

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

Submission No: 9
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To the Committee Secretary,

I am writing to express my perspective on the recently announced Stage 2 tenancy law reforms, particularly regarding the proposal granting tenants the ability to modify and personalize the property.

As a QLD property owner, I appreciate the intention behind these reforms but have reservations about a particular area.

Allowing renters to make modifications raises valid concerns about potential damages or alterations that could impact the property's value or condition.

While some degree of flexibility is understandable, it is essential to establish clear guidelines to protect landlords' interests and ensure that any modifications are reversible and do not compromise the property's integrity.

Scenarios to consider:

- **Painting Damage:** A tenant decides to paint the walls without proper preparation or permission, resulting in paint spillage on the carpets and floors, causing irreversible damage. In this scenario, the responsibility for repairing or replacing the damaged carpets would need to be clarified in the lease agreement.
- **Colour Choice:** A tenant may decide to paint the walls a colour that would dissuade future tenants. Considering this scenario, who should be responsible for changing the colour back to one that is more neutral? If the tenant refuses to make the change when they leave, will bond be permitted to be used for the owner to repaint? What if the bond is insufficient? All this would need to be clarified in the lease agreement.
- **Structural Changes:** A tenant decides to install shelving units without seeking permission or consulting the landlord. However, during installation, they accidentally damage the wall, leading to structural issues. The repair costs and liability for the damage would need to be addressed, potentially resulting in disputes between the tenant and the landlord.
- **Appliance Installation:** A tenant decides to install a ceiling fan or a wall-mounted television without professional assistance, resulting in damage to electrical wiring or structural integrity. In this case, the landlord may face significant repair costs and potential safety hazards, raising questions about liability and negligence.
- **Garden Modifications:** A tenant takes it upon themselves to redesign the garden, removing existing plants and landscaping without consent. However, their modifications result in drainage problems, leading to water damage to the property's foundation. Determining responsibility for the resulting damage and rectifying the drainage issues would become contentious matters.

In each of these scenarios, the need for clear communication, detailed lease agreements, and potentially even pre-approval processes for modifications becomes evident. Landlords must protect their property while allowing tenants some degree of customization within reasonable bounds.

Thank you for considering my perspective on this matter.

Sincerely,

Scott Frewer

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