Tenants Queensland

Submission to the

Community Services and Support Committee

on the

Housing Legislation Amendment Bill 2021

and the

Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021

July 2021

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1 About Tenants Queensland

Tenants Queensland (TQ) is a statewide community and legal service providing free tenant advisory services for residential tenants. TQ aims to protect and improve the rights of all people who rent their home in Queensland. This includes renters in private rental accommodation or social housing and renters in more marginal tenures such as caravan parks and boarding houses.

TQ is the manager and lead provider of the Queensland Statewide Tenant Advice and Referral Service (QSTARS) program initiated by the Queensland Government in 2015. QSTARS provides quality, free, independent advisory services to tenants across Queensland. Through QSTARS and our Community Legal Centre's Program work, TQ assists renters to understand and exercise their legislative rights and responsibilities, and ultimately to manage and sustain their tenancies.

TQ operates a range of other projects. Our Domestic and Family Violence Sector Capacity Building Project supports DFV workers when working with clients with renting issues. Our Financial Counselling Project recently commenced to provide additional support for renters, particularly those whose financial situation was impacted by COVID -19.

Since forming in 1986 around the need for the centralised collection of tenant bonds, TQ has been at the forefront of all the State's progressive tenancy law reforms.

TQ operates a statewide network of tenant advisory services and speaks to tens of thousands of renting households every year. Our policy positions are developed by drawing on the knowledge and understanding of the situation for renting households, as well as other research and policy development.

TQ welcomes the opportunity to further contribute and comment on proposed changes to Queensland's tenancy laws.

2 Overall Comments

2.1 Acknowledgements

TQ welcomes and thanks the Community Services and Support Committee (the Committee) for the opportunity to comment on the Housing Legislation Amendments Bill 2021 and the Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021.

We congratulate the Queensland government for taking on this important issue and its contribution to date, in improving rental laws in our state. We hope that once finalised, the improvements will align more closely with the recommendations in the Regulatory Impact Statement (issued prior to COVID-19 in November 2019) as we consider these provide greater opportunity to achieve much needed stability and certainty for Queensland's renting households.

We also thank the Queensland Greens for their focus and work on these issues.

2.2 Our submission

Assumptions and Limitations

TQ has done its best to deliver a comprehensive submission to the Committee on both the *Housing Legislation Amendment Bil*l (the Bill) and the *Residential Tenancies and Rooming Accommodation (Tenants' Rights) and Other Legislation Amendment Bill 2021* (the Greens Bill). However, the extremely limited time for submissions has impacted on our ability, particularly to add research, case studies and to ensure that all issues are covered. In regard to the Greens Bill,

we have added comments where time has allowed, but been unable to provide a comprehensive response.

At the public briefing on the Bill (on July 12), note was made by government representatives in the opening address of a 'decision RIS' as well as a 'Deloitte Report'. To the best of our knowledge these have not been identified to the sector beforehand.

On the afternoon of July 12, post public briefing, two additional documents have been made available on the Committee website. These are noted in the attached letter as 'a written brief prepared by the Department of Communities, Housing and Digital Economy' . TQ is not in the position to consider any of these reports in this submission to the committee. References in this submission are to the 2019 Consultation RIS.

Due to short timelines for submission, please take note of the following. In regard to TQ commentary on general tenancies, where the same provisions (effectively) apply to moveable dwellings and or rooming accommodation, our comments also apply to those proposals even if not specifically noted.

We apologise for any layout or typographical errors which may occur due to limited time to edit our submission.

3 General Comments

TQ welcomes many positive changes proposed in the BIll and note they have the potential to achieve the desired outcomes. In particular, proposals to introduce minimum standards, more readily allow pets and protections for people experiencing domestic and family violence are welcomed. Unfortunately, the full benefit of any changes will not be attained unless tenants can live with certainty in their homes, protected from arbitrary, unreasonable and unfair ending of their tenancies. Without this protection, other rights remain difficult to achieve, for fear by renters of eviction 'at the end of a fixed term', or without grounds.

This opportunity for real change should not be lost, this is a once in decades opportunity. If passed, the proposals will require significant resourcing to update information, train and educate workers and our community more generally. Now is the time to provide Queensland renting households greater stability in their rented homes. The changes in the Bill need to go further to achieve that.

The explanatory notes in part state that the objects of the Bill will do this by:

"The Bill aims to achieve its policy objectives by amending the:

- *Residential Tenancies and Rooming Accommodation Act 2008, Residential Tenancies and Rooming Accommodation Regulation 2009 and Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020, to:*
    - *support tenants and residents to enforce their existing rights by removing the ability for lessors and providers to end tenancies without grounds*[1]

This will not be achieved because it does not, in effect, remove without ground notices to leave.

The removal of no ground evictions is core to improving the situation for renters and addressing the power differential. Without this, other positive change - and the ability to stand up for your

[1] EN

rights as a Queenslander who rents your home - are undermined by the continuing fear of eviction without fair reason.

We strongly urge the Qld Government to remove all no cause termination grounds, including 'end of a fixed term'.

4 Bill Provisions

4.1 Ending Tenancies Fairly

TQ welcomes the government's stated intention of ensuring that

> "*Lessors will be prevented from terminating a tenancy without grounds and required to rely on an expanded suite of specific stated grounds in the legislation to end the tenancy. This change will provide greater transparency and accountability about lessor-initiated tenancy terminations and support tenants to enforce their rights without fear of retaliatory action. Tenants will continue to be able to end a tenancy without grounds if the required notice period (two weeks) is observed.*."[2]

The amendments have introduced changes to termination grounds by lessors and they will have an expanded suite of approved reasons for a lessor to terminate. These have been developed through extensive consultation and cover all reasonable and fair issues that would lead to the lessor needing to acquire vacant possession of the property. In light of this, there is no justifiable need to continue with any form of termination without fair grounds. It is of utmost importance that tenancy law reflects the essential nature of the provision of housing and termination of a tenancy only occur where there are fair reasons.

4.1.1 No cause evictions

TQ strongly supports the stated aim of removal of without ground notices, however, this is not achieved because under clause 59, **s 291** has not been removed, it has merely been reworded from "*without ground*" to "*end of fixed term agreement*". The end of a fixed term is too generic and broad to provide any protection for tenants. 'End of a fixed term' is without reason and maintains the impact and effect of a without grounds termination, as well as the status quo.

The removal of evictions with no grounds is core to improving the situation for renters and addressing the power differential. Without this, other positive change - and the ability to assert rights as a Queenslander who rents their home - is undermined by the continuing fear of eviction without fair reason.

4.1.2 [3]End of Fixed Term

We oppose the inclusion of this as a reason.

Its inclusion in the new laws was clearly considered in the Consultation RIS [4] and not recommended. This is TQ's core concern with the Bill. 'End of a Fixed Term' is merely a new mechanism for no-cause termination albeit only applicable during a fixed term agreement. Its

[2] ES p 8

[3] p 59 A better renting future — Safety, security and certainty, Consultation Regulatory Impact Statement Review of the Residential Tenancies and Rooming Accommodation Act 2008 Stage 1 Reforms November 2019

[4] p7 ibid

inclusion will result in even fewer people having any option but to sign back to back fixed term agreements.

Currently most Queensland renters are required by their agent to remain on fixed term agreements, regardless of both the length of occupation in the premises and whether they can stay for the full term. The RIS itself suggests that 74% of renters are on fixed term agreement. Tenants are provided little flexibility by agents and commonly required to sign up a fixed term to end in January or July, to maximise the agent's pool of future applicants should the tenancy end. This practice has emerged over the last 15 years and is more common in Queensland than NSW or Victoria where a fixed term is more likely to 'rollover'' to periodic after the first time. If 'end of a fixed term' is included, even higher numbers of renting households will be required to continuously sign back to back fixed term contracts, in order for agents to retain the ability to evict with no reason.

TQ predicts the practice of issuing the offer of a new fixed term agreement at the same time as a *Notice to Leave End of a Fixed Term* will become common practice if the Bill is passed as tabled. This is very poor practice and puts renters in a 'take it or leave it' situation, whether that is about the cost of rent, the term of the agreement or other clauses of the tenancy.

The 2019 RIS itself identified this:

> *Anecdotal evidence gathered by the RTA suggests that it has become industry practice for property managers to issue a notice to leave 'without grounds' more than two months before the end date of fixed term leases, along with an offer of a new lease. Tenants have reported feeling coerced to sign a new lease because of this practice*[5]*.*

Including 'End of a Fixed Term' maintains all of the negative impacts which 'without ground' notices have on tenants. The 2019 RIS considered the issues related to it and found that it would not improve long-term security of tenure for tenants or encourage transparency or accountability in tenancy arrangements, and should not be adopted:

> *Victoria allows the end of a fixed term as an approved reason to end a tenancy at the expiry of the first fixed term agreement only. Allowing only an initial fixed term tenancy to be ended on the grounds of the end of a fixed term could have unintended consequences such as property owners and managers routinely ending initial tenancy agreements as a precaution.*
>
> *It may create incentives for owners to only offer shorter fixed-term tenancy agreements so owners could end tenancy arrangements if their circumstances change unexpectedly. Tenant fears about retaliatory eviction if they enforce their tenancy rights would not be addressed as owners could rely on the expiry of a fixed term to end the tenancy without providing any other reason.*
>
> *Further, it is intended that all genuine reasons for an owner to regain possession of their property at the end of a fixed term agreement would be included as an otherwise recommended, specified ground.*
>
> ***This option is not recommended***[6]***.***

[5] p44 ibid

[6] https://www.chde.qld.gov.au/__data/assets/pdf_file/0020/17615/RegulatoryImpactStatementRentingInQld.pdf

The addition of extra grounds as identified through the consultation process, means end of a fixed term is not needed. To include it in this way, at the last minute, expands the reasons why renters can be evicted and undermines the intent of the legislation.

Its inclusion does not provide security of tenure to tenants, it does not provide **"A better renting future — Safety, security and certainty**" or address the stated aim of the Bill. Tenants will continue to face the uncertainty identified in consultation reports as well as extensive research.

Case Study 1

Justine* is a long-term resident of a regional caravan park – her home consisting of her caravan and annex, along with a garden shed that is installed on her leased site.

In January this year, Justine raised some concerns with the Park Manager about an environmental hazard that she considered could be potentially life threatening.

Subsequently she received a 'notice to leave without grounds'. Justine ended up taking her case to the Queensland Civil and Administrative Tribunal (QCAT) to try to get the eviction notice overturned.

Justine's application with QCAT was successful. However, later the same day that this decision was handed down by QCAT, Justine was served with yet another 'notice to leave without grounds' by the Park Manager and has been given two months to move.

Of course, there is significant physical and financial effort involved in moving, and Justine believes that her notice to leave is retaliatory, in response to her speaking up about a potentially hazardous situation. Unfortunately, the current tenancy laws have provided her with no security or stability.

Shouldn't renters have the right to stay if they want to, without a clear and reasonable reason for being asked to leave? Without this right, renters will continue to be reluctant to speak out, or pursue their other rights.

**The name has been changed to protect our client's privacy*

Case Study 2

Su-Lin* is a working mother of two teenagers, living in suburban Brisbane's bayside, and a survivor of domestic and family violence. She raised her two boys single-handedly for over 10 years.

Su-Lin has rented homes for all of her adult life.

The rental home that Su-Lin has most recently lived in had multiple maintenance issues, and after spending the first few months asking for these issues to be remedied, it became obvious to Su-Lin that the agent and landlord were not going to fix them.

At one point Su-Lin was without power for three days – the real estate agent eventually organised for a faulty bathroom exhaust fan to simply be disconnected, rather than fixed, leaving the bathroom prone to condensation and mould.

Recently Su-Lin issued a breach notice due to a significant water leak on the property. The landlord still expected Su-Lin to pay the water bills in full, for water that was simply 'going down the drain'.

Two months ago, the real estate agent gave Su-Lin a Notice to Leave Without Grounds. No reason was given as to why the family had to move out. Not being able to find a rental property within the two months, Su-Lin's family would have become homeless were it not for the kindness of a

family member who has been able to take in two of the three family members. One son has had to move in with a friend. Having just spent significant time and money moving out of the rental property, Su-Lin is just about to recommence the process of looking for a home where she can live safely with her whole family.

**The name has been changed to protect our client's privacy*

4.1.3 Human rights implications

Recent claims that the 'end of fixed term'[7] provision is necessary because the new law would otherwise breach lessors' property rights, articulated in the Human Rights Act (HRAct) are disappointing, overstate the intention of the HRAct and not in the spirit of fair discourse. Extensive consultation to identify the fair and transparent reasons to terminate a tenancy, resulted in the inclusion of a suite of additional reasons a lessor can terminate a tenancy, in particular when a tenant is not at fault. These reasons protect a lessor's right 'not to be arbitrarily deprived of one's property'[8].

In addition, the property rights of lessors' must be balanced with renters' rights to:

- recognition and equality before the law;[9]
- privacy and reputation (which includes the right not to have one's home unlawfully or arbitrarily interfered with);[10]
- protection of families and children;[11]
- right to a fair hearing (including in determining housing matters)[12]

As noted by the Queensland Human Rights Commission in their 2020 RIS submission -

> *Under the HRA, a human right may only be limited where the limitation is reasonable and can be demonstrably justified in a free and democratic society based on human dignity, equality and freedom. In deciding whether limitations on the rights are reasonable and demonstrably justified, a number of factors must be considered and balanced.*
>
> *The United Nations Human Rights Committee has commented that this obligation includes ensuring individuals are protected not only by the State, but against violations of their rights by private persons. This includes taking appropriate measures or to exercise due diligence to prevent, punish, investigate or redress the harm caused by such acts by private persons or entities.*
>
> *Therefore tenancy laws are necessary to protect both the rights of tenants and lessors. The right to property for lessors is particularly relevant in this context.*[13]

The Commission's report demonstrates careful consideration of the issues, culminating in a recommendation to not adopt the' end of fixed term' termination provision in new legislation.

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[7] Plan to make it harder to kick tenants out a 'breach of human rights'

[8] s 25 *Human Rights Act 2019*, Part 3, Division 1

[9] HRAct s 15.

[10] HRAct s 25

[11] HRAct s 24

[12] HRAct s 31

[13] p3 QHR submission A Better Renting Future – Consultation Regulatory Impact Statement

In response to claims aired in the media in July 2021, the Queensland Human Rights Commission issued a statement rejecting the view that an 'end of fixed term' provision is necessary because the new law would otherwise breach lessors' property rights articulated in the HRAct [14].

