

Dear Minister,

**Landlord with three properties held in personal names**

**EMAIL ADDRESS MUST PLEASE BE WITHHELD FROM PUBLICATION - SUBMISSION MAY BE PUBLISHED ANONYMOUSLY.**

**You may reply to this email address with any questions about the submission.**

Lease termination:

1. QLD model : no reason is needed to terminate after end of fixed term. There may be circumstances that have not been thought of yet or that would be included in laws eg tenant affordability reduces, want to increase rental income but rental increased for existing tenants are capped and would not be for new tenants, etc.

2. Additional reasons:

a. tenant affordability reduces

b. market rent has increased a lot, for example interest rates have risen substantially, and there is a rental cap in place. So landlord can only get higher rent by getting new tenant in

c. tenants neglecting cleanliness and maintenance of property

d. tenants pets causing disturbance eg noise to neighbouring properties and tenant cannot control/manage their pet

3. provide the same current 30 days' notice period as for other reasons. This keeps rules simple and consistent and none of reasons require additional notice.

4. The property belongs to the landlord. No reason should require evidence eg landlord moving in and then not letting for 6 months may be due to landlord renovating main home which could take less than 6 months. Why should landlord then not be allowed to rent the property out if the work is scheduled to finish in less than 6 months. There is such a variety of circumstances that it is hard to apply a blanket rule that will make it fair and capture all circumstances

5. No. There is such a variety of circumstances that it is hard to apply a blanket rule that will make it fair and capture all circumstances

Pets:

6. No. request 30 days so can request additional information to understand appropriateness of size and age of pet for property eg large dog in small home, would not be appropriate

7. QLD regulations are good and should not require going to Tribunal. Gives balanced rights to tenants and landlord

8. Yes eg if there are council or neighbourhood restrictions. If rental property is located near reserve with native animals having eg barking dog could disturb/harm native animals. These council/neighbourhood rules are unlikely to change so decision not to allow pets should be done once. More time efficient and less costly for landlord than having to apply yearly to Tribunal.

9. Keeping the animal outside does not guarantee that it won't be allowed in the home without the tenant notifying landlord or the agent that they have done that. This is something hard to see when doing a routine inspection of the property.

Additional conditions:

- Tenant will have to pay for any damages caused by animal eg damage to fixtures and fitting, scratches to walls, architraves, need to replace carpets etc even if this damage exceeds the bond
- Tenant will be responsible for any damage to neighbourhood properties from the animal with no limit on damages payable
- Total number of pets kept at property cannot exceed 2
- Tenant needs to manage noise/disturbance from pet so that neighbours enjoyment of their property is not affected. If landlord gets complaints from neighbours about tenants pets needs to be recourse to remedy the situation
- Tenant cannot use the property to breed more animals

Personal info

10. Yes the list is OK, for proof of ID as long as either a current driver's license or passport is at least one of the documents. No the list is not OK for ability to pay and suitability. As a landlord, you need to ensure that tenants can afford the rental and sometimes you need multiple different sources of proof of current income to validate that eg payslip, centre link, bank account, etc. Limiting the information tenants supply will make it harder to assess their ability to pay and potentially then force the landlord to refuse the application due to the uncertainty of this. For suitability as landlord, you need to ensure your property will be looked after and not damaged. Different types of references are generally biased so cannot be relied upon solely and if these are the only information provided because information is limited, again the landlord may be forced to refuse the application. Limiting the information is not the solution to protect the tenants. It is more important to focus on how the information can be securely captured and stored and disposed of after an appropriate time.

11. Yes I have concerns. For suitability, there should be the ability to contact the previous renting agent to get information about the previous tenancy not only if the bond was refunded. There should also be the ability to check TICA. Also any information provided should be able to be linked to the prospective applicants ie bank statements cannot have the account name redacted nor should dates be redacted – shows currency of information.

12. Support the use of a standard form as long as it covers all the possible items of information that could be required by landlords to assess the application.

13. No. The renting agent will be meeting the tenants when they inspect the property so can anyway relay the same information that is trying to be limited, to the landlord.

14. Yes, to the extent that it does not limit landlord's ability to assess the prospective tenants' identity, suitability and ability to pay eg to assess tenancy applications for other properties in the future but only if the renter agrees to their information being used for this

15. They should be told that it will be used to verify their identity, ability to pay and suitability for the rental property. Their contact information may also be used if maintenance needs to be done on the property and the tradesperson need to contact them about timing of access. The tenants' information should only be used in relation to the rental. Agree that renters should be told how and for what purpose their information will be used.

