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Submission and covering letter for the Dispute Resolution Issues Paper

### **Imbalance Of Submissions & Poor consultation Process**

In starting my response to this paper I refer back to my first submission to the Rights & Responsibilities Issues paper (this is when I found out that this review is happening) where I urged the CAV to contact all landlords via the contact information they currently have via the RTBA to let them know that the review is being undertaken and some of the consequences that may arise.

To date I have received nothing, which to me indicates that nothing has happened and, looking at the submissions to the last published paper, there is still a major imbalance to the input being received.

Further to this I have become aware that the consultation process has moved to fortnightly meetings with attendees being on an invitation only basis. I made an inquiry directly to Fairer Safer Housing to offer to be involved as a landlord representative or, if this was not possible, then to be put in touch with the organisation that they had invited that would be representing landlords so I could put my concerns to them directly. I have had no response to my initial email inquiry from 25 days ago, nor have I had a response to my two follow up phone calls or my email to the CAV Executive 16 days ago.

As I have said before this process is amazingly skewed toward the input of tenancy organisations (funded by CAV) primarily, with some input from the likes of the REIV, Caravan Park Association and the RAAV on behalf of the landlords side, none of which represent the majority of regular, everyday landlords that own rental properties. As a further example we even have input to the Rights & Responsibilities paper from Pet Food companies coming out in support of tenants on just one issue which lacks balance & relevance.

### **Poor Presentation Of Data**

In this paper (as has been the case with the other two I have replied to) there have been a number of times where situations have been presented as facts by quoting a convenient set of statistics rather than providing a balanced view. As an example, in the conversation around energy efficiency 1.1.2 it's presented that only 58% of private renters have ceiling insulation and later on at 3.3.4 this is shown to be invalid, as half the respondents in rental properties advise they have no idea if the home is insulated. The same question to landlords, who are more likely to know, says that 76% of the homes they rent out have insulation, yet both are presented as facts!

Similarly, a case is presented that cooling be classed as an essential service as Heat Waves are responsible for more deaths in Australia than all other natural hazards. When looking into the supporting information for this claim, there is reference to the high number of deaths of Victorians from the effects of Heat Waves and drawing links to a lack of Air Conditioning in rental properties to deaths from increasing adverse Heat Wave Conditions, despite no breakdown of how many of these deaths were in rental properties, home owners, aged care homes or how many did or did not have access to air conditioning or other cooling.

One of the reports referenced is from VCOSS (Victorian Council of Social Services) and in Section 1.1.2 footnote 6 they use **an estimate** from the Chief Medical Officer of as many as 374 people dying from the heatwave in January 2009 (remembering this included Black Saturday) which later in the report (Page 11) magically becomes fact. Looking into the reports they use to pick their facts from, you find further comments such as:

*Most fatalities have occurred within the south eastern region of Australia, mainly in Victoria, NSW and South Australia and mostly during the summer months, particularly January. 27 January, the day after a public holiday to celebrate 'Australia Day', stands out historically as the date with the most heat associated deaths. Many people, in celebrating this holiday with barbecues and picnics outdoors, are subject to a significant amount of heat exposure and dehydration, the latter exacerbated by consumption of alcohol. And*

*For the 1956–2010 period, for example, **recreation has been the riskiest activity**, indicating a lack of understanding of, or respect for, inherent dangers of extreme heat. Again, this data is based on limited figures and further investigation is required.*

Yet despite these comments in the reports they have used as supporting evidence and even though there has been a high adoption of AC in all forms of housing in the past decades and into the future VCOSS estimate an increase to 1318 deaths by 2050.

VCOSS also have strong views about our standards around heating and, to support their view, compare Victoria's standards to Oregon USA, Vermont USA and Alberta Canada where the temperatures are as low as -40C for Alberta to a balmy -10C degree for Oregon with all these States having snow as a normal event most years. Victoria's climate by comparison is not even close, with Melbourne's Mean Minimum long term average for the coldest month of July being 6 degrees Celsius.

### **Bringing The System Into The Digital Era**

As I sit here listening to the radio and the reports about the online Census problems last night, I am sure that there will be people who will use this as evidence to not implement an online system. The reality is that the census where millions of people are trying to get on in one evening (along with apparently external DOS attacks) is completely different to standard secure daily transactions such as our banking system that works in the high 99.9% of the time.