Furthermore, in relation to Human Rights arguments, it has been noted by Martin that recent COVID-19 emergency measures stopping no-grounds terminations were managed by lessors and in fact, better reflect the right to housing recognised in international law. He notes:

> *This would bring jurisdictions into line with the requirement, stated by the UN [Committee on Economic, Social and Cultural Rights], that eviction should always be justified. Furthermore, according to the UN CESCR, eviction is 'justified' through external scrutiny of each case, applying the principle that eviction is the last resort*[15]

4.1.4 Consistency with fundamental legislative principles

The impact of the HRAct was considered in the explanatory notes to the Bill. They state:

> *The Bill is generally consistent with fundamental legislative principles. Potential inconsistencies with fundamental legislative principles are addressed below.*
>
> *Tenancy law reforms have potential to infringe several Fundamental Legislative Principles relating to the rights and liberties of individuals, including that legislation should not abrogate statutory or common law rights without sufficient justification and proportion and relevance. Some departures from fundamental legislative principles have occurred to balance the competing interests of individuals or to match individual's rights and obligations with community expectations.*

Arguments about contract law

It has also been claimed that the 'end of a fixed term' provision is required because of contract law. The REIQ was recently quoted, saying they opposed the abolishment of without grounds tenancy terminations because it stripped the owner of a fundamental contractual right[16]. TQ rejects this proposition.

The REIQ proposition appears to be, that removing 'end of a fixed term' or 'no fault' ground for eviction impinges on a lessor's liberty, and the flexibility of their commercial right to accept a better offer or structure an agreement to their wishes with respect to their personal property. TQ does not consider these arguments to be persuasive. In particular, TQ's position is that it is appropriate to impose restrictions around the lessor having an unfettered right to terminate a lease because tenants face higher risks than lessors.

In this regard residential tenancy law differs (and should appropriately differ) from contract law as it deals with households rather than commercial parties. There is a greater need for security and continuation of agreements, as the risks for tenants are higher (tenants have more to lose than lessors). Tenants are at risk of losing their homes, whereas parties in contract law only risk losing goods or services.

Many tenants renting also belong to particularly vulnerable groups who are disproportionately impacted by the financial, social and emotional strain caused by recurrent moves and no grounds evictions (e.g. students, first-time renters, recipients of social security or disability benefits).[17]

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[14] https://www.qhrc.qld.gov.au/__data/assets/pdf_file/0020/33473/2021.07.08-Media-statement-re-proposed-Qld-tenancy-reforms.pdf

[15] https://www.austlii.edu.au/au/journals/UNSWLJ/2021/8.html

[16] https://www.abc.net.au/news/2021-07-07/qld-rental-tenancy-reform-legislation-criticised-by-advocates/100274046

[17] Residential Tenancies Amendment Bill 2020 (ACT), Explanatory Statement, 22

There is a significant power imbalance between lessors and tenants. Removing no fault grounds for eviction - 'without grounds' or 'end of a fixed term' - is a key mechanism to mitigate this power imbalance because its inclusion exacerbates the power imbalance.[18] There is a clear difference between tenants entering into a lease for residential housing and commercial parties entering into a lease for commercial purposes. The purposes and operation of these contracts differ substantially, as do the bargaining positions of prospective parties.

For example, once a tenant moves into a property, they are basically in a monopoly situation with the lessor due to the high cost of 'taking their business elsewhere' (e.g. costs and stresses associated with moving, obtaining a bond clean, recovering a bond and finding suitable alternative accommodation).

The explanatory notes concur with the following:

> ***Freedom of individuals to contract***
> *The Bill includes specific obligations of parties to a tenancy or rooming accommodation agreement, with the obligations fixed by legislation regardless of the terms of the agreement. Fixing the terms of a tenancy or rooming accommodation agreement by legislation may be a departure from the principle that individuals should have freedom to contract and agree between themselves as to the terms of those contracts. The Bill seeks to reflect community expectations in achieving a fair balance between the rights of the parties.*
>
> *The RTRA Act is fundamentally consumer protection legislation and recognises that there is often unequal bargaining power between tenants and lessors, with tenants generally having less power than lessors particularly in competitive markets. The provisions of the Bill seek to strike the right balance between the competing rights of tenants and lessors in the tenancy relationship and ensure that tenants are supported to enforce their rights without fear of retaliatory action.*[19]

It is hardly unusual to restrict a party's right to contract on any terms where there is such a power imbalance. For example, the residential tenancy protections are comparable to the protections for the disadvantaged parties to agreements in the:

- *Sale of Goods Act 1896* (Qld), which provides protections for buyers, such as implied conditions regarding quality or fitness of bought goods;
- *Retail Shop Leases Act 1994* (Qld), which provides protections for retail tenants and imposes additional obligations on landlords, such disclosure obligations on landlords, limitations on rent review and relocations obligations; and
- *Australian Consumer Law* (ACL), which contains a number of protections for consumers from suppliers of goods and services, such as protections against misleading and deceptive conduct[1] or unconscionable conduct and consumer guarantees for the supply of goods and services.

Given that it concerns their place of residence, the need for protection of residential tenants is even greater than in the above situations and it is therefore entirely appropriate that there be legislative restrictions on lessors' having an unfettered right to contract however they want.

4.1.5 Claims that investors will disinvest

There is a long history of push back on tenancy law reforms by industry. See Appendix 1 for arguments around the centralised collection of bonds in the late 1980s.

[18] Nathalie Wharton and Lucy Cradduck, 'A Comparison of Security of Tenure in Queensland and in Western Europe', Monash University Law Review 37(2) (2011) 45.

[19] EN p 14

Contemporary debates for tenancy law reforms to improve conditions for tenants usually result in assertions that lessors leave the market, thus create further stress on an already stressed sector. These claims are not supported by any research. In fact, research commissioned by TQ in 2018 found that:

> *Very little research has focused specifically upon the impacts of tenancy regulation on the performance of private rental markets or, more specifically, on rental property investor behaviour in Australia or elsewhere. Those who have considered this question conclude that neither tightening nor easing of tenancy regulation has any significant impact on investor behaviour or overall patterns of expansion in the PRS.*[20]

It also found that:

> *Broad-based trends together with more detailed analyses of investor behaviour continue to demonstrate that investor engagement with the PRS is essentially financial; and that the relationship between landlord and tenant, from the landlord's perspective, is not geared around housing provision but rather the maintenance (and sustainability) of financial investments"*[21]

It is quite implausible to think that lessors en masse would make decisions to go through the cost and time of divesting themselves of their long term investments based on an element of tenancy law that in all likelihood will have little to no direct impact on that investment.

Individual investors move in and out of the market with relative frequency and for a variety of reasons, however the number of investors continues to rise overall. When determining if the law should be changed, evidence and facts about investors motivations should be considered rather than hyperbole, along with the positive impact of law reform for tenants, their homes and ability to develop community connections.

Lessor and tenant profiles

The following is provided as background considerations to the Bill.

The following is a direct quote. Note, renting household figures are higher than average in Queensland.

"Households in the mainstream PRS [private rental sector] represent a range of household types and incomes. In 2017–18, about one-quarter (26%) were lone persons, while one-third (34%) contained dependent children. Three-quarters (75%) earned their income mainly from employment, and over half (55%) received no income from government payments. With an average disposable household income of just under $85,000 per annum (compared with $94,000 for all households). Just over half of PRS households were in the lowest 40% of households by income. Two thirds of these low-income renters – so, about one-third of all private renters – were paying more than 30% of their household income in rent, the benchmark for 'rental stress'. Almost one-third (30%) did not have $500 in savings that could be accessed in case of emergency.

Private rental housing is mostly owned by other households. In 2015–16 (the most recent analysed data), about 80% of PRS properties were owned by households that each owned four or fewer rental properties, with 38% owned by households with one rental property each. The large majority (84%) of these landlords were working age, with high disposable household incomes: on average, over $135,000 per annum.

[20] p12 https://tenantsqld.org.au/wp-content/uploads/2021/07/00120975-003.pdf , 2018

[21] as cited p7, ibid

In 2017–18, landlord households collected over $45 billion in rent from PRS renter households. They spent almost $24 billion in interest, which combined with other costs resulted in 60% of PRS properties operating at a net loss. However, those loss-making landlords had even higher incomes than landlords generally, and were using negative gearing to speculate on making (lightly taxed) capital gains in excess of the (untaxed) income lost to interest. The prevalence of speculative strategies means both landlords and dwellings frequently exit the sector, making the PRS structurally insecure for tenants[22] .

More about investors.

"This suggests that around 20 per cent of rental properties... are owned not by small-scale private investor house-holds but possibly by, for example, foreign investors, institutional landlords, trusts, businesses or people/households that own more than four rental properties……..over 60% of PRS properties are owned by investor-landlords with two or more properties. A tenant is more likely, therefore, to have a landlord that owns multiple properties rather than the stereotypical, single property".[23]

"More rental properties are owned by multi-property investor-landlords than those with only one property and those who negatively gear are on well above-average incomes both before and after rental losses are taken into account. Importantly, three quarters of individuals with an interest in a rental property have a spouse such that it is often household income rather than individual income. The people who are more likely to make use of negative gearing, and reap the greatest financial benefit from the consequent reduction in taxable income, are well-paid professionals in medicine, law and financial services with higher marginal tax rates. Far from being Everyman, investor-landlords comprise a higher income and higher wealth minority, many of whom have been able to reduce their tax and increase their personal income through making a loss on rental property investment and, most importantly, to build additional net wealth through rental property".[24]

4.1.6 Importance of housing security

Housing security is an element of home that homeowners/purchasers (and therefore lessors) take for granted and so important that it is a human right (as discussed above). Housing connects to broader feelings of security through its "permanency, stability and continuity", "sense of control" and ability to create "a comfortable home environment."[25] It must be at the heart of considerations regarding the implications of introducing end of fixed term grounds (the re-imagining or de-defining of no cause terminations) as well as other elements of residential tenancy law. The effect of housing insecurity on renters is wide-ranging and much more than merely creating a reticence to assert rights for fear of retaliation, although that in itself is very significant and should not be discounted.

There is extensive research on the impact of housing security which has identified how far-reaching housing insecurity can be. Hulse and Reynolds found that:

[22] Martin, Dr Chris, AUSTRALIAN RESIDENTIAL TENANCIES LAW IN THE COVID-19 PANDEMIC: CONSIDERATIONS OF HOUSING AND PROPERTY RIGHTS in https://www.unswlawjournal.unsw.edu.au/wp-content/uploads/2021/04/06-Martin.pdf p199/200

[23] p11, Kath Hulse, Margaret Reynolds & Chris Martin (2019): The Everyman archetype: discursive reframing of private landlords in the financialization of rental housing, Housing Studies, DOI: 10.1080/02673037.2019.1644297

[24] p15 Kath Hulse et al op cit

[25] p 656,Morris A, Hulse K & Pawson H (2017) Long-term private renters: Perceptions of security and insecurity, Journal of Sociology, 53, 3: 653-669.

…….six dimensions of housing insecurity can be identified. These are: mobility, housing instability, lack of privacy (within the dwelling and between the dwelling and the outside), feeling unsafe (inside and outside the dwelling), lack of belonging and lack of physical comfort. As will be shown, a common thread in all of these is a lack of control over one's housing. As described below, these dimensions are not discrete, and several interact in complex ways to contribute to, and reinforce, housing insecurity.[26]

In her research on older women in the private rental market, Power determined that "rental insecurity and the ongoing risk of housing turbulence as a result of rent increases or eviction drove substantial emotional risks. Women described the stress, distress and disappointment of forced relocations.[27] Easthope concluded that *" Even if termination does not actually happen, the fact that it can happen so easily can have an impact, as noted by the Centre on Housing Rights and Evictions "Without security of tenure … forced eviction can become a real and perpetual threat"*[28]

TQ recommends that:

❖ the end of a fixed term termination provision be removed from the Bill because it is unnecessary. Lessor's rights are adequately safeguarded; they have expended fair reasons for terminating tenancies; is not a fair or transparent mechanism and it can be readily misused.

We strongly support the Clause 27 in the Greens Bill. It limits the reasonable grounds to a greater extent than the Bill and does not open up loopholes in the grounds it applies. We support the proposal in that clause which introduces s292A Lessor must not give notice to leave premises without reasonable grounds.

4.1.7 Additional reasonable grounds for termination by lessors

We note that the Bill significantly increases the number of reasons tenants can be evicted and be deprived of their housing through no fault of their own. In our RIS submission, TQ was clear in that we supported the addition of reasonable grounds (as now found in the Bill) on the basis that 'without ground' notices would be withdrawn. This has not occurred, and we consider the proposals as they are will make it easier to evict renters for arbitrary, retaliatory and discriminatory reasons.

With the removal of 'without grounds' and 'end of a fixed term', we support the amendments with some caveats:

- ***the property is to be vacated so that the lessor can prepare the property for sale (s286)(1)(a)***
  Not supported. TQ does not consider this ground necessary because the circumstances are covered by the proposed s290D. Under that section, a tenancy (and rooming agreement) can be ended after the end of a fixed term or during a periodic because the

[26] p 20, Kath Hulse and Lise Saugeres, Housing insecurity and precarious living: an Australian exploration authored by Kath Hulse and Lise Saugeres, AHURI Final Report No. 124, 2008

[27] Power, E.R. 2020 Older women in the private rental sector: unaffordable, substandard and insecure housing. Western Sydney University. https://doi.org/10.26183/5edf0f0d75cf8

[28] *COHRE, 2009 in Pippen, 2009:20, as cited p7* Easthope,H. (2014) 'Making a Rental Property Home', Housing Studies, 29(5) pp. 579-596, https://doi.org/10.1080/02673037.2013.873115

lessor requires vacant position to undertake significant repair or renovations. New grounds to end tenancies should be limited to what is reasonable and required. Opening them up too much will undermine that stability which could be achieved otherwise.

