Submission to NSW Department of Customer Service

Improving NSW Rental Laws Consultation Paper

About Disability Advocacy NSW (DA)

DA has over 35 years of experience providing individual advocacy to people with disability (PWD) of any age. The organisation services over two thirds of NSW, making it the largest individual disability advocacy organisation within NSW.

While DA has a presence in Sydney, it has a strong commitment to regional, rural and remote (RRR) areas in NSW. With local disability advocates – on the ground - in Western Sydney, Armidale, Bathurst, Broken Hill, Ballina, the Blue Mountains, Coffs Harbour, Dubbo, Newcastle, Central Coast, Port Macquarie, Tamworth, Gosford, Taree, Ballina – DA has firsthand insights and observations of the lived experiences of PWD and their families living in these areas.

DA's systemic advocacy draws on coalface information from clients, disability advocates, and the disability sector more broadly to identify and address emerging policy issues. In this submission, we focus on how the proposed rental law reforms will impact on the disability community.

Introduction

DA welcomes the opportunity to make this submission regarding rental law reforms in NSW.

The proposed changes presented in the consultation paper will undoubtedly affect many PWD, particularly those on low incomes. As we have discussed previously, they are among the most disadvantaged in the current housing crisis affecting Australia. Not only is there is shortage of affordable rental properties, but there is also a significantly limited amount of *accessible* rental properties. This can make finding a rental property that is both affordable and accessible extremely difficult. Additionally, PWD frequently face stigma associated with having a disability and a low income, creating another hurdle for PWD in the rental market.

The implications of these issues can mean that finding an appropriate rental property can take longer, and that PWD will often accept leaving in subpar conditions in rental properties because they are fearful of losing their rental property and entering an impenetrable rental market.

We therefore commend many of the proposed changes that grant renters more rights, as well as more security and stability. Many of our responses are informed by research conducted within DA. For more information, see our housing report at da.org.au/resources.

1. **If requiring a landlord to give a reason should apply just to periodic leases, or also where a fixed term lease is being ended.**

NSW should follow the ACT model and require landlords to provide grounds for ending a tenancy, in all instances, to ensure that landlords have fair and legitimate cause to seriously disrupt renters' lives.

With the threat of a no grounds eviction, tenants are reluctant to pursue maintenance or repair issues irrespective of whether they are in a fixed term or periodic agreement.

Numerous tenant advocacy services reported that renters will accept living in 'appalling and uninhabitable' conditions because as one Mid North Coast housing worker, Sarah*, described 'they don't want to rock the boat' and potentially lose their housing. It's even worse for PWD who have accessibility requirements (e.g., ramps, handrails etc), because as Sarah describes, in relation to accessible housing, 'it just doesn't exist'.

Tenants can and will spend years at a property on several one-year lease agreements rather than rolling over to a periodic agreement after their initial agreement ends. We anticipate that negotiating a new lease would be particularly appealing for tenants with limited incomes, since it locks in a fixed rent across the lease term.

An unexpected end of lease agreement can be worse for a tenant than a termination notice under a periodic agreement, as the landlord only needs to provide 30-day notice that they intend to terminate the lease, as opposed to 90 days.

2. **The list of prescribed reasons ('grounds') on which tenancies should be able to be ended.**

Prescribed grounds are necessary to ensure that tenants do not experience the hardship of being evicted without due cause. The prescribed grounds should be both real and serious enough to justify the displacement of the tenant.

We support the proposed new grounds for termination, *in principle,* and have no suggestions in terms of additions.

We have concerns that the grounds as they are currently described in the discussion paper are open to broad interpretation and may be used in a way that undermines the aim of the changes.

To prevent this, the landlord should have to demonstrate that they had taken serious steps towards realising the activities that form the basis of the new grounds, e.g., the landlord should not be permitted to terminate a tenant on the basis that the property will go through renovation that requires it to be vacant, without proof that the renovation is in the process of being effected, for instance plans being drawn up, and/or lodgement of the DA. Additionally, tenants should have the right to request evidence to support the grounds for the termination and be able to challenge the termination at NCAT.

