

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

1. 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.

2. 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.

3. 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.

4. 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.

5. The landlord prepares private occupancy/tenancy agreements which override the 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 and also
- 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.

6. Cash-only rent payments

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.