

## Residential Tenancies and Rooming Accommodation and Other Legislation Amendment Bill 2024

**Submission No:** 96  
**Submitted by:** [REDACTED]  
**Publication:** Making the submission public but withholding your name  
**Attachments:**  
**Submitter Comments:**

**From:** [REDACTED]  
**To:** [Housing, Big Build and Manufacturing Committee](#)  
**Subject:** Stage 2 Rental Law Reforms 2024  
**Date:** Tuesday, 9 April 2024 8:47:11 PM

---

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

Please find our submission.

Background.

We have no super, all our retirement is in investment property; our loans will expire when we are 84 years old.

We hold two properties in QLD, Townsville and Gladstone, both properties are suitable and rented to low/middle income tenants including social security tenants in Townsville. The rents in both locations are less than \$400 p/w.

The properties were purchased for family reasons and converted to IP as our situation changed.

We already are considering selling those properties based on a recent decision against us in Queensland.

For example, our tenant in Townsville failed to pay rent twice in the last three months but the Qcat decided in favour of the tenant. We paid for our representation at the court given we reside interstate.

Without income we are unable to justify providing economical rents, the house will go back to the home owner market and the tenant will be on the street in a shrinking market.

Modifications – Accessibility, Safety & Security

SECTION 209B – COMMENCING UPON ASSENT

I believe the Framework jointly developed by the REIQ and QDN should be adopted as the Framework to be regulated under s209B.

Alterations to fixtures and structural changes

SECTION 207 TO 209 - TO COMMENCE UPON PROCLAMATION

I do not support the new process for a lessor to approve or refuse a tenant's request for fixtures to be attached or structural changes to be made to a property.

The problems that will arise if the proposed statutory time limit of 28 days is imposed include:

Local development rules and applications that can take months, the tenant may place us in a position where our property declines in value or is in contravention of local planning.

The tenant may render our property less favourable and we will need to get quotes from scarce tradespersons to make good within 28 days and at our cost, quotes are no longer free. We will need facts before we can go to court to argue against a change.

Inability to obtain tradesman to make good when the tenant vacates, if a change is imposed that does not make the property suitable or attractive for a new tenant, we will need to take the property off market losing our deductions and income while still paying mortgage, rates, insurance.

Portable Bond Scheme

SECTION 155A – TO COMMENCE ON ASSENT

If this was included, we will lose the protection of the bond, the money is held in trust to ensure that a property is returned in good order. We have been landlords for 24 years and it is rare to see a no cost handover. This clause is a farce and should be dropped.

Bonds

MAXIMUM BOND LIMIT – S146 COMMENCES ON PROCLAMATION

A 4-week bond has proved to be adequate for our properties, but we can see a situation where a high value property (furnished for example) may rent for an amount that does not equal the potential for destruction.

14 days for evidence of claim is just not realistic. In our experience there is nowhere in Australia that it is possible to get a supply and install quote reliably in that time frame. Equally this clause assumes that landlords have the wherewithal to stop working for a living to chase the quotes.

Mums and Dads investment property relies on our days jobs to make it work.

#### Rent

##### SECTION 57(2A), 87(1), 101(1) – TO COMMENCE UPON ASSENT

This is a farce. We do not provide rental properties in a vacuum, our costs for insurance and rates have increased significantly over the last few years and will continue to increase until government steps in to regulate insurance costs, the cost of materials, tradesmen have rocketed with inflation and Covid.

If the enquiry accepts that investment properties are held by borrowing money the recent interest rises would clearly point to market forces being a significant overhead. The requirement to expose our financial information to (potential?) tenants is ludicrous, what other investor would permit such an outcome. The concept of explaining to Qcat why we need to charge market rent for our property is also farcical. Our Qcat judges now to be trained in financial analysis and planning to ensure a “fair go” for tenant and landlord.

#### Fees & Charges

##### TO COMMENCE ON PROCLAMATION

There is no justification in capping reletting fees, the process costs what it costs, it would be a poor money manager who agreed to loose money because of someone else's actions.

#### Entry & Privacy

On a notice to leave there is a duty of the owner or representative to ensure no further damage occurs (should that be the case)