

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

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**SUBMISSION – RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION AND
OTHER LEGISLATION AMENDMENT BILL 2024**

The laws need to be fair and equitable, and that should including acknowledging ownership rights, and not over-riding the Rule of Law with bad legislation. Tenants need to be responsible with their rental rights as the owners responsibility is with the property,

Division 2 Amendments commencing on assent

Clause 4 Amendment of s29 (Act applies to certain residential tenancy agreement etc) -Agree

Clause 5 –Amendment of s 44 (Rooming Accommodation agreement to which Act does not apply)
Agree

Clause 6 Insertion of new s44A

(1) Agreed

(2) Agreed

Section 433 noted and agreed

Clause 7 Amendment of s 57 –(1) noted

(2) noted and agreed

(3) noted and agreed

(4) noted and agreed

(5) noted and agreed

(6) agreed

Clause 8 Amendment of s 62 (Written agreements required) Agreed

Clause 9 Amendment of s 73 (standard terms) Agreed

Clause 10 Insertion of new s 76AA (1) agreed

(2) agreed

(3) agreed

(4) agreed

Clause 11 Amendment of s77 (written agreement required) Section 77 (1) (agreed)

Section 77 (2) agreed

Clause 12 Insertion of new s 82A (agreed)

Clause 13 Amendment of s 87 (rent in advance (1)(a) disagree (b) disagree

Clause 14 Amendment of s 91-(1) (rent increases)

(2) 91(3) agreed

(3) agreed

F1

Clause 15 Amendment of s 93 (Minimum period before rent can be increased)

- (1) Disagree
- (2) Di
- (2A) Disagree
- 2(B)disagree

Section 93(5) omit , insert 93(5) Agreed

Clause 16 Insertion of new 93A and 93

93A Evidence or last rent increase (NO) This is a privacy issue

A previous tenancy agreement. NO This is a privacy issue

Written rent increase notice for the residential premises. NO privacy issue

A copy of the rent ledger for the residential premises. NO privacy issue

(2) no disagree

(3)Evidence must not be given to the tenant under this section unless personal information about any other person has been removed or otherwise de-identified

BY MAKING THIS STATEMENT – IT IS AGREED THAT THERE ARE PRIVACY ISSUES WITH THIS SECTION AND THEREFORE SHOULD BE REMOVED.

93B Tribunal order about rent increase

(1) Common sense Lessors also face hardship- Lessors should be able to increase the rent payable during the 12 month period mentioned in section 93(1)

(2) Agreed

(3)Agreed

(4) Agreed the tribunal must take into consideration the circumstances of the lessor –there might be other tenants not paying the rent which could cause problems with cash flow in paying for services to maintain the property

(a) all parties to the tenancy should show some consideration to the lessor in times of hardship.

(b) of course the tenant's ability to continue to pay the rent should be taken into consideration but if hardship is encountered by the lessor and continues then the tenant may have no choice but to find other accommodation.

Clause 17 – Amendment of s94 (Rent decrease)

(5).agree

(6)agreed

Clause 18 Amendment of s101 (rent in advance)

(!) Disagree Surely this is a decision between the provider and the resident- the resident could be going on holidays or to hospital . So I believe that it is the decision between parties \

(2) agree

Clause 19 –

Amendment of a 105B (Minimum period before rent can be increased)

(1) Section 105B(1) Disagree Consideration should be taken into account – there could be an increase in electricity, water or council charges. So why should the rent not be increased to cover these extra charges. It is not up to the provider to bear these costs.

(2) (a) agreed

(b) agreed

2 (i) agreed

(ii) agreed

(2a) disagree

(2) Section 105B

(3A) disagree

Section 105B

(4A) agree

(5) Section 105B(2A to 4A

renumbered as section 105B93) to (7)(agree)

Clause 20 Insertion of new ss 105C – 105E

105C Evidence of last rent increase.

(1) Disagree – due to privacy reasons

(2) disagree – due to privacy reason

(3) it is obvious from this section that the government agrees – that information should not be given to another person. Therefore this should be removed from entirely from all section of the Act.

105D Rent increase in relation to service provided under agreement.

Agreed 105E Tribunal order about rent increase

(1) agreed

(2) agreed

(3) agreed

(4)(a) if the provider is in hardship surely then it is up to the tribunal to accommodate the provider before the resident- who is only renting a room whereas the provider if having difficulty then the provider must lose the entire property.

I would suggest that the resident look for other accommodation.

