

Improving NSW Renting Laws

I am a renter in NSW, female, mid-forties, I have over 26 years' experience as a tenant in NSW. I have always rented through a real estate agent both in my lived and worked experience. I have over 8 years' experience working in [REDACTED] Due to cost of rent, I live in a standalone house sharing cost of rent with another person. I currently have two cats; I previously had a dog (passed away). The dog was of great support security wise and emotionally, I've not replaced the dog as finding a rental is much more difficult and I am overlooked for a large percentage of rental properties once a landlord is aware I have a pet. The dog made me feel safe, helped me meet people in the community and get more fitness in with walks.

My Story

I am a good tenant and have not had costs come out of a bond for any damage or unpaid rent. I've always had a pet when renting, I have found getting a rental hard due to owning a pet and have offered extra money in the past to secure a lease. I've always had good references from previous rentals when applying for a new rental and have had confirmed that my pet/s have caused no issues.

I've lived in different rentals over the years, some I have ended due to changes in my circumstances, some properties were sold and some due to No Grounds Notice. Several occasions the property I was leasing was given a No Grounds Notice (on a periodic lease at the time) in order for the landlord to be able to increase rent as they were unable to increase my rent at the time due to previous rent increases being within 12 months. One landlord of a property I was given a No Grounds Notice at continuously does this to tenants if a change in rental property market happens, readvertises at a higher rent and rents the property out as soon as the previous tenant has vacated.

I continuously live in fear living in a rental property that if I'm not in a fixed term lease I could be evicted any day on a No Grounds Notice. It also causes me stress coming to the end of a fixed term waiting to hear if the lease will continue on a periodical lease, resign a fixed term again or be evicted. I've never felt settled renting and find life is unstable due to not knowing if I will continue to have a stable roof over my head.

Finding a rental property becomes harder and less affordable with every move. In my last move I had to move out of the community I had established as a stable foundation with over the years, due to high cost of rentals. I've always supported myself, worked hard and am an excellent tenant with good references.

I now live in an area with no community support, don't have a dog as support or security, I share a property in order to afford rent and the condition of the property is poor, such as a mould issue through the property along with maintenance issues that go ignored, wear and tear throughout the property and I am paying high rent as the rental market demands it.

Maintenance issues in the property have been reported more than once, they remain ignored by the landlord. I fear taking maintenance issues further or continuing to report maintenance issues as I know a No Grounds Notice would just be flicked my way and a new tenant paying higher rent would be moved in almost instantaneously and accept such poor conditions of the property due to such high and desperate demand in the market.

I've worked in [REDACTED] I am no longer in this position due to having to move out of area (rental increase almost doubled the past four years). Therefore, I have experience as a tenant and managing properties under the NSW Residential Tenancy Act. I have extensive experience in dealing with the Tribunal and its outcomes. I have seen how unfair and

stressful the system is for tenants. I've seen the flip side as well and see issues landlords can experience with tenants and appreciate that side as well and how at times it can be difficult if they have a nuisance tenant.

With all the experience I have, I have still experienced unfairness in the rental system and have had to do things that are not within regulation or fair to ensure I have/kept a roof over my head. Power is greatly held towards the real estate/landlord and those in the system know this and use it against tenants. It's all good to say renters have rights but in reality they have very little rights. I feel sorry for those who rent and do not understand how the system works.

I am very passionate about this issue and believe drastic changes need to be made for fairness and improved conditions towards those who rent, while ensuring landlords have fairness with their investment.

Maintenance and Condition of a Property Leased

There should be regulations for a property leased that meets a minimum standard when it comes to the condition and safety of a property before it can be leased. Reports/certificates that a property meets the minimum standard should have to be issued before a landlord is able to lease a property. I believe reports/certificates should have to be newly reissued with the start of each new tenancy, this would also help with a landlord not issuing a No Grounds Notice so easily.

Examples

- Working smoke alarm between kitchen and bedrooms is installed (I'm aware this is currently required).
- Working electrical safety/RCD switch is installed.
- House is free of mould and has proper ventilation (the years of experience I've got with rentals through work and personally, unfortunately I've noticed mould is a very common issue in rental properties & this does affect peoples health).
- All windows, security/flyscreen doors and doors securely lock and are in proper working order.
- Heating/cooling provided as part of a lease is in working order (such as split air conditioners etc.) or when advertised, it is included in the advertisement that the heating/cooling is not in working order.
- All lights/lightbulbs/switches and ventilation fans are in good and working condition.
- All cooking facilities are in good and working condition, or when advertised it is included in the advertisement that the cooking facilities are not in full working order.
- Flyscreens installed on windows are in good condition.

Maintenance of a property. This is an area that needs improving, in my time I have come by many tenants, and this includes myself, that are hesitant to report maintenance issues to a landlord. Landlords are known to issue a No Grounds Notice if the tenant reports maintenance issues, genuine or not. Tenants are often just expected to live with the issue and ignore what requires maintenance or if the tenant does follow through with their rights the landlord will just issue a No Grounds Notice once the issue has been addressed by Tribunal. This is one reason I strongly believe a landlord should require a genuine reason to issue an eviction notice and not just flick the tenant a No Grounds Notice because the tenant is accessing their rights as stated in the Residential Tenancy Act, along with being signed and agreed on by both parties in the lease agreement. This is one area power is greatly overused negatively.