3. **What would be an appropriate notice period for the five proposed reasons (and for any other reasons you have suggested)? Why is it reasonable?**

As much notice and as long as possible to allow the tenant to find another property. For PWD on low incomes, it can be extremely difficult to find a home that is both affordable *and* accessible. It is estimated that only 1% of rental properties are

affordable for people on low incomes. Adding issues of accessibility means that there are even less appropriate homes available to those on low incomes.

A potential way to manage these types of terminations would be for the Tribunal to determine a reasonable timeframe. This is similar to what already occurs in the case of long-term tenancies. The provisions for the termination of long-term tenancies in the *Residential Tenancies Act* 2010 NSW (The RTA) (s. 94) provide that the landlord must apply to the Tribunal to terminate the tenant, and that the Tribunal has the discretion to order when the property should be vacated, providing that the tenant is given no less than 90-days notice.

Four of the five proposed reasons to end a lease pertain to changes (e.g., renovations, demolition, change in use, prepared for sale) to at the property. Such changes generally involve lengthy processes for activities to occur. For this reason, a 90 days notice period appears manageable given then time needed to prepare organise changes made to a property.

In instances when a landlord, or their family to have a sudden change in circumstances that require them to move back into a rental property, we recommend that they will need to apply for termination under the existing hardship provisions (s.93).

Applying under the hardship grounds would allow the Tribunal to consider whether the landlord's hardship is sufficiently legitimate to justify the disruption of the tenant's occupation of the premises. It will also enable the Tribunal to determine an appropriate date for the tenant to vacate, as well as allowing the Tribunal to order compensation to the tenant for the reasonable costs incurred to vacate.

4. **What reasons should require evidence from the landlord? What should the evidence be?**

To prevent tenants from being unfairly displaced, landlords must demonstrate that they have legitimate reasons for terminating a lease and provide evidence. This should include both the grounds for the termination and the deadline for when the property must be vacated. We recommend the following:

- Like Victoria, evidence of home renovations/restorations/repairs would demonstrate that the reason is genuine. This could include a builder's contract or permit.
- A statutory declaration that states that a landlord's reason to give notice to vacate is that they or a family member is going to occupy the property.
- Council permit number or records if the property's purpose changes.
- Contract of demolition if the property needs to be vacated for this reason.

We would like to see specific reference to penalties for false or misleading grounds for terminations by landlords. For instance, where a landlord claims to need to move into the property, but then does not intend to do so. Tenants who become aware that a landlord has issued a termination notice on false grounds should be able to report this to Fair Trading to be pursued as an offence under the Act.

5. **Should any reasons [for asking a tenant to leave] have a temporary ban on renting again after using them? If so, which ones and how long should the ban be?**

Yes, provisions need to be in place to ensure that landlords and agents do not unduly benefit from the eviction of existing tenants. Following from our previous

point, we do not want a situation, for instance, where a landlord moves in for a couple of weeks to evict an existing tenant, and then is able to re-rent the property at a higher rent.

Likewise, we want to ensure that properties are sufficiently habitable to live in and that landlords are not tempted to rent out properties to new tenants 'as is'. Tenants may be desperate enough to compromise on the habitability of a property to secure something that is affordable.

To ensure that landlords have legitimate reasons to ask a tenant to vacate we recommend:

- A temporary 6-month ban on renting the property again if a landlord asks a tenant to leave so that they, or a personal acquaintance can occupy the property.
- A ban on renting the property for the estimated period during which renovations/repairs will occur.

6. **Is 21 days the right amount of time for a landlord to consider a request to keep a pet? If not, should the landlord have more or less time?**

21 days for an applicant can be a lengthy delay for rental applicants who are trying to secure a rental property. The amount of time a landlord should consider a request to keep a pet, should reflect the same amount of time that it takes to assess a rental application (e.g., one week).

However, pet owners or people looking to become a pet owner, must also provide some evidence for their ability to care for the pet, and the property. This could be included as standard provisions provided with applications for tenancy and would allow the landlord (or agent) to make the determination. Evidence suggested includes:

- Breed of pet.
- Number of pets.
- Desexing status.
- Council registration.
- Information on whether the pet will live inside/outside or exclusively outside.
- Up to date vaccination records and information regarding parasite control.

