

Submission: Improving NSW Renting Laws

I started renting when I moved out of home and will likely be a renter for the rest of my life, after being locked out of the housing market. I am currently renting a house in northern Sydney with my partner and 2 other co-tenants. I have asked for my name to be withheld because tenants in NSW who speak out or enforce their rights usually face severe consequences and lose.

We need rent caps now to stop unlimited rent increases. The proposals in the consultation paper do nothing to address the core issue of insecurity and unlimited rent increases. Renters are increasingly aware that we have been locked out of the housing market and will be renting for the rest of our lives. Renters should not be treated as second-class citizens. We need a rental system that recognizes housing as a basic human right.

- 1. Rent caps to stop unlimited rent increases**
- 2. End unfair evictions**
- 3. Protect personal information and privacy**
- 4. Improve condition reports**
- 5. Better bond**
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- 7. Outlaw informal or unofficial backlisting**
- 8. Establish licensing system for landlords**

1. Rent caps to stop unlimited rent increases

There should be fair limits on rent increases in NSW tenancy law. Rent increases need to be capped in line with CPI like the model used in the ACT.

Housing is an essential service. Having a secure, safe, affordable home is vital to ensure a decent life. There are other essential services – energy, health, education and more – where cost is regulated to ensure the service is accessible for everyone. Fair limits on rent increases and rent setting should apply in rental housing too.

From 2022 to 2023 I was renting a bedroom in an apartment in Western Sydney for \$280 a week. Another tenant and I were given a no-grounds eviction notice of 10-days after refusing a rent increase. The landlord claimed that the market rate for each room would be \$350 to \$400 a week. I was unable to afford this sudden and unexpected increase. Increased rents have caused me significant financial stress. I often feel that it

is difficult to afford food and other cost of living expenses as most of my income is paid in rent. The high cost of rents and rapidly rising rents makes it difficult to save or make long term financial decisions. Knowing that my rent can be increased by an unlimited amount at the end of a fixed-term lease makes it difficult to plan beyond 6-12 months.

2. End unfair evictions

Renters need homes that are stable and secure. Renters deserve to live without fear of unfair 'no grounds' evictions from our homes.

All renters should be provided with a valid reason for ending a tenancy. Landlords should be required to provide a reason to end a rolling (periodic) lease, and a fixed term lease after the end date.

'The property will soon be sold' should not be added as a ground for eviction.

In 2023 I was given a no grounds eviction from my landlord providing 10-days notice to vacate. I knew that this was not right but felt that I was unable to challenge this unfair eviction as the landlord lived in the unit in which I was renting a room. I was fearful that without a positive reference form my landlord I would be unable to secure a new rental in a difficult rental market. I was paying \$280 a week in rent for the room in Western Sydney. The landlord told me that market rent would be \$350-\$400 for the room. I was unable to afford this sudden and significant increase that would make it difficult for me to afford food and rising cost of living expenses.

Finding a new place at short notice in the current Sydney rental market was extremely difficult and caused me a great deal of stress. The stress from this unfair eviction negatively impacted my ability to focus on work and complete my studies. I was fortunate that a family member let me move my things into their property and stay with them until I could find another rental.

After evicting me the landlord evicted the other tenant who was paying \$270 a week for a room with 10 days notice. I knew this eviction was not right because the tenant was only half-way through their fixed term tenancy that did not allow for an increase. The landlord claimed that they would be moving out of the apartment to rent the entire apartment to a new tenant for market rate. After the other tenant left the property, the landlord advertised both rooms for rent on a short-stay website for \$350 each a week.

The other tenant and I knew that this was not right but complied with the eviction notice. We felt that we had no choice. There is very limited support available to tenants to enforce our rights, the rental market is extremely tight in Sydney making it difficult to obtain a new rental without a positive reference from your previous landlord. We were fearful of having our bond taken as the landlord never lodged the bond with NSW Fair Trading.