Currently the RTBA are slowly moving to an online process by generating the bond form online and now emailing out the receipts as well as processing the bond refunds into bank accounts. Imagine if the next step was taken, where a Landlord creates the bond form online (as they do now) and notifies the tenant digitally that it has been done, the tenant logs on, checks the form and gives their OK (digitally signs) and lodges their bank details (if they want for the eventual/possible refund) They are then given either a reference number or a Bpay number and they pay directly into the RTBA account from their bank account (highly secure) without needing to go into a bank and get a bank cheque as most agents will force them to do and have it posted via a dying postal system. Once they have paid the receipt is issued as it done now.

Imagine then when this tenant is moving from one property to another and they get a pre-approval from the landlord that they can move the bond to the next property which will reduce the stress and effort required as well as having to fund two bond amounts.

This is just one example where the process which is currently in play now could be expanded to work better for the tenant, landlord and the CAV (lower staff, paper, postage costs). Once tenants understand that their bond money is not touched or processed by a landlord/agent they will have a lot more confidence in the security of the system.

An expansion of this to cover all areas (with appropriate paper systems for those resistant to the process) will streamline all the interactions between tenants and landlords as well as providing accountability/audit-ability of what has been said/done or not done by both parties throughout the relationship.

Overall I find this process frustrating, I have been a tenant in more than 6 properties and now as a landlord have insight into both sides of the process and can see the lack of adequate information and response contributing to an inevitable poor outcome for all parties.

## Property conditions in residential housing

### 1 To what extent do the rights and responsibilities for landlords and tenants in respect of property conditions strike the right balance?

In my experience from a mix of tenants, the ones that treat homes as though they were house proud owners are the best as there are just never any problems, they look after it well, let me know when items need to be repaired - often before it becomes a problem - and when they leave it's in great condition. The ones that have little care, and treat the property as though it is a hotel or a bedroom at their parents place, can be hard work, often living in sometimes filthy conditions with no care taken of the property or grounds, which causes higher loads on the fabric of the property. From a tenant's perspective I am sure that most of my tenants have found me to be responsive to not only essential repairs but also non-essential repairs, as well as doing things like putting up brackets for TV's to be mounted on walls etc. The right balance is when both parties respect each other and look after each other's interests.

A very real issue in the private rental sector is that, when a tenant stops paying rent after treating the home badly and causing thousands of dollars in damage, the accumulated costs/debts far outweigh the value of the bond and there is no easy system for a landlord to recover the debt (even if judgement is made at VCAT) or have it registered against the tenant for collection at a later date.

### 2 What areas (if any) should be added to, or removed from, existing rights and responsibilities?

Adding or removing things is of no consequence if the various parties do not fulfil their responsibilities. I have mentioned in previous submissions that a full digital based system that keeps track of all communication from the application to the end of the tenancy will work for both the tenant and the landlord by showing clearly that the correct steps have been taken and the results. What will become clear to the administrators of such a system would be repeat offending/poor performing tenants, landlords or agents will show up very quickly and can be dealt with effectively by processes that don't require the likes of VCAT intervention. The parties that would not like this style of system are the ones that currently get away with not fulfilling their obligations under the current system and can see that the oversight this would not enable them to perform poorly.

### 3 What can Victoria learn from other states and territories in the regulation of residential property conditions?

Victoria could lead the way by crafting a system that is responsive the needs of all parties rather than cobbling together a bunch of poorly researched or anecdotally referenced measures/processes being used by other geographical areas. Such a system would enhance the current situation without impacting the availability of affordable housing in Victoria.

What is also apparent in this review process is that CAV have done little to seek input from landlords to balance the massive amount of input from the tenant advocacy organisations they are funding.

## Property conditions at the beginning of a tenancy

### 4 What does the term 'reasonably clean' imply? What would be the advantages and disadvantages of defining it?

This would be easy if based on the standards of the average conscientious property owner. Defining in writing would be more difficult however it can be done. Defining it should work for both parties as a landlord or agent would be required to prepare the property to that definition and the tenant would be able to compare when moving in if it is up to that standard. When leaving the property they could then leave it at that standard (or to the standard agreed upon at the start of the tenancy), less fair wear and tear. As a minimum, defining it as leaving the property in the condition it is received would be a start. I have made comment on how the condition report can work better for both parties later on.