Clause 21 Insertion of new S107A

(1) (a) agree

(b) agree

(2) agree

Clause 22 – Amendment of a 1136En (payment of rental bond after dispute resolution process)

Section 136E9@0(d)(iii) withdrawn – agreed

‘Clause 23 Displacement of s 138 (Payment of rental bond supplier)

Section 138 Payment to rental bond supplier

(a) agreed

(b) agreed

(c) agreed

(2) agreed

(b) agreed

Clause 24 – Amendment of s 148 (Order for return of bond if bond wrongfully taken)

7777777777 agreed

Clause 25 Insertion of new s 155A

(1) disagreed

(2) disagreed

(3) disagreed

(4) (a) disagreed’ (b) disagreed

(c) disagreed

(5) disagreed

Clause 26 Insertion of new ch3, pt5, div 1` sdiv 1

Subdivision Fixtures and structural changes generally.

206A Application for subdivision

(1) confusing – different situations – attaching a fixture?

(2) confusing – attachment of the fixture or the making of the structural change?

Clause 27 Insertion of new Ch 3, pt5 div1 sdiv2

209B (a) a Fixture may be attached or a structural change may be made to premises if the fixture or structural change- (a) it should be advised why the fixture is required and the type of fixture required before approval is given and written approval also be reached on the payment of the fitting of fixture and also the removal of the fixture. I would suggest that it would be at the tenant’s/residents expense.

More information should be required as to the structural change. A structural change would need council approval and be fitted by a qualified person. The cost should be the tenants/resident’s responsibility if a tenant’s requirement. Property owner would need to agree to the structural change

F1

Clause 28 – Amendment of s 245 (injury to domestic associate)

Agree.

Insertion of new ch4m pt1, div1 hdg

Division 1 Provider's obligation There are some areas of concern in this area- how could any provider guarantee the safety of every person entering the property. At any time there would be people coming and going, It is expected that the provider be on call 24 hours a day? Impossible to police

Clause 30 Insertion of new ch4, pt1 div 2 hdg.

Division 2 – Locks and keys

It would be the provider/lessor's responsibility to have a spare set of keys for every room in the building. Therefore the provider/lessor would not need the occupier or the tenant/s permission to have a spare set of keys.

Clause 31 Insertion of new ch4, pt1, div dm, hdg

Division 3 – Resident's obligations

This section is not included on page 29 of the Act.

Clause 32 – Insertion of new ch4, pt1 div4, hdg and sdiv 1\ Before section 254

Insert

Division 4 – fixtures and structural changes

.Subdivision 1 – Fixture and structural changes generally

253A Application of subdivision

(1)????? Already dealt with

(2) ??????Already dealt with

Clause 33 Insertion of new ch4, pt1 div4 sdiv 2

Subdivision 23 Fixtures and structural changes for safety security and accessibility

256AA

Attaching fixtures or making structural changes for safety, security or accessibility. Attaching fixtures or making structural changes for safety, security or accessibility

**THIS HAS PREVIOUSLY BEEN DEALT WITH IN SECTION IN CLAUSE 27 SUBDIVISION 1
FIXTURES AND STRCUTURAL CHANGES GENERALLY**

Same conditions apply as indicated in Clause 27

Clause 34 – Amendment of s 259 (Entry after giving notice)

(f) agreed

Clause 35 Amendment of s 277 (ending of residential tenancy agreements)

Section 277 – insert –Agreed

Clause 36 -Insertion of new S292 – agreed

Clause 37 –Insertion of new 307E

Reference is made to 307D (b) (c) (2) It should be taken into consideration that the repair order may not be carried out to the premises or inclusions by a stated day. In this case consideration should be taken into account due to lack of qualified workman to carried out the expected repairs.. If this is the case then (2) should be re-considered.

307E –Agreed

Clause 38 – Amendment of a 3081 (Confidentiality)Agreed

Clause 39 Amendment of s 326 (Notice to leave)

Section 326 –

(1) Agreed

(2) agreed

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Clause 40 Amendment of 327 (Notice of intention to leave

Section 337 (2A) agreed

(a)agreed

(b) Agreed

Clause 41 – Agreed

Clause 42 – Agreed

Clause 43 –Agreed

Clause 44 –393-3 (c)This would incur a cost to the provider so the property left would need to be valued to ascertain whether the cost of advertising is necessary. The value of the goods should be considered .