3. Protect personal information and privacy

There should be strict limits on the information that landlords, agents, and private companies are able to collect from prospective tenants. I believe that pay slips, identity documents, rental ledgers, and references provide sufficient information to assess applications.

I have been asked to provide bank statements with full transaction history despite already providing pay slips and references from my manager to confirm my income. I believe that providing bank statements with full transaction history is overly invasive and a breach of privacy.

In several applications I have been asked to provide an 'Australian Passport', I understand that this information is used to discriminate on the basis of nationality.

After applying for multiple rentals my personal information (identity documents, pay slips, bank records, contact information, and contact information of references) are now stored across hundreds of servers and computers. I am concerned that there are inadequate protections in place to protect my personal information from being misused or compromised. I am concerned that I will become the victim of identity theft and fraud.

There should be strict limits on the storage and use of personal information provided in rental applications. Landlords, agents, and private companies should have an obligation to report data breaches in real time and provide support to those impacted. Renters and applicants should have an easily accessible means to receive support and compensation if personal information is breached.

4. Improve condition reports

My agent has refused to use the standard form condition report from NSW Fair Trading. My agent edited the form to delete the section to collect comments from the tenant. My agent refused to provide copies of the photos that the landlord had taken and said were attached to the condition report.

Agents and landlords should be required to use the standard form condition report from NSW Fair Trading and provide all photos and video attachments in the report.

An online platform should be established to facilitate the lodgment of condition reports and make it easy for photos and videos to be attached. Handling condition reports on paper-based forms, pdf, and email is complicated and creates opportunities for evidence to be disputed.

5. Better bond

A compulsory portable bond system should be implemented but does not address the major issues with the bond system.

The bond system should be changed to ensure that:

- all bonds are lodged through RBO
- a tenant has the right to claim their bond through Fair Trading without threats of reprisal from the agent/landlord
- ensure that claims are processed efficiently and fairly
- interest on bond money is paid at market rates to tenants

Renters need stronger rights to ensure that claims are fair, and their bond is not stolen or misused. Landlords have pressured me to allow them to handle the claim for refund of bond money process. Landlords have pressured me to accept their claims on the bond without evidence of repair costs.

In the current system the tenant's bond money is essentially viewed as the landlord's money. When I made a claim for a bond through NSW Fair Trading the agent and landlord contacted me multiple times demanding that I withdraw my claim and threatened me if I refused.

In one instance a landlord demanded a cash bond from me and refused to lodge with Rental Bonds Online. I felt powerless in this situation despite knowing that the landlord must offer to lodge through Rental Bond Online.

RBO should be redesigned to facilitate payment, claims, and return of a bond from multiple co-tenants, in recognition that co-tenancies will continue to increase as the rental crisis worsens. The current Rental Bonds Online platform is not set up for agreements with multiple tenants. Where there are multiple tenants, only one tenant can

access RBO. This means that co-tenants must resolve the bond between themselves offline.

6. Right to pay rent for free by electronic means

One of my landlords would only accept payment in cash. This was highly inconvenient and time consuming. They refused to accept payment by electronic means because they were not declaring their rental income to the ATO and did not want to have an electronic record.

7. Outlaw informal or unofficial backlisting

Agents are using informal or unofficial blacklists to skirt the regulation of tenancy databases. Services like TICA's Virtual Manager that allows real estate agents to be notified when their tenants apply for other properties, infringing on tenant rights to privacy. They effectively operate as an informal or unofficial blacklist undermining the regulation of legal tenancy databases. These services and practices should be made illegal.

8. Establish licensing system for landlords

Housing is an essential service. Providers of essential services including healthcare, education, childcare and even private businesses must comply with licensing and registration schemes. Establishing a licensing and registration scheme for landlords would provide the opportunity for basic training, quality control, and some transparency. A licensing system should require landlords to demonstrate that they have sufficient cashflow to cover maintenance and repairs costs required to provide housing, sufficient insurance, knowledge of their legal obligations, property maintenance history, and past dealings with the tribunal.