

26 July 2023

**I DO NOT CONSENT TO MY IDENTITY DETAILS BEING MADE PUBLIC**

I preface my response by saying that I own multiple rental properties – they are to provide for a self funded retirement; my tenants are generally long term (one has a tenure of 15 years) and I do my best to be an excellent and fair landlord – which I believe is evidenced by the length of tenure in my properties.

From the policies proposed by the governments – it appears that the more legislation that comes in, the more it disincentivises people to provide for themselves long term. I appreciate the concerns of the tenants; though when all is said and done, it is the landlord who is financially responsible and takes all the risk for the property.

1. Reasons a landlord can termination a lease – remove no grounds evictions –
  - a. Unfair to landlords :
  - b. As a landlord I undertake the risk for the property; my funds are tied up in the property and a government should not be able to determine how I use my property – that is called communism where a government controls peoples assets There are many reasons a landlord may want to evict a tenants – such as renovating , then plan change (ie funds may be needed elsewhere) – the government should not be able to make a landlord justify anything about how they use their property
2. Transfer of bond:
  - a. The reason for a bond being paid is to secure a property for the tenant and as insurance for the landlord for any future damage / rental arrears
  - b. How does the government plan to ensure that if a tenant transfers their full bond – that there is bond available to cover damage / arrears from the property they are moving from?
    - i. Or is the expectation the landlord pick up the bill or launch
    - ii. NCAT case? (then get paid back at \$5 week for eternity!)
  - c. Needs specific, robust criteria around eligibility for transferring a bond (& not after one instance has gone awry!). the criteria for transfer should not be discretionary it needs to be enshrined in legislation IF this function is legislated.
    - i. Final say (whether bond can be transferred and if so what percentage of current bond can be transferred) ) should be up to the landlord (not the RE agent or tenant) – it is the landlords ppty. they carry the financial risk for any damage / rent arrears.
  - d. IF bond transfer is to go ahead ; Suggest a sliding scale of bond transfer is available to a maximum of 50% of the bond currently held;
  - e. There MUST be some security left on the current property to cover any bond claims.

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