## 5 How well do the provisions for security features in the Act meet community needs and expectations?

Community needs are often driven by media-driven fear such as the current spate of home invasions which make wonderful headlines for selling newspapers or getting people to click links and drive requests for higher levels of security. If you talk to fire professionals for example and talk of keyed locks on windows and deadlocks on doors they will tell you in no uncertain terms that **they cause deaths**, insurance companies will also try to insist that these items are present as they are more interested in saving money than lives. In the last two weeks there have been deaths and injuries occurring in properties with locked doors and windows with locks and/or security screens, where the fire brigade have been unable to access the property in time to save the residents lives.

Properties should have effective door locks and window latches to deter burglaries however, even with deadlocks and window locks, a burglar or persons wanting to gain entry will do so either by deception or with the use of a rock/brick or other item through a window. Personally I have fitted digital locks with single lever egress for the last 6 years and the code is changed when there is a change of tenant so there is no issue with keys being in the hands of other people. I do not provide keyed locks on windows for reasons above. I also note that in Rooming House regulations it is not acceptable to have a deadlock on a resident's individual door. In 2006 two people died in a property in Brunswick where there were deadlocks on the door and they were unable to find the key. Making such security features mandatory will lead to more deaths by people unable to exit quickly in a fire situation.

Should a tenant insist on having a deadlock fitted, then it should be a requirement that they accept responsibility for any death that may occur in the event of a fire and subsequent inability for smoke impaired persons being unable to find the key to open a door or window.

## 6 Do the current responsibilities for charges related to access to services strike the right balance between landlords and tenants?

The current responsibilities/expectations for a property to be connected to water/power/electricity and gas where available are adequate. Your own statistics show that 99% of properties have these services, so I don't see that there is an issue as it's likely that 1% would be a normal temporary out of service rate. While most people these days see internet as essential, there are many ways it can be accessed without a landlord providing it. This whole field is evolving and the current federal/political stoush where the majority of Australians were supposed to have a top of the range NBN by now and yet we have slipped to 60<sup>th</sup> place in the world shows how foolish it is to mandate a connection type today that may or may not be usable in a few years' time. What is highly prevalent is the adoption of mobile data services on smart phone devices as well as the proliferation of **free WiFi** services from libraries to McDonalds.

When a property is connected to the NBN now and for the next ?? of years it will be a selling point and will lift the rental price until it becomes the norm.

TV reception is treated as a norm in most houses now and, if the hardware is in place should be in serviceable condition, however as time goes on and the Internet/NBN rises in penetration this will become redundant.

## 7 How should responsibility for access to telecommunications infrastructure be balanced as between landlords and tenants?

Mostly answered above, it could perhaps be a condition of a lease that its disclosed that the property has been connected to ADSL/NBN in the past (where known) however, with Telstra still controlling a large part of the network, this cannot be taken as given due to their demonstrated inability/desire to provide full service to every property.

## 8 To what extent could the delivery of telecommunications or cable infrastructure be seen as a joint responsibility between tenants and landlords?

As stated above it cannot be taken that the service will be available as the provider (which is mostly Telstra) cannot be guaranteed to be willing to provide. If a tenant requires a non-essential service such as NBN that is available in the street but not to the premises, then they should either rent somewhere where it is (and probably pay more) or accept that it's their requirement and that they need to pay for it if/when it becomes available.

## 9 What are the arguments for and against prescribing minimum standards for private rental housing?

The main argument against prescribing minimum standards (aside from the fact that apparently it's unclear how many properties do not currently have them) is the likely effect on affordable housing. Personally having been a tenant numerous times in my life I think it should be mandatory that a house be in good working condition with functioning services (water/electric/gas) as well as being safe and free from defects that a reasonable person would consider unacceptable or at the least agreed to be accepted by the incoming tenant as consideration of an appropriate rent.

There are a few problems with some of the suggested prescribed minimum items around the practicality of some of them such as deadlocks (previously mentioned why), safety switches due to the overall cost to upgrade the whole electrical system to fit, and with a temperature control device for cooling there are few if any AC units that don't have this facility. Also being able to open windows in a high rise building may not be a practical suggestion.

When looking at the statistics provided, with 65% of rental properties having Air Conditioning and 76% having insulation, it's apparent that landlords are already well on the way to meeting the demands of the market.