- ***the rental property has been sold and vacant possession is required (s286)1(a)***
  Not supported. TQ does not consider this ground necessary because the circumstances are covered by other additional grounds included in the proposals. Such as, the lessor or their immediate family moving in - a new owner would be able to issue notice if they wish to move in themselves. In purchasing the property, the new lessor should already be fully aware if the property is tenanted and a notice will have to be issued if, for example, they want to move in or change the use of the property.
- ***use for State government program (s290B)***
  Supported if the programs and reasons are defined, and the renter has access to an administrative appeals process. Currently there is no clarity about what programs this includes and what uses it will cover. We propose a minimum of three months' notice be provided to the tenant.
- ***the property is to be vacated so that redevelopment (such as conversion from a house into flats) or demolition of the property can be undertaken (s290C)***
  Supported only with the following inclusion: the proposed action has already received the required approvals (example development application) and work will commence within two months'.
- ***the property is to be vacated to allow significant repair or renovation works to be undertaken*** *(s290D)*
  Supported ONLY if an exclusion time for the lessor to re-renting is included, and depended upon the evidence required. We propose a re-renting exclusion time of two months'
- ***the property is subject to a change of use (s290E)***
  Supported, noting the inclusion that change of use must be for at least six months, as proposed in our submission. This avoids moving people out of their homes for short-term lettings
- ***if entitlement to student accommodation ends (s290F)***
  Supported if the notice period is increased to two months. A shorter time period has the potential to cause significant hardship and even homelessness in the current rental market.
- ***The owner or their immediate family needs to move into the rental property (290G)***
  Supported and we welcome the inclusion of a penalty for letting the premises within six months.
- ***Serious breach (s297B)***
  Not supported. We acknowledge the change of term to "serious' rather than "significant", however our concern remains that this is not a reasonable or fair ground remain as expressed in our submission:

  TQ 's concerns include:

  I. *The extension of tenants' responsibilities to adjoining properties, including the actions of their guests on those properties.*
  II. *The ability to give a Notice to Leave for a 'serious breach' without first giving a Notice to Remedy Breach.*
  III. *The applicability of the Notice to Leave for a 'serious breach' if the lessors has 'a reasonable belief that premises or property has been used for an illegal activity*

whether or not anyone has been convicted or found guilty of an offence in relation to the activity.' This lowers the standard of proof required regarding allegations of illegal use of the property.

IV. TQ is concerned that the current s290A may breach the Human Rights Act 2019 when it commences on January 1, 2020.[29]

It must be stressed that these concerns are shared by the Queensland Human Rights Commission (QHRC), as expressed in their 2020 submission -

> *In the Commission's view, [this] may not be compatible with the HR Act as it unreasonably infringes several rights including privacy, equality, family and the presumption of innocence until proven guilty.*[30]

The serious human rights implications of this provision should be of great concern

- ***Repeated breaches (s299)***
  Not supported. The extension of termination for repeated breaches to provisions a body corporate by-law or park rule is unnecessarily broad and is open to including minor issues. The proposal will result in renters in moveable dwelling parks and body corporate run complexes facing more stringent rules than other renters. For example, a breach of the body corporate rules may include issues such as children leaving their bicycles in undesignated places or using communal areas such as BBQs outside of hours.

Rooming Accommodation

We note and welcome that the Rooming accommodation sections generally mirror the sections summarized above for General tenancies. Please note that our comments on general tenancies also apply to rooming accommodation where the proposal in the Bill is effectively the same.

Immediate and self-eviction

We recommend the removal of immediate and self-evictions in rooming houses (s375 of the Act).

For those in rooming accommodation the concerns for current eviction processes are even greater than general tenancies. Existing provision which allow for the housing provider to immediately evict residents (s370) as well as self-evict residents without due process or a tribunal order (s375) leave these renters in a particularly precarious and insecure housing.

The industry previously argued these provisions are justified to protect other residents. TQ however, draws attention to the range of existing laws that adequately deal with incidents involving residents in rooming accommodation, as they do with other kinds of domestic incidents. For this reason, TQ recommends that the provisions for immediate eviction and self-eviction are removed, and that all disputed evictions take place only when the Tribunal has heard the matter and issued a termination order. To put this into effect, for allegations of serious breaches, a short exclusion time might exist in order for the matter to be heard in the Tribunal. This occurs in Victoria.

TQ recommends that:

❖ grounds relating to sale of property are removed as unnecessary

[29] p3 TQ RIS submission

[30] p12 QHRC, A Better Renting Future – Consultation Regulatory Impact Statement Submission to Department of Housing and Public Works

- ❖ clarification regarding what use for State government program means and that it be restricted to within six months of work commencing
- ❖ the proposal to include a new 'serious breach' notice to leave for private rental market tenants is removed from the Bill
- ❖ the removal from the BIll of applications for repeat breaches of body corporate by-laws and park rules, as these are broad and unnecessary. These could result in ending tenancies for reasons which are not of a serious nature.
- ❖ students whose tenancies are ended are provided two months notice if it ends the agreement early.
- ❖ an exclusion time of two months for renting out a property be included for termination for significant repairs and renovation, and that evidence that the repairs cannot be carried out while the tenancy is on foot be required.
- ❖ ending tenancies for redevelopment or demolition require the proposed action to have received the required approvals beforehand and that work will commence within two months.
- ❖ the ability to immediately evict, and self-evict (without a tribunal order) in rooming houses (s375) be removed.

TQ notes the Greens Bill proposes to remove the power to remove a resident under s375 of the Act. TQ supports this proposal.

4.1.8 Notice Periods

TQ considers that notice periods should be relative to the reason for termination. As a general principle the notice period for termination of tenancies against a tenant's will should be congruent with the urgency (or otherwise) of the related ground for termination. Grounds attached to breaches, for example, should be shorter than grounds where there is 'no fault by the tenant'.

Overall, we support the extension of notice periods where there is no default by the tenant, and suggest that three months' notice more accurately reflect the difficulties people face in trying to find suitable alternative accommodation, preparing financially and moving home.

TQ also advocates that once provided with a no fault termination notice, the tenant should be able to end their agreement and liabilities with two weeks' notice of intention to leave whether the term of the tenancy is fixed or periodic.[31] In the ACT, if a tenant is served a no breach notice in a periodic tenancy, in the last 2 weeks of the movie period that can vacate giving 4 days notice and the tenancy ends on the date they vacate.[32]

It is noted that there is inconsistency in allowing students to only be given one month notice. This is of concern and will cause hardship.

TQ recommends:

- ❖ the notice period relating to student accommodation be extended to at least two months to ensure fairness and consistency

[31] p5 ibid

[32] c97 Standard Residential Tenancies Act 1997 ACT.

- ❖ where a tenant is asked to leave for any reason other than when they are in breach, the tenants should be able to provide a two week notice of intention to leave and end their liabilities, whether a fixed term still on foot or not.
- ❖ that, if included, the notice period for End of a Fixed Term agreement should be extended in order to discourage their use. The notice period should be four months.

4.1.9 Issue of warrant of possession (Clause 72 & 73)

TQ is unclear the meaning or effect of clauses 72 and 73. We note that the 2019 RIS recommended an approved ground to end a tenancy when 'a person is occupying the rental property without consent (such as a squatter). We would prefer to understand these clauses more completely before commenting but voice the following issues.

License to occupy

TQ is concerned the proposals may limit the rights of tenants by:

- removing their ability to provide a license to occupy to another person without consent; and/or
- allowing a person, provided with a license to occupy by the tenant, to be evicted.

Tenants may currently give a license to occupy the premises without the agreement of the lessor or agent. However, they cannot transfer or sublet their interest in the tenancy (or provide a right to occupy) without that consent. This means that a tenant may have a lodger without the lessor/agent's consent, as long as they are not in breach of other conditions of their agreement (e.g. the number of people who reside in the property). The tenant remains in control of and responsible for the premises and the 'rules' of the house.

Many renters offer a room to others under a license to occupy for reasons of affordability.

If in fact these proposals will extinguish the right of a tenant to provide a license to occupy without consent, this section will allow an unapproved infant, born during the tenancy, to be evicted (which seems absurd). TQ has previously advised tenants facing this very dilemma but was able to use the law to argue against the eviction of both the infant and the tenant. We have also seen this applied to the partner of a tenant.

If the proposal is as expressed by us above, it may be in breach of tenants' Right to Privacy and Reputation under the *Human Rights Act 2019*. That right protects the individual against interference with their physical and mental integrity, including appearance, clothing and gender; sexuality and home. This right protects the privacy of people in Queensland from 'unlawful' or 'arbitrary' interference. Arbitrary interference includes when something is lawful, but also unreasonable, unnecessary or disproportionate.[33]

Maximum persons residing (a related issue)

Despite no specific provision within our current tenancy laws, the RTA's standard tenancy agreement includes a question about how many people may reside in the premises. Terms setting a maximum number of persons who may reside at a premises leads to unreasonably restrictions on tenants and limits personal decisions about their household.

[33] https://www.qhrc.qld.gov.au/your-rights/human-rights-law/right-to-privacy-and-reputation

Such terms have caused problems for renters as noted above. They have been used to restrict the number of occupants to a number less than the number of bedrooms, and the addition of a newborn baby or a partner. These terms can also unreasonably impact on renters' housing affordability.

Arguably, the inclusion of such terms intrude on a tenant's right to quiet enjoyment. This is the view taken in the ACT, which has clarified that terms limiting the number of occupants in the property are 'contracting out', and therefore unlawful.

The Bill should exclude the ability to include a term which limits the number of occupants in a tenancy agreement where the tenant has been given a right to occupy.

TQ recommends that:

- ❖ to the extent that proposed changes take away the ability of tenants to offer a license to occupy, or allow an unapproved occupant to be evicted during a tenancy, they be removed from the Bill.
- ❖ the Bill clarifies that terms in tenancy agreements setting a maximum number of people who can reside are unlawful.
- ❖ the RTA removes the question about the number of people allowed to reside from their standard terms tenancy agreement.

4.2 Termination by tenants and residents (Clause 63, 80, 64 and 81)

TQ welcomes and supports many of the amendments that clarify the provisions relating to termination by tenants and residents.

We make the following comments about these sections.

If a renter must end their agreement because of the condition of the premises (ss307A/380A), failure to comply with a repair order (ss307D), misrepresentation (ss312A/381J) or other reasons of breach by the lessor/provider, the Bill should explicitly state they have a right to compensation for any losses they experience as a result.

A notice of intention to leave for the failure to comply with a repair order should only require 7 days' notice rather than 14, as the tenant will already have had to notify the repairs to the lessor or their agent and take the matter to the Tribunal prior to receiving the Repair Order.

In addition, many renters are given notice to leave which ends on the very end date of their fixed term agreement. This often leaves them in the situation where they will either need to pay rent at two properties at the same time or have to 'holdover' past the end date because they have not found somewhere to move to which coincides exactly with the end date of their current property. With increasing numbers of low-income and vulnerable households living in the private rental market, paying two rents is difficult or impossible for many, on top of experiencing moving costs. Providing some flexibility in their moving date would mitigate this issue, and we propose to allow renters to issue their own notice of intention to leave during the notice period given to them by the lessor.

An application about misrepresentation should be made an urgent application to the Tribunal, otherwise the tenancy may end before it is heard.

If a tenant is given a notice to leave for reasons other than a breach, the tenant or resident should be empowered to end the agreement and their liabilities during that notice period as if it were already periodic i.e. 14 days for tenants and 7 days for residents.

TQ recommends that:

- ❖ if a tenant or resident must end their agreement due to a breach by the lessor or provider, the Act should explicitly state their right to compensation for their resulting losses.
- ❖ a notice of intention to leave for a failure to comply with a repair order should only require seven days notice.
- ❖ applications for misrepresentation should be deemed urgent applications.
- ❖ if tenants and residents are given a notice to leave for grounds where they are not at fault, they are given the right to end their agreement and liabilities with the usual 'periodic' notice periods (14 days for tenants, 7 days for residents) during the period of the lessor/provider's notice.

4.3 Minimum Housing Standards

TQ welcomes the introduction of regulations to give meaning to the head of power in the Act and codifying the required standards.

The standards themselves, however, are a watered down version of those included in the 2019 RIS, which included lighting and ventilation. They represent the bare minimum standards, articulating what is already required (with the exception of requirements for privacy coverings and a cooktop) and generally lack aspiration.

The Victorian minimum standards, which commenced this year, include a broader range and more in depth requirements in comparison, including a reasonable supply of hot and cold water in bathrooms and kitchens. The supply of enough hot water for a household is a common issue.

We note welcome the intention as stated in the Explanatory Notes to:

> *Ensure all Queensland rental properties are safe, secure, and functional by prescribing minimum housing standards and introducing compliance mechanisms to strengthen the ability to enforce these standards.*[34]

and that

> ***Consultation findings highlighted the need for an immediate response*** *to support tenants to enforce their existing rights without fear of retaliation and ensure all rental accommodation meets minimum standards that reduce occupant health and safety risks.*
> and
> *Prescribing minimum housing standards by regulation will require all Queensland rental accommodation meet minimum safety, security and functionality standards and will improve the quality of housing stock in the rental market to a minimum standard over time. It may also reduce lessor and property manager liability for injury or illness incurred due to poor property condition and help maintain or improve investment value.*[35]

Despite the articulated need for an immediate response, the proposed standards will not apply to all tenancies until 1 September 2024, and not apply at all until 1 September, 2023. TQ considers this an extraordinary length of time for Queensland renting households to wait for bare minimum standards for rental properties. Minimum standards were an

[34] p EN

[35] p4 ibid

election promise from the Labor party at the 2015 election, with a head of power passed into the Act in October 2017. As noted above, the head of power has no practical use without the introduction of regulations expressing the standards. A commitment was provided to make regulations by October 2018.

In the government's Open Doors to Renting Reform consultation, 60 percent of respondents to a snap poll agreed that they had seen a rental property with serious safety problems. Some 12 percent of all respondents reported their current property condition as 'Poor—needs repair or maintenance for health and safety', including mould, broken locks and structural issues. "[36]

An additional three years to fully introduce these very minimum standards is unreasonable and allows some unscrupulous lessors to continue to rent substandard properties to vulnerable tenants during that time.

The 2019 RIS anticipated that only a small proportion of rental housing stock will be affected by the standard and it is unlikely that rent, supply or affordability will be substantially impacted, also that the benefits for improving housing quality is considered to outweigh those costs[37]

TQ considers the standards should commence in full within 12 months of commencement of the legislation.

4.3.1 Standards

We support all the recommended standards (Schedule 5A) and add the following.

- Premises weatherproof and structurally sound should include a reference to draft proof.
- Energy efficiency and insulation – TQ believes that the introduction of a system to provide renters with information about the energy efficiency of the premises is a good first step to retrofitting. Using the suggestion outlined on page 68 of the RIS, properties could be assessed against the QDC star ratings without a requirement to meet any specified standard. This would provide information to prospective renters but also to the community and government about the energy efficiency of rental stock in Queensland. The information could support developing future incentive programs to increase energy efficiency in current private rental stock.
- Lighting - The requirement for lighting or a standard for it has not been included in the final list of regulated standards. It is a basic need, not a stretch goal. We propose that lighting should be provided in all rooms other than those intended for storage. This would have a positive impact on reducing trips and falls, and help to reduce mould and mildew[38].
- Ventilation - This requirement has been removed from the 2019 RIS. The RIS itself says *"Premises and rental properties must have adequate ventilation in each room through opening windows, vents or exhaust fans in order to support health and safety*." It also notes that the standard is already required. This makes its removal very unclear. Adequate ventilation should be reinserted to the regulated standards. It has become even more important since the advent of COVID-19.

