

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

Submission No: 84
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Publication:
Attachments:
Submitter Comments:

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To: [Housing, Big Build and Manufacturing Committee](#)
Subject: Tenancy Law Reform Submission
Date: Wednesday, 10 April 2024 9:50:57 AM

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We are in favour of reforms to help protect both tenants, and lessors. With any reform to this bill, there must be no disadvantage to either party as a result, seen or implied. With this said, I have made comments below following the point form changes as listed and sent to me.

- better rent protections – banning all forms of rent bidding and limiting rent increases to 12-months, attached to the property instead of the tenancy

This framework appears to be sound. Neither party should be disadvantaged with any changes that are to be made.

- making it easier for renters to modify and personalise their home

We support a process which gives the lessor a right to approve or refuse a tenant's request for fixtures to be attached or structural changes to be made to a property. A set time limit may create issues with not being able to get trades people involved inside the 28 days limit. This time limit should be reviewed to become longer when necessary.

- 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.

Yes we would support a portable bond scheme being introduced in Queensland. However, ONLY when there has been consent by all parties should this transfer be approved. Transfer of bond cannot be allowed before the lessor has had the opportunity to make a claim on the bond where it is deemed necessary, for example when there has been property

damage done by the tenant. If there has been damage to a property done by the tenant, which exceeds the value of 4 weeks rent, then this money should be able to be claimed by the lessor.

We support the maximum bond limit being made at 4 weeks rent for all residential tenancies, to commence a rental period paid by the tenant.

Only 14 days to be able to provide evidence of a bond claim may prove problematic. Having only 14 days to be able to get the relevant tradesperson in to quote repairs, for example, is extremely limiting. The bond would need to be held, and not released for transfer, until a full report had been carried out on the property to know whether any bond was needed to be withheld to cover costs, and both party's agreed to the release/withholding of the bond monies.

If bond was released before this information was available to determine if bond needed to be withheld, then it would make it very difficult to retrieve any compensation from the tenant who was liable to damages for example.

We cannot see any issues with being prohibited from accepting rent above the listing price.

If major renovations are undertaken on a property, then this may justify a rent increase which may impact on a lessor causing undue hardship, by forcing the rent to be under market value of the property due to limitations on rent increases. This may impact the lessor also in regards to the requirement to give the new tenant evidence of the last rent increase.

- 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

The capping of break lease reletting costs is NOT a good thing for the lessor. The current re-letting costs set out are fair and should NOT be changed.

4 weeks should in most circumstances be ample time to provide a tenant with a bill/account for a service provider they as a tenant have to pay.

- 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

We have no issues or concerns with the entry notice increasing to 48 hours.

There may be issues arise if there are limits of 2 times entry per 7 day period after a Notice to Leave or Intention to Leave is issued under certain circumstances. A property inspection should be carried out by the lessor or the manager of the property at this time, to determine if maintenance is required which the tenant is responsible for payment for the maintenance/repairs. Access may be required more frequently at this time under these circumstances.

The information that is requested should be relevant to an application for lease, while not being excessively invasive to the prospective tenant. However, there is some information which should be requested in order to protect the interests of the lessor and their property, which the manager of the property should definitely be allowed to request.

- the name and contact details of the prospective tenant;
- details of any previous residential tenancy agreements or rooming accommodation agreements the prospective tenant has been a party to;
- the prospective tenant's current employment;
- details about the prospective tenant's income;
- referees for the prospective tenant;
- the intended term of the tenancy; and
- any other information prescribed by regulation
- documents verifying the identity of the prospective tenant;
- documents about the prospective tenant's financial ability to pay rent; and
- documents about the suitability of the prospective tenant for the residential tenancy

The following is what this bill is trying to bring into place;

A lessor or property manager must not request information about a prospective tenant in relation to the prospective tenant's history in relation to rental bonds, including any claim on a rental bond.

We disagree with this being passed. This will make the process of selecting a tenant next to impossible in regards to protecting the lessor and the property. This will do untold damage to the system, and will force rent increases into place to cover any problem tenants being put into the lessor's property due to no thorough checking being allowed prior to accepting a tenants application to rent the property.

Thank you

Nick Page

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