I also note that the provided information on public housing indicates that the state government only managed to improve the energy efficiency of 253 apartments in 2014-15. The only statistic I have been able to source for the number of properties is from 2008 and is 65,167 properties so the government has managed to improve nearly .004% of the stock. The government is also planning on spending 10 million in the 2016-17 budget to retrofit public housing stock to make them more energy efficient which represents \$153 per property. My point here is the private sector is doing a WAY better job of getting the job done. If you intend to impose minimum standards, they should be across the board and also apply to community and public housing.

## 10 If minimum standards were to be prescribed, what requirements should be included?

Anything more than basic requirements - water/electric/gas/safe & secure etc - will have a knock on effect on the current rental market and reduce the availability of affordable housing. For example, if it was mandated that all homes should have safety switches (despite decades of homes not having them with no significant loss of life) this would have a major impact at the low end of the market as most houses without them would require much more than the theoretically simple task of installing switches, as most electricians would not expose themselves to the liability of just changing one part of an old and out of date system (like putting lipstick on a pig, it's still a pig). Over time these items will be picked up as properties eventually have to be either renovated or replaced with new and that is a more appropriate time for this work to be done. If this is seen as a major safety issue, this would also be better addressed in the Building Code that applies to all houses, not just rental properties.

## 11 What would be the impact on landlords and tenants of prescribing these standards?

Mostly addressed above, high costs for landlords will either cause them to get out of cheap accommodation or once updated will bring about higher rental costs for tenants (or a combination of both), perhaps with the well-publicised issues of few affordable rentals being available the process of continuous improvement/upgrading by landlords is well under way.

## 12 If minimum standards are prescribed, how should compliance with the standards be monitored and enforced? What are the barriers to ensuring that a property complies with minimum standards?

CAV and other regulatory authorities are not even slightly able to monitor or enforce standards now, just take a look at the number of Unregistered rooming houses that exist now that are not up to standards and or being enforced. One of the barriers to ensuring a property complies is who will pay the ongoing costs that will be needed for the annual/bi annual inspection, if all landlords have to do it then this will be passed on to the tenant.

The current situation where there are licensed rooming houses that have to comply with a huge amount of minimum

standards that cost upwards of 50k per rooming house has helped foster the situation where there is a thriving non regulated market (just like prohibition and the current situation with illegal drugs). Turn on Current Affair or read the newspapers and you'll already see articles on dodgy overpopulated unregistered accommodation that no one is doing anything about.

## **Property conditions during the tenancy**

### **13 To what extent does the condition report provide an effective means of recording the condition of the property at the start of a tenancy?**

A properly filled out and mutually agreed condition report WITH a good series of photos provides the best evidence of the state of the property at the start of a tenancy. It would be a good idea for new/first time tenants to receive training/advice from CAV on the importance of checking what has been provided from the agent landlord and the importance and possible impacts on providing/not providing their input/views on the document if it differs.

It's not a problem that the Act gives a tenant 3 days to fill out their side of the report as it's often the case that you need to live in a property for a period to actually see the faults. The problem arises when they forget to return it and I often have to chase up a tenant to get it from them - if this was part of a digital system the whole process would be streamlined with the tenant getting a digital reminder to do their bit and if they don't, it would be noted.

### **14 What issues does the format, content and timing of the report raise for landlords and tenants, and how might the report be improved?**

The current system is clunky, the landlord/agent has to create the report (if taking photos they do not have to be provided to the tenant) give it to the tenant in a physical format who then has three days to complete their part of the form and then has to physically send back to the agent/landlord. If the tenant takes photos (which may provide a whole different view of things) they have to store/keep them for what might be many years to possibly present at the end of the tenancy if there is a dispute.

If it was part of a digital system that enabled both the landlord and tenant to fill out and eventually agree (the Rent Right app is useless as it has to be printed and signed) this would speed up this part of the process and assist to create an agreed condition report for the property. If it integrated with mobile phones and the inbuilt cameras then it would simplify the process of locking in photographic evidence of the state of items as well as the storage and retrieval of them if required either at the end of the tenancy or if a problem develops and the tenant had advised the agent/landlord at the start.

### **15 How should the tenant's duty not to damage a property be further defined? What would be the advantages and disadvantages of defining the tenant's duty not to damage a property in greater detail?**

Keeping any description of duties by tenants simple is critical as there are many people with poor English skills or English is a second language. It would possibly be a good idea for a new/first time tenant to attend a "How to be a tenant" course to provide them with the knowledge of their rights and provide them with the skills to have a good hopefully hassle free tenancy.