[36] 1622, 26 May 2021, Hansard

[37] p107 RIS

[38] p103 ibid

4.3.2 Compliance – an omission

The proposals in the Bill are welcomed. They will go some way to support improvement in the standard of properties, however the compliance measures are limited. The proposed new repair orders appear to be the key mechanism to enforce the new standards with recalcitrant parties.

TQ considers more should be done to monitor and enforce the standards, particularly given the long lead in time. Without additional mechanisms, the existence of standards risks being largely ineffective.

Regulator enforcement is vital to protect the interests of vulnerable and disadvantaged tenants and a regulating body should be empowered to inspect properties and to undertake its own and reactive investigations. A current, previous or prospective renter of the property, should be able to apply to the regulating body for an inspection or investigation to ensure the dwelling meets the standards. South Australia presents an example of this method, as does the Gold Coast City Council. Notably, Victoria recently introduced a public non-compliance register of lessors as well as an inspections regime. TQ considers a third party regulator, with powers of this nature, important to ensure tenancies are safe. if not included in stage one, we strongly recommend its inclusion in stage two of the tenancy reforms.

Transparency and empowering housing consumers

After investigating the 2010 death of baby Diefenbach in a rental property in Yeppoon, the Queensland Coroner made a number of recommendations in an attempt to introduce greater transparency and accountability about repairs and maintenance and link those issues between separate tenancies. TQ supports this idea as an opportunity to raise the awareness and ability to take action to improve rental standards.

Some of the Queensland coroner's recommendations are summarised are supported by us as:

I. The introduction of mandatory building and pest inspections before a property is rented and at subsequent regular intervals
II. The introduction of three yearly licensed inspections for all properties with a verandah, deck or balcony.
III. The introduction of a maintenance and repair register to record requests by a tenant or agent during a tenancy and the lessor's instructions in respect of each item.
IV. The adoption of a clear and uniform system for recording complaints made by a tenant to a real estate or lessor and timeframes for a lessor to respond
V. The provision of access to the above proposed registers and reports (and other inspections done) for tenants and prospective tenants on request.

The introduction of periodic independent inspections is likely to have support in parts of the industry, where concerns have previously been raised about the lack of specialist building knowledge when conducting routine inspections. A log or register of repairs and maintenance requests would provide information to assist tenants better inform their choices and strengthen their negotiating position.

TQ recommends that:

- the standards should commence in full within 12 months of commencement of the legislation.
- a third party regulator be included in stage two of the tenancy reforms.

- ❖ a public register of sub-standard properties be established to include properties subject to a repair order. The information should be retained on the register for three years after compliance with the order.
- ❖ a system of third party compliance and inspections for issues of serious repairs and compliance with minimum standard should be introduced, if not now, as part of the second stage of reforms.
- ❖ require disclosure of any current (non-complied with) repair orders by agents and lessors at the time of letting a property and prior to binding the person. This could be added to s61(2) of the Act.
- ❖ mandatory building and pest inspections be required before a property is rented and at subsequent regular intervals. TQ suggests every three years.

4.4 Rent

Rent increase restrictions (s91(6) & (7), and s105)

We welcome the provisions to prevent increases due to minimum standards and keeping pets. There remain significant rent increase issues that have not been addressed:

- **The frequency of rent increases** continues to create hardship for renters. This can be addressed by limiting rent increases to once every 12 months, after the first 12 months of the tenancy.
- **Excessive rent increases**. It has been reported that approximately 40 percent of rental tenants in Australia would find a rent increase of 10 percent difficult or very difficult to afford.[39]
- **Protection from unreasonable rent increases** need to be strengthened if without ground or end of a fixed term notice to leave is allowable in the Bill because the bargaining power of tenants will be compromised, not just by the fear of, but the actuality of being evicted without fair reason.
- **Rent bidding**. Rent bidding is endemic in Queensland. Renters are being told that they have been outbid or that another person has paid 6 or 12 months up front. Renters never know if this is true. The Bill should ban rent bidding as Victoria has recently done.

  At present, applications to challenge rent increases require the tenant to prove the increase is excessive, primarily relying on a market price test and the tenant's ability to gather market information. Issues around rent increases are a common concern for our clients but few make an application about excessive increases. Right now, TQ is taking calls daily from multitudes of clients experiencing large, excessive rent increases. Last week we became aware of a $300/week rise. More commonly, they range from $50-$150 per week. Sole household pensioners are experiencing increases in the tens of dollars per week, which they cannot achieve.

  These are opportunistic rent increases which are unsustainable in the long term. Most renters are left weighing up concerns about the cost of moving compared to the cost of staying even if they consider the increase unreasonable. Some try to absorb the increase only to struggle with rent soon after.

  TQ believes safeguards would be improved by introducing a definition of 'excessive rent increase' within the Act, that being, 20% greater than the increase in Consumer Price

[39] Choice (National Shelter & The National Association of Tenant Organisations), Disrupted: The consumer experience of renting in Australia, available at https://tenantsqld.org.au/wp-content/uploads/2018/12/Disrupted-2018-Report-by-CHOICE-National-Shelter-and-NATO-1.pdf, 2018, p. 15.

Index, a definition currently in place in the Australian Capital Territory. If a proposed rent increase is above that amount and challenged by the tenant, the lessors would be required to prove circumstances that make it fair to increase the rent by that amount (rather than the tenants show it is not).

This is a moderate proposal compared to the ACT statute. From November 2019 an excessive increase is one that is more than the prescribed amount, based on the rents component of the Consumer Price Index for Canberra. The prescribed amount is 110% of the percentage increase in CPI for rents. That is, a lessor can increase the rent on a property by ten percent more than the increase in the CPI. However, if a lessor proposes an increase above that and the tenant does not agree, the lessor must make an application to the Tribunal and argue their case in the Tribunal.

- The lack of notice of a rent increase when a subsequent lease is being offered on the property presents another difficulty for tenants (notice periods do not apply if you agree to contract to a new fixed term agreement). Tenants may sign the offer then challenge any rent increase but will be left with the agreement if not successful in the Tribunal. Whilst many tenants do not want to undertake the challenge, in the current climate more have no alternative but to do so. To mitigate the problem, if an excessive rent increase application is dismissed under s71 Significant Change, the tenant must then be able to terminate the tenancy with notice (14 days) but without liability.

TQ recommends that:

- ❖ rent increases should be limited to once every 12 months, after the first 12 months of the tenancy.
- ❖ if a rent increase is more than 20% above the CPI and challenged by the tenant, the onus of proof should be reversed, requiring the lessor to take the dispute to the Tribunal to argue their case.
- ❖ if an excessive rent increase application is upheld under s71 Significant Change, the tenant must then be able to terminate the tenancy with notice (14 days) but without liability.
- ❖ The Bill should banning rent bidding as Victoria has recently done.

4.5 Bonds

4.5.1 The Bill Proposals

The bond provisions effect very little change to the current legislation save for the inclusion of the provisions introduced as temporary measures under the *Residential Tenancies and Rooming Accommodation (COVID-19 Emergency Response) Regulation 2020* in relation to tenants and residents experiencing domestic and family violence.

The proposed amendments contained in the Bill support a renter who is ending their agreement on the grounds of domestic and family violence and allow them to access their share of the rental bond.

We welcome and support the changes in the Bill.

4.5.2 Inequity in the bond return process

There is an urgent need to amend s136 to address the lack of fairness in relation to a bond claim brought by a renter as opposed to a lessor, agent or provider.

A tenancy bond is the tenant's money held in trust in case there is damage or loss of rent at the end of tenancy. The vast majority of bonds are returned to the tenant in full or part.

Tenants are often left arguing their innocence rather than the lessor giving evidence of their claims. Changes should ensure a presumption of 'no fault', where tenants' bond money is automatically returned to them (or allocated to their next property), unless there is a substantiated claim by the other party. If a bond claim ends up in the Tribunal, the onus should be on the agent or lessor to provide evidence to make a claim against it.

Put in a different way, currently the bond process places the party who submits the first claim on the bond at an advantage, whereas the other party is left to agree or dispute the claim and ultimately apply to the Tribunal for a determination on the bond. Given the bond is the renter's money, it's unfair for the renter to be an applicant to QCAT. They will need to pay a QCAT filing fee up to $127.50 to get their own bond back and, as the applicant, will often have little knowledge or evidence of the claims being made against the bond until the day of the hearing. Placing the onus on the lessor, agent or provider to make a claim in QCAT if the bond is disputed, will address this inequity.

TQ recommends that:

- s136 of the Act be amended to place the onus on the lessor or agent to make an application to the tribunal in instances where there is a dispute in relation to a notice of claim except where the dispute is between co-tenants and co-residents.

4.5.3 Private sector bond surety 'products

Currently there are an emerging number of private sector bond surety products claiming to be an affordable housing product. These companies promote their products as an alternate to cash bonds paid by tenants, thus more affordable.

Generally, the business proposal is that the company provides a guarantee to the lessor, and claims the amount from the tenants should there be a valid claim. These companies claim to support tenants by requiring a smaller amount upfront when entering a tenancy. However, the upfront costs are often non-refundable fees and may be annual, and the tenant still pays any claimed bond amount. Typically, over time these products are more costly to tenants.

Both the ACT and NSW have recently rejected the legalisation of these products. One such company is currently running an online petition (to Minister de Brenni and the RTA) to change the laws to accept guarantees.

TQ supports the decisions made in southern states. By their very nature they have the potential to change the sector significantly, considering that the RTA is run solely on the interest generated from tenants' bonds.

TQ recommends that:

- bonds remain as a cash cost upfront, paid by contributors, rather than a private sector bond surety product. These products should remain unlawful.

4.6 Offences

We welcome the addition of offences provisions relating to false or misleading information in a notice to leave (s365A) as well as letting the property within six months of ending a tenancy for

sale; change of use; owner occupation (s365B - D). It is imperative that there be disincentives for lessors misusing these termination provisions.

However, the omission of an exclusion time for re-letting a property when a notice to leave is provided for significant repairs and renovations leaves a loophole in the protections. This issue must be addressed by introducing a similar exclusion time for the lessor to re-rent the property. Evidence must also be required about the repairs and renovation, and why they cannot be done safely while the tenant remains. We propose a two month exclusion time.

In addition, where a tenant or resident is displaced unlawfully, and they have suffered loss, the Bill must make it clear that they are entitled to claim compensation for their losses.

TQ recommends that:

- a two month exclusion period is added, as section 365E, on re-renting a property following a termination for significant repairs and renovations.
- the Bill should explicitly express the right for renters whose tenancies are ended by the misuse of this provision to claim compensation for their losses.

4.7 Penalties and Premiums

Restriction on goods and services (s171(3)) and s176(3))

We do not support the restriction on the supply of goods and services excluding conditions that require fumigation for carpet cleaning, as noted above. It is unreasonable and certainly against the intention of restrictions in these provisions relating to imposing additional costs onto tenants for no reason. Tenants are already liable for making good any damage if there is any, a requirement to pay for such work if *not needed* is unreasonable and undermines the current general obligations of a tenant in s188, particularly sub-section (4).

Due to rising use of and issues with third party platforms to manage aspects of a tenancy, TQ recommends expanding the definitions set out in ss171 and 176. See our comments set out below under *Third Party Platform*s.

TQ recommends that:

- the Bill removes the amendments proposed to s171(3) and 176(3) because they are unnecessary since renters must already restore the property to the same conditions, fair wear and tear excepted.
- sections 171 and s176 be expanded to apply not only to 'buying' goods and services but to include 'obtaining goods and services' where those good or services do not meet the requirements of the Act or they cannot guarantee that the tenant or resident or prospective tenant or resident's private information will be used only for the purpose of managing the tenancy.

4.8 Pets

4.8.1 The Bill Proposals

TQ welcomes the proposals in the Bill (s184B) which will make it easier for renters to keep pets.

The difficulties with the Bill proposals are that they apply once the person is a tenant or resident but not when they are an applicant. They may be 'vetted' out of the application process for their next property because they have a pet.

In addition, when there is a dispute either about keeping the pet or the conditions by which they can keep them, the onus falls to the tenant to resolve the dispute.

The keeping of pets should be a personal choice and renters should be able to make their own decision. The Bill proposals are based on an underlying assumption that renters cannot keep pets, or, only by exception. We accept there will be rare circumstances where good reasons exist for a lessor to exclude a pet or a certain pet, but pet exclusion should be the exception not the rule.

We consider the Bill is attempting to turn this assumption around but in our view the proposals should be strengthened. If the lessor has special circumstances for which they want to argue a pet exclusion, they should be required to argue this at QCAT (at periodic intervals) to prove their special circumstances in order to receive a pet (or specific pet type) exclusion order.

In this regard we support the Greens Bill (s221B).

This system, requiring the lessor to take any dispute forward to the Tribunal, is working in both Victoria and the ACT. The assumption in the RIS that owners will face extra cost due to obtaining QCAT orders[40] is not substantiated and not supported by the experience in the other jurisdictions.

The amendments fail to acknowledge that tenants are already liable for any damage that occurs because of any pet and there are well established avenues for lessors to seek redress and compensation if necessary.

There are effective safeguards for property owners that have been significantly expanded by the introduction of conditions for pets (see discussion below), however the starting point of no positive right for tenants and that refusals can be made by lessors with no independent oversight does not maximise opportunities for tenants to keep pets.

To ensure an equitable and transparent process that addresses power imbalances is to require property owners to obtain a tribunal order in order to refuse a tenant's request to keep a pet. This keeps that refusal, as well as conditions for keeping pets, reasonable, consistent and fair and guided by grounds provided in the amendments as addressed below.

4.8.2 Issues relating to the other elements

Grounds for refusing a pet (s184E)

As noted in our RIS submission, with the following additions, TQ ***supports*** the following grounds as reasonable to deny a renter's request:

- keeping the pet would exceed a reasonable number of animals being kept at the premises. However, the views of animal welfare organisations should prevail in deciding what is appropriate for various animals/ types of animals, rather than the subjective views of lessors or agents;
- the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet. However, the views of animal welfare organisations should prevail in deciding what is appropriate for various animals/ types of animals, rather than the subjective views of lessors or agents;
- keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous. However, we do not find the example helpful;

[40] p161 RIS

- keeping the pet would contravene a law;
- keeping the pet would contravene a body corporate by-law or park rule applying to the premises;
- the tenant has not agreed to the reasonable conditions proposed by the lessor for approval to keep the pet. However, this is only equitable if there is a mechanism for a tenant to challenge if conditions are not reasonable
- the animal stated in the request is not a pet
- The property is an unsuitable size to keep a pet. However, the views of animal welfare organisations should prevail in deciding what is appropriate for various animals/ types of animals, rather than the subjective views of lessors or agents.

