
From: Robin Rieger [REDACTED]
Sent: Tuesday, 13 July 2021 9:55 AM
To: Community Support and Services Committee
Subject: Submission re: Housing Legislation Amendment Bill 2021

Good morning,

I am writing to provide a submission for consideration regarding the drafting of the proposed amendments to the RTA act regarding renting in QLD.

My name is Robin Rieger and my contact information is:

- Email: [REDACTED]
- Mailing Address: [REDACTED]

I respectfully ask that my contact details are not disclosed as part of this submission.

Kindest regards,
Robin

My submission is as follows:

In general, as a landlord of several properties in QLD I understand and support the need for reform in areas such as minimum housing standards and pets. Whilst we have never personally disallowed a pet on a property we have rented out, I do understand that other landlords in QLD have and that this can cause stress and in some instances inhumane treatment (dumping) of animals because people can not find properties where they can keep their beloved pets. I believe the protections such as allowing restrictions such as only having the pet outside and removing animal damage from the fair wear and tear clauses is sufficient protection for landlords.

I do have some concerns however as to the drafting of the following items:

1. Without grounds removal / replacement end of term: re s291 and grounds etc
Whilst I understand that some landlords have abused the without grounds termination 'reason', I find the wording of the replacement section now to have gone too far in favour of the tenant, creating a power imbalance. I completely support not being able to end a tenancy during a fixed term to help reduce stress, however, I believe after the term ends and the tenancy has become periodic tenancy that an additional ground should be added. This could be 'Notice to leave after the fixed term is over'. By this I mean, that the term currently proposed is to end the tenancy at the day the fixed term is at an end. I support adding this ground for ending a tenancy. I would however like to see an additional ground that if the landlord did not terminate at the end of e.g. 1 year and the tenancy is periodic, that the landlord can still terminate with 2 or even 3 months notice after this time. For example, if 8 months after the fixed term has ended, the landlord wished to terminate the tenancy the grounds left are overly restrictive. There is in my mind no disadvantage to adding an additional ground to terminate after a fixed term has ended on the same 2 month notice basis or a slightly longer period such as 3 months, to help reduce stress for tenants. I.e. I would not have an issue with a longer time period to terminate in a periodic tenancy, however, I believe that one should be there. It would actually create more flexibility to allow parties to just continue without a fixed term and still provide the protection that either party can end the contract. This should however only be available on periodic and not fixed term tenancy. This provides for fairness to both parties in these tenancies whilst still achieving the goal of providing stability and protection to the tenant during the fixed term by removing the without

grounds during this time. I believe it would create a fairer renting framework in QLD for both sides. It should be noted that the tenant still retains the 2 weeks notice for periodic tenancies so an equally fair ability to end a tenancy after the fixed term is over should be provided for landlords. It is a basic human right to be able to end a contract that a party no longer wishes to be a part of, even if some compensation is required, i.e. reasonable moving expenses. Without this ground, it would create an indefinite contract for one party, which is contrary to basic contract/human rights.

2. Retaliatory actions: re s246a

I agree that landlords should not be able to retaliate and for example evict a tenant for asking for repairs, however, with the "without grounds" removed for landlords, this already provides significantly more protection to tenants from landlords doing the wrong thing. I believe the section that is being added now goes too far and disadvantages the landlords. There could very easily be a situation where a landlord and tenant disagree on a matter. This can be respectful from the landlord's perspective in that they just don't agree. That's life. We all disagree at some point in time. However, the new section is unfair towards landlords as the tenant could simply use this as an example of 'retailory' action as the wording is so broad. This can then remove the landlord's ability to terminate the tenancy at the end of the fixed term, even though that could have been the intention from the very beginning and any disagreement during the tenancy did not actually impact the decision. I.e. The burden of proof seems to be on the landlord to show that it was not retaliatory. Merely having a disagreement during a tenancy should not undermine the landlords rights. What happened to the notion of presumption of innocence? Whilst I understand that comes from criminal law, that notion should be in all law made and this section seems to presume that the landlord will do the wrong thing. With the without grounds already replaced to only be able to terminate at the end of the fixed term, this section seems to be contrary to the intentions of that. I.e. a ground is added to end at the end of a fixed term, however, a tenant can simply complain to some authority, without any grounds for the complaint, and then this section takes away the landlord's right to terminate. This ending of the tenancy could even be months later, or this could be 'abused' by the tenant merely weeks before a termination is given as a preventative measure to curtail the landlords rights. This seems contrary to the intentions of adding the end of fixed term ground. There should be a higher standard before the landlords rights are undermined in this way, otherwise it appears that any minor disagreement at any time during the tenancy could be used by the tenant to circumvent the intention of the legislation, i.e. to provide a way for a landlord to end a contract at the end of a fixed term period, a basic human right to not be bound indefinitely to a contact. Even if the landlord has agreed and fixed all items, given the breadth of the provision the tenant could still argue that any action from the landlord is retaliatory, a proposition which seems very unfair and contrary to the intentions of the legislation, i.e. a fairer framework for both sides.

3. Immediate family - s290G and others

The definition of immediate family for owner occupation notices to leave should be expanded to make it clear that the family of a 'trust' or 'business' that owns the property is included. Many properties may be held in trusts for tax or other legal reasons and these groups should not be disadvantaged by this section. I believe this is an oversight during drafting and ask the committee to expand this to include this broader group of people, e.g. the director of the company, their family should be included.
