
From: [REDACTED]
Sent: Tuesday, 13 July 2021 12:28 PM
To: Community Support and Services Committee
Subject: Fwd: TENANCY LAW REFORM - Tenants submission
Attachments: Letters.pdf

Begin forwarded message:

From: [REDACTED]
Subject: Fwd: TENANCY LAW REFORM - Tenants submission
Date: 13 July 2021 at 12:24:11 pm AEST
To: "CSSC@parliament.qld.gov.au" <CSSC@parliament.qld.gov.au>

Begin forwarded message:

From: [REDACTED]
Subject: TENANCY LAW REFORM - Tenants submission
Date: 12 July 2021 at 12:19:45 pm AEST
To: communitiesandhousing@ministerial.qld.gov.au,
info@makerentingfairqld.org.au

[REDACTED]

To whom it may concern,

I am writing to ask the Government to reconsider their proposal to water down the laws in favour of Investors/owners/agents.

More so than ever, we the renters need genuine leadership and protection to sustain affordable, long-term quality housing.

If renter's rights are not protected, be prepared to see more media coverage showing lower to middle income families and individuals living on the streets and in their cars [if they have them].

For the past 10 years,[or before] I have always paid my rent in advance and never been served a notice to remedy breach.

I value a secure and safe home just like every other citizen.

Despite this, it seems that it is no longer 'Good Enough' to be a good tenant who pays there rent on time, who is clean and tidy and respects their neighbours peace and privacy and communicates when necessary with their agent.

Since September 2017, I have had 5 rental properties and only one reasonable rental tenure from Oct 2017 - July 24 2019.

On July 24, 2019 I relocated back to the Gold Coast to provide additional care for a family member living with a disability.

I have regretted doing this as what we have experienced has been a nightmare.

4 out of 5 of these tenancies related to sub-standard accommodation.

██████████ rented one of these properties, 25 major repairs issues were identified. When the hot-water failed to work properly during winter and after 3 months of emails when the lease expired I was given a Notice to leave without Grounds. This was during the Pandemic and we were hoping to have the lease go to a periodic [as mentioned by the agent] to allow us time to find something suitable. We took this matter to QCAT on retaliatory grounds and our submission was upheld.

3 out of our 5 tenancies has resulted in living with mould and major structural issues, including the current tenancy for which I received a 'Non habitable' notice 1 week into the tenancy. Yoo hoo! A new tenancy record. We have been unsuccessful in securing suitable accommodation, which is due to two main reasons, the current housing crisis of supply and my poor short-term rental history that was no fault of my own and the fact I am a middle age woman, indigenous and home schooling for the past 10 years an adult child living with a disability.

1 of these tenancies resulted in signing a 12 month NRAS lease agreement and then having the owner cancelling the NRAS allocation 2 weeks into the agreement because he wanted to sell the property. He did not have any intention of honouring the agreement. A great performance by the owner and his lawyer, the sales agent ensued from the moment the ink had dried on the agreement. The end result was all parties benefited except myself and daughter. The owner had their rent paid up until the property was sold, the sales agent received her commission, the property management received their 10%. We received intimidation and stress from all opposing parties from the moment we moved in to the day we left. The stress and disruption causing my daughter to fail her senior subjects. [see attached]. 10 days before I was due at QCAT for a hearing into the matter, I secured a new NRAS tenancy only to find when we moved in [during the 10day March weather event] that the new place had major structural damage causing water ingress with mould growing on the carpet underlay, rising damp and foul smell coming from the drains in the bathrooms.

Once again, another partial tenancy where the investor and agent benefits receive their full bottom line monetary benefits while undermining our well-being and rights to access a safe and fully functional home.

What is fundamental here is differentiating between what is a 'Need' and what is a 'Want'. Shelter is a need and wealth creation is a want. Please enable laws to protect our basic needs to live a normal life.

Thank you for taking this time to consider our circumstances. Please find attached, letters showing tenancy impacts of poor housing conditions. If you require evidence to support my claims, please do not hesitate to contact and I will be happy to provide.

Kind regards
██

Good afternoon [REDACTED]

Emailing to confirm our conversation at your office 2.30pm, 9 September.

During this conversation I expressed to you the breathing difficulties we were experiencing as a result of the mould, that under these conditions and the effect this has was having on our asthma, it would be detrimental to our health to remain in the property and would like to discuss a mutual agreement to end the tenancy.

As described, on the first night in the property we struggled to sleep in our bedrooms. Every intake of breath I could smell the sharp bitterness of mould and a burning sensation in my nostrils. To alleviate the discomfort I pulled the sheets over my head so I could breathe a full breath under the covers. Reluctant to return to our rooms the following night we moved our bedding into the lounge/dining area to manage the problem where we are still sleeping despite the mould damage present in the lounge wall/ceiling. (referred to in the ECR).

Also discussed were issues of electrical safety, in regards to the shower light flickering 40cm above my daughter's head in the shower recess. Not feeling confident to use the shower, we use the bath for our daily personal care. You said that as far as you are aware the light was acceptable but you would send out an electrician to determine if there were any recent changes.

Finally, I mentioned the impact this was having on my daughter [REDACTED] and myself as her carer. With regards to my daughter's life-long medical conditions and challenging behaviours, she studies at home via distance education and is in the home environment almost 24/7. Living in the property under these conditions is taking a toll on her emotional/psychological well-being, putting her at risk. I asked you to please talk with the owner.