Along with this, I think there should be clearer and more detailed minimum standards when it comes to a landlord maintaining an investment property, written into the Act and Agreements. There should be penalties for landlords who do not act fairly as required by the Act. For example, the Act could include minimum standards about the need to carry out maintenance and repairs, mandatory safety requirements, and protect tenants from receiving an unwarranted No Grounds Notice.

Maybe the government could also look at incentives for landlords who do maintain their rental property fairly.

Ending Unfair Evictions

A landlord should have to have a legitimate reason to be able to end any type of lease and provide evidence of the reasons, such as a signed statutory declaration, as landlords too freely use a No Grounds Notice unfairly. If the landlord is unhappy with a tenant's behaviour, they should use a breach notice and Tribunal if needed, not just flick a No Grounds Notice. Landlords too often flick a tenant a No Grounds Notice, get the property vacated, increase the rent, readvertise and quickly have a new tenant in paying a much higher rent.

There should be penalties for landlords who lie. Landlords should not be able to lease property straight away if a tenant is evicted on a No Grounds Notice, several months should have to pass by before the property can be leased again.

Legitimate reasons would obviously have to be written into the Act.

Examples of what could be considered a legitimate reason:

- A family member of theirs or the landlord will be moving in.
- Property is to be renovated and that can only be carried out in a vacated property.
- Property is to have repairs that can only be carried out in a vacated property.
- If Tribunal rules it a legitimate reason.

Cost to a tenant each time they relocate due to an eviction comes at a high price emotionally and financially, between maintaining life's everyday demands on top of looking for and applying for a rental, this disrupts a tenant's life, such as trying to view properties around working etc. Then on top of this comes a tenant having to pack and unpack their possessions along with finding finances to cover another bond, cost to hire removalist and any other cost that may arise with moving, plus completing Ingoing and Outgoing Condition Reports that if done correctly take quite a bit of time up. Tenants deserve to have some stability in their lives.

Inspections

Currently an inspection of a property can be carried out every three months. I believe this is too often and should be reduced to a maximum of one inspection held within/every six months. If at an inspection an issue arises, then the landlord should conduct a follow up inspection due to the issue that requires reinspection.

Owning Pets in a Property

This is one I am very passionate about as I have seen in my previous field of work how much support a pet can be to a person, it can be a lifeline, along with my own experience of how much comfort a pet provides. On the flip side, I have also seen what damage pets can cause.

Unfortunately, tenants who do wrong through neglectful pet ownership, have made life hard for tenants who do the right thing. I understand why a landlord will overlook a rental application due to

an applicant having pets or approving pets at their rental property. The property is their investment and they do not want any damage or issues that arise from a tenant's pet and to be left with the cost or devalue to their property.

However, there needs to be some type of balance found that allows a tenant to have a pet and a landlord to have protection from a tenant's pet.

Responsible pet ownership should be followed by anyone who owns a pet, however this is not the case. Each state and council area have their own regulations with different types of pets, I believe if a tenant has or would like a pet, depending on what type of pet, the pet should be desexed, such as cats, dogs rabbits etc by a certain age. Desexing a pet significantly reduces unwanted behaviour. I believe a tenant must meet any state/council regulations & conditions and provide evidence stating so. On top of this, I believe an agreement on top of a standard tenancy agreement should be signed to cover more in-depth issues that may arise from having a pet and what a tenant could be held responsible for due to having a pet. Along with this, I believe that a bond should be paid to have a pet/s, with the amount dependent on the number of pets. The tenant should also provide evidence that their pet is treated regularly for pests.

I believe a landlord should not be able to overlook a rental application due to applicant owning a pet, or be able to refuse a tenant having a pet, as long as all conditions & regulations are met by the applicant/tenant and/or there is no legitimate reason a landlord may say no, such as strata by-laws.

I believe tenants should have to clean any carpets yearly or/and at the end of a tenancy if a pet is inside. Pest spray a property if pests such as a flea infestation occurs and/or have the property pest sprayed at the end of a lease.

Pets are the only family some people have; a pet can be someone's reason to get out of bed. A pet may be security for vulnerable people, such as escaping domestic violence. The list goes on and on to what benefits they can provide a person. A pet may be the only reason a person may smile.

Obviously, there would have to be some type of limit on a reasonable amount of pets one could have in a leased property.

Rental Affordability

I believe this is a bigger issue than just saying a property's rent is too high, this is an issue the government needs to look into and come up with ideas to help with housing affordability in general. As we all know, housing affordability and availability in NSW (Australia really) is shocking.

I believe a landlord should have the right to increase rent to what is reasonable or what the market rent demands, as long as this is carried out in a correct manner. E.g. no more than one rent increase per every 12 months for current tenants and/or not being able to issue a No Grounds Notice to a current tenant only to move a new tenant in that pays a higher rent. The property is a landlord's investment and if they can, they should be able to make as much as they can from an investment, I recognise that the landlord will also have increases to their finances as well, such as larger mortgage repayments etc.

This is an issue the government needs to step up on and support a larger demographic with cost of renting and come up with new and fresh ideas to help its citizens. There are many ideas out there the government can investigate.

The government could look at incentives for landlords, such as maintaining tenancies for a length of time, the longer a tenancy is held the greater the incentive, being reasonable with rent/rental

increases, I am sure they could allow tax incentives or some kind of payment for landlords that are fair to tenants whilst giving tenants more stability.

Thank you for allowing me the time to voice some of my ideas through lived experience both personally and through worked experience to make fairer changes and improve NSW Rental Laws.

Regards, [REDACTED]