We ***do not support*** the following, suggested as a 'reasonable ground' for excluding a pet:

> *Keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises. We consider this too broad and subjective.*

Conditions for keeping a pet

Conditions introduced for keeping a pet are onerous, costly and unnecessary, going beyond reasonableness of being liable for damage and incurring extra costs for having a pet. It is only fair and only justifiable to include these conditions if there has been damage that necessitates such work and cost.

Breach

We propose changing the current s192, so that keeping an animal without approval neither constitutes a significant breach of a tenancy nor allows re-entry to the premises.

Tribunal orders about keeping pets

The appropriate section for a tenant to make an application to the Tribunal in relation to a refusal to keep a pet is not clear. The Bill should clarify which section of the Act that a 'pet dispute' is taken to the Tribunal under; i.e. if it is a s429 General Dispute, or has its own section for application.

Restriction on goods and services (s171(3)) and s176(3))

We do not support the restriction on the supply of goods and services excluding conditions that require fumigation for carpet cleaning, as noted above. These changes are not required as renters are already responsible to restore the property to the same condition at the end of the tenancy. Inserting this in the statute provides mandatory obligations rather than ones which suit the circumstances. Tenants are already liable for making good any damage if there is any, a requirement to pay for such work if it is not needed is unreasonable. The proposal contradicts the intention of restricting the imposition of additional costs onto tenants for no reason.

Additional reforms needed

At the time of advertising, and before the tenant is bound to the agreement, an agent or lessor must provide information of pet exclusions and conditions applied to previous tenancies.

Supporting but noting that a 'no pets' rule is insufficient to comply with requirements, it is imperative that Stage two of the reforms consider additional changes. The second stage changes should address issues of renters with pets being vetted out at the time of applying for a tenancy.

TQ recommends that:

- ❖ changes to the laws start from the assumption that renters can keep pets if they choose.
- ❖ property owners be required to obtain a tribunal order to refuse a tenant's request to keep pets or a pet
- ❖ the provision that keeping a pet without permission constitutes a significant breach be removed
- ❖ clarification is provided on which section of the Bill to take a pets dispute to the Tribunal under. is
- ❖ disclosure of any previous pet restrictions or conditions be required when premises are advertised and before prospective renters are bound to an agreement.

4.9 Damage and Repairs

We acknowledge the intention as stated in the Explanatory Notes to

> *...strengthen existing obligations around repairs and maintenance under the RTRA Act to support enforcement of existing tenancy rights and minimum housing standards for rental accommodation*[41]

and that

> *These standards will be supported by several amendments to the RTRA Act to encourage compliance, clarify repair and maintenance obligations and support enforcement,*[42]

TQ welcomes and supports the following amendments:

- Emergency repairs including work needed for the premises or inclusion to comply with minimum standards (s214)
- That the lessor MUST provide and keep current the contact phone of a nominated repairer for emergency repairs (s216)
- The increase in the cost of emergency repairs which can be authorised by renters - from the equivalent of two weeks' rent to the equivalent of four weeks' rent (s219),
- introducing the ability for lessors' agents to carry out emergency repairs to the value of four weeks rent, then deduct the amount from rent (s219A)

Repair orders

TQ welcomes the broadening of available orders and Tribunal powers in relation to enforceable and enduring repair orders (s221, 221A). We also welcome ongoing penalties for failure to comply with orders (s221C).

We note that a copy of the repair order must be provided to the RTA but there is no requirement for the order to be made publicly available. In the interests of transparency, noting the Coroner's recommendations from the Diefenbach enquiry (referenced above in minimum standards), and to remain consistent with the intention of s307 to ensure that properties are in good condition when they are advertised and re-let, we recommend a public register of repair orders. This is similar to recent changes to Victorian tenancy laws.

In addition, we recommend that disclosure by agents and lessors of orders on the public register be required when a property is advertised and before a person can be bound to an agreement. This could be added to the current s61 requirements.

[41] p7 EN
[42] p10 ibid

Victorian tenancy law also provides for repairs inspections by Consumer Affairs Victoria on the basis of repair issues. The use of a third party agency to undertake own motion and reactive inspection is needed to support effective change.

In regard to evaluation, the RIS states:

> *'This review will be supported through data collected by the Department of Housing and Public Works, the RTA and QCAT, as well as other relevant government agencies'*.

It is not clear what data will be collected. TQ sees data collection, particularly in regard to repairs and the reasons for tenancy terminations, of key importance to understanding the success or otherwise of changes to our laws. An evaluation framework must be set up early, and data identified, to ensure it will be collected for future assessment and use. Data on the ending of tenancies will be difficult due to the number of reasons to end a tenancy and that those reasons are not mutually exclusive.

TQ recommends that:

- ❖ a public register of repair orders be established, to include repair orders made. These orders should remain for three years after they are complied with to provide information to prospective renters.
- ❖ a system of third party compliance and inspections for issues of serious repairs and compliance with minimum standard should be introduced, if not now as part of the second stage of reforms.
- ❖ the evaluation framework for repairs and tenancy terminations be developed early in order for required data to be collected.

4.10 Retaliation

We welcome the retention, clarification and expansion of retaliatory actions provisions (s246A and s276A).

Despite the positive changes, retaliation will remain difficult to prove for tenants. The removal of the 'end of a fixed term' as a ground for termination would have the biggest impact in protecting renters from retaliatory actions.

TQ proposes some additional ways that the Bill can strengthen the protections from retaliation:

- expand the options for renters and give them choices to show a notice to leave is retaliatory by allowing them to argue for the notice to leave to be set aside at the hearing for a termination order and warrant of possession, as well as taking their own action within one month of the 'event'.
- Reverse the onus of proof to lessor arguing that how it is not retaliatory where there is evidence it is.

TQ recommends that protections from retaliation should be strengthened by:

- ❖ expanding the options for renters to put their case that a notice to leave is retaliatory by allowing them to argue for the notice to leave to be set aside at any hearing for a termination order and warrant of possession, as well as taking their own action within one month of the 'event'.

- ❖ Reversing the onus of proof, requiring the lessor arguing that how it is not retaliatory where there is evidence it is.

4.11 Domestic & Family Violence Provisions

The provisions contained in the Bill essentially duplicates the provisions outlined in the *Residential Tenancies and Rooming Accommodation Act (COVID-19 Emergency Response) Regulations 2020.* These essentially allow tenants and residents to end an agreement quickly due to domestic and family violence by providing evidence (the range of which has been expanded).

We are directly aware, and indirectly through our work with domestic and family violence workers supporting their clients, that these provisions are commonly used and welcomed.

The Bill also includes amendments to provisions regarding notice of damage, where tenants are exempt from having to provide a notice of damage caused by an act of domestic violence experienced by the tenant. Additionally, the Bill includes provisions which exempt tenants and residents experiencing domestic and family violence from having to provide a forwarding address. A new provision limiting the costs recoverable by lessors or providers also extend to costs relating to goods left at the rental premises by the tenant or resident.

The inclusions of all these provisions regarding domestic and family violence are commended and supported by TQ.

Security measures

The proposals in the November 2019 RIS included a recommendation to allow renters impacted by domestic and family violence to install security measures as well as locks without prior agreement. We consider this as an essential protection for those victim/survivor renters who wish to stay in their home. We note that locks can be installed and believe the ability to install security measures without prior agreement from the lessor should also be included as per the 2019 RIS.

Under the current provisions, a tenant experiencing domestic violence requires the property owners consent or a QCAT order to install security measures. QCAT wait times can range from three weeks to 25 weeks (currently in Brisbane), failing to meet the needs of people experiencing domestic violence who often require immediate action to ensure their safety.

In addition, if properly installed, we oppose any requirement for a tenant or resident to remove installed security devices. This is to prevent further hardship of a renter should they be required to vacate the tenancy or rooming accommodation due to ongoing domestic and family violence, breach of a protection order, or to relocate for other such purposes to ensure their safety and that of their children and other family members. These changes should be considered improvements.

Tenancy databases

Currently under the Act, a tenancy database listing that arises because of the impacts of domestic and family violence could be considered unjust under the circumstances. A tenancy database listing places a tenant at a real disadvantage when applying to rent a property, virtually excluding them from the private market. Currently a tenant who is listed on a tenancy database as a direct result of experiencing domestic and family violence would need to make an application to the tribunal and seek an order to have the listing removed. Alternatively, to prevent their personal information from being listed on a tenancy database a tenant may apply to the tribunal seeking an order that they not be listed.

These approaches create delay which causes undue hardship and may lead to homelessness for renters who have experienced domestic violence in their previous tenancy. A better approach would be to prevent tenants and residents experiencing domestic violence from being listed on a tenancy database for any reason caused by or as a result of domestic violence.

An additional provision be included preventing a lessor, agent or provider to list a tenant or resident on a residential tenancy database if any reason for the listing was due to the tenant or resident experiencing domestic and family violence.

Additionally, once a tenant or resident provides evidence that they are experiencing domestic or family violence a listing on a residential tenancy database should not occur.

TQ recommends that:

- the current proposals be included.
- a new provision be drafted to state that a lessor, agent or provider may not list a tenant or resident on a residential tenancy database if any reason for the listing was due to the tenant or resident experiencing domestic and family violence.
- a tenant or resident be allowed to install security measures at their rental premises without the lessor, agent or provider's prior approval if they are or had been experiencing domestic or family violence (as per the proposal in the RIS).
- that any installed security measures, if properly installed, do not have to be removed at the end of an agreement.
- That a new provision be drafted to state that a lessor, agent or provider may not list a tenant or resident on a residential tenancy database if the reason for the listing was due to the tenant or resident experiencing domestic and family violence. Additionally, once a tenant or resident provides evidence that they are experiencing domestic or family violence a listing on a residential tenancy database be prevented.

Transfer of tenancy to a person experience domestic and family violence

TQ is aware of the hardship tenants experiencing domestic and family violence and the disruption to their lives and families and if they are forced to move due to DFV. For those who feel safe and want to remain in the premises, the current process under s245 involves an application to the tribunal with wait times from three to 25 weeks. To make the process quicker where a co-tenant will not consent to a transfer of tenancy and to avoid the delay that comes with bringing a non-urgent application, providing an alternative way for the remaining tenant to take over a tenancy is needed.

TQ recommends that:

- For a tenant/resident who provides evidence of DFV to the lessor/provider and the former tenant/co-tenant/resident/co-resident has ceased to occupy the premises, the lessor/provider cannot unreasonably refuse to transfer the tenancy into the name/s of remaining co-tenant/s/co-residents or occupants who has/have experienced violence.

Indicators of unreasonable refusal

- Co-Tenant/Occupant has shown the capacity to fulfill tenancy obligations, and
- Co-Tenant/Occupant is making rental payments and has not been issued with a NTRB for rent arrears and/or

Co-Tenant/Occupant would experience hardship in having to move eg needs of children including housing stability, connection to community and access to schools

Indicators of co-tenant has ceased to occupy the premises

- Police Protection Notice
- Ouster order
- Incarceration
- Report provided by an authorised person
- No response from former tenant/co-tenant after 7 days (similar to Abandonment Termination Notice)

4.12 General Provisions

Offer of residential tenancy must disclose particular information (s57A)
We seek clarity as to what "information" will be prescribed regulation. TQ strongly supports requirements for material facts to be disclosed to the prospective applicants during the application process and before they are bound to an agreement.

Since the last stage of the law reform process, Victoria has regulated for fair disclosure provisions. We recommend that Queensland adopt the same regulations regarding fair disclosure. They state:

> *Before entering a residential rental, rooming house or site agreement, the renter, rooming house resident or caravan/residential park resident must be informed of whether:*
> - *an agent has been engaged to sell the property or, if a contract of sale has been prepared, that there is an ongoing proposal to sell the property,*
> - *there is action underway to enforce a mortgage over the property which means the mortgagee is acting for possession of the property,*
> - *the rental provider is not the owner of the property, and what rights they have in letting the property*
> - *the electricity is supplied to the property from an embedded electricity network, and the details of this network*
> - *the premises or common property is known by the rental provider to have been the location of a homicide in the last 5 years*
> - *the premises comply with the rental minimum standards*
> - *the rental provider has received a repair notice in the last 3 years that is related to mould or damp in the premises which is caused by or related to the building structure (this requirement starts on 31 December 2021)*
> - *the date of the most recent gas safety check, electrical safety check, and pool barrier safety check (if relevant)*
> - *there are any outstanding recommendations to be completed from a gas or electrical safety check*
> - *the premises is registered under the Heritage Act 2017*
> - *the premises is known by the rental provider to:*
>   - *be contaminated because the premises has been used for trafficking or cultivation of a drug of dependence in the last 5 years*
>   - *have friable or non-friable asbestos based on an inspection by a suitably qualified person*
>   - *be affected by a building or planning application*
> - *the premises or common property is known to be the subject of any notice, order declaration, report or recommendation issued by a relevant building surveyor, municipal*

building surveyor, public authority or government department relating to any building defects or safety concerns for the property,

- *there is a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises,*
- *there is a current dispute under Part 10 of the Owners Corporations Act 2006 (any internal dispute, for example between lot owners, occupants and/or the manager) which applies to or affects the premises,*
- *there are any owners corporation rules applicable to the premises – and if so, the renter must receive a copy of them.*[43]

These would address the proposals we put forward in our 2019 RIS submission.

TQ recommends that:

❖ Queensland adopt the same regulations as Victoria regarding fair disclosure.

We support the proposal in the Greens Bill to introduce requirements to disclosure material facts to prospective tenants and residents. This is set out in 57C Lessor must give information to prospective tenant

Entry Condition Report at the start of the tenancy

We welcome the change from three to seven days to return the report

5 What's missing

5.1 Minor Modifications

TQ calls for the ability for minor modifications to be undertaken by the tenant to be included in the Bill, as it was in the 2019 RIS. This is a matter of priority as its exclusion is a major omission in the Bill as it leaves some renters to living in unsafe and inappropriate circumstances.

According to Queenslanders with a Disability Network (QDN) there are 830,000 people with living with a disability across the state. Housing is a key issue of concern, and like many other Queenslanders, those with a disability face affordability challenges. If you live with a disability, however, you face additional challenges in gaining employment, are more likely to live on a lower income and might require specific modifications to make your housing liveable.

