

4 August 2023

Thank you for the opportunity to provide comments to the paper "Improving NSW rental laws consultation paper"

I am a landlord of multiple properties in NSW.

I would like to provide comments in relation to section 3 and 4.

### **Section 3 "Removing "no grounds" terminations**

#### **Q1. What is your preferred model for ending fixed term leases and why?**

ANSWER: My preferred model is the Queensland model. That is, the landlord does not need a reason to end a fixed term lease after the agreed term of the lease has finished.

#### **Q2. Are there any other specific situations where a landlord should be able to end a lease?**

ANSWER: Other situations should include the following:

- a) If by the landlord's or the agent's assessment that the tenant fails to maintain the rental property in a clean and tidy manner;
- b) If by the landlord's or the agent's assessment that the tenant has been in breach of by laws multiple times, especially hanging clothes in the balcony or piling boxes and unwanted things in the balcony

#### **Q3. What would be an appropriate notice period for the five proposed reasons (and for any other reasons you have suggested)? Why is it reasonable.**

ANSWER: As mentioned in Question 1 answer, the writer firmly believes that the landlord should not need a reason to end a fixed term lease after the term expires. However for any rolling leases, the landlord should only need to give tenant 30 days notice to terminate the agreement. (For rolling terms, 30 days should apply both ways. That is, a tenant can decide to vacate after serving a 30 days' notice to the owner. Vice versa, the landlord should only need to inform the tenant with a 30 days notice and ask the tenant to vacate.)

#### **Q4. What reasons should require evidence from the landlord? What should the evidence be?**

ANSWER: A rental arrangement is a contractual arrangement with mutual consent. If the fixed term has expired or if the lease is on rolling term, I do not understand why the landlord is obliged to give reasons to request the tenant to leave provided a reasonable 30-day notice is served.

Sometimes the tenant does not maintain certain hygiene or cleanliness to the property, it causes serious stress and mental debilitation to the landlord. Is the Government going to ask the tenant to compensate the landlord for all the mental stress it causes just because the owner refuses to provide reasons to ask the tenants to leave? Even if the government asks the landlord to go to Tribunal to explain why the landlord does not want to extend the lease to the existing tenant, has the Government considered the stress, time and money it causes to landlords??

## **Section 4 “A new model for keeping pets”**

**Q6. Is 21 days the right amount of time for a landlord to consider a request to keep a pet? If not, should the landlord have more or less time?**

ANSWER: If a tenant wants to keep a pet, the tenant should ask the landlord's permission upfront upon the time when he applies for the rental property. It will be up to landlords accept or reject the request. If the landlord accepts the request, the landlord has no right to evict the tenant later on the basis of the tenant keeping a pet. If the landlord rejects the application as the landlord does not want a pet, the landlord should have absolutely every right to do that without any explanation. As you quoted in your paper, Australia has the highest rate of pet ownership. So the landlord who refuses pets will have to consider his own risk of not being able to let out the property. If the owner dare to risk potential financial loss and still does not want a tenant to keep a pet, why would the Government want to force it upon landlords? The tenants have rights, so have the landlords.

If the situation is the tenant has already moved into a property. During the lease period, the tenant wants to keep a pet and asks the owner's permission. The owner has absolutely every right to accept or reject the request. The owner should be given 30 days to respond to the tenant's request. If the owner rejects the application, the tenant has no right to keep a pet. If the tenant secretly keeps a pet, the owner can evict the tenant immediately and use all the bond money to clean the property.

**Q7. What are valid reasons why a landlord should be able to refuse a pet without going to the Tribunal? Why?**

ANSWER: The question is totally biased in favour of tenants. A landlord should be able to refuse a pet without going to the Tribunal. Why would the government force a landlord to go to the Tribunal just because the landlord does not want a pet in his property? What rights does the government have to force landlords to accept pets in the landlord's own property? It causes time, money, stress and mental health for the landlords to attend a Tribunal and the landlord has done nothing wrong. In the same instance, will the Government implement rules that employees can bring pets to workplaces anytime and the employer cannot refuse? If this is a democracy society, the Government should have no right to impose this kind of request on the landlords. The Government has no right to force the landlords to like pets when some landlords simply do not like pets.

**Q8. Should the Tribunal be able to allow a landlord to refuse the keeping of animals at a specific rental property on an ongoing basis? Please explain.**

ANSWER: See my response to Q7. Again, I would like to emphasise that the landlord bears the financial burden if fewer (or even no) tenants apply for the property just because the landlord does not allow pets.

**Q9. What other conditions could a landlord reasonably set for keeping a pet in the property? What conditions should not be allowed?**

If the pet has soiled the carpet, scratched the wall / fittings / furniture, 90% of the time the bond will not cover the costs. What guarantee is the Government proposing so that the landlord will not be out of pocket to rectify the property? Perhaps the Government should consider a bank guarantee of at least \$10,000 in favour of the landlord. The Government can keep this bank guarantee in a trust or bank and the landlord can only claim it upon the request to rectify or restore the property to its original condition. And if the amount of bank guarantee is not enough to restore the property, the Owner has absolute right to claim the insufficient amount from the tenant as debt. All debt collection costs will be borne by tenants.

Yours sincerely