

**From:** [REDACTED]  
**To:** [Residential Tenancy](#)  
**Subject:** Improving rental laws NSW  
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I have completed the survey ([Improving NSW rental laws | Have your say NSW](#)) and have the following additional feedback.

Your survey does not engage with another problem: **a key problem is end of leases and refund of bonds and bad RE agent behaviour** (acting in bad faith in relation to tenants either at end of lease or for repairs during the lease).

**End of lease cleaning in particular is an issue and it affects MANY renters.**

In every place I have ever rented I've paid rent on time, looked after the property, and cleaned it to a v high standard at end of lease. And for the past 40 years I was refunded bonds quickly, without fuss, or claiming of excess charges for supplementary cleaning. But now, twice in the past 3 years, I have had two successive agents act in bad faith. I have checked google reviews and learnt that MANY other tenants had the same problem I did.

- The agents object to the state of the property and demand further cleaning. But the property is either the same condition it was in at the lease commencement, or better.
- The agents then hire "professional cleaners", who do "unspecified end of lease cleaning", nothing is itemised, nothing is time costed, and the bills are for several hundred dollars. The invoices are by small operators and I wonder what relationship there is between cleaner and agent.
- The agents waste time with endless calls and emails, wearing a tenant down (who right at that moment is extremely vulnerable: attempting to gather funds for a new bond for the new property).
- Even if the bond is eventually returned, the agents will ensure, out of pettiness, that the bond is not returned until the last possible moment (ie 14 days after a claim is made to RBO).

**The tenant is faced with a dilemma when agents act in bad faith:**

1. Agree to being ripped off, but getting most of the bond back quickly. (We just give the agent unjustified moneys for illusory cleaning, rather than fight in the Tribunal).
2. Object, face a delay of months for a Tribunal hearing, before potentially having all the bond returned, but much later, well after they really needed the money.
3. If the Tribunal finds the agent acted in bad faith, there is no recourse and no punishment. Yet the tenant has suffered months of financial anguish. For nothing.

**What is happening now is a total subjugation of the rights of tenants by greedy agents/owners who do not care in the slightest the societal damage they are inflicting on hard working people who lack the resources to hold bad faith agents to account.**

**SUGGESTIONS**

1. Reform bond refund law. Whenever an agent claims additional money for cleaning they sign a stat dec the cleaner is unrelated to them; the invoice must be time costed with a detailed description of work for each 15 min block; the invoice must be dated and signed.

2. Agents who are found to provide non conforming invoices or whom the Tribunal finds have acted improperly, will be listed on a publicly available register. Where agents engage in repeated bad behaviour, they face substantial financial penalties.

3. Change RBO procedures, so that when any party lodges a claim for the bond, **the other party has 5 working days to respond** (not 14!); if there is no response, the money is paid out.

**Note that none of the above reforms impact upon agents who act in good faith. I agree they do exist, but they are now very much an exception.**

**Thank you for considering my submission. I am happy to provide more detail for example the last two tenancy outgoing reports.**