

Submission: Improving NSW Renting Laws

All renters need and deserve homes that are affordable, secure, safe, and feel like home. NSW renting laws should be reformed in order to make renting fair for the 1 in 3 people in NSW who rent our homes.

I moved from Melbourne early 2019

In 2020, the owner sold the property.

The house was split into three levels each level was a rental. The new owner gave two of the three tenants a notice to vacate. He gave unit one 60 days to get out and the Pandemic was still raging. He gave myself and my flat mate, on age care payments, 30 days. We applied to NCAT to help us as we could not find new accommodation during a Pandemic in 30 days. The tribunal was virtually shut down (NCAT had just lifted a 30 day moratorium on evictions and there was a transition period which real estate agencies took no notice of. NCAT set a hearing date 3 months out, this allowed us more time to find a new place during a Pandemic.

The new owner was furious that we got three months, so he moved into the top apartment and terrorized us telling us to get off his Property" he stalked, threatened, insulted and intimidated us,

. He stated that we had no rights and the Real Estate agent said "what the owner wants the owner gets" they gave us no support or assistance. Then, one morning

he physically assaulted me. I called the police it took two days for the police to come to the premises. The Police finally made a report which stated that, had committed common assault towards myself.

The new owner used the Real Estate Principal owner to get a hearing for a termination order. When we got the notification I put in an application for notice of breach of our right to peaceful enjoyment of our rental premises by intimidating, insulting, stalking and assaulting tenants.

organized a member who they knew personally and who would be favorable to the real estate agency.

This member broke all the rules. At a conciliation hearing, he not only abused the tenants (us) telling them to be quiet or he would make it very difficult for us, I took this as a threat, he was having a love fest between himself, asking them what they wanted and when they wanted it.

I complained vigorously in writing to NCAT. And made a separate application to deal with the breach of our peaceful enjoyment by assaulting me. We got again, he made sure he took this case on for agency.

The evidence was so clear that he had to make orders, that the owner had breached our peaceful enjoyment and we asked to have all the rent we had paid to him since he became owner reimbursed.

and again insulted and screamed at us.

I appealed his ruling and made complaints to NCAT as I believed in the regions the Real Estates Agencies are powerful and some NCAT members join forces to disadvantage tenants and diminish their rights. I am not a lawyer and I had no real help from other agencies. If for instance, had I known I could ask to recuse himself because he had openly displayed bias and aggression towards the tenants and favoured the real estate agents, I wonder how would have dealt with that, screamed at me and refused.

I had to pay \$400 to maybe get an appeal. We did get the appeal in the end

He was made to attend the hearing by himself, and he stated that he should not have to pay anything. The member this time said you have an order made against you, either you pay up or we go to an Appeal which is going to cost you more, so he paid up. Money wasn't his problem, The owner's behavior was that of a gangster and the real estate agents were supporting him, not us. wanted to prove that as an owner he had all the power, tenants do not deserve rights because they do not own the

property. There is resentment towards tenant rights by both owners and Real Estate agencies. They see the tenancy agreement as a "Master Slave contract" not a commercial agreement. During this time, I approached the _____ for help but they were so under funded and overwhelmed by the Pandemic. It was impossible to get through to them and they gave no assistance, even on the legal points and procedures regarding NCAT. The _____ in fact told us not to bother with the appeal and did not return my calls.

My point here is no matter what laws you make, no matter what rights tenants have, if institutions like NCAT do not uphold the law or support tenant rights then, those rights we have, are worthless. NCAT has been corrupted, especially in the regions. Many members are in the Real Estates pockets. After some investigation of _____, I also found out that he is a _____, these _____ cults have a strong presence in the _____ especially in the Real Estate industry. This is a hidden problem which is becoming a major problem for those who do not want to join these cults.

My thinking here is backed up by my next rental experience, the one we moved into after _____ and his assault on me. The next rental we moved into was equally a horror story. The owner again is _____ who owns land in NSW. We were dealing with the real estate agent _____. I was of the belief that if an owner uses a real estate property manager then we go through that agent, but the owner wanted to be involved in all inspections and to come onto the property whenever she wished.

The first thing we had to deal with was the neighbors who were very antagonistic towards the owner, we walked straight into a huge issue with a neighbor

_____. They had nothing nice to say about the owner to put it lightly. Then the previous tenant turned up to advise us of

the horror show she had with the owner. Saying
that the owner knocked back every request for maintenance.

Long story short, one day the owner turned up at the premises I was speaking with her and she began talking about her church and her religion. I cut her off and said that I was not a big fan of, what I believed were fake beliefs and cults. As you can imagine that did not go down well. the owner was trying to recruit me into her cult and I did not want to get involved. That was the beginning of a very rocky road and the real estate agent supported her as they were both members of the . Oh groan. turned up without proper notification I wrote an email to the agent and she replied that if wanted to go around her house at 6am she could. I reminded her that we needed notice of at least 24 hrs and between the hours of 8 am to 8 pm as per the RTA. Again, the tenancy agreement was regarded as a "master slave contract". We were at this premises for two years, still in the Pandemic but this time we were all vaccinated but variants were raging still, rents and moving costs were skyrocketing, so we did not want to move again. However, we had to in the end because she the owner just increase the rent We could not pay that much we were struggling . We refused to pay the increase and started looking for cheaper accommodation. When we advised the real estate that we would not pay the increase, and our 12 months lease was coming up, the real estate issued a termination notice . Our lease was up the real estate then advised if we stayed beyond we would have to pay the higher rent We had applied for three rentals which we did not get after supplying so much private information (I will address that issue in a separate section).