The 2019 RIS proposals present a way to improve private rental stock to better meet the needs of people with a disability. The proposals are at no cost to lessors or the government, given the ongoing requirement for renters to restore properties at the end of their agreement (unless otherwise agreed). Coupled with greater stability offered through the ending tenancies fairly proposals, more renters with a disability may be inclined to invest in the changes they require

TQ supports the recommended options presented in the 2019 RIS with the qualifications below.

Renters should have the ability to undertake health and safety or amenity minor modifications by providing prior notification to, but not agreement from, the lessor. A definition of minor modifications should be included in the changes; and qualified tradesperson used (only) when appropriate.

[43] Consumer Affairs Victoria, Disclosure requirements before entering into a rental agreement guide

TQ supports the proposed 'reasonable grounds to refuse minor modifications ***with the following exceptions***.

- 'not consistent with the nature of the property' – TQ does not support this proposal. If the tenant is responsible to restore the premises at the end of the tenancy, they should be able to make modifications even if they do not fit the style of the premises.
- 'would result in additional maintenance costs for the owner if the property is not restored' – to the extent that this refers to maintenance costs during the tenancy and the renter is unwilling to pay any increased costs, the proposal is supported.

We note that the proposals above only apply to minor modifications related to amenity and personalisation.

Minor modifications should include:

- installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls;
- installation of wall anchoring devices on surfaces other than brick walls to secure items of furniture;
- installation of LED light globes which do not require new light fittings;
- replacement of halogen or compact fluorescent lamps;
- installation of blind or cord anchors;
- installation of security devices;
- replacement of curtains if the original curtains are retained;
- installation of adhesive child safety locks on drawers and doors.
- modifications assessed and recommended by an Australian Health Practitioner's Regulation Agency practitioner;
- installation of low flow shower heads where the original is retained;
- installation of non-permanent window film for insulation and reduced heat transfer;
- installation of flyscreens on doors and windows; and
- installation of a vegetable or herb garden.

Additional issues

- Disputes
  TQ asserts that once, defined and prescribed in tenancy law, a lessor (rather than the tenant) opposing the renter's minor modifications is responsible to initiate a dispute within a prescribed timeframe.

- Restoration
  TQ is concerned with the continued requirement for tenants to restore the property to its original condition if there is no agreement for the changes to remain. This is particularly unfair for households needing to undertake minor modifications to make the premises accessible regarding their health and safety needs. TQ recommends the government establish a grant scheme for low-income renting households who find are required to restore health and safety modifications.

TQ recommends that:

❖ The Bill include provisions which allow renters to undertake minor health, safety, accessibility and security modifications without prior approval, and minor amenity and personalisation changes with a short notification.

TQ supports the inclusion of the ability to undertake minor modifications in the Greens Bill.

Case Study

Bailey (not their real name) is professional working in the arts sectors and is a wheelchair user. Bailey has been a renter for his whole life and lives with his children and pets.

At the last couple of rental homes that Bailey lived in, he placed requests to make temporary modifications to the homes in order to make the physical space, safe.

At one home, he offered to pay for a simple handrail to be located in the bathroom and offered to restore the bathroom back to its original condition upon ending of the lease. Agreement with the landlord could not be reached, and Bailey consequently had to engage a support person and shower chair, simply in order to be able to have a shower.

At another home, Bailey requested to install a small ramp at the front door, again at his own cost and with the undertaking to restore back to original condition at lease end. The landlord would not agree to the request, leaving Bailey to use the garage to enter and exit the property leaving only one of the two car spaces in the garage for a vehicle.

Bailey has spent years and years having to 'make do' after very reasonable requests to make life easier through modifications, have been knocked back. Bailey is calling himself fortunate. He recently moved into a property owned by a family member who is happy to accommodate the modification work needed to enhance his lifestyle.

5.2 Improvements to privacy

Many types of Entry Notice only give 24 hours' notice. With such short notice, often tenants are unaware an entry is happening until it occurs, especially when the notice is served by hand or email. All 24-hour entry notice times should be increased to 48 hours.

Additionally, when entries are made to show prospective purchasers, compensation should be provided to tenants based on half a day's rent per inspection (as per Victorian proposals)

5.3 Transfer and sub-letting

TQ recommends that applications made under RTRAA s239 (tenancy transfer and sublet by the tenant) become urgent applications.

5.4 Water bills

When renters are lawfully required to pay for water, they should receive their bill within 14 days of the lessor receiving it.

We support the Greens Bill on this topic.

5.5 Disclosure

Lessors and agents should be required to disclose certain material facts before being bound to the tenancy

57B Lessor must not request particular information from prospective tenant

6 Other emerging issues

6.1 Third party platforms

Increasingly real estate agents are outsourcing aspects of their own management or the management of their documents. This commenced some years ago with rent payment platforms

which are still around. More recently platforms that support a range of other tasks have emerged. There are platforms which support the application process and platforms which are more like software as a service. store documents and communications with tenants.

The use of these platforms should be regulated early to mitigate against the unfair and unreasonable aspects of them.

Regarding rent payment platforms, previous change to Queensland tenancy laws required two other additional approved rent payment methods included. These approved methods are in need of updating as some are now outdated. Additionally, other jurisdictions provide for a "fee free" method of rent payments which Queensland is lacking/

Issues arise for renters where the options are presented on a tenancy agreement but are slightly altered to appear as if they are the alternative lawful approved method, making the third party platform options appear the cheapest. For example, the two alternate approved methods will be written as 'bank cheque' instead of cheque, and 'postal order' when that is not an option, or cash when the agent's office is a long way away.

Other times the tenant is presented with what appears to be the approved rent payment methods, however they are asked to sign a form first which, unbeknownst to them, is a contract with a third-party rent collection agent.

TQ recommends that:

- ❖ the Bill is amended to require that tenants be offered the rent payment method of direct deposit by the tenant to a bank or trust account.

Other third-party platforms

Third party platforms are also used for the collection of rental applications as well as the management of documents during a tenancy. Issues arise from the use of these platforms when an agency will only accept applications for a tenancy on a third-party platform, rather than providing a choice, because:

- This excludes and possibly discriminates against people who either lack access to technology or lack the ability to utilise it
- a tenant has no option but to agree to the privacy conditions of the platform if they wish to apply for the tenancy.

Whilst it is currently more common that an agent using a third-party application platform will also accept an in-house form, there is an emerging practice for agents to exclusively use a third-party platform. These rental application third party platforms are particularly intrusive on an applicant's privacy. Some such platforms during 2020 asked the employers of prospective tenants (who were required to fill in referee forms online) whether the applicant had received JobKeeper or if there was any likelihood they would in the future. Tenants also report to TQ that they have been required to answer a broad range of questions, and or send a photograph.

Issues also arise when renters are cajoled into using the software as a service type arrangement for 'during tenancy' document management and exchange. Tenants are not immediately receiving a copy of documents, and they lose control of the privacy of their information as it is subject to the company's privacy procedures.

TQ recommends that:

- ❖ an agent cannot require a tenant to sign up and use a third-party platform;
- ❖ when requesting a tenant to use a third party platform, if the tenants' private information will be used for purposes other than the management of the tenancy, the tenant must be informed, in simple language, of this at the time the request is made.
- ❖ that sections 171 and s176 be expanded to apply not only to 'buying' goods and services but to include 'obtaining goods and services' where those good or services do not meet the requirements of the Act or they cannot guarantee that the tenant or resident or prospective tenant or resident's private information will be used only for the purpose of managing the tenancy.
- ❖ that an agent cannot require a tenant to sign up to a third-party platform; when requested to do so, if the tenants' private information will be used for purposes other than for the management of the tenancy, the tenant must be informed about this at the time the request is made.
- ❖ that section 171 and s176 be amended to apply not only to 'buying' goods and services but obtaining goods and services where those good or services do not meet the requirements of the Act or they cannot guarantee that the tenant or resident or prospective tenant or resident's private information will be used only for the purpose of managing the tenancy.

TQ supports the Greens Bill and the proposal to introduce s57B Lessor must not request particular information from prospective tenant.

TQ is aware of application processes and forms which ask very intrusive and unreasonable questions. We consider regulating what can be requested in rental applications to be a positive step. Victoria has recently done this, protecting people's personal information.

7 Appendix 1

7.1 History of industry pushback

A Summary: Opposition to the Rental Bond Act 1989 (Qld) reported in the media

In November, 1988 the State Justice Minister and Attorney General, Mr Paul Clauson, tabled a bill for the establishment of a Rental Bond Board, similar to those operating in NSW and SA.

Excessive govt power and bureaucracy / erosion of tenants' rights:
The Liberal Party led the opposition to the proposal to establish a Rental Bond Board (RBB). On November 8, 1988, the Courier Mail (CM) reported that the Liberal business and economic development spokesman- Mr White – was arguing that the **RBB would lead to a form of apartheid in Qld**. White is reported to have said that 'a Minister with a stroke of a pen would be able to declare any residential area exempt from provisions of the Act.'

In late November (28/11/88) the CM reported: *Bond Bill angers institute*. The REIQ were arguing that there was very little consultation with relevant community and industry groups; and that the proposal would **produce a large unwieldy bureaucracy unsympathetic to the plights of landlords and tenants.**

In December 1988 the CM reported ('Rent bonds bring them out fighting' 13/12/1988) that Clauson was arguing a rental bond board would effectively decrease the high number of bonds disputes in Qld. While the REIQ's president, David Cameron, argued that establishing a boards was just creating another bureaucracy and that 'tenants should be concerned about' because it would cause an 'erosion their rights and privacy'.

'Ill feeling' between the State government and the REIQ over the proposed rental bond authority 'flared again'. (Courier Mail 16/12/1988). The National Party government's Justice Minister – Paul Clauson – is quoted in the Courier Mail as referring to the REIQ's opposition to tenancy law reforms as 'dishonest and misleading'…. arguments that are being invented by the REIQ and put forward as facts.'

The Courier Mail reported (15 March 1989) that on the day of the division in parliament two national Party MPs (members for Mulgrave and Townsville) missed the vote and were 'strongly admonished' by the Premier – Mr Ahern. According to the CM he demanded to know if they deliberately avoided the division which the government won easily with the support of Labor against the Liberals.

The State Opposition joined the National Party to pass the rental Bond Board Act: 67 in favour and 8 Liberals against. (CM 15/3/89)

Rental Hike Forecast:
On 16/3/89 the CM reported that the president of the **Property Owners Association** – Mr Ian McKenzie – 'said the board would be expensive, cumbersome and of little benefit for property owners or tenants.' He also claimed that 'for the Government to retain an increasing pool of money in the board it could link all tenants' bonds to the Consumer Price Index.' McKenzie went on to argue *that the extra paperwork involved in letting a property could erect a **barrier to more private money entering the residential rental property market**. With fewer premises offered for rent to service increasing number of tenants, **the rents would rise**. Property owners will place their premises into the hands of agents to handle the increased paper work and raise rents accordingly to cover costs*.' The CM countered this argument with a Justice Minister (Clauson) statement that:

'the Rental Bond Board would protect tenants from unscrupulous landlords and protect landlords from tenants who failed to fulfil their obligations.'

By November, 1989 the board had been established and the **Property Owners Association and REIQ – 'who fiercely bucketed the concept', arguing it was 'a bureaucratic threat to the rights and privileges of private enterprise' – were now represented on the Rental Bond Board.** According to the authority chairman, Ted Howard, when owners and agents began to realise that it might not be bad for business their 'rear guard action' collapsed. (Petersen, D., Courier Mail 25/11/1989)

Union hits bond board slection CM 23.6.89
Summary of opposition to the Rental Bond Act 1989
Rental hike forecacst if board set up CM 16.3.88
Rental Bonds Brings Them Out Fighting 13Dec1988
Rental bond body due on March 1 CM 2.12.89
Rental Bond Authority waiting in the wings Townsville Bulletin 18.11.89
Rental bond Act passed by House CM 15.3.89
Rent Bonds Brings them out Fighting
Rent bonds bring them out fighting CM 13.12.88
Rent bond main worry CM 16.12.88
Rent bond boards would be apartheid CM 8.11.88
Rent body brings drop in disputes CM 18.7.91
Post used to solve rental bond disputes The Sun 11.10.89
New rental bond board will protect both sides CM 7.3.88
New rent law just a start CM 20.11.88
Little support CM 28.7.88
Libs blast scheme for bond board
Liberals attack rental bond Bill CM 10.3.89
Landlords using bond scheme as a slush fund CM 8.5.89
Helping the tenants CM 13.12.88
Govt moves to protect bond money CM 8.3.88
Good tenants will be paid CM 4.4.89
Estate agent claim dishonest 16.12.88
Courier Mail articles 1988 to 1989
Building a bond between tenants and landlords The Sun 11.10.89
Bond board labelled a quango CM 1.12.88
Bond board an obstacle CM 7.11.88
Bond Bill angers istitute CM 29.11.88
Bond authority could fund housig projects Townsville Bulletin 14.4.90
Board will hold tenants bond instead of owners CM 8.3.88
Bill sets rental bond limit CM 19.4.91
Ahern carpets MPs over missed rent bond board vote CM 15.3.88
Advisory centres to help tenannts CM 29.5.89

Photographs and electronic copies of newspaper articles are attached to this submission and are provided for reference only.

COURIER MAIL 13 DEC 1988

EXTRACT FROM:
The Courier-Mail BRISBANE
TUESDAY, 13 DEC 1988
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Rent bonds bring them out fighting

By HELEN THEW

EACH week a small State Government office becomes a pseudo boxing ring.

In its centre are the parties to a bond dispute — tenants and landlords who launch regularly into full-blooded attacks over that most precious possession — money.

Whatever the outcome, no one walks away happy. The loser winds up short of cash; the winner vows never to be caught again.

In Queensland, disputes over rental bonds total almost 25 percent of the tribunal's yearly workload. Another 35 percent stems from general disputes between tenants and landlords.

The State Justice Minister and Attorney-General, Mr Paul Clauson, believes the solution lies in the establishment of a rental bond board similar to those operating in New South Wales and South Australia.

A Bill to allow the establishment of such a board was tabled in State Parliament last month and it will be debated at the next sitting of Parliament in March. The board would be set up immediately the Bill was in force.

The board would hold all bond money in a trust account for tenants, the interest of which would fund the board initially. Once it was profitable, interest could be used under the legislation to help fund rental advisory services; provide an ex-gratia fund for landlords when damage to rental property exceeded the bond payment; assist research into rental patterns; and help improve relationships between tenants and landlords.

Bond disputes would remain the responsibility of the Small Claims Tribunal.

