

I have already submitted my answers to the on-line survey re your Governments commitment *“to make renting in NSW fairer and more affordable and to provide more protection for renters,”* and not surprisingly I noted that the sole beneficiaries of the proposed legislative changes to the Tenancy Act are for tenants only. There is nothing in your proposals that are of any benefit to private landlords.

The facts are: State Governments can not supply sufficient housing to meet the needs of the ever increasing numbers of renters requiring homes.

Housing investors aka. private landlords, are the very people to whom State Governments rely upon to help fill the void created over many years by the ineptitude of both sides of Government.

With those important facts in mind, a responsible State Government should be encouraging housing investors to make available their additional homes, not discouraging them by introducing more and more detrimental rental reforms.

Your proposal of *“requiring a valid reason to end a tenancy”* so as to *“provide renters with greater certainty to build their lives in a rental home and to know when and why they can be asked to move,”* as well as proposing *“a model for allowing renters to more easily be able to keep pets,”* when legislated, will serve to further undermine important control/s that all private housing investors need.

Your survey questionnaire was an amateurish attempt to create a “balanced” rental reform package, with its questions and answers of choice so badly structured that those with a minimal knowledge of the rental world would regard your attempts to justify additional law reforms as an exercise in futility.

## **Amending landlords’ ability to end a lease without a reason.**

These are your reasons for change: *“No grounds evictions provide a loophole for dodgy landlords who want to avoid their responsibilities or put profits ahead of the well-being of their tenants.”*

*Under our current laws, many people who are renting live in constant fear of receiving a no grounds eviction notice if they ask for repairs, try to negotiate a rent increase, or simply because an agent or landlord doesn’t like them.”*

My comment: No ground evictions provide the landlord with a mechanism to end a lease amicably without the unnecessary need to seek support for this decision from a Tribunal Adjudicator.

There are no accurate records kept of how often and/or how many landlords have used this mechanism to end a lease. Estimates have the percentage of within the range of one percent to eight percent.

The only tenants who might be living “in constant fear” of being evicted are rogue tenants who regularly and intentionally disregard their legal obligations as set out in the Rental Agreement.

Should a tenant who is the recipient of a ‘no reason termination notice’ believe that they are being evicted for retaliatory purposes, they have the legal right to contest the Notice by taking the matter to Tribunal.

The following is a list of organisations and individuals who support the removal of ‘no reason terminations’.

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[REDACTED]

Many in that list are either radicals, Communists, or Socialists who believe in the housing theories of Karl Marx. It is they who are spreading misinformation, creating or exaggerating situations of tenant hardship, in their attempts to force Government policy change.

You, as a Government, have responded by unjustifiably giving tenants greater rights with no additional obligations, responsibilities or penalties. You are creating an unbalanced system whereby unscrupulous renters can take full advantage of the hamstrung landlord and the rental property itself.

Landlords are now the very people 'living in constant fear' of having rogue tenants who suddenly decide to stop paying their rent, abandoning or damaging their properties. It is not the tenant who has the greatest long term burden in financial property investment upkeep, together with associated responsibilities, it's the property owner. There is no private landlord assistance from Government in this regard with case records clearly indicating that Tribunal Adjudicator decisions unfairly favour tenants.

Irrational renters are a fact of life but if you listen only to tenancy advocacy groups, who never directly deal with landlords, you'd believe otherwise.

It is the biased Government funded tenant advocacy groups who argue that all tenants are poor, underprivileged, unprotected and always taken advantage of by 'unscrupulous landlords'.

You, as a Government, are being overly influenced by these radical advocates who are pushing their political agenda well ahead of the tax payer funded services expected from them.

The law abiding, good tenants have nothing to fear from their landlords and do not require your drastic changes to the Tenancy Act, or any additional protections as proposed by you.

Private landlords do not want high tenant turnover. The vast majority of renters meet their commitments and obligations. They are valued by the housing supplier and rewarded by way of rents kept below market value. Your proposed changes will create a greater empowerment to tenants with a direct and immediate unbalance between both parties.