393 (4) #93 (3A to (7) agree

Clause 45 – 519 Code of conduct-Agreed

Clause 46

Section 527 Amendment of 527A Definitions Replacement lessor – agreed –second occurrence – omit – Can't find any reference to “second occurrence in Chapter 527A

Clause 47 –

Chapter 14 – Part 8 – TRANSITIONAL PROVISIONS FOR RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION AND OTHER LEGISLATION AMENDMENT ACT 2024

Division 1 Preliminary

577 Definitions for part.

Division 2 – Provision commencing on assent.

578 (1) Agreed

(2) Agreed

579 _ Rent increases before the commencement relevant to working out 12 month period s 93

Reference is made to 578 (1) states for a residential tenancy agreement commenced prior to 61(2) it is not required to include the day the rent was last increased for the residential premises Yet 579 – states rent increases for working out the rent increase included a reference to an increase that happened before the commencement.

580 states the relevant working out 12 month period WHY?

581 Agreed

Clause 48 – Agreed

Clause 49-Agreed

Division 34 – Amendments commencing by proclamation

Clause 50 insertion of ss 57B- Agreed

57c Request for information for application

(1) (a) (b) (i) (ii) (iii) Agreed

(2) (a) (b) (c)(d) As the investor of the property has in most cases a great amount of money invested in the rental property I believe that they have the right to know the prospective tenant's past rental history.

(c) as it is their personal details I believe that it is the tenant's right to privacy,

57D Verification of identity for application

(1)(2) Agreed

(2)Agreed

Clause 51 – Insertion of new 76C -76E

Agreed

76D Request for information for application

(a) agreed

(b)agreed

2. As stated in 57c 2(a)(b)(c)(d) with the exception of (c) The lessors rights to ensure that the prospective tenant is suitable

76E Verification of identity for application -Agreed

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Clause 52 – Replacement of s83 and 84 Must be in agreement and signed by all parties

(1) Agreed

(2) Agreed

(3) Agreed

Clause 84B Tenant must be advised about association costs and benefits.

Clause 53 – Replacement of ss98 and 99

F1

Clause 98- agreed

Clause 99 – Agree

Clause 99A-Agreed

Clause 99B –Agreed

Clause 54 – Insertion of new s 136AA-Agreed

Clause 55 - Amendment of s146 (payments above maximum amount)

(3) and (4) disagree

Clause 56 Agree

Clause 57 –Agreed(6A) agreed (6B) Agreed (6C) disagree – could be a good reason for not receiving the document – holidays or not at the property at that time

Clause 58-Agreed

Clause 59 –Agreed

Clause 60-Agreed

Clauses 61 disagree – what does reasonable mean in government terms.?

Clause 62 Amendment of s 193 (Notice of entry) Agreed

Clause 63 (1) Agreed

(2) Disagree – circumstances may require entry.

(3)Agree

Clause 64 – Replacement of ss 207- 208 -209

Disagree -

Attaching a fixture or making a structural change to the premises If necessary body corporate approval could also require council approval as well as the owner of the property.

It would be necessary to advise what type of fixture is required and where is the fixture to be fitted. The tenant would be responsible for the cost of the fixture and the removal and damage at the time of removal. Structural change is another situation. A structural change would require council approval and would need to be fitted by a registered qualified person.

At the end of the tenancy the tenant should be held responsible for the removal of the fixture and also the cost to re-instate the property to its original condition.

208(6) It is not up to the tribunal to make the decision on the fitting of fixtures or making structural changes to the property – The tribunal is not qualified in this regard.

209(d) if the removal of the fixture by the tenant is not allowed – that the lessor is obliged to compensate the tenant for any improvement the fixture makes to the premises.-disagree.

209A (3) agree

Clause 65 -Subdivision 3 209C– Tribunal orders about fixtures and structural changes The tribunal would not have the authority to make an order about structural change to the premises – This would be the local council and the building authority to make the decision – outside of the tribunal's authority. The fixture of the proposed fitting would be at the owner's discretion or the body corporate.

Clause 66 –

This section should not be removed.

Amendment of s211 (6) (changing locks) The owner of a unit in a complex and a tenant has the right to a security key to enter the building complex and the owner also the right to have a key to the unit which they own and the tenant to the unit which they rent.

Clause 67 Replacement of 254 and 256

I believe that this has already been dealt with in Clause 64 –ss207-208-209

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255 as above –Clause 64 – 207-208-209

255A Agreement about fixtures and structural changes as at refer to 207-208-209 (d)\Again it is up to the owner of the property to agree to the fixture or the attachment and the responsibility of the occupier to repair the damage caused by the fixture when removed

256 disapproved as previously stated.