Mr Clauson said the board's presence would effectively decrease bond disputes in Queensland.

"First, the legislation demands that a detailed report of the property's condition be lodged with the board and a copy be kept by the landlord and the tenant, so when the property is vacated there is no disputing the original condition," he said.

"There is also the psychological consideration. Because bond money is being held by an independent body which does not have any personal interest in the money, there will be more security attatched to the bond payment and to its return."

The Tenants Union of Queensland claims 40 percent of its inquiries concern the return of bonds. It has been lobbying strongly for a change in the present Residential Tenancies Act since 1986 and has hailed Mr Clauson's push for a rental bond board as "the first promising sign".

A Caxton Legal Service solicitor, Ms Kathy Ettershank, is on the steering committee of the Tenants Union. She says it is the first time in the history of Queensland politics the tenant has been considered.

"The Queensland Government always has placed emphasis on home ownership, often to the detriment of the private tenant," she said. "Real estate agencies always act in the best interests of their clients — the landlords. It is encouraging to see the tenants' rights being considered for once.

"Naturally we would still like to see amendments made to the Residential Tenancies Act, which has not altered since 1975. Our main concern is that landlords cannot be penalised for breaches to the tenancy agreement. Most common breaches involve entering premises without notifying the tenant, or refusing to make repairs when necessary."

Mr CLAUSON ... "it will decrease disputes".

Mr CAMERON ... "another bureaucracy".

Mr WHITE ... "it's ludicrous".

The Real Estate Institute of Queensland president, Mr David Cameron, also wants to see an amendment to the Residential Tenancies Act. Not to the tune of the Tenants Union wishes, but in preference to the establishment of the rental bond board.

He believes an amendment which would make it obligatory for landlords to place bond money in a trust account, with the recording of results of all pre and post tenancy inspections, would be sufficient without the creation of "another bureaucracy".

His other concern revolves around the issue of the bond money.

"Bonds are not public funds and tenants should be concerned at the erosion of their rights and privacy," Mr Cameron said.

"The Bill will allow the rental bond board to hold all bonds and invest the money and consequently use the interest as they see fit. The simple enactment of provisions, similar to those embodied in the Auctioneers and Agents Act, would ensure protection of bonds in dispute."

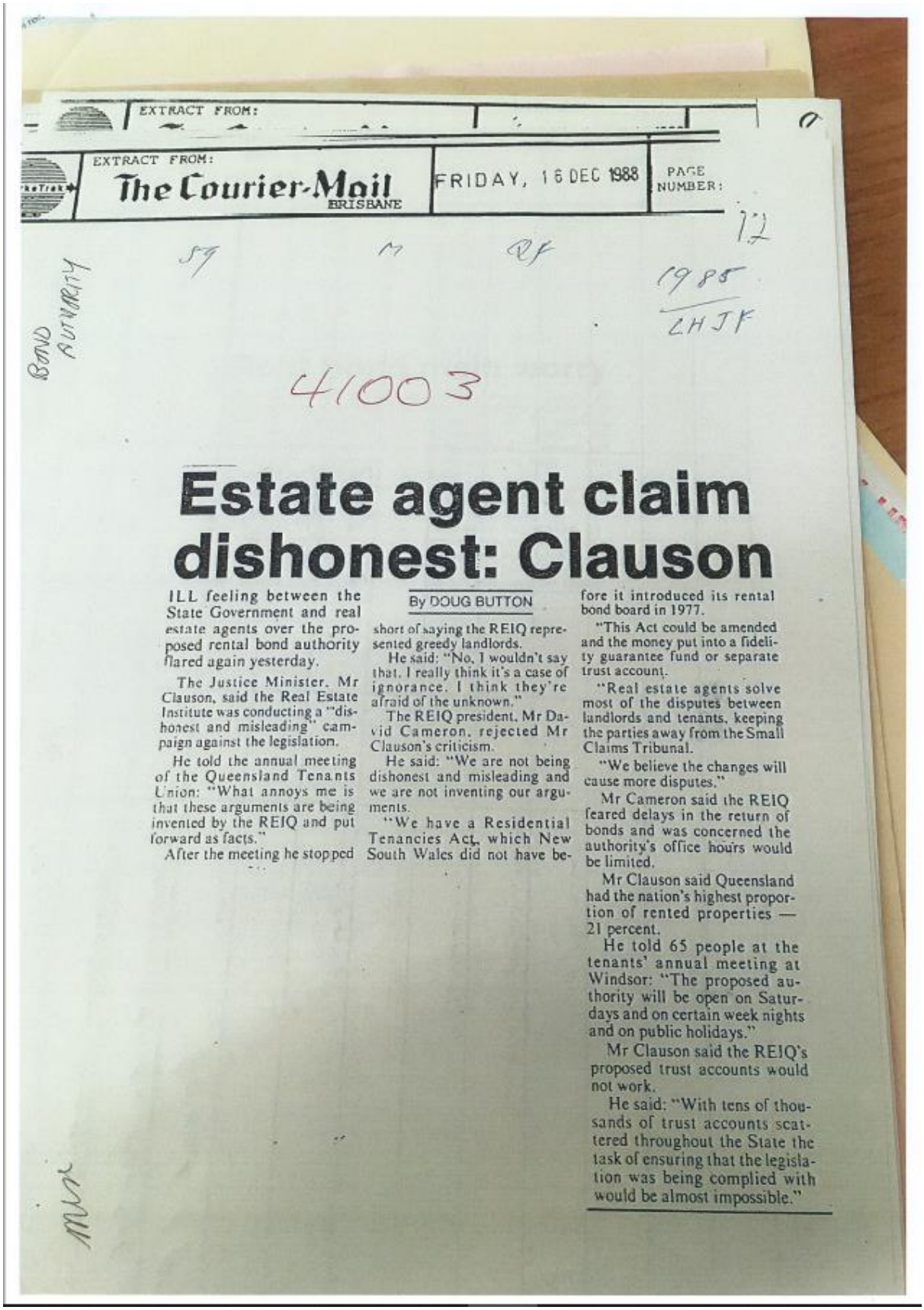
Mr Cameron also criticised the bond board's ability to return bond money to its rightful recipient, especially on weekends and public holidays.

But Ms Ettershank said the New South Wales rental bond board took an average of 12.8 minutes to return bond money over the counter, and 4.4 days through the mail.

"When one considers it often can take a month before a landlord or real estate agent inspects a property, the bond board must seem the better alternative," she said.

New South Wales has had a rental bond board since 1977. It is supported by the Real Estate Institute of New South Wales, the majority of real estate agents and the Government.

RENTAL BONDS BOARD



EXTRACT FROM:

EXTRACT FROM:
The Courier-Mail
BRISBANE

FRIDAY, 16 DEC 1988

PAGE NUMBER: 12

BOND AUTHORITY

41003

Estate agent claim dishonest: Clauson

By DOUG BUTTON

ILL feeling between the State Government and real estate agents over the proposed rental bond authority flared again yesterday.

The Justice Minister, Mr Clauson, said the Real Estate Institute was conducting a "dishonest and misleading" campaign against the legislation.

He told the annual meeting of the Queensland Tenants Union: "What annoys me is that these arguments are being invented by the REIQ and put forward as facts."

After the meeting he stopped short of saying the REIQ represented greedy landlords.

He said: "No, I wouldn't say that. I really think it's a case of ignorance. I think they're afraid of the unknown."

The REIQ president, Mr David Cameron, rejected Mr Clauson's criticism.

He said: "We are not being dishonest and misleading and we are not inventing our arguments.

"We have a Residential Tenancies Act, which New South Wales did not have before it introduced its rental bond board in 1977.

"This Act could be amended and the money put into a fidelity guarantee fund or separate trust account.

"Real estate agents solve most of the disputes between landlords and tenants, keeping the parties away from the Small Claims Tribunal.

"We believe the changes will cause more disputes."

Mr Cameron said the REIQ feared delays in the return of bonds and was concerned the authority's office hours would be limited.

Mr Clauson said Queensland had the nation's highest proportion of rented properties — 21 percent.

He told 65 people at the tenants' annual meeting at Windsor: "The proposed authority will be open on Saturdays and on certain week nights and on public holidays."

Mr Clauson said the REIQ's proposed trust accounts would not work.

He said: "With tens of thousands of trust accounts scattered throughout the State the task of ensuring that the legislation was being complied with would be almost impossible."

BOND BOARD NOT ANSWER SAYS REIQ

COURIER-MAIL

March 25, 1988 Friday

Length: 228 words

Byline: MCKEE L

Body

Bond Board not answer says REIQ THE Rental **Bond** Board proposal announced recently by the State Government will lead to more bureaucracy at a time when governments throughout Australia are trying to limit the size of the public service. This is the view of the **Real Estate** Institute of **Queensland**, which believes there is need for improved legislation, but that a Rental **Bond** Board is not the answer.

QNPREQI president, Mr David Cameron, said the Residential **Tenancies** Act, which governs residential rentals, could incorporate ""common sense" measures such as pre-**tenancy** and post-**tenancy** inspection reports of rental **properties**. ""Such documentation is already available to agents through the REIQ and in use by its members," he said. Mr Cameron said the institute was concerned that all **bond** disputes between landlords and tenants were to be pursued through the Small Claims Tribunal. ""We understand the tribunal already has a backlog of about three months of applicants on their waiting lists," he said. ""This move will mean that tenants and landlords will have to wait many months before **bonds** are either refunded to the tenant or committed towards repairs." Mr Cameron said **real estate** agents were concerned that tenants and landlords would not receive the same degree of service as they do when **bonds** are held in an agent's trust account as a stakeholder.

Load-Date: September 20, 2003

End of Document

Nov 1989

REIQ
Opposition

BOND UNIT TO EASE RENT HEAT

COURIER-MAIL

November 25, 1989 Saturday

Length: 912 words

Byline: PETERSEN D

Body

Bond unit to ease **rent** heat A revolution is about to take place with the transfer of tenants' **bonds** to the new Rental **Bond** Authority. Don Petersen reports on the future of **renting**. ASSUMING public opinion polls continue to reflect apparent voter intentions accurately, a big political change in Queensland could occur on December 2. But a not-insignificant revolution in the lives and finances of about one-fifth of the State's population _ those who **rent** accommodation _ will have begun the day before. This will see the gradual transfer of tens of millions of tenants' **bond** dollars from the accounts of landlords or their agents to the safety of a semi-independent, statutory authority. It holds the promise of taking much of the heat out of disputes between property owners and renters, the kind of indignation which has been around ever since shelter-hungry early man began kicking bears out of their caves. And there is little doubt that affordable public housing in Queensland will benefit hugely from the earnings of an increasingly large pool of **bond** monies. The Rental **Bond** Authority has been a long time coming to Queensland which, more than most States, hosts transients who mostly are dependent on **rented** accommodation and, when moving on, are easy prey to landlord rip-offs. New South Wales has had a similar body since 1977 and from its profits over the past decade has funded the purchase or construction of more than 6500 homes which otherwise would have been beyond the reach of the less affluent.

QNPNor, despite its proven advantages to other Australians, has the authority in Queensland come into being without some fierce opposition. As recently as last year both the Property Owners' Association and the Real Estate Institute _ which now are represented on the board of the authority _ fiercely bucketed the concept. They saw it as a bureaucratic threat to the rights and privileges of private enterprise. It was at best a rearguard action which collapsed, according to authority chairman and property developer Ted Howard, when owners and agents began to realise that it might not be bad for business. Mr Howard recalls earlier years of **renting** accommodation for his family, and says there are ""a lot of larrikins among both landlords and tenants". The Small Claims Tribunal can testify to that. Up to 60 percent of its work stems from disputes between them and the documented stories of abuse, acrimony and exploitation border on the apocryphal. There was the karate expert in north Queensland who, arriving home to find that his wife had been less than faithful, took to the walls, doors, kitchen and furniture with his bare hands. He even chopped off the top of the picket fence. The wife shot through. The landlord was stuck with a bill of more than $15,000. Robin Yarrow, general manager of the new authority, has been inundated with calls from people like an elderly woman who said her stove had not worked for six weeks, there was no hot water and the landlord would not return her calls. Since the authority has no adjudication powers, he could refer her only to a welfare agency. Another landlord rued the day he ever **rented** to a model train buff. Upon the termination of the lease he found holes cut in just about every wall to accommodate an apartment-wide maze of tracks. For people already locked into rental contracts, nothing much will change on December 1. The Act establishing the authority is not retrospective. Much of Queensland also will not be affected until March next year. Until then the authority will operate only from the New South Wales border to Caloundra and west almost to Toowoomba. But in that heavily-populated area every new residential **tenancy** agreement will have to be registered _ on pain of a maximum $900 fine _ with the authority. It involves some paperwork but, according to Mr Yarrow, the operation is reasonably simple. Firstly, both parties sign a **bond** lodgement form with the tenant receiving a receipt and the landlord or his agent forwarding the form and the **bond** money to the authority. If, within three weeks, the tenant has not received

acknowledgment from the authority and a rental **bond** number he is advised, luxury yachts going cheaply these days, to make a few inquiries. Both landlord and tenant then are required to fill out a ""condition report" in which each assesses _ without necessarily agreeing _ the condition of the premises, including all furniture, fittings, appliances and grounds. This, too, is lodged with the authority. When the **tenancy** expires either or both can apply for refund of the rental **bond**. This can be done through any post office and the result, which includes cash, is obtained within minutes if the signatures check out and both parties are in agreement. Disputes inevitably will arise but they, too, can be dealt with quickly. If the **bond** was $1000 and the landlord claims _ but the tenant disagrees _ that the cost of fixing broken taps or cracked windows or whatever is $300, then the undisputed amount, $700, would be immediately refunded to the tenant. He then would have 14 days to prove that he had taken action in the Small Claims Tribunal or the $300 would be sent to the landlord. If the New South Wales experience is any guide, commonsense normally will prevail and the tribunal will be spared yet one more spat. At least, both parties are encouraged in that direction and, pending resolution, the **bond** money is safe.

Load-Date: September 23, 2003

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RENTAL BOND ACT PASSED BY HOUSE

COURIER-MAIL

March 15, 1989 Wednesday

Length: 287 words

Byline: MCKENZIE S

Body

Rental bond Act passed by House THE State Opposition joined with the National Party to pass the Rental Bond Board Act in State Parliament last night. Liberal Party members, who have opposed the Act, voted against the introduction of the new legislation.

