

Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

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Committee Secretary
Housing, Big Build & Manufacturing Committee
Parliament House
George Street
BRISBANE Q 4001

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

Dear Sir/Madam

Clause 15 Amendment of s93 (2A) – Rent increase applies to premises NOT tenancy.

This is a very shortsighted & ill-conceived proposal.

This eliminates the ability of an owner to provide reward to long standing tenants with lower rent increases over time as the owner would be penalised if the existing tenant had to break their lease due to:

1. Death
2. Was forced to relocate to a nursing home
3. The owner took the opportunity to renovate while vacant

and be forced to either re-rent to a party who may only stay while the rent was at the low figure or make the decision to keep the property vacant until the lease period had expired.

The solution would be to charge market rent at every renewal which for many of my properties would mean tenants having to pay up to \$40.00 pw or so extra.

I'm sure it would not help re-elect any Government that has caused rents to increase because of this proposal.

I have tenants in my own units and houses that have currently been there for up to 25 years – the record was 32 years. Obviously for people to stay that length of time means they are happy with the situation as it currently stands. With Government continually meddling in rental matters it gets to a stage where the tipping point is reached.

Just out of interest I was having a conversation with a retired fellow the other day who has a duplex and \$280,000 in cash in a SMSF. He has over the last 7 months conducted an experiment regarding the returns between the property returns and the share market returns.

The **net** return on his duplex probably with a market value of approx. **\$560,000** will be **\$28,362** for the full 12 months or **5%**.

His return on the share market buying/selling bank shares with **\$280,000** has been **\$43,000** to the end of March or **15.35%**.

He said he doesn't really apply himself to the share trading but it certainly gives you cause for thought. If he offloaded the duplex his return, if he had put the entire amount into share trading, would have been **\$129,000 compared to \$71,362** and not have maintenance issues etc to deal with.

Regards

Russell Caton

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Dear Sir/Madam

Clause 57 s166 6(A) Water

This proposal does not take into account non-strata titled complexes which are individually metered to the individual unit but are not read by the Council.

The Council on non-strata units only reads the meter at the street and not each unit's individual meter.

It also does not take into account:

1. that in any case meter reading dates from the Council do not coincide with lease commencement dates
2. Council readings are in many cases up to 6 months in arrears at the date of issue – and the readings don't apply to the current tenant
3. Owners/Agents read the individual meters and provide the current and previous reading in the account sent to each tenant with the total for the block having no correlation to an individual unit

Regards

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Dear Sir/Madam

Objection to changes to the building

The details provided here aren't that enlightening but if changes are made:

1. is it proposed that the tenant then bring the property back to the original state unless agreed that it remains as altered ?
2. Is it proposed that if paint colour can be changed and if so at the conclusion of the lease if originally professionally painted then that should be the standard at the end ?
3. Is the Government going to indemnify property owners for these changes if the bond is inadequate ?

Regards

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Dear Sir/Madam

Objection to Application Process Changes

As a guide/general rule – if the tenant hasn't provided suitable verifiable details they will not be successful with their application.

Any attempt to restrict details required or permissible will result in more people falling onto public housing wait lists.

When you think of that occurring it then draws attention to the poor standards that are an undeniable fact of many of the Department of Housing dwellings either:

1. Because it is the "tenant's responsibility" so the neighbouring properties have to put up with poorly maintained yards
2. The Department does not have the staff to police property presentation or
3. No one cares.

Regards

Russell Caton

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