On thinking about it, it may well be as good an idea that a first time landlord (all these new Aussie Battlers buying their first investment property) do a course to ensure they are aware of their responsibilities as a landlord.

Suggested format could be:

You (the tenant), any member of your family, or any guest you allow onto the property (this includes common areas in flats or other strata environments) must not break or damage any part of the property on purpose or accidentally, if you do, you (the tenant) will be liable for the cost of repair or replacement.

If you become aware of anything that needs to be repaired by the landlord you must let the landlord or agent know immediately.

## 16 Should the same standard of care expected of tenants apply to both the property itself and any common areas?

Of course! Common areas are part of the property and it is critical to the quiet enjoyment of those areas by other users of those areas that all tenants take due care.

## 17 To what extent does the prohibition on malicious damage, and its current interpretation, enable landlords to respond to risks to their property?

Having fortunately never had to deal with this situation I can only point out that it appears that, despite the apparent provision to remove a rogue tenant quickly, the reality is it's legislation that lacks effective process as I have heard of situations where after the notice is served it can take weeks to get a VCAT hearing/order to remove the tenant. Where the relationship has deteriorated to the extent that the tenant is taking it out on the property it would make sense to have a prompt effective process to remove the offending party first and then sort out the niceties later.

## 18 What other steps, in addition to those identified in the RCFV's recommendations, can be taken to assist victims of family violence in a tenancy situation where damage has occurred?

If there is serious intent to provide assistance to victims of family violence then the government should provide financial assistance to both the tenant and the landlord. Why the landlord? If a landlord has experience with damage by a partner in a family violence situation which ends up costing them through no fault of their own then, even though they are not allowed to discriminate, it will certainly alter their evaluation processes when taking on a tenant that might possibly end up in this situation.

## 19 What do landlords and tenants think about the current arrangements in the Act, which require the landlord's consent for any fixtures, renovations, alterations or additions?

Landlords like the current situation where a tenant has to have permission to make any changes. Tenants on the other hand often do not like it as they perceive it as a right to make changes as they live there which is interesting as those same people, when renting a car/TV etc, would not consider it appropriate to make changes to them.

Personally I will often put up pictures, mount TV's on walls, have ceiling fans installed for my tenants as I find it helps with good relationships and I know the work is done properly. I would not like the thought of tenants being able to make alterations or additions to any property I own without discussion.

## 20 What are the property modifications (if any) that a tenant should be permitted to make without first obtaining the landlord's consent, and why?

Absolutely none! Who is it that has invested hundreds of thousands of dollars into a property and will possibly be adversely affected if poor quality work is done or, in the case of items such as smoke alarms or other safety items such as balconies/railings/swimming pool fences, affects the liability of the landlord.

## 21 What are the impacts on landlords of allowing property modifications without consent?

Consideration needs to be taken about the impact on the provision of housing to tenants when landlords find out that having an investment of many hundreds of thousands of dollars can be modified to someone else's standards without permission or notification. Who in their right mind would buy an asset class that can be taken control of by another party?

22 How can tenants with a disability and their landlords be better informed about the legislation, guidelines and processes that support improved access to dwellings and the installation of modifications for people with a disability?

I have said it before that CAV currently fund 11 TAAP agencies. If they are not assisting people with a disability then they, and the many other government agencies that are supposed to be supporting this sector, need to be taken to task!

23 Where family violence is an issue, what other action, in addition to that identified in the RCFV's recommendations, can be taken to assist victims of family violence in a tenancy situation where additional security features may be required?

Assisting the landlord to both provide and, if required, remove security features to assist victims will give them the confidence to provide accommodation to this vulnerable sector.

Having a small rant, the Federal Government is happy to spend half a billion dollars on Anti Terrorism measures due to the perceived risk to the public and a small number of deaths so far, and yet there is a dearth of funding to protect the one or two women a week that are killed in domestic situations.

24 What are the benefits and limitations of the tenant's current duty to maintain the property by ensuring it remains reasonably clean during the tenancy?

Cleanliness may not be close to godliness, however it is important for the health and well-being of the tenant and the neighbours in any property. There is far less wear and tear on a property when it's maintained in a clean and tidy condition. For example, an unkempt and overgrown back yard often attracts vermin including snakes which is not good for the tenant or the neighbours and can take a major amount of work by a landlord to bring back into rentable condition. In a similar fashion, an overload of rubbish and debris inside a house can eventually soak into the fabric of the house resulting in the necessity to replace the likes of carpet and other floor coverings or even the stripping of wall plaster to remove mould/filth. There is also the ever present danger posed by hoarders with an overload of hoarded items having the ability to attract vermin and, as evidenced by a fire in a property this week, create a danger to the tenant and nearby neighbours in the event of the hoarded items catching fire.

