

## Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

**Submission No:** 5  
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**Publication:** Making the submission and your name public  
**Attachments:** No attachment

### Submitter Comments:

My submission is based on my experience as a Tenant as well as Landlord in Queensland, ever increasing interest rates and inflation badly hitting the Landlords as well. As a Landlord I have been hit with financial losses due to current Tenancy laws in Queensland, which are mainly skewed towards the Tenants, making landlords to re-think about investing in Queensland. My humble request to the committee is to please take a balanced approach (remove any political bias due to forthcoming elections) before recommending the changes mooted by the government, as a neutral committee your honorary members and government is also responsible for protecting the right of the Landlords. The proposed changes seems to be quite a handful but I would like to provide a very honest feedback on few changes which the Government is mooting, namely:1. better rent protections – banning all forms of rent bidding Feedback: I agree, rent bidding should be banned

2. limiting rent increases to 12-months, attached to the property instead of the tenancy Feedback: Agree that rent increase should be limited to 12 months per Tenant BUT do not support that 12 months rent increase should be attached to the property. Reason for this is there are external uncontrollable factors like increase in interest rates, change of financial condition of the Landlord etc which may need rent adjustments. Better option is to limit the rent increase attached to the property to 6 months.3. fairer fees and charges – offering tenants a fee-free option to pay rent, ensuring any financial benefits received by rental property owners/managers are disclosed, capping re-letting costs and defining a timeframe that a tenant must receive utility bills within Feedback: Not clear what is meant by this? In simple terms if the Bank is charging any fee for a service provided to the Tenant, Agent should be responsible for disclosing it .. Better way is to give Tenant multiple options to pay and let them decide what works best for them. I agree on other recommendations pertaining to capping re-letting cost, utility bills time frame4. making it easier for renters to modify and personalise their home Feedback: Only minor, cosmetic modifications, in consultation with the Landlord should be allowed. Any major modifications needs to be approved/rejected by the Landlord. Landlord has used their hard earned money to purchase the house based on certain features, purchased the building insurance and all of a sudden witness their dream property being modified/changed against Landlord's will and building standards. This is illegal and even Insurance may reject these modifications. Who pays for already sky-rocket building insurance - government?? This change will result in quantum jump in court litigations, insurance costs rising, forcing the Landlord to go bankrupt .5. protecting renter's privacy – extending entry notice periods from 24 to 48 hours, limiting frequent entry to a property at the end of a tenancy, offering a choice about how rental applications are submitted, creation of a prescribed application form, limiting the personal information that can be requested and collected Feedback: I agree on extending entry notice period to 48 hrs but let me be clear I have suffered heavy financial losses due to few Tenant's getting fussy at the time of vacating, not allowing inspection and leaving the property in trash without even advising the Agents. Someone has to experience this before making loose statements. Due to lack of information I am still chasing a Tenant to pay for the damages inspite of QCAT order but cant find the Tenant. Complete Tenant information is required so Agents can do their due diligence before selecting a Tenant. If it is a public housing, it is upto the government not to collect any information. It is Owner's hard earned money which needs to be protected to avoid Owners not going under financial stress.6. Improving the rental bond process – any claim on a bond will be required to be supported by evidence, a portable bond scheme will be established, maximum bond requested will be no more than four weeks rent Feedback: Government should be aware of the ground realty.

There have been multiple instances in which Tenant stopped paying rent before end of lease, left the property in a very bad condition, asking the Agent to use the bond money to recover the rent and pay for cleaning. In lot of cases bond was not sufficient to even recover the rent, so portable rental bond should not be allowed as Tenants will claim the bond without paying dues and this result in more tussles/legal battles/QCAT complaints with Landlord always short-changed which is already occurring in Queensland even without the proposed changes. Agree on 4 weeks rental bond.

7. improvements – improved domestic and family violence protections

Feedback: Again I am unsure what this is all about. I have already lost bond money which was required to cover my expenses pertaining to rent and cleaning as Tenant had left without informing Agent, as I was advised, I can only claim part of the bond which had two parties on the lease and one party had lodged a DV complaint with police and left. Their portion of the Bond had to be refunded in full. Why always a Landlord is at the receiving end?

Many thanks in advance for your consideration. Best wishes and hope government takes a right, balanced decision before making changes as a Law.