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Section 3: Removing ‘no grounds’ terminations

Section 3 of the Consultation document states that you are removing “no grounds” terminations, and frames the whole section as being in the best interests of renters. However, even a cursory glance shows that this is just a facade. What this section really does is arm landlords with a greater arsenal to use against their tenants.

On the topic of ending residential tenancies, I believe that minimum notice periods for all reasons for termination need to be revisited to better reflect the changed state of the rental market. Every real estate agent I have spoken to this year has agreed that it is taking longer and longer for renters to find a new place of residence. Our current landlord urged us to start looking for a new place the same day they provided us notice of termination because it is often taking people more than 30 days to find a new place to rent. This issue is not only due to the increase in the number of renters, but also the decrease in the number of landlords due to increasing interest rates.

One specific case that I find egregious is the severe difference in minimum notice period between the following two cases:

- End of the periodic agreement (no specified reason) and
- Landlord has entered into a contract to sell the property requiring vacant possession

In cases where the latter reason is used, the renter is being punished solely because of the decisions of the landlord. The 90 day minimum notice period for “End of the periodic agreement” was introduced to protect renters who are in a more uncertain situation (i.e. no fixed term). When a landlord has decided to sell the property when a periodic agreement is in effect, the renters are in the exact same position of uncertainty that previously granted them protections, however, now the protections are removed to make it easier for the landlord to sell the property, with no regard to the safety and wellbeing of the renters. By agreeing to rent out their property, landlords are accepting the responsibility of providing housing and shelter to real, actual, human beings. This responsibility should not be taken lightly. If someone isn’t in a position where they could provide a tenant with adequate notice to find a new residency, then they shouldn’t take on the responsibility of being a landlord.

Section 4: A new model for keeping pets

The 21 day period for a landlord to consider a pet application is absurdly long given the other minimum notice periods dictated. A tenant who has had one tenancy ended and is in need of finding a new residence might only have 30 days to find a new place of residence. If that tenant has a pet, then the pet form must be accepted at the same time that their rental application is. It does not take long to consider a pet form. What this 21 day period invites, is placing renters in positions where they are potentially forced into accepting a rental agreement to ward off

homelessness, without yet knowing whether their pet will be allowed to live with them. That situation is absurdly heartless.

Section 5: Renters' personal information

The law should specify the only documents that are allowed to be collected by landlords and real estate agencies. This information should not be allowed to be shared with other parties without the direct approval of the renter. Landlords and real estate agencies should be prevented from discriminating against renters who refuse to provide documents further than what is defined acceptable by law. Landlords and real estate agencies must provide renters with a copy of all information relevant to the renter at the renters request. In a time where information privacy breaches are becoming increasingly common, protections must be put into place for the information renters provide to landlords and agents. This information can include full names, D.O.B, Savings, Place of Work, medicare details, copies of passports etc. This information could be very harmful to a renter if it ended up in the wrong hands. A system should be in place where such information is uploaded into a common government system, with adequate security protections, so that private information of renters remains private.

Section 5.3: Automated decision making

Renting a property out is the act of providing shelter to another human being. Shelter is a basic human need, and should not be dictated by a system as heartless as "automated decision making". Such a system invites certain groups being discriminated against in all future applications due to past circumstances, which may not have been under their control.

Section 8: Other changes to improve rental affordability

Laws preventing excessive and frequent rent increases should be made much stricter. One "fear" mentioned here is that preventing rent being increased more often could create incentive for landlords to terminate a tenancy to get a new tenant at an increased rent. However, this situation should be taken care of by Section 3 of this document that prevents "no grounds" terminations. If landlords must provide a reason for ending a tenancy and are held accountable to their claims, then it shouldn't be possible for them to terminate a tenancy just to increase the rent. If they use any grounds for termination that suggests they no longer intend to rent out the property, then they should face heavy fines and penalties if they then continue to rent out the property.

Regarding the definition of 'excessive rent'; this term should be defined both by available market data AND current rent price. Without the comparison to current rent price included in the calculation, then "matching market value" could simply be a tool used by landlords to force a tenant out of their agreement.

Section 9.2: Free ways to pay rent

The law should require a landlord or agent provide tenants with a free way to pay their rent electronically. This should be enforced by the law dictating one or more methods which MUST be made available to the tenant, such as direct bank transfer or BPay. It's 2023. Not everyone has a chequing account and carrying large amounts of cash around can be dangerous in certain areas.

Section 9.3: Renters moving into strata schemes

By-laws should be required to be published with the relevant rental advertisement. It is a waste of a renters time to begin entering into an agreement with a landlord or agent only to be informed after weeks of inspections and negotiations that there are strata by-laws that might prevent the renter from moving there. I see no reason why strata by-laws should be kept private from prospective tenants.