The only limitation by tenants is their willingness to take on tasks that are needed to adequately live in a community. Rental housing is not the same as living in a hotel/motel or at home with mum and dad and not having to do anything. Renting, while not having the same level of responsibility as owning, does come with an obligation to carry out certain tasks.

25 What (if any) additional matters should be specifically required of tenants in maintaining the property?

Mostly see previous answer, however there could be an express set of rules against hoarding in any class/type of rental accommodation as this appears to be a developing problem.

26. How effective are the processes in the Act to complete repairs, including:

a) Is it useful to distinguish between urgent and non-urgent repairs, and if so, how well do the processes prescribed in the Act for undertaking these repairs provide for the differences in each case?



Firstly a quick point, the Act states that the landlord must provide an emergency contact number or if using an agent their contact phone or fax number... FAXing is pretty much dead and, like postage, is old and inefficient technology. It would be a good idea to provide an email address and a mobile number to call or text to. Ideally this would be integrated into a digital system which would provide a guaranteed delivery.

It would appear to be prudent to define urgent and non-urgent repairs as both parties may have unreasonable expectations of what constitutes urgent. The Act (and the Red Book) sets out fair and reasonable guidelines for the timeline and processes for getting both urgent and non-urgent repairs carried out and also remedies for tenants should these not be adhered to. With a digital communication system where requests/responses and subsequent actions/remedies were logged then there would be far less disputes around what was said/done if repairs are not promptly done. This would also have the benefit of making landlords aware that their actions need to be timely and appropriate to the nature of the repair and would also provide some clarity when repairs are required to remedy action or lack of action by a tenant in the upkeep of the property.

## **b) What additional steps could be taken to reduce the causes of disputed repairs?**

As above, an effective digital communication system to log actions is likely to reduce the number of disputed repairs and assist anyone involved in the resolution of any disputes that come up.

I see in the supporting documentation that 15% of Landlords are using the excuse that the cost of repairs is too expensive. If they do not have the money to adequately maintain a property or carry out repairs they should not be in the business of providing rental housing.

## **27. How effective are existing processes for addressing repairs and maintenance issues? What additional measures or information would benefit the parties when a repairs or maintenance issue arises?**

Looking at the accompanying documentation, where the number of enquiries to CAV regarding repairs & maintenance constitute the second highest number overall, indicates there is either an ongoing problem with the responsiveness of landlords or an overly optimistic expectation from tenants. Further information in the documentation around the time taken to resolve both urgent and non-urgent repairs appears overly long. This in turn indicates the process does not work or the expectations are too high.

I can only again state that without effective logging of what has been said/done, along with the associated response times, the possible problem will not change.

Observations of the feedback on the Facebook site indicate that poorly performing agents have a lot to do with the dissatisfaction of tenants with maintenance issues and, again, a system to identify the bad ones can only be good for the whole industry.

## **28. What are the benefits and limitations of the landlord's duties to maintain the property, as currently prescribed in the Act?**

Observing overseas situations such as LA or New York where there is a high incidence of Slum Lords, it's not hard to see the benefits of having a duty for landlords to maintain their properties. I think instigating a system that ensures this is done in this state will improve the quality of the majority of rental stock and the satisfaction of tenants.

As an observation, having been to a number of cities in America, we must be doing something right here in Australia as we do not have in any way the number beggars on the streets or people living rough. Can we do better? Probably. Can we legislate our way into it? Unlikely.

## **29. What (if any) additional matters should specifically be required of landlords in maintaining the property?**

As mentioned before, when I see that 15% of repairs are declined by landlords as being too expensive then those landlords should not be in the market! Owning or controlling a property, be it a house, rooming house or caravan park, is a business, not a game, nor should it be entered into by persons who are not prepared to do the research and make sure that they have the resources to not only buy the property, but also to have the contingency funds to deal with the inevitable repairs.

Good landlords are as essential to a well-functioning rental market as are good tenants. Bad landlords should be identified and initially worked with to bring their performance up to an acceptable level and if this does not happen then they need to be encouraged out of the market. In saying this, the government housing providers should be held to the same standard as the statistics provided indicate that they do not follow the guidelines that they would like the private market to be held to.