For PWD, consideration must be made for pets who are under training to become an assistance dog and are not yet registered. We are aware of some assistance training where it is necessary for the dog to work with the owner to acquire the necessary skills to perform their duties. This process can occur over extended amounts of time. Dogs that are undergoing demonstrated training as an assistance animal should be treated in the same category as dogs that already have that assistance animal status, and flexibility must be permitted for PWD during this training interim period. Tenants who are undergoing this process with their pet should be required to provide evidence of the training program.

7. What are valid reasons why a landlord should be able to refuse a pet without going to the Tribunal? Why?

Valid reasons a landlord could refuse a pet without going to the Tribunal could include:

- Housing an animal on a particular property may result in a form of animal cruelty. This could be due to the type of property where the size does not meet the needs of the animal.
- The animal must be spayed/desexed for the animal's safety (e.g., prevents roaming and unwanted pregnancies), unless they are registered breeder.
- If the animal is a declared dangerous or menacing dog at the point that the tenant applies for the property. Or, if the dog is declared a dangerous or menacing dog during the tenancy.
- If the breed/type of animal is banned within Australia/NSW.

8. **Should the Tribunal be able to allow a landlord to refuse the keeping of animals at a specific rental property on an ongoing basis? Please explain.**

A landlord may be able to refuse the keeping of animal at a specific property on an ongoing basis if:

- In instances where the property is inappropriate for a particular animal (e.g., no backyard for chickens).
- Size and security of premises does not suit the needs of the breed of dog.
- There may be harmful toxins or poisons (e.g., 1080) near the vicinity of the property.
- It is inappropriate for an animal to be housed or kept inside, and there is no fence. However, tenants should be permitted to provide an outside enclosure if suitable.
- By-laws in strata managed properties do not allow pets.
- If the animal is not permitted by Council.

9. **What other conditions could a landlord reasonably set for keeping a pet in the property? What conditions should not be allowed?**

For tenants upon commencement of leasing a property:

- If the property has carpets, it is agreed that they must steam cleaned upon vacating the property.
- That the pet is registered with the local council, up to date with vaccinations and parasite control, microchipped and desexed.

The landlord/agent can meet the pet and/or request previous rental history and references related to pet (if the applicant already owns the pet). That the pet is contained in accordance with local council requirements, for instance that cats are kept exclusively indoors.

For tenants intending to own a pet after commencement of tenancy

- Both parties can negotiate conditions as listed above (e.g., appropriateness of breed/animal within the size and security of property, if the pet will live outside full-time or partially).

10. Do you support limiting the information that applicants can be asked for in a tenancy application? Why/why not?

Yes, information should be limited to what is 'reasonably necessary', and only related to the suitably of tenancy, which includes:

- Documentation to confirm a tenant's identity.
- Information to assess the ability to pay rent (e.g., letter confirming employment, two most recent payslips).
- Previous rental history to assess capacity to maintain and look after the property.

Information that may contribute to discrimination should be restricted including:

- Ethnicity
- Postcode
- Marital status
- Disability
- Sexual identity
- Religion

Reasons to restrict access to this information is to prevent landlords and/or agents expressing biases and discriminatory presumptions about a person's character based on limited information.

11. **Do you have any concerns with landlords or agents only being able to collect the information set out in the table above to assess a tenancy application? Please explain.**

No, the table contains information that is 'reasonably necessary' and allows the rental applicant to decide what documentation is provided. We strongly recommend that rental applicants are empowered to select what documentation is provided within that table without the agent and or landlord imposing their own preferences for documents that the applicant(s) should provide.

12. **Do you support the use of a standard tenancy application form that limits the information that can be collected?**

Yes, this will help to limit information gathered, and it will simplify navigating the application process across different agents and landlords. For some PWD, this may be particularly useful if they have impaired functioning as it will be consistent and a straightforward process. Having a standard form also minimises the risk that landlords and tenants will attempt to contract outside of the Act. Standard residential application forms should be available to download in a variety of accessible formats from the NSW Fair Trading website.