Your paper brazenly states this: *"Here are three options used in other states and territories:*

*1 – The Queensland model. The landlord does not need a reason to end a fixed term lease after the agreed term of the lease has finished.*

*2 – The Victorian model. The landlord does not need a reason if they end a fixed term lease after one term. But if the renter stays for additional fixed terms, then the landlord must have a reason to end the lease.*

*3 – The Australian Capital Territory (ACT) model. The landlord needs a reason when ending any type of lease"*

You intentionally failed to mention the Western Australian Government who refused to abolish 'No Ground Terminations.' You also intentionally failed to mention the predeceasing Liberal Government who also refused to make the changes that you currently are seeking.

The State Governments that you did refer to are directly influenced by the Greens Political Party. None have realised any improvement in their respective rental world crises. Each of them have become decidedly worse particularly the Victorian Government with their Tenancy Tribunal system hopelessly overburdened with new cases waiting to be heard.

When your proposals become legislated, the New South Wales rental system can expect similar consequences.

The use of 'No Grounds Terminations' does not imply that the tenant has breached the Rental Agreement. There can be a multitude of reasons why the landlord needs to recover the rental premises. Some of those reasons could be private, personal reasons that the landlord does not wish to disclose or to be discussed. The "No Ground Termination" fits in nicely and the exact vacate date can be negotiated with the tenant.

Housing investors surely have the right to end the tenancy using this lawful manner to do so. After all, the premises belong to the deed holder. Tenants and/or Government should not be able to dictate to the home owner how and when the rental property can be recovered by the owner in instances when the lease term has expired.

## **A new model for keeping pets.**

Forcing landlords to accept pets is not the way to go. Not all rentals are suitable for pets of the four legged variety. The landlord is the best person and should be the only person to determine that.

A 2022 survey conducted by Propertymark in the United Kingdom found that 85% of rentals were damaged by pets with 57% of those landlords not being able to recover the damage rectification costs. If you conducted a similar pet damage survey in New South Wales, you'd be sure to get similar percentages of rental damage caused mainly by dogs and cats.

In your Government's proposal there is no mention of the introduction of pet bonds or increased rental bond money to cover the likelihood of damage caused by pets. Contrary to what many pet lovers will tell you, all pets cause damage.

Landlords would prefer no rental damage at all as opposed to being compensated for damages caused. Tenants are only required to return rental premises in a condition similar to that when they first took up residency.

Your Government needs to fully understand landlord costs associated with pet damages. Landlord Insurance policies don't cover these costs.

Damages caused by tenants and/or children are one thing. Pet damage is entirely another thing that many landlords should not have to accept, and certainly don't want forced upon them by Governments or Tribunal Adjudicators who are of no assistance in recovering pet damage costs.

A separate pet damage bond, paid by tenants, would assist in this regard, but again, only for those rentals that are advertised as 'pet friendly'.

It never fails to amaze me how tenants and tenant advocates cry poor when it comes to rising rents being charged, but when it comes to insisting on having pets in the rental, expensive pedigree animals, pet food and veterinary costs are no financial obstacle for those same tenants.

Finally, allow me to remind you that the current rental crises will never be rectified by vilifying and punishing private landlords. Governments here in Australia and around the world are conveniently using landlords as their scapegoats to conceal the fact that their Government has failed in its obligation to house their citizens.

In most markets there is a distinct and worsening shortage of rentals as property investors cease being landlords, either by selling their properties or withdrawing them from the rental pool. There are a variety of reasons for the exodus with detrimental rental reforms being one of the main reasons.

You seriously need to rethink about the consequences you are causing by systematically removing the controls that any landlord should have in relation to properties they are willing to make available as temporary homes to strangers.

The associated risks far outweigh the relatively low rental yield returns and in many cases the landlord is at a financial loss at the end of a tenancy.

You will never encourage new housing investors to enter the market or to offer their properties to renters if all you can do as a Government is to try and harvest votes from desperate tenants by making renting conditions for them better at the expense of the very people who are providing alternative housing.