QNPThe vote of those present was 67 in favor of the Act and 8 Liberal members against. Under the Act, rental bond money will be retained by a statutory stakeholder and not in the trust accounts of real estate agents. The bond authority has four main functions: It will accept bonds paid in by landlords, invest the bonds, pay out the bond and apply the interest earned on the bonds. The Act is not retrospective and does not apply to holiday premises. Interest from the bonds will not be paid to tenants. Its use will include the establishment of tenant services and the provision for ex gratia payments. The Act has been welcomed by the the Tenants Union. The Attorney-General, Mr Clauson, who introduced the Act said the legislation ""will go a long way to assisting the small person in Queensland". He said profits generated from the authority would be used to develop housing in Queensland. Similar authorities have already been established in other States. ""It will have a broad representative base for the authority . . . the authority will have representatives of both property owners, tenant organisations and the real estate industry," Mr Clauson said. ""The legislation was necessary because in many instances tenants who had acted responsibly were finding it difficult if not impossible to get their bond money back," Mr Clauson said. Where there is a disagreement between the tenant and landlord the matter can be taken to the Small Claims Tribunal.

Load-Date: September 23, 2003

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RENTAL BOND WORKSHOPS

COURIER-MAIL

November 24, 1989 Friday

Length: 87 words

Byline: KOOPMAN D

Body

Rental bond workshops TWO RENTAL Bond Authority workshops will be held by the Real Estate Institute of Queensland today.
QNPStarting at 10am and 2pm, the two-hour sessions are aimed to instruct real estate agents on necessary procedures and forms. Under the **Rental Bond Act** 1989, all tenancy bonds received on or after December 1 must be deposited with the Rental Bond Authority. The workshops, free for members and member employees and $40 for non-members, will be held at REIQ House, Turbo Drive, Coorparoo.

Load-Date: September 23, 2003

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RENT BOND AUTHORITY 'TO MAKE' 1991 PROFIT

COURIER-MAIL

December 2, 1989 Saturday

Length: 202 words

Byline: COATES P

Body

Rent bond authority "to make' 1991 profit THE Rental **Bond** Authority would be financially self-sufficient and make a profit by the end of 1991, its general manager, Mr Robin Yarrow, said yesterday. The authority, which accepted its first **bond** lodgment yesterday, was established to help reduce disputes between landlords and tenants. QNPMr Yarrow said that until March next year the authority's jurisdiction would apply only to south-east Queensland. ""This decision should not be seen as a trial but as an opportunity to iron out any logistics that might crop up," he said. Mr Yarrow said all parties, after initial hiccups, were happy with representation on the eight-member board, which included real-estate agents, property owners, tenants and barristers. He said the apprehension still felt by the real-estate industry was understandable but unnecessary. ""There is an obligation on all parties _ the landlord, tenant and agent _ to make this scheme work. ""We intend to give equitable service to all parties." A payout would be subject to a Small Claims Tribunal judgment in the case of a dispute. Australian Post offices throughout Queensland are official agents for the lodgment of **bond** payments.

Load-Date: September 23, 2003

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L AUSTRALIAN 27/3/87

Landlord legislation leaves families out in the cold

NATIONAL AFFAIRS by DES KEEGAN

LAST week NSW Premier Barrie Unsworth spiked his Industrial Torts Bill after public outrage. This week he plans to crucify landlords and ruin the remains of the rental market.

Barrie should know better than to follow the wishes of union bosses and socialists when commonsense points elsewhere. His new anti-landlord Act has flopped everywhere it has been foisted on society. History is clear on this.

Rental accommodation is both scarce and expensive because Mr Keating brought in a capital gains tax and ended negative gearing of property losses. Yet Mr Keating and Mr Unsworth embrace failure to appease Labor envy and spite. Tenants lose out.

The day Mr Keating bowed to Labor envy I wrote that rental housing would disappear and the building industry would collapse; both have happened. It was also obvious that tax losses would exceed gains. This has happened.

It is so difficult to instil commonsense into the cloth-cap socialist mind and only the further deterioration of the rental market will fix things up. Barrie learns well and will eventually drop his anti-tenant Bill but Paul may need sacking.

Not for one moment do I think Barrie Unsworth is incapable of grasping the dangers of rent control; he and John Bannon remain personally attractive despite their thuggee mates.

Essentially, Mr Unsworth cannot alter the tone of the overall Australian economy, although he is part of the three tiers of government which have created our problems. Acting alone, he can alleviate, but not restore, pressure on middle Australia.

Our woes rise with Canberra grabbing too much for itself and wasting our taxes on all State governments and councils. Mr Keating has neither nerve, nor understanding, nor ALP permission to grapple with fiscal policy. He will not cut spending.

By and large he is going to persist with policies which destroy our ability to save; this is a guarantee of decline as investment is falling already and nothing much happens without new ideas embodied in new plant and capital form.

When Mr Keating and his Labor mates tax away our substance there is less for private housing and business investment. Labor makes more young people fight over dwindling private-rental homes. Public housing demand explodes and, alas, so do taxes to fund housing commissions.

Just over a year ago Mr Andrew Peacock led a Liberal Party which today says he is unfit to serve in a shadow cabinet. This is the party of Messrs Chaney, Macphee, Burr, MacKellar, Moore, Ruddock, Shack, Baume (Peter) and Puplick. The Centre Left of the ALP is their natural home.

These Liberals are very relevant to the decline in savings and rent rises because they caused creeping government and destruction of farming, mining and business. They followed the socialist flame which Labor now fans so dangerously. Both are beyond redemption.

High interest rates will remain this year and very difficult times face young people trying to escape high rents. Cruel interest rates and economic mismanagement will persist until the New Nationals put some sterner stuffing in the conservatives.

It is nonsense to talk about Australian interest rates falling "because our dollar is firming". On the cross rates, against the yen and the West German mark, our dollar is declining and our balance of payments is critical.

Australian interest rates are not going to fall; the Advance Bank advises that its home lending rate is now 17 per cent for some borrowers. There will be no relief for protected bank borrowers on 13.5 per cent.

The average landlord owns about 1.7 properties; often the old family home left by mum or dad is the property in question. Labor's image of landlords is Dickensian and so, too, is the logic behind the debate on rent "reforms".

Essentially, rent laws are about the denial of the beneficial ownership of personal assets by the State in favour of people who do not save. The few families incapable of buying a home before or early in a marriage are the proper responsibility of the State.

Later life is going to defeat any engaged couple who cannot save, say, a trifling $3000 each during an 18-month courtship. That rate of saving is about $40 a week and well within the range of lower salaries. But some people put it over the bar at the pub and the TAB.

Many people seeking homes to rent are not yet ready to buy a house or are temporarily in a city or are saving to buy a property or are using their funds in a business. These people need no help from Barrie Unsworth.

Dissipated people who have blown their saving years are properly the responsibility of the State. A person who wants to put his house for hire has no obligation to support deadbeats and wasters. It is unjust to expropriate his home unit.

We all pay our taxes and that should be where it stops; a person who has his assets in the form of a home unit has no moral or economic obligation to subsidise another person. Rent controls kill investment in home units.

Would Barrie care to have someone forcibly take half his assets and give them at a quarter of the going rate to wasters? Would he like to have his assets vandalised with impunity as happens to landlords? Should stickybeaks meddle with others' assets?

The Minister for Consumer Affairs, Mrs Grusovin, will destroy what is left of the market after Mr Keating's absurd negative gearing and capital gains taxes. Rents will rise rapidly and the market will shrink as landlords sell properties to owner-occupiers.

This is Pavlovian Labor nonsense and it will do great harm to the building industry. It is only marginally less silly than the new NSW Bill to prevent a man lifting more than 16kg (33lb). Tiny mothers handle infants bigger than that.

Barrie Unsworth swings between a man who could fix many problems in NSW and a Labor Premier dedicated to the latest asinine thoughts of Trades Hall trogs. He argues many things very well and then goes off at a tangent.

Mr Unsworth, like a lot of State politicians, has the power to enrich or hurt our daily lives. Premiers impinge on our quality of life more directly than Canberra, which impoverishes and diminishes our freedoms more abstractly.

Premier Unsworth clearly states that crime is out of control in Sydney and puts more police on the streets; top marks. Then he refuses to restore the old Summary Offences Act; F for failure. The "war against drugs" and uncivilised behaviour is a joke.

NSW joins Victoria and South Australia with unjust expropriation of private property. It will destroy the hopes of ordinary Labor voters seeking homes to rent. Mr Keating and Mr Unsworth have wreaked havoc on families who rent houses.

Housing Commission slums beckon for quite ordinary Australian families who would have survived well in a free market. Other ordinary Australian families will be plundered to pay for public housing.

Expo, rents and renewal

cm 17-3-88 P8

The Courier-Mail

Our liberty depends on the Freedom of the Press and that cannot be limited without being lost. — Jefferson.

THE Queensland Government should think twice before it introduces a complex bureaucratic and legal system of rent controls. Most of these systems are intrinsically unfair, because they seek to interfere with the market forces of supply and demand which should determine rents under normal circumstances. But the problem in the suburbs near Expo deserves special consideration, both from the Federal and the State Governments.

Some estimates suggest that evictions from low-cost housing around Expo could be as high as 2500 or 3000 people in the past six months. Even before this time, low-cost accommodation was difficult to find in the area, because of the strong demand and the abolition of negative gearing. With Expo, and some avaricious landlords — rightly condemned by the Real Estate Institute of Queensland — the problems have been exacerbated. As the REIQ points out, however, Expo will not last for ever.

But when interest rates, council rates and other charges are high, landlords cannot be blamed for maximising their return. Nor can they be blamed for taking commercial advantage of Expo. One of the reasons the Queensland Government bid for Expo was the new business it would bring to the State. Not all landlords are looking for the quick profits at Expo time. Some have taken the opportunity of the demand created by Expo to lift rents; many would prefer to have long-term tenants paying reasonable rents but caring for properties rather than short-term visitors who will leave behind damage to be repaired. Other landlords see the opportunity of profits and sell to people who restore these houses and either re-sell them, or live happily on. But Expo has merely aggravated an already existing problem of the urban renewal process.

Over time, the same process would have happened in the Hill End-West End-South Brisbane-Woolloongabba areas; Expo has merely given the process an almighty acceleration. This is where the governments have failed. The Federal Government should have supplied additional housing finance, on a similar "one-off" basis as that supplied to the West Australian Government for urban renewal in Fremantle at the time of the America's Cup.

For its part, the Queensland Government should have foreseen the housing problem and reacted in time by increasing the stock of low-cost rental accommodation for the people displaced by the higher Expo-inspired rents. This would have required foresight and action two or three years ago. Certainly it is far too late to do anything now although the Government should be able to find some funds from the Expo redevelopment.

One way of providing better protection against avaricious landlords would be through different tenancy agreements. As it is, many tenants leave themselves open to rent-hikes by accepting weekly tenancies which really provide little protection. The Queensland Government could provide for protection against rises greater than in the increase in the Consumer Price Index. In the immediate future, however, both governments should look at providing emergency funding for evicted tenants. If 2500 people were suddenly left homeless by natural causes — floods, cyclones or bushfires— both governments would have no hesitation in acting. It seems that the problem in inner Brisbane might be approaching this in human proportions. Short-term funding would be far preferable to any cumbersome system of rent controls.

Courier-Mail 15-7-83 pb

Proposed rental bond board would protect tenants' interests: Clauson

THE Attorney-General, Mr Clauson, yesterday called for community support for his proposed rental bond board designed to protect tenants and their bond money.

Mr Clauson said he had been disappointed by the lack of support for the idea.

"I have had a battle on my hands with many landlords and real estate agents who are not keen on the introduction of this board," he said.

Officially opening the Caxton Legal Centre in the Brisbane suburb of New Farm, Mr Clauson said that one of the main arguments against the board was that there was no community support for it.

"I certainly have not had a letter from your organisation — all I have heard is criticism because of a lack of consultation, something which certainly will be done before any legislation is finalised," he said.

The proposal would require landlords to lodge bonds with the board which would hold the money in trust until tenants left the premises.

The idea is opposed by the Liberal Party. The Liberal local government spokesman, Mr Beanland, said tenants would be "sleeping under the stars" while waiting for bond money to be returned.

Mr Clauson said the board would ensure that tenants got their bond money back — which was not now guaranteed. Often it would be returned quicker than it was now.

"Interstate experience has shown that the number of rental bond disputes decreased by a massive 90 percent after the introduction of a rental bond board," Mr Clauson said.

"A board simply would hold tenants' bond money in trust and, at the expiry of a lease, either transfer it to a new lease, return it to the tenant, or distribute it to both tenant and landlord in proportions determined either by the parties themselves.

"In the case of a dispute, the Small Claims Tribunal would decide."

Westside News 13/7/83

Bond delays predicted

SOME tenants would be 'sleeping under the stars' while waiting for bond money to be returned by the State Government's Bond Board, Denver Beanland (MLA, Toowong) said last week.

He was responding to claims by Justice Minister Paul Clauson (Westside News, June 29), that there would be no delays in bond money being returned to tenants in cases where there was no dispute between the landlord and the tenant.

Bond money could take up to four or five days to be sent to a tenant once a lease expired, Mr Beanland said.

"Many tenants do not have funds which allow them to have two lots of bond money. They may have had to pay $300 or $400 for their first flat and if they are changing flats and are unable to get into the city they are in trouble.

• Denver Beanland.

"No landlord is going to let tenants into a flat or house without paying bond."

Many tenants would depend on having their bond money returned to pay bond on another residence, he said.

"What the government is saying is that tenants can go and sleep under the stars or borrow additional funds from the banks."

The bond board would be another 'bureaucratic empire with lots of red tape', he charged.

Rental hike forecast if bond board set up

CM 16-3-88 P10

THE introduction of a Rental Bond Board in Queensland would lead to tenants paying higher rents, the Property Owners Association of Queensland said yesterday.

The association president, Mr Ian McKenzie, said the board would be expensive, cumbersome and of little benefit to property owners or tenants.

Last Monday, the State Government announced it would establish a Rental Bond Board to administer bonds, often the subject of disputes between tenants and landlords.

The Rental Bond Board, to be set up by legislation, would act as a trustee for bond money paid by residential tenants to their landlords.

Mr McKenzie said that for the Government to retain an increasing pool of money in the board it could link all tenants' bonds to the Consumer Price Index.

The extra paper work involved in letting a property could erect a barrier to more private money entering the residential rental property market.

With fewer premises offered for rent to service an increasing number of tenants, the rents would rise, Mr McKenzie said.

"Property owners will place their premises into the hands of agents to handle the increased paper work and raise rents accordingly to cover the costs," he said.

The Justice Minister, Mr Clauson, said the Rental Bond Board would protect tenants from unscrupulous landlords and protect landlords from tenants who failed to fulfil their obligations.