13. **Do you think that limiting the information that may be collected from rental applicants will help reduce discrimination in the application process?**

Yes, it can help to reduce discrimination as they have less information to make inferences about someone.

People on low incomes who have a disability and are unable to work, often face stigma and are discriminated against when applying for rental properties. There is often a presumption that they will be unable to pay rent, or that they may damage the

property (e.g., due to wheelchair use). Therefore, restricting information to only what is relevant in terms of capacity to pay rent and maintain property will help to minimise discrimination.

14. Do you support new laws that set out how landlords and agents can use and disclose renters' personal information? Why/why not?

Yes, but it needs to be broader than just landlords and agents. It also needs to capture new and emerging prop-techs across the real estate market. For instance, 'brokerage' services – for instance, which boasts over 61,000 agents and landlords have used this service in the 12 months to May 2022.

These companies have built a market in the collection and exchange of tenant data. It is important that the information that these companies are legally able to collect (and seek to access) is narrowly defined to only include information that is 'reasonably necessary' to determine an applicant's capability to rent the property.

We support new laws that 'impose disclosure obligations on all parties who handle renter and/or rental applicant personal information and would support better protection of renter information and data'.

The same provisions should apply to companies which operate 'brokerage' type services for applicants to apply for properties and other proptechs. This is particularly relevant as agents and landlords increasingly rely on third parties to manage aspects of the rental process.

Real estate agents and landlords should minimise the extent to which an applicant (or tenant's) private information is disclosed. They should ensure that contracted third parties, have robust mechanisms for storing personal information and a commitment to not on-selling this information.

We are highly concerned by advertised services on the Snug website that landlords and agents can request background checks of potential applicants inclusive of information from government databases, the national tenancy database TICA, bankruptcy, court and ASIC and question why such broad background checks would be necessary to determine someone's eligibility to rent a home.

We also know that not all tenants are aware of the existence of tenancy databases, and even when they are aware, often do not know when they have been listed on these databases, and struggle to get this information.

We do not know the extent to which tenant databases verify the accuracy of the information that is provided by agents – and are aware of situations where tenants have experienced difficulties both knowing what information is stored on them, and getting this information amended or removed from a database if it is incorrect.

New laws to protect personal information will help to prevent fraudulent activities, and it will restrict the use of personal data to third parties upon which people have not authorised the use of such information. It will also ensure that renters and applicants are fully informed about the information collected about them and how this information might be used and disclosed.

15. What should applicants be told about how their information will be used before they submit a tenancy application? Why?

Information that agents, landlords and proptechs should provide prior to the collection of personal data should include:

- How the individual's personal information will be stored, and time frames it will be kept for before it is destroyed.
- What the information will be used explicitly for.
- Who the information may be shared with.

- The mechanisms by which the individual can make a complaint about inappropriate use of their information.
- How an individual can request copies of the information retained by the landlord or agency or request that incorrect information is amended.
- The steps that the entity will take to notify the individual in the event of a data breach.
- Ways that an individual can formally request that the information be destroyed.
- If there are any instances where the disclosure of this information is legislatively, or otherwise required. For instance, we understand that NSW Land and Housing Corporation (LAHC) has a memorandum of understanding with other government entities.
- It is also imperative that renters and applicants are clearly aware of the full extent of any consents they may provide for landlords, agents or prop-techs to make inquiries about them to third parties in plain English formats.

Having access to this information on applying for a property allows applicants to make an informed choice as to whether to disclose their personal information to the agent or landlord.

16. **Do you support new laws to require anyone holding renter personal information to secure it? Why/Why not?**

Yes, to ensure that all appropriate steps have been taken to protect renters' personal information from being inappropriately accessed by third parties.

As stated earlier, the rental market has changed considerably. There are many new proptech companies providing services to both renters and landlords. Therefore, new laws need to ensure that all entities that hold renter personal information are equally liable to ensure that this information is securely stored.

17. **How long should landlords, agents or proptechs be able to keep renter personal information? Please explain.**

We support the time frames proposed in the South Australian Bill, where personal information is destroyed after:

- 3 years following the end of a tenancy for successful applicants.
- For unsuccessful applicants, 6 months after information was gathered with the applicant's consent.