### **30. Are any specific rules required in respect of smoke alarms and, if so, what should these provide for?**

For years we have disabled groups of people in Australia by creating a welfare state and a sense of entitlement as well as dependence on organisations and outside support agencies. So when we make it someone else's responsibility to change a battery in a device that could save themselves or their families lives, we further contribute to this situation.

A smoke alarm can fail (break down) just after a battery is changed or at any time between recommended battery changes so it comes back to teaching the tenant that it's important that they maintain and test this very important device. The smoke alarm industry recommend that they are vacuumed regularly and that they have an application of fly spray at the same time to avoid an insect infestation that might disable the device. This, along with teaching a tenant to change the battery and not disable the device because they keep burning the toast and setting it off, is likely in the long term to save more lives!

Landlords need to be responsible for ensuring that the alarm is working (preferably hard wired) and within its intended life span before and during the tenancy. The replacement of the alarm should be an urgent repair if the tenant has notified the landlord that it is not working when they are maintaining it.

Along similar lines, any tenant renting a house with a pool should be responsible to ensure that the fencing is fully functioning and report it if not, especially when they have children, as it's neither reasonable nor safe to expect the landlord/agent/council to come around daily to ensure it is safe.

### **31. Are there better mechanisms available to inform tenants and landlords about the schemes and avenues available to address maintenance and repair issues?**

See answer 15. There is a need for both sides to be well informed of their respective rights and responsibilities in relation to this area. If there is an app or electronic system developed to support condition reports and maintenance and repair issues, it can also be to provide relevant information to both tenants and landlords about their rights and responsibilities in different situations.

### **32. What are the specific repairs and maintenance needs of parties to a rooming house, caravan park and site agreement, and how well are these needs currently met?**

Insight into these areas should be sought from the providers as to the specific issues they face as they will be different to the mainstream house/apartment tenancies. If they cannot be integrated into the RTA then it would be best that they have separate legislation to meet the needs of their industry.

### **33. Should different rules be adopted for these types of arrangements, and if so, what should these be?**

Same answer as previous and, as they are included in the RTA, they will need to have separate mention in that Act.

## **Condition of property at the end of a tenancy**

34. What issues (if any) does the absence of an explicit duty relating to the condition of a rental property at the end of a tenancy raise for landlords, tenants and property managers?

Quite a number of tenants do very little to keep a property in good condition throughout the tenancy with the attitude that they will do it all at the end. The problem with this is that, in the case of gardens and lawns, they look bad when they have had to be hacked back to normal from excessive growth and makes it harder to rent to the next tenant. Internally, unless the tenant has professional exit cleaners (or they have the skills not demonstrated during the tenancy), the property will just not present well to tenants looking for a nice clean home. There needs to be an explicit duty to maintain throughout the tenancy (as a minimum) the same condition as when the tenant moved in.

If the whole condition report and ongoing expectation is well set and monitored, along with the clear expectation that the property is to be returned in the exact same condition (with the exception of fair wear and tear), then the end of a tenancy should be a smooth process.

## **Responding to breaches of the Act**

35. How effectively do the current remedies in the Act address problems relating to property conditions and standards? What alternative or additional tools or initiatives could assist parties to independently resolve disputes?

There is no doubt that there are poor landlords and poor tenants, but, from what I can see from the sometimes poor statistics and anecdotal evidence presented in these papers, the majority of tenancies work well. From my perspective I work hard at communication and, when I have problems, it's nearly always a breakdown or lack of communication.

I think if the Act was adjusted without making large changes, along with a system to bring all the communication into one area, there would be an almost immediate improvement in compliance by both sides. For those situations where a dispute has to go to a process for independent adjudication, that person/organisation will be in a far better position to make a balanced judgement as the facts (history) will be self-evident.

36. What other ways could vulnerable and disadvantaged tenants be better supported to independently resolve disputes?

Stop putting huge amounts into organisations such as the 11 TAAP agencies, some of whom now exist to further their own agendas rather than working out ways to better support those who really need it. I also caution that over supporting rather than enabling this group of tenants will only create further dysfunction and dependency in years to come. They have to exist in this world, not in a world where everything is done for them. A system that encourages and informs them to manage their own tenancy as described above will encourage them to deal with issues independently, with external monitoring by third parties if required.