

Submissions uploaded to NSW Government in July 2023 - Improving NSW rental law

1. Tenants who live in shared accommodation tend to be labelled/termed as 'boarders' and 'lodgers'.
    - The terms 'boarders' and 'lodgers' are labels/terms which landlords use to skirt around tenancy laws; most commonly and often a ploy or a strategy employed to deprive tenants of their rights as tenants.
    - When a 'boarder' or a 'lodger' has lived at a place as his/her main residence long-term (for more than 6 months or 1 year), the 'boarder' or 'lodger' should qualify for or be afforded some rights as a tenant.
  2. Subtenants have no rights as tenants.
    - The same renters' rights should be afforded to subtenants who rent rooms from head tenants.
    - Subtenants should NOT be treated as second class tenants.
    - The same tenancy laws should be applied to subtenants who rent from head tenants.
  3. The landlord chooses to/prefers to NOT sign an occupancy/tenancy agreement.

Landlords and head tenants should NOT be allowed this option; to evade or flout tenancy laws or to deny or deprive tenants of their rights simply by refusing to sign a tenancy agreement.
  4. The landlord chooses to/prefers to NOT disclose legal given name(s).

Landlords should NOT be allowed to evade or flout tenancy laws simply by refusing to disclose legal given name(s).

    - Over the years, I have had landlords and/or head tenants who refused to disclose their legal given names.
    - They would only disclose their chosen names, but not their legal given names.
    - I believe this is to disallow/to prevent the tenant from taking legal action against the landlord and/or the head tenant.

Without the legal given name, renters could not complete the application form to submit an application to NCAT.
  5. The landlord chooses to/prefers to NOT disclose the landlord's residential address or mailing/postal address.

Landlords should NOT be allowed to evade or flout tenancy laws simply by refusing to disclose residential address or mailing/postal address.

    - Over the years, I have had landlords and/or head tenants who refused to disclose their residential address or mailing/postal address.
    - I believe this is to disallow/to prevent the tenant from taking legal action against the landlord. Without the residential address or mailing/postal address, renters could not complete the application form to submit an application to NCAT.
  6. The landlord prepares private occupancy/tenancy agreements which override tenancy laws.
    - Over the years, I have had landlords who created occupancy or tenancy agreements which either overrides tenancy laws in NSW.
    - The following are terms within the occupancy or tenancy agreements which either overrides tenancy laws in NSW.
      - 'The landlord could enter your room at any time for any reason at all' or 'the landlord could enter your room at any time in emergency situations.'
      - 'You must not share this occupancy agreement with others without permission from the landlord.'
      - 'The notice period to move out/vacate for both the landlord and tenant is 2 weeks.'
- Many times over, the landlord
- only shows the private occupancy/tenancy agreements, which overrides tenancy laws, ONLY AFTER THE TENANT HAS MOVED INTO THE PROPERTY.
  - requires the tenant to sign the occupancy/tenancy agreement, ONLY WITHIN MINUTES UPON SIGHTING THE AGREEMENT FOR THE VERY FIRST TIME WITHOUT HAVING THE OPPORTUNITY TO READ IT FIRST.
7. Sometimes, tenants have more than 1 landlord.

Tenants tend to have more than 1 landlord in self-managing landlords - husband, wife, daughter, son, aunty, uncle, cousin and all.

Tenancy laws should only allow up to 1 landlord, the landlord specified on the tenancy agreement, the authority to interact with tenants at all times to avoid and minimise miscommunications and misunderstandings.
8. On the flip side, landlords should NOT be allowed to force tenants to pay rent BY CASH IN PERSON ONLY.
  - There are currently no laws to stop businesses from refusing cash payments.

Likewise, there too are currently no laws to stop landlords from refusing electronic payments.

My landlord's payment preference is cash payment in person.

- If I had paid rent to my landlord via electronic transfer, my landlord would have had to pass up the opportunity to meet and interact with me in person and could/would not have had the opportunity to meet and interact with me in person. These were opportunities to ROMANTICALLY/SEXUALLY HARASS ME IN PERSON, whenever we were alone together.
- Sometimes, insisting on collecting/accepting rent by cash only in person is also somewhat of a ploy to cause tenants to prefer to pay up to a few more weeks of rent in advance to minimise inconveniences/disruptions to their lives because the practice causes inconveniences/disruptions to tenants' lives.
- There are other reasons why landlords prefer to accept rent by cash in person only - for example, to evade tax.

9. Tenancy laws should not just protect tenants from retaliatory evictions, but also retaliatory rent increases.

- If an application I submitted is successful at NCAT, does this mean that my tenancy is ever secure? Could my landlord serve another termination notice a few months later, this time, serving a no grounds termination notice? Could I then submit another application to NCAT to challenge the termination of tenancy as another retaliatory termination notice (because the last termination notice was ordered by NCAT as retaliatory)?

115 An order declaring that a termination notice has no effect because it was a retaliatory notice

- If an application I submitted is successful at NCAT, could my landlord increase my rent to a higher rent as a 'retaliatory rent increase', since he could not successfully evict me from the property? The landlord could only increase rent for tenants on periodic agreement once per year in NSW, right? Could I then submit another application in NCAT to challenge the 'retaliatory rent increase'?

44(1)(a) An order that a rent increase is excessive Application to be made within 30 days after the notice of increase is given

10. 14-day evictions should only be allowed for and limited to urgent and emergency circumstances/situations only.

Tenancy laws should NOT allow landlords to serve 14-day evictions to bully, harass, intimidate and humiliate tenants under any other circumstances; whether the occupant is a boarder, lodger or a tenant.

11. When landlords harass tenants, and tenants report landlords to the police and apply for violence orders, tenants should still have their right to continue living in the properties.

The violence orders should not be allowed to be used as legitimate excuses, reasons or justifications to terminate tenancies or evict tenants by self-managing landlords who had to continue managing the properties as self-managing landlords. Tenants should not be penalised in any way for wrongdoing of landlords. Self-managing landlords should not be allowed to be rewarded for their bad behaviour by succeeding in harassing tenants in order to terminate tenancies or evict tenants. See? There is irony and paradox in being a renter and renting!