18. **Do you support requiring landlords, agents or proptechs to:**

(a) give rental applicants' access their personal information,
(b) correct rental applicants' personal information?

Please explain your concerns (if any).

Yes, we support that landlord, agents, and proptechs should be required to give rental applicants access to their own personal information. We also support that rental applicants can request that personal information be corrected if it is found to be inaccurate. Reasonable timeframes to correct this (e.g., two weeks) should also be legislated with penalties if there is non-compliance. This will help to ensure that incorrect information is amended in a timely manner, and that tenants will not need to suffer any unintended consequences as a result of inaccurate information.

This will enable better accuracy, accountability, and transparency for anyone responsible for gathering and storing of information.

19. Are you aware of automated decision making (ADM) having unfair outcomes for rental applicants? Please explain.

Unfairness can exist when PWD are not given the same rights or opportunities as others, because of their disabilities, or where they are indirectly excluded by systems and processes that are not designed to include them in an equitable way.

Whilst we are not aware of any specific instances involving ADMs, we know that tenants with disabilities often do feel that their disabilities put them at a disadvantage when competing for rental properties. We anticipate that ADM could unfairly discriminate against PWD, if criteria they are assessed upon includes information that is inadvertently biased against PWD.
People who live with disability often face challenges to gain full-time employment due to discrimination and stigma. As a result, some may rely on social security benefits and/or work part-time or casually. They should not be penalised for this by a rigid algorithm that informs ADM to prefer people who are employed full-time.

The risk with ADM is that it can restrict the information that applicants can put into an electronic form, which does not allow for nuance. For instance, an ADM system may ask if an applicant is seeking to have a pet at the premises but might not ask whether that pet is an assistance animal, as this may have not been programmed into the system as a typical question that landlords or agents would ask an applicant. The use of ADM systems limits the opportunity that applicants can provide input. In doing so, can lead to unfair and blunt decision making.

Having said this, we note that there could be scope for an ADM system that asks appropriate targeted questions to prevent unconscious biases from landlords and agents affecting the screening process for applicants in the first instance.

As we have previously stated, landlords and agents may be less inclined to rent a property to a PWD, based on misconceptions they have about the individual *on*

account of their disability. For instance, that an applicant might damage floors or walls using assistance technology like power wheelchairs, or that someone with disability might not be able to sustain a particular rent on the assumption that they would not have access to paid employment.

We would suggest regulating a prescribed list of ADM system questions to be asked, developed with input from the disability community to ensure that the questions do not inadvertently disadvantage PWD. These then need to be trialled first to correct any biases that may occur, before fully integrating into ADM into the application process. Following this, a regular review (e.g., yearly) of the effectiveness of ADM should occur to ensure that the data collected remains relevant with changing trends.

20. What should we consider as we explore options to address the use of automated decision making to assess rental applications?

- The accessibility standards of forms that gather information to input into ADM.
- Regulating a prescribed list of ADM system questions to be asked, developed with input from the disability community and disability researchers to ensure that the questions do not inadvertently disadvantage PWD.
- If an applicant does not enter a field due to issues around comprehension, there should be some consideration of how this information is gathered. The concern here is that ADM will make an assessment based on the information that is provided. Without a manual review of applications, there is a risk that some people will be unfairly excluded due to issues of literacy and comprehension, which are not good indicators of suitability for a tenancy.
- That the use of ADM should only be used as a tool that compliments and does not replace manual assessment. There needs to be a will to ensure risks are mitigated where information may be overlooked and excluded due to issues with inputting data.

21. **How long should a renter have to top up the new bond if some or part of the bond has been claimed by the previous landlord?**

We note that s. 162(2) of the residential tenancies act provides that:

> A rental bond may, if the landlord and tenant agree, be paid by instalments commencing on or at any time after the signing of the residential tenancy agreement.

Financial circumstances will vary from person to person. Therefore, we advise against the stringent introduction of prescriptive time frames for the 'topping up' of a bond. Instead, we recommend that the landlord and tenant form an agreement that suits them, in writing. The agreement is fulfilled to allow sufficient time for the landlord or agent to lodge the remaining part of the bond with the rental bond board before the tenancy ends. Such an agreement could include the payment of the outstanding 'top up' amount in instalments if the landlord agrees to this.