16. Yes. Respect privacy of renter information. There is a question of the cost associated with this increase security of information – who would cover the additional cost to the real estate/managing agent? If it is the landlord, as likely to

be the case, then the landlord should be allowed to increase rents to accommodate for that. Otherwise it will eat into the landlord income, more landlords will leave the market, leaving less rental stock and higher rents.

17. For successful applicants for at least 1 year after the tenancy has ended so that any post-lease issues can be addressed. For unsuccessful applicants for 6 months after application was refused to enable real estate agent to try find them other more suitable accommodation.

18. a) Agree that renters should only be able to view their information.

b) agree that corrections can be requested to be made by the holder of the personal information as long as the requested change is supported by valid, official written documentation. This is to prevent fraud, misleading information being recorded on the system. Only the official holder of the renter information should be able to make any corrections to stored information. Where a property manager is involved, they are the accountable party to correct tenant information based on a valid request.

19. No, didn't know ADMs were used for rental applications. The applications require at least human oversight.

20. The ADM developer should be able to demonstrate no bias in the program and regardless of whether an ADM is used a human should always review the applications that were exclude to ensure the ADM did not make a mistake

21. Maximum 7 days and the tenant should not be able to start the lease/move into the property until the full bond has been received by the new landlord. If this is not received, the landlord must be able to immediately terminate the lease. Otherwise, the new landlord has a major risk that the tenant doesn't pay the full bond, the tenant has commenced the lease and potentially will not pay the full bond and what recourse would the new landlord have if the tenant damages the property and there isn't enough bond because the tenant never paid the full amount.

22. If the tenant does not top up the bond within the agreed time, the government should provide a guarantee to the landlord for the government to pay it to the landlord and the government can then claim it from the tenant. The landlord should not have to wear the risk, time and cost of having to chase the tenant for the bond given the government is the one that would be introducing this portable bond scheme. Terminating the lease will firstly not ensure that any damage caused is covered by whatever bond has been paid (likely to be minimal amount) and the landlord then has to go through a new process to get a new tenant, meaning loss of rent until a new tenant can be found. That would not have occurred had the full bond been paid by the tenant upfront.

23. The scheme is a bad idea as it introduces a very high, difficult to manage risk to the new landlord. It should not go ahead for any renters.

24. The scheme should not be put in place for any renters. See point 23

25. The scheme introduces a very high, difficult to manage risk to the new landlord. It should not go ahead for any renters until the government guarantees to pay the full bond to the new landlord and the government will recover this bond directly from the tenant. If the government guarantee in this way is not done, the scheme should not go ahead.

26. Yes, rental increases are a function of the suburb, the condition of the house and when the last rental increase for that tenant was put through, among other things. The rental increase has to be considered in the context of these to assess whether it is "excessive" eg a \$40 increase may seem excessive if done over one year but if no rental increase was made the past 2 years, it is not excessive. How is the government going to adequately capture information about the condition of the house and when last a rental increase has been made? How is the information going to be shared with the tenants for them to be able to determine if an increase is excessive or not eg what kind of suburb aggregation, over what period? The rental market can also move very quickly so if the rental demand has increased dramatically and there is short supply that results in higher rents being charged, something that would be considered excessive in low demand would not be excessive during high demand. Aggregating rental increases over periods of low demand and high demand would provide a misleading / confusing view to tenants.

27. The renting agent can show the tenants examples of other equivalent properties in the areas and what they are renting for and explain the basis of the increase. This is already done with our managing agents.

28. Yes, it is not fair for rents to increase more than once in a year

29. Yes

30. The way things are working now is fine. There is no need to change this

31. Yes, so renters understand what they are in for in applying for this property

32. They can be told when they ask for an application eg given an information sheet together with the application form

33. They should be told which services are part of the embedded network and which providers are being used for each service. Renters can they call the providers to find out more about the potential rates they would be paying.

34. Offer one free electronic payment solution

35. Yes, as long as there is an electronic payment method that is free to the rental agency and therefore to the landlord. It will not be fair if the payment method is free to the tenant but not to the landlord and that will inevitably end up in increased rates so that landlords can cover their costs

36. Yes