

By email

11 August 2011

Residential Tenancies  
Policy & Strategy, NSW Fair Trading  
Better Regulation Division  
Department of Customer Service

By email to [residentialtenancy@customerservice.nsw.gov.au](mailto:residentialtenancy@customerservice.nsw.gov.au)

Re: Improving NSW Rental Laws.

Dear Sirs

We hereby submit our response to the proposed amendments to the tenancy laws.

3.1 The current law regarding 'no grounds' terminations provide reasonable reasons to terminate a tenancy without providing a ground that can be challenged. The current notice periods for both periodical leases and fixed term leases are reasonable for both parties. The type of tenancy entered into reflects the intentions of both parties at the time of entering the agreement.

3.2 The requirement for a landlord to provide a reason to terminate a tenancy should apply to periodic leases only. A fixed term lease is exactly that – a fixed term will expire on a determined date as agreed at the time of entering the agreement.

3.3 A fixed term lease provides the appropriate certainty to both the renter and the landlord. Both parties know the duration of the lease at the commencement and the current law provides now only a minimal break-lease fee if the renter wants to leave the property early. This provides an appropriate reimbursement to the landlord to source another tenant. Landlords should not be required to provide a reason to end a fixed term lease. The termination date has already been agreed to by both parties. The Queensland model is appropriate.

3.4 The proposed new reasons for ending a lease do not provide sufficient reasonable or appropriate reasons for the owner of the property to end the lease and protect their property. The existing reasons to terminate the lease should remain. The owner of the property must be afforded the opportunity to safeguard their investment in the property. If the renter has breached the agreement, has not paid the rent, damaged the property, is using the property for illegal purposes, has abused the property manager or has abandoned the property, the landlord must be afforded the ability to terminate the agreement and protect their property and investment. If the tenant does not pay the rent, the landlord must be provided with the opportunity and ability to lease the property to another prospective tenant who is seeking a property to lease.

3.5 It would be appropriate for some form of evidence to be provided if ending the lease early. The evidence should be genuine and consistent with the reason for terminating the lease. A statutory declaration would be appropriate supplementary evidence.

4.1 The current law in NSW that a pet can only be kept in a property if the landlord agrees is appropriate. Landlords must be able to manage genuine risks to their rental properties. The landlord should be permitted to refuse pets in the property if it is inappropriate and likely that the

pet will cause damage to the property or create a nuisance to other tenants or neighbours. If the pet is appropriate for the property, we would have no objection to a tenant having a pet provided the necessary cleaning is carried out and the environment is appropriate for the particular pet involved.

A standard pet application form would be appropriate and should provide all necessary information regarding the pet – type, breed, size, age, sex and whether an indoor or outdoor pet. 21 days would be an appropriate period for a landlord to consider the application and provide a response.

The reasons why a landlord can refuse an application for a pet should be clear and specific and clearly listed in the Act or Regulation. The reasons for a landlord refusing an application should be provided in the response to an application and should be reasonable.

Any conditions on the approval set by the landlord, such as the tenant being required to pay for cleaning and fumigation or that the pet be kept outside should be clearly shown in the residential tenancy agreement.

5.2 Renters personal information should be retained by the landlord's property manager in a safe and secure manner. It should not be disclosed to any third party and should be deleted at the end of the tenancy. Only necessary information should be collected to appraise the application.

6.1 The current rental bond scheme should be retained. A portable bond scheme will not be appropriate when the existing property manager is required to retain the bond to pay for necessary expenses and the new property manager requires a bond to be paid.