We recommend that the existing interest free rental bond loan scheme should continue to be available to low-income tenants to support them establishing a transferrable bond, and that DCJ provide financial support to cover bond 'top-ups' for low-income tenants, who otherwise have the capacity to financially sustain the tenancy.

22. **What should happen if the renter does not top up the second bond on time?**

Please explain why.

There are advantages to landlords and tenants attempting to resolve issues of non-payment of the second bond. The parties should be encouraged to come to a negotiated agreement in the first instance. This could include an offer for the tenant

to pay outstanding top-up amount overtime with a payment plan (e.g., a 6-week period).

If a tenant does not meet the agreed terms for the payment of the outstanding bond amount, and negotiations to pay the outstanding amount are not successful, the landlord should be able to apply to the NSW Civil and Administrative Tribunal for an order for the money to be paid, or alternatively for an order that the tenancy agreement is terminated.

This is an equitable way to balance the right of the landlord to have the surety of a bond, while ensuring that tenants who may have genuine and compelling reasons do not experience disproportionate hardship for not meeting their obligations.

Requiring the landlord to apply to the Tribunal for an order for termination would allow an opportunity for conciliation between the parties and allow objective consideration as to the relative hardship of the parties. A Tribunal member may decide to grant an order for termination or make some other order they determine appropriate. For example, an order that the tenant pay the outstanding amount which might be able to be pursued as a costs order in the Local Court.

Maintaining a tenancy should be made priority. Doing so can help to avoid the costs associated with terminating a tenancy, including advertising, and having a vacant property while securing a new tenant. Importantly, it minimises housing stress on individuals and families.

23. **Should this scheme be available to all renters, or should it only be available to some? Please explain why.**

The scheme should be available to all renters to allow for greater consistency, which may enhance efficiency across the NSW rental market. However, if a person has a debt related to a previous bond, it should not be available until that debt is cleared.

24. Who should have a choice on whether to use the scheme?

As noted above, the scheme should be made available – as an automatic process for renters moving from one rental property to another. However, there should be an opt out option made available for the whole bond amount, or part of the bond amount. This may be a useful option for rental applicants (e.g., couples) who split the bond.

This is an important consideration where domestic violence (DV) has been an issue, and someone is fleeing a DV situation. Special consideration is needed to ensure a tenant in this instance can:

A. Access their part of the bond;
B. The new address remains private from previous co-tenant (e.g., ex-partner) when the bond amount is transferred.

25. What other (if any) things should we consider as we design and implement the portable bond scheme? Please explain.

- Clear guidelines and time frames for real estate agents to release funds and transfer to the next property once they have completed the final property inspection.
- Processes are in place for private renters moving into social and or public housing and vice versa.

- Clear guidelines for leases where multiple tenants have contributed to the bond.
- The application of a program like the existing interest free rental bond loan scheme to support low-income tenants to establishing an initial transferrable bond.
- The provision of financial support to cover bond 'top-ups' for low-income tenants, who otherwise have the capacity to financially sustain the tenancy.

26. Do you have any concerns about the NSW Government collecting information on rent increases and making it publicly available for renters? If yes, please provide details.

We agree that collecting and making rent increases publicly available may help renters know if rent increases within their rental property is excessive. It also helps landlords and agents to set fair rent as they can compare rent to similar properties in the same area.

Consequently, this can help to minimise the number of disputes that that proceed to the Tribunal regarding excessive rent increases.

27. What do you think is the best way to collect this information?

We support the option that landlords and or agents are required to report rent increases to the NSW government using an online system such as Rental Bonds Online.

We advise against sending a voluntary survey to renters, landlords and agents as compliance may be low, which runs the risk of skewed data.

A blanket requirement for landlords and agents will help to ensure that data is gathered in a consistent manner.

28. **Do you think the 'one increase per 12 months' limit should carry over if the renter is swapped to a different type of tenancy agreement (periodic or fixed term)? Please explain.**

Yes, the 12 months limit should be based on time in property, not the type of tenancy agreement. This will ease financial stress for renters as they can budget from year to year, minimising the stress of continual rental increases. Such a protection will also help mitigate a preference for landlords and/or agents to offer short-term leases with the intention to increase rent at the end a short-term lease.

