

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

Submission No: 72
Submitted by: [REDACTED]
Publication: Making the submission public but withholding your name
Attachments: No attachment

Submitter Comments:

Improving rights for renters comes with a demise in rights for housing providers, named landlords.1. Structural Changes: Adopting laws that afford renters the right to "structurally modify" a home presents RISKS for property owners. Property owners have the responsibility to ensure upkeep, safety and compliance with regulations. While it's understandable renters may have changing needs and desires regarding the property they inhabit, allowing them to make alternations poses risks as they likely lack the competence and qualifications, necessary skills or expertise to perform changes safely. Without necessary skills, they may compromise the integrity of a property leading to costly repairs that are not covered by bond. Insurance liability is also a key consideration. Landlords need assurance that any changes made are carried out by a suitably qualified specialist so as not to compromise insurance coverage. Should a tenant make unapproved changes there are no consequences set out in the draft bill.2. Reletting costs: Further, while it is reasonable to expect the landlord to cover certain costs for reletting, including advertising, it is essential to strike the right balance to ensure landlords are not unfairly burned with reletting costs, should a tenant elect to break their lease contract. There is very little impost on tenants who can provide notice, pay a nominal fee and be gone, yet a landlord cannot seek to make changes to a tenancy despite changes in their circumstances while a current tenancy is valid. This completely limits the rights of landlords while providing renters the avenue to break their contract.3. Information: Finally limiting access of property managers and landlords to information about tenants' prior breaches and bond issues protects renters who may have a poor renting history, particularly if they regularly fail to meet the terms of the tenancy agreement. This unfairly blinds the letting agent or landlord to known issues that would form part of reasonable character checks. It's much like accepting a new employee without any reference checks. This doesn't happen in the commercial world and it shouldn't happen to property owners with an increasingly expensive asset.