I contacted the Office of Fair trading twice about this issue. The first person I spoke with advised me that there was a section in the RTA section 110 which states that we did not have to pay the higher rent if a termination notice was given

because we did not sign a new lease until we vacated. The real estate also wanted us to give 21 days notice of when we would vacate after the lease ended. It states in section 110 of the RTA that we could move out anytime before the termination notice at anytime and no notice had to be given. I called the OFT again to check a point and the next person I got sounded like and said "no, no, you have not got a hook to hang your hat on, the owner can do as they wish, you have to pay the higher rent after if you are still there and give 21 days' notice" I said but what about section 110 of the Act he said that it was not relevant. I called the

tenancy law advocates, and they advised that paying the higher rent was a moot point because we technically have not signed a new lease and we don't actually have to pay the higher rent but if you don't do it, the Real estate agents might give us a bad reference to the new agent when they call for a reference check but that 21 days' notice was certainly not required if you leave before the date on the termination notice date, as per section 110 of the RTA.

We paid the rent at the higher rate so that we would not get an adverse reference until we found a place, we moved out . Then came the final inspection for the bond. We cleaned the house and Garden and it was a good job, however the Agent and the owner called us back twice stating that there was a speck of dust here and there and the one or two of the window tracks were not clean enough for them and until we fix this they would not release the bond as I had already applied to claim back my bond in full. There was also a leak which we had reported to the owner and the agents at an inspection at the beginning of the year. The owner flipped it off and said when there was another plumbing issue, they would deal with it then as it was a minor repair she said, but it got worse, and it started to damage her wooden shelves . In the agents, initial report, she stated that there was "a major leak and that we had not reported it to her." I sent an email stating that we had reported the leak, but the owner refused to act on it and that we would not be paying for any repairs. I also forwarded an email of me stating that should be fixed before damage is done. I got no reply but she did not push the issue. I told the agent in an email I sent that we would not go back there again and if she had an issue she should inform OFT and make a charge against our bond. She replied why are you talking about NCAT there is no need for NCAT we can work this out. I replied that there was nothing to work out. We also had to wait until she read the water meter to charge us. In the end, the finance section stated that we did not have to pay the higher rent just at the lower

We had already moved out and we got an email from the agent that
we had to clean
she wanted us to drive 30 klms to fix it or she would not release
the bond and she stated she would have to get a cleaner in
We did it took us 3 mins to clean

I went into the house and confronted

the agent and said that it was ridiculous that she had made us come there for a few specks of dust, I took pictures and said that we had had enough and that we would see her at NCAT if she did not release the bond immediately or at lease by the 14 days required. Our last rental where I was assaulted by the owner, could not complain about the condition the flat was left in because it was in better condition than when we first moved in, but they resented that they could not charge us any cleaning costs, they did try saying we would have to steam clean the more than 20 years old carpet and show them the receipt and we do not have a pet, I advised them that under the new rules we did not have to do that and if they thought we did they should tell the OFT this as we were not going to. did not notify the OFT bond section, when the 14 days were up, the bond was returned to us automatically.

The Real Estates are ignoring the RTA, they resent that tenants have rights, they want a "Master slave" contract and the regional NCAT members are bias towards the tenants and do not enforce Tenants rights. There is a large influence by cults inside NCAT in the regions. If we have a NCAT that is bias towards tenants and do not support or enforce our rights no matter what legal right we tenant have then those rights mean nothing if NCAT members override police reports or give no value to "peaceful enjoyment" then it is as if we have no rights unless the Real Estate Agencies and the owner say we do and that is the last thing they want.

We tenants need a NCAT that protects tenants right and is not corrupted by the all-powerful Real Estate industry, successive Governments have turned a blind eye to Real Estate practices because they provide large revenue from "stamp Duties" etc, this has to stop in order to make real change happen. At the moment, Real Estates are interpreting the RTA to suit themselves not tenants, they are also trying to offload all costs onto tenants if they can get away with it. All of these practices are leading to more and more homeless people sleeping in cars. Is this just another talk fest or is the new govt. going to actually do something. We need to re-work NCAT and screen members for their affiliations to real estate agents,

as well as their religious

affiliations

Our Data is not safe and not kept on secure databases, there is no proof of that other than what the Real Estate agents says so. In now, you have give all your details and ID to make an application to inspect a premises and if you check out you may be invited to inspect the premises. I asked one Real estate agent what they do with my data if my application was unsuccessful, and he glibly stated that he would shred my personal data. Did not believe him. Agencies in America sell personal data to advertisers and debt collectors. I wonder if they are doing it here as well? There seems to be no real safeguards at all that our data is secure.