Clause 68 Insertion of new ch4, pt1, div4 div 3 disagree – as previous, the tribunal has not the knowledge to make a decision on a structural change., The fixture of a fitting is the owners decision

on what the fitting is and where the fitting is to be attached and what damage the removal would cause I believe that it is up to owner of the unit being rented to make that decision not the government.

Clause 69 Amendment of s259(2) (Entry after giving notice)

(2) (a) already stated 24 hrs before entry

(b) otherwise at least 48 hrs before entry

259(4) 48 hr-again

Clause 70 Insertion of new 259a Agreed

Clause 71 confusing?????

Clause 72 Amendment of s 357A (Reletting costs)

(1) agreed

(2) Agreed

(3) Agreed –reletting costs – if abandonment not likely to leave a forwarding address – so reletting costs unlikely.

Clause 357A unlikely

Clause 73 – Amendment of s 396A (Reletting Costs

Section 396

(1) agreed

(2) agreed

(3) agreed

(4) agreed

(6) agreed

Clause 74 – Amendment of s 415 (Meaning of urgent application

This could require police attention.

Clause 74 Amendment of s 415 (Meaning of urgent application)

Agree

Clause 75

Amendment if s 29 (Orders about breach of agreements

(3) this could depend on what condition and the state the property has been left. If damage has been caused by the tenant then surely the owner has the right to claim for damages.

Clause 76 Replacement of s 421)Matters to which tribunal must have regard or orders for compensation)

Agree –

Clause 77- Agreed

Clause 78 –

Replacement of ch9, hdg (tenancy databases

Replacement of ch9 hdg(Tenancy database Chapter 9(Information about tenants

Part 1 Preliminary

Agree –

Clause 79Amendment of s457 (Definitions for ch9)

Clause 79(1)

Section 457, heading – omit insert-

457 - Definition for chapter.9 Tenancy databases

457 – Definitions for ch9 – database operator means an entity that operates a tenancy database –

Agree(3)

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Section 3 457 definition personal information omit- insert

Personal information

(a) (1) (2) disagree

(b) disagree

Clause 80 Insertion of new ch9m pt2and ch0 pt 3 hdg

After section 457(B)

Part 2 – Protection of personal information

457C Definition for part of this part – applicant means-

(a) agree

(b) agree

F1

457D Requirement about collecting personal information

(1) agree

(2) (a) agree

(b) can't see the purpose of this section. - "relates to the MANAGEMENT of the premises" ?

(3) For subsection (2)(b) - can't see the relevance of this question.

457E -(a) agreed

(b) agree

(c) agreed - the first section of (c) - but cannot see the reason destroyed in a secure way within 3 months after a residential tenancy agreement or a rooming accommodation agreement for the tenancy or accommodation for which the applicant applied COMMENCES. One would have thought it would be necessary to keep the information until the end of the tenancy.

Agreed

(2)(a) agreed

(b) agreed

(c) agreed

Part 3 - Tenancy databases

457F Definitions for part In his part -

Clause 81 Amendment of s458 (Non-application to internal databases)

Agreed

Clause 82 - Amendment of s 458B (Notice of listing if database used (agreed))

Clause 83 Amendment of s 463 (Offence of contravening tribunal) Remove "chapter" insert "part" agree.

Clause 84 - Amendment of s527 (2)(Confidentiality)

(a) agree

(b) agree

(c) agree

(d) agree

(e) agree

(f) agree

(g) agree

(h) agree

(3) confidential information

(a) (i) (ii) agree

(b) (i) agree

(ii) agree

Clause 85 Insertion of new ch14 pt8, div 3

Division 3 - Provisions commencing by proclamation

583 Existing applications for residential tenancies for rooming accommodation

(1) agree

(2) agree

584 (1) Agreed

(2) Agreed

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585 - (1) (a) agreed

(2) (b) agreed

586 Existing residential tenancy agreements including term about paying reletting costs (1) (a) agreed

(b) agreed

587 - (a) agreed

(b) agreed

(2) agreed

588 Transitional regulation making power

(1)(a) agreed

(b) agreed

(2) agreed
(3) agreed
(4) agree
Clause 86 Amendment of sch 1 (Notice periods) agreed