As noted earlier, for PWD on low incomes, having stability and security of rent costs for a 12-month period can help to plan and manage finances, and alleviate some financial stress. They will be better able to plan and budget from year to year without the added financial pressures of potential rent increases, and a possible need to relocate.

29. **Do you think fixed term agreements under two years should be limited to one increase within a 12-month period? Why or why not?**

Yes, limited increases to one per 12-month period will help with housing security and certainty without the worry of a rental increase within a one-year period, as noted above.

30. **What do you think about the above options? Please provide detail.**

We agree with the options to manage excessive rental increases, which include:

- Require a landlord to prove that a rent increase is *not* 'excessive' where, for example, a rent increase exceeds CPI over a certain period.

- Amend the criteria in the Act for when a rent increase is ‘excessive’. Currently, the list of factors that may be taken into account in considering if an increase is ‘excessive’ includes the market level of rent for comparable properties and the state of repair of the property.

31. Do you support new laws to require landlords or their agents to tell rental applicants if a rental property uses any embedded network? Why/why not?

Yes, for all utilities that would limit choice of other providers and prevent renters from finding more financially appropriate providers. For PWD on low incomes, it is important to make informed choices about how much of their rent is put toward utilities and rent. There may be times when having the ability to choose networks may be more economical at other rental properties.

Some PWD can have health conditions that may require heavy usage of utilities (e.g., electricity to power heating or air conditioning, as well as electronic aids), or reliable, stable and fast internet condition (e.g., for fall and movement detection software and sensors). Having limited choice in network providers may negatively impact on their finances to run utilities or access certain software and electronic programs. Therefore, the ability to choose networks may be limited if they are not aware of embedded networks prior to their lease commencement.

32. When should a rental applicant be told that a property uses an embedded network?

At the application phase. It should be listed in the advertisement so that the applicants have a fuller picture of their financial options in terms of utilities at the outset.

33. **What information should a renter be told about a rental property using an embedded network? Please explain.**

- The type of network (e.g., electricity, internet, gas).
- The provider.
- The estimated cost per property if there are multiple properties at one site (e.g., units).
- Information about network (e.g., speed and type of internet connection, peak and peak rates for electricity).

Having the information listed above will allow applicants to assess costs with other service providers, and to determine if it is more suitable to be able to choose their service carriers. For some PWD on low incomes receiving government benefits, they may be eligible to receive financial assistance with electricity and internet.

Having an embedded network(s) that tenants must use, which is integrated into the total rental cost may prevent access to financial assistance. Again, this may mean that it is not as affordable to have this included within rental costs; it limits choice and control for people to find better deals.

34. **What would be the best way to ensure that the free way for renters to pay rent is convenient or easy to use? Please explain.**

Having different options that renters can choose from would be the most convenient. Each renter will have different needs. Therefore, having one free method of payment may be restrictive for some, and convenient for others. We suggest that renters can choose one of the following:

- In person at real estate office or post office.
- E-banking (e.g., BPAY, manual e-transfer and automated debit).
- Over the phone option.

This would better accord with the ethos of ‘reasonably convenient’ for the individual needs of renter.

35. **Should the law require a landlord or agent to offer an electronic way to pay rent that is free to use? Why/why not?**

Yes, the law should require a landlord or agent to offer a free electronic way to pay rent. This will help to alleviate some of the barriers with paying rent. In doing this, it will encourage tenants to pay rent on time.

36. **What are the issues faced by renters when moving into a strata scheme? Would better disclosure about the strata rules for moving in help with this?**

Having a copy of the by-laws prior to signing the tenancy agreement may help applicants understand the rules of a strata.

- Renters should know about the rules about keeping pets in strata schemes.
- What areas are considered common properties, and how they are maintained and to be used.
- Any information about the rental property and the responsibilities of each resident within the strata complex.
- How the strata by-laws might impact a tenant’s capacity to request/install accessibility modifications to rental properties and/or common areas.