacy

(1) Disagreed –if property is rented unfurnished this would not be expected as coverings could clash with prospective tenants furnishings.

(2) Disagreed – as per clause (1)

(3) Already stated in Section (1) already has stated that privacy coverings are Required – confusing statements.

Part 2 Reasonable functionality

6 Plumbing and drainage

(a)Agreed

(b) Agreed

7 Bathrooms and toilets

(1) Agreed

(2) (a)(b)Agreed

8 Kitchen – Agreed

9 Laundry –Agreed

On behalf of all Property Owners in Queensland we submit this document to the Committee for consideration in the hope that common sense prevails and that all parties to a tenancy agreement receive a “fair go”.

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.

With the value of properties increasing investors will sell and look to different areas of investment resulting that the Government of the day will have to supply more housing.

Roslyn Wallace

Secretary POAQ

On behalf of the Property Owners' Association of Queensland