



STRICTLY PRIVATE AND CONFIDENTIAL

Scape
Governor Macquarie Tower
Suite 2, Level 30, 1 Farrer Place
Sydney NSW 2000
10/02/2017

By Email

Dear Residential Tenancies Act Review,

Letter of Support – Response to Residential Tenancies Act Review Options Discussion Paper by Atira Student Living

Scape develop and operate student accommodation in the UK and Australia. We currently have 5,000 beds in the pipeline in Australia and are committed to providing a world class student accommodation experience for all our residents.

Scape supports Atira Student Living's (*Atira*) submission, which responds to the Victorian Government's *Residential Tenancies Act Review Options Discussion Paper (Discussion Paper)*.

Scape agrees with the concerns raised by Atira and supports its responses and proposals. Of particular concern to Scape is option 9.5, which would preclude tenancy agreements in rooming houses and instead allow fixed-term residency agreements; enable residents to give a two-day notice of intention to vacate; and cap the maximum rent payable if a resident vacates without notice. These reforms are untenable from an investment perspective, as they provide tenants with excessive flexibility while undermining rooming house owners and operators' certainty as to the term of any fixed-term residency agreement.

Option 11.1, which proposes replacing notices to vacate with a process for termination orders, should not be supported as this will make the termination of tenancy agreements more cumbersome and costly. Scape is also concerned about option 11.12, which would increase the notice period for termination for disruption, and options 11.22A and 11.22B, either of which would remove the landlord's ability to terminate a tenancy where they reasonably believe that the tenant is using the premises for an unlawful purpose. Options 11.27A – 11.27D are also problematic, as they either impede or remove landlords' ability to terminate a tenancy for convenience.

Further, Scape is concerned about options 8.20A and 8.20B, which would require landlords to consent to certain modifications. As tenants may inspect the property prior to entering into a tenancy agreement, the onus should be on tenants to ensure that the premises are suitable for their purposes.

Thank you for the opportunity to provide feedback on the Discussion Paper.

Yours sincerely,

A handwritten signature in black ink, appearing to be "Stephen Gaitanos", written over a horizontal line.

Stephen Gaitanos
CEO & Managing Director
Scape