

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

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**Committee Secretary
Housing, Big Build and Manufacturing Committee
Parliament House
George Street
Brisbane Qld 4001**

By email : hbbmc@parliament.qld.gov.au

Dear Committee Secretary,

**SUBMISSION
RTRA Act Amendment Bill 2024
Rental Sector Code of Conduct**

From what I gather from my own experience and many other stories in the media, is that the current Queensland RTRA Act tenancy legislation is totally inadequate in regards to the behaviour of Property Managers and Property Owners.

My wife and I are age pensioners and were sharing our previous tenancy at Aroona in Queensland with our daughter, who has two children with disabilities (our grandchildren).

Towards the end of our second 12 month lease, we were offered a lease **renewal** by the Property Manager that contained a totally onerous and unconscionable term, along with a threat of eviction if not signed. We complained in writing twice and refused to sign. Accordingly we were given notice to leave our family home, which we did, with huge turmoil, distress, substantial removal expenses and injury, I ended up in hospital.

I considered this horrible experience to be in contravention of section 21 of the Australian Consumer Law (ACL) by the Property Owners and Property Manager being their agent, and we filed the matter with QCAT for compensation and declarations, under several provisions of the RTRA Act and section 21 of the ACL.

At the QCAT hearing I was shocked to discover that the Adjudicator, also had no idea of what was required by section 21 of the ACL, who backed up the unconscionable behaviour of the Property Manager, describing it as "*Normal Practice*", "*Common Practice*" and "*Business as Usual*" (per the transcript). The Property Manager also found it necessary to **lie** to the Tribunal catching us by **surprise**, and to top it off, our strong objection to the lies was ignored by the Adjudicator, who lapped up those lies and made her decision against us, based on those lies.

The matter is currently waiting for Appeal (APL305-23) to be heard (filed on 21 September 2023), and last month I made a complaint to Office of Fair Trading (OFT) Licensing regarding the lies.

The OFT misconstrued my complaint into something outside OFT jurisdiction, resulting in my complaint to the Ombudsman who suggested that I request a review. Having discovered and activated the OFT review facility, perhaps now they will actually do what they are paid to do.

Queensland tenancy legislation does not prohibit unconscionable behaviour. However Australian Consumer Law (ACL) does, which obviously applies nationally :

Burch v Tucker (Residential Tenancies) [2018] VCAT 292 at 41:

<http://www.austlii.edu.au/cgi-bin/viewdoc/au/cases/vic/VCAT/2018/292.html>

41. *“...it is generally accepted that a landlord is acting in trade or commerce when providing residential accommodation for lease. Accordingly, it is also accepted that the provisions of the ACL apply to residential tenancy arrangements generally, and more specifically that section 21 of the ACL prohibits a landlord, who is acting in trade or commerce, from engaging in conduct that is unconscionable when supplying accommodation services.”*

(also see *Spilkin v Rosenberg* [2011] VCAT 942)

<http://www.austlii.edu.au/cgi-bin/viewdoc/au/cases/vic/VCAT/2011/942.html>

My purpose of bringing my story to the attention of the Committee, is to request that strong consideration be given to section 21 (and 22) of the ACL being mirrored in the Rental Sector Code of Conduct being prepared, so that all parties are aware of what is required of them.

This would provide residential tenants with a shield to protect them from conduct that is particularly harsh or oppressive.

In the many tragic residential tenancy stories I have read and seen in the media, it appears that tenants (along with a QCAT Adjudicator), are simply unaware of the rights owed to tenants as provided by the ACL, and a rogue Property Manager (as in my case) is either similarly unaware, or just finds it all too convenient to ignore what is required by the ACL.

Hopefully this submission illustrates to the Committee, the trouble tenants can have with trying to achieve some justice and fairness, within the ineptitude (of QCAT) and dishonest behaviour (of a Property Manager) and lethargy (of OFT), that I have found to be prevailing in Queensland.

Full details of my story are online at :

- <https://coronis.rentals>

AND more at :

- <https://elizablack.coronis.rentals> - with an Evidence Brief of the lies.

Yours Sincerely



Gordon Craven - I agree to the publication of this submission.