

8th August 2023

Star Realty Maitland – Response to improving rental laws

Q. Require reasons why landlords can terminate a lease.

- A. Non-payment of rent and invoices – self explanatory
- B. Abusive and obstructive behavior toward landlords, agents and surrounding neighbours – self explanatory
- D. Non-compliance of basic cleaning both internally and externally – self explanatory
- E. No Grounds termination – see notes below *
- F. Failure to control pets (noise, smell, damage, evidence of inside living) see below.
- G. Landlord to complete renovations – self explanatory
- H. Property unfit for habitation – self explanatory
- I. Drug use- self explanatory
- J. Sale of the property – self explanatory
- J. Landlords require the property for habitation by a family member – self explanatory

*Landlords require some form of control over their property or they will look to other forms of investment. We recommend retaining no grounds termination with an increase to 120 days. This is a sufficient enough period in which tenants with good history would find alternate housing. Should a no grounds termination be abolished our investors indicate they would look to offload their properties and look elsewhere for investment opportunities.

This would lead to a reduction in available rental property resulting in increased demand and dramatically increased rental prices. It is also noted (Australian Bureau of Statistics) the percentage of persons homeless to those who rent is approx. 1%, the majority of whom are homeless due to their past history, this is evidenced by the poor quality of applications and reference's we receive, some from whom have been evicted from compass housing. So no matter what conditions are placed on landlords these numbers will remain stagnate or increase due to additional restrictive landlord conditions. Feedback intimates that the Government should be doing more in building more affordable housing.

Overall, we fear additional restrictions on landlords will make it more onerous for the 2.6 million tenants who do adhere to current terms and conditions to gain a rental property.

Q. Make it easier for tenants to keep pets

We agree that tenants require an easy pathway to keep pets. Based on past experience and the ability for agents and tradespeople to complete inspections we would recommend with the following conditions.

- a. Limit the number of dogs/cats to 2 in total
- b. Landlord retains the right to allow outside pets only

- c. Limit the breed and size of the dog for safety reasons
- d. An additional pet bond of \$1000- be imposed
- e. Ability to assist Neighbours regarding consistent barking and control of cats within set boundaries.
- f. Exclude reptiles of all types (smell and agents emotional safety)

Q. Protect renters personal information and privacy

We agree tenants personal information is to be keep secure. We recommend archived and current unsuccessful applications be professionally destroyed. We foresee exposure of tenant records where they use a third party such as Ignite and Snug.

Q. Easier to transfer rental bond

The transfer of bonds to one property to another in the majority of cases is unachievable as claims on bonds are becoming more common. Any change to current procedures will result in a financial risk to landlords. We do not recommend any change to current procedures.

Q. Fairer in other ways

1. Unfair on both renters and landlords - We believe the restriction to increase rents annually is influencing large rent increases. When reviewing rents landlords/agents are forced to not only calculate current rent but also forecast the next 12 months movements. We would recommend rental increases be allowed at 6 monthly intervals.
2. Unfair on Landlords – Currently unpaid invoices cannot be claimed after a 3-month period. A Landlords course of action is to either suffer a loss or terminate the tenancy and apply for an NCAT hearing. Tenants are responsible for their outstanding invoices, we recommend deletion of the 3 month period and landlords be allowed like any other business to control arrears by implementing a debt control system and or termination when the arrears are considered too high for a tenant to manage.
3. We suggest the committee also consult with financial institutions and insurers for their feedback prior to any changes being implemented.
4. Head Lease tenancy – Landlords require no grounds termination as the landlord has no control over whom the head lease holder installs into the property.
5. NCAT hearings – We note that the wait period for a hearing is currently around 3 weeks putting landlords at a higher risk of financial loss. We believe any change to no grounds termination will result in a further blow out to NCAT hearing wait times.