You responded to my concerns by providing me a notice of intention to leave and asking me to sign a First National break-lease agreement.

I request that you eradicate all mould from the property. This would require re-sheeting the plasterboard on the walls/ceiling/cupboards/ doors and plasterboard windows. Any major structural damage that contributes to the mould problem, eg., long-standing roof & water damage present in the home. Plumbing issues, repairing gaps and seals between floors, walls, ceilings, windows and screens. Removal of water damage and black mould present in the wall cavities and water damage in the roof. Mould on exterior structures, eaves, paving and other issues such as landscaping overgrowth, trees that relate and contribute to the mould/roof issues. Also all replacement, repair or removal of interior fixtures and fittings with mould spotting and damage, inclusive of architraves, ill fitting window treatments and replacement of curtains. Please refer to entry condition comments as a guide.

Yesterday, you issued a Form 9 so the electrician could enter the property on Friday 22 September. Consequently, I will not be responsible for any debt occurred for trades-people to attend to repairs or assessment of issues at the property.

Kind regards [REDACTED]

Dear Owner

I am the current tenant at [REDACTED] Toowoomba.

Due to the health and safety concerns at the property my daughter and I cannot stay. Since day 1 of the tenancy we experienced breathing difficulties, anxiety and our asthma symptoms have exacerbated.

I am writing to you to inform and update you on the situation.

I feel the agent wasn't forthcoming to our concerns discussed 8 September and the impact this is having on our health and wellbeing.

In addition, [REDACTED] are happy to terminate at a cost which will cause undue financial hardship to myself and my daughter.

During inspection, questions were raised to previous tenant in the presence of [REDACTED] property representative about whether the property had any major interior issues of concern such as any leaks, water damage, roof issues. She responded by saying no issues were present only a burst water pipe had occurred out in the front street.

I would like to outline the major property defects identified so far.

Property issues were identified to the agent within 1 day of moving in.

A non-compliant electrical light and power switch was located in the shower.

The mould spotting is every-where throughout the house on all porous materials. Identified in ceiling and wall paneling, flooring; window architraves skirtings, fittings, curtains, carpets. Mould damage in lounge ceiling/wall and bedroom.

Rain is entering through the defunct kitchen oil heater flue and rain is dripping through asbestos sheeting ceiling on to electrical between the laundry/ garage access areas.

As I mentioned to [REDACTED] and in my emails the smell of mould in the bedroom and cupboards forced us to move out to the lounge/dining area.

There is asbestos sheeting lining the cupboards.

Our clothes are folded in our own office storage in the dining area, and we have had no shower access since the tenancy began.

Please find attached emails to agent, Dr letters, photos.

In summary, to remedy this situation is a big job.

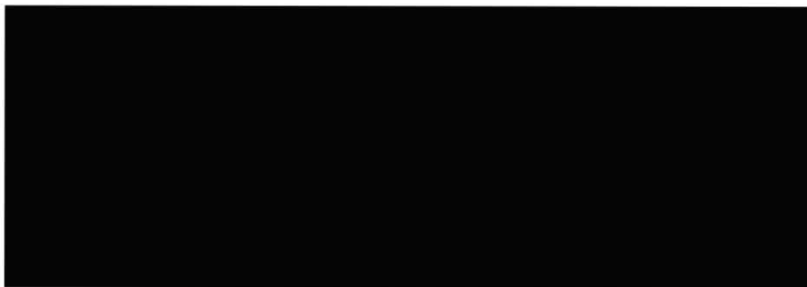
The responsibility of owner/agent is to provide a place in good repair and fit to live in.

I therefore, respectfully request a mutual termination without penalty.

I await a response within 14 days from the date of this letter.

If no response, I will be issuing the agent with a notice to remedy breach.

Kind regards
[REDACTED]



19th March, 2021

To whom it may concern



Dear Sir/Madam,

██████████ has been seeing me for psychology since December 2019.

██████████ has been under significant amount of stress in the past few weeks as she and her mother have to move into a new property as the current property they were living has been sold. They have been on the verge of homelessness for the past two months as they have had extreme difficulty finding a property. RTA and various other organizations have also been involved as the owners were being particularly nasty. Due to this ██████████ has had heightened anxiety and not been able to focus on her studies due to having to travel around to look for new accommodation.

This letter is written to advise that due to the severe circumstances as above ██████████ has been unable to meet her study requirements.

Please do not hesitate to contact me if you have any queries or concerns.

Yours Sincerely



Psychologist



25th November, 2020

To whom it may concern



Dear Sir/Madam,

■■■■ has been seeing me for psychology since December 2019.

■■■■ has been under significant amount of stress in the past few weeks as she and her mother have moved into a new property. In the middle of moving the owner of the house had the locks changed. There has been police, RTA and various other organizations involved. Due to this ■■■■ has had heightened anxiety as she is scared to stay in the house or leave the house.

■■■■ has informed me she has all her assessments due today and due to the above mentioned she has not been able to complete them.

This letter is written to advise that due to the severe circumstances as above ■■■■ has been unable to complete her final assessments.

Please do not hesitate to contact me if you have any queries or concerns.

Yours Sincerely



Psychologist