

Friday, 11th of August 2023

I am writing regarding the “Improving NSW rental laws” consultation.

No reason evictions provide a loophole that negates *all* other renter protections in New South Wales. If a tenant stands up for their legislated rights, they can simply be kicked out for no reason.

I am opposed to keeping loopholes - that a tenant can be evicted when the landlord, the landlord's family or the landlord's friends move in; when the landlord is selling the property or when the landlord is renovating the property.

Some argue that the tenant should be evicted (and possibly made homeless), so the landlord is not left homeless. Why should the tenant be left homeless if they have been a good tenant?

Furthermore the landlord can just “change their mind”. The landlord can say they are moving in then simply lease the property once it is empty. This negates *all* the proposed no reason eviction protections and *all* the existing rental protections.

During the first six months of fixed term lease agreements can act as a trial period for the landlord and they should be able to give a notice to vacate for no reason at that point. During a month-to-month lease or after six months of fix term lease agreements the landlord should have a valid *reason* to evict the tenant. Lack of payment, illegal activity etc. are all valid *reasons* to evict a tenant.

The focus should be on the work “reason”. Landlords should be able to evict bad tenants for a reasonable reason. Good tenants should not be kicked out for no reason.

If the landlord moving in, selling or renovating loopholes remain they should require proof that the event is planned to happen and be required to pay compensation to the tenant if the property is leased (including Airbnb) within a six month period. The compensation should be stated in the legislation and indexed to the CPI. This should be set to compensate the tenant for moving, health and other costs of being evicted.

Yours sincerely,