

3<sup>RD</sup> December 2019

Dear sirs,

Re: Changes to RTA

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I am struggling to find time to respond in detail to the changes here, but I think we as agents and people with common sense need to point out some of the unnecessary changes which are mostly biased towards tenants.

What has not been realised is, that with all of this extra “stuff” landlords and agents have to put up with; it will inadvertently create increased costs to tenants through rent.

It will also stifle investment, which means there will be fewer available rental properties which will also create huge increases in rent (demand and supply).

What is the alternative??

Keep it simple, reduce bureaucracy fine estate agents, landlords and tenants hard and fast for wrongdoings. Complicating aspects of the law and process will stuff the system – mark my words.

Some notes:

15 Information which residential rental provider must not require rental applicant to disclose  
For the purposes of section 30C of the Act, the following information is prescribed—

- (a) whether the applicant has previously taken legal action or has had a dispute with a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;
- (b) the applicant’s rental bond history, including whether the applicant has ever had a claim made on their bond;

Why can't we ask this? If it were my house, I would expect every bit of history from a tenant!!

## **1 Modifications which can be made without residential rental provider’s consent**

For the purposes of section 64(1) of the Act, the following modifications are prescribed—

- (a) in a rented premises that is not a registered place—
  - (i) installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls; and
  - (ii) installation of wall anchoring devices on surfaces other than brick walls to secure items of furniture; and

This is ridiculous, any house owner has the right to protect their home – you need to look at the result of what these sorts of hooks and hangers do if in the wrong hands!

## 1 Compensation—sales inspections

For the purposes of section 86(2A)(c) of the Act, the prescribed compensation for each sales inspection is an amount that is equal to one half of the daily amount of rent payable under the residential rental agreement per inspection.

This is ridiculous – I know most landlords will serve a notice to vacate to tenants when selling their investment property.

### 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning unless this is needed to restore the premises to the condition they were in at the start of the tenancy – allowing for fair wear and tear. The need for professional cleaning will be considered at the end of the tenancy.

If professional cleaning is necessary:

- the renter must have all or part of the premises professionally cleaned; or
- the renter must pay the cost of having all or part of the rented premises professionally cleaned.

Carpets?? If a property over a few tenancies deteriorates after each tenancy (due to this rule) it will get to a point where it will need to be refurbished often – as you already have rules in place for fair wear and tear – this just adds another element of difficulty – which will end up in rent increases for extra expense.

### 20. Bushfire-prone area activities

This prescribed safety activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair and cleaned as required.

This is vague – does this only mean new homes built within the BMO? All new homes within a BMO require a tank by law. There thousands of established homes under BMO without tanks.

### 26. Locks

The rental provider must ensure the premises has:

- locks to secure all windows capable of having a lock; and
- deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.

If you have a home within a BMO I am pretty sure DELWP/CFA would disagree – deadlocks are a major issue with house fires and deaths.

Other points I would like to make:

Section 253 (1)

120 days notice without reason for a vacate.

There are sometimes circumstances where tenants just go off the rails or just simply become un-co-operative.

What do we do as a landlord or managing agent? They play the game with arrears, case grief and make it difficult for inspections (routines etc).

Where do we go with this situation? No one in real estate that I know has abused this rule – it is the minority of A-Hole tenants or their representative do-gooders that kick up a stink with the issue which has caused all of the backlash and we have all bento over for them.

Anyway, here are my points – people need to chill out and deal with their lives – not make it harder for others.

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