

10.7.2021

Dear Committee

I write in relation to the proposed amendments to the *Residential Tenancies and Rooming Accommodation Act*.

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. 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. I am not prepared to provide under the proposed conditions an investment worth offer \$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 my Toowoomba property and I will now sell it. 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 not be blaming others for the times they are facing. 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 would 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 the approval of the landlord in their absolute discretion 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 the Bill suggests tenants are liable but the sad reality that is a fiction.

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 (thousands of dollars), the floating floor in 1 of the houses (again thousands of

dollars), 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, replace 2 stair stringers due to dogs chewing them, picked up buckets of dog shit and undertake hours of vacuuming to clean up bird seed 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. As a bonus I have 2 chickens that were abandoned so I suppose it isn't all bad eh.

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.

I run cattle on the property where 2 of my rental houses are located. I do not want dogs barking at and chasing my cattle. Surely this a reasonable thing but no allowance is made for this in the Bill.

Every pet has the potential to cause far more damage than the bond would ever cover. In any event what is the bond meant to cover? It is ludicrous to think that if a tenant wants a pet a landlord cannot insist on a suitable bond to cover the potential damage. How about \$5,000 if it is allowed in the house to replace the carpet – and no you can't just have the carpet cleaned once a dog or cat or bird is locked inside and left to piss and shit all over the floor (it happens all the time). Sorry to be crude but I hope you get the point.

It is a joke to suggest that a tenant is going to be responsible for pet damage. You are living in tenant heaven if you think that occurs or will occur particularly in lower socio economic areas where the tenant is judgement proof.

The smell some of these pets create would no doubt be a point of complaint from the new tenant. Should I just tell the new tenant – that is what you advocated for so put up with it or would that breach the minimum standards being advocated for?

See the below photos showing a fraction of the pet damage to one of my rental properties by one short term tenant. Would you like such damage to occur to your property? The stench was horrendous and the house could not be relet until the entire house was recarpeted and repainted and even then you could still detect some of the odour. I doubt you would like this done to your

house but this is what the amendment is trying to force upon me. I will not tolerate it and no property owner should be forced to tolerate it.







Who do you think will be filling in the hole and damage to the garden in the above photo? Not the tenant, the tenant advocates or any politicians I can assure.

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. The changes will effectively rule out periodic tenancies.

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 so be it – 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.

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. I will effectively force fixed term agreements and I am sure that isn't what most tenants will want. 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.

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. People get what they pay for. Is that really doing tenants in these areas any favours – I think not. This amendment should be reconsidered.

I am concerned about the requirement for premises to be connected to a water supply service or other infrastructure that supplies hot and cold water suitable for drinking. What about tank water only houses. 2 of my houses are supplied by tank water only (there is no town water) and it is the responsibility of the tenant to supply water. I am concerned that I would be in breach of this situation as would thousands of other rural landlords. The issue needs to be clarified. Yes there is a tank, pumps and hot water systems.

Domestic Violence

I simply cannot and will not accept the changes surrounding domestic violence.

So a tenant doesn't have to pay for damage where there is domestic violence? Who is going to pay for this fantastic get out of jail free card for tenants? If anyone thinks these amendments are fair and reasonable let them pay the costs.

These amendments need to be substantially reconsidered and redrafted to avoid its abuse and having landlords pick up the tab.

If a tenant is suffering from domestic violence let them apply for an order of QCAT with the notice being given to the landlord and let the tribunal decide that there is domestic violence and what should happen. Most times I suspect a landlord would not want a tenant in place where domestic violence is occurring as amongst other things it is putting their property at risk but the proposal opens the way for tenants to get out of their obligations under a lease under the guise of domestic violence. I suspect heaps of tenants in lower socio economic areas have DVOs in place and it wouldn't be beyond them to use them to get out of rental agreements where it suits them. Having said that if such is the condition of the relationship status of a tenant it is probably in a landlord's best interest that the tenant leaves but the tenant should pay for any damage occurring.

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. See the 2 photos below for how tenants typically treat a rental house.

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 in person please call me. I would also happily send you some videos of what tenants do – you would be shocked. You may find I am not as crazy or obnoxious as I sound here but rather someone with a good deal of first-hand experience in dealing with tenants 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.



Current condition of rental house

Current tenanted house condition



Glen Martin

Phone [REDACTED]

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