Clause 87 (1) agreed

(2) agreed

Reletting costs(a) agree

(b) agree

(3) agreed

Part 3– Other legislation

DUE TO TIME FRAME WILL NOT MAKE COMMENT ON AMENDMENTS OF BODY CORPORATE COMMUNITY MANAGEMENT ACT 1997

Part 17 – Transitional provisions for Residential and Tenancies and Rooming Accommodation and other Legislation Amendment Act 2024

457 – no comment'

458 Facilitator's functions under existing termination plan- no comment

459 Proceedings for particular court orders - no comment'

Clause 95 Amendment of sch 6 (Dictionary) – no comment

Division 2 Amendment of Fair trading inspectors Act 2014 – no comment

Clause 96 Act amended – no comment

Clause 97 Amendment of s6 (Modifying operation of Act for Property Occupation Act 2014 -no comment

Clause 98 – Amendment of Local Government Act 2009 – no comment\

Clause 99 Amendment of s 208 (Superannuation board) LGIA super Trustee – no comment

Clause 100 Replacement of s 220A Amount of yearly contributions – permanent employees – no comment

Clause 101 Amendment of s220B 9 Reduction in contributions to prevent them exceeding concessional contributions cap) – no comment

Clause 102 Omission of s 221 9 Exemption from payment of yearly contributions on grounds of financial hardship) – no comment

Clause 103 Insertion of new ch9 pot 19

Part 19 Transitional provisions for Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Act 2024-355 Definitions for part – 216A

This entire section should be removed.- If a lessor has rented out the property he would be aware of his nominated repairer and it not be necessary to advise the tenant of the nominated repairer . The tenant would also be aware of the lessor's telephone number and contact details,

357 Existing membership and entitlements –no comment

358 Existing financial hardship exemptions – no comments

359 Particular employees of the Brisbane city council – no comments

Division 4 – Amendment of Property Occupations Act 2024

Clause 104 –no comment

Clause 105 Amendment of s 28 (limited property agent license)- no comment

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Clause 106 Amendment of s 45 (Eligibility for property agent licence'- no comment

Clause 107 Amendment of s 46 (Eligibility for resident letting agent- no comment

Clause 108 Amendment of s 58 (Application for renewal) – no comment'

Clause 109 Amendment of s 59 (chief executive may renew or refuse to renew licence)- no comment

Clause 110 Amendment of s 61 (Application for restoration) – no comment'

Clause 111 Amendment f s63 (Chief executive may restore or refuse to restore licence)

Clause 112 92A Insertion of new pt3 div 1A – no comment

92B Licensees to complete CPD requirements – no comment

92C – Record of completed CPD requirements – no comment.

Clause 113 – Amendment of s 127 (Eligibility for registration as real estate salesperson – no comment

Clause 114 Amendment of a 130 (Application for renewal)'- no comment

F1

Clause 115 – Amendment of s 131 (Chief executive may renew or refuse to renew registration certificate – no comment.

Clause Amendment of 116 Amendment of s 133 (Application of or restoration – no comment

Clause 117 – amendment of s 135 –Chief executive may restore or refuse to restore registration certificate – no comment

Clause 118 Continuing professional development –no comments’151A Definitions for division – no comment

151 B Real estate salespersons to complete CPD requirements – no comment.

151c – record of completed CPD requirements – no comment

151D Chief executive to approve and publish CPD requirements - no comment.

151E Chief executive may approve adjusted CPD year – no comments.

Clause 119 Insertion of new ss 229B and 229C – no comment.

220 Exchange of information – no comment

Clause 120 Amendment of pt14, hdg (Transitional provision – no comment

Clause 121 Insertion of new pt15 Transitional provisions for property occupations and other legislation Amendments Act 2024- no comments

274 Application of s 151Bto real estate salespersons holding existing registration certificates – no comments.

Clause 122 – Amendment of sc 2 (Dictionary – no comments

Division other amendments – no comment

Schedule – other amendments Part 1 Amendments commencing on assent\Residential Tenancies and Rooming Accommodation Regulation

Section 29

(1) agree

(2) agreed

(3)(a) agreed

(b) agreed

(c)disagree –why should a “person” have to publish a notice in an online newspaper to advise the owner of the forth coming auction. Perhaps the owner of the goods owes money and does not want to be found.

(4) agree

Amendments commencing on 1 July 2024

Local Government Act 2009 – no comment

Local Government Regulation 2012- no comment

Superannuation (Public Employees Portability Regulation 2019 – no comment

H. Roslyn Wallace

Secretary POAQ