

## Submission for Proposed Residential Tenancies Regulations 2020

To whom it may concern,

I have been a property manager for close to 10 years in Victoria and I've read through the upcoming changes to the Residential Tenancies Act and the proposed Regulations to come into effect in 2020.

### Safety-related Activities

It is fair and reasonable that a Rental Provider supply smoke alarms and carbon monoxide alarms, plus regular tested of these, along with gas safety checks, pool compliance and water tanks for bushfire-prone areas.

There is also an expectation that the Rental Provider conduct regular electrical safety checks, I feel this is reasonable where there's been substantial changes or on old homes (such as heritage). For newer homes or properties where there's been no substantial changes since the last check, this is an added cost which will likely be unnecessary.

The gas safety checks and carbon monoxide alarms doesn't specify whether these will be for all properties with any gas appliances, or properties only with gas heating. If the gas check is for all properties with any gas appliances (such as only a gas cooktop) this is an unreasonable expectation and will incur unnecessary expense and likely result in gas appliances being replaced with less economical electrical appliances.

I believe it's reasonable that pool safety barriers are inspected on a regular basis (2-5 years) as despite increasing costs to the Rental Providers, it is important to ensure barriers are maintained and inspected regularly.

### Minimum standards

I look after many apartments in Metropolitan Melbourne and I believe there needs to be further clarification around what locks are accepted, and whether an apartment with secure access is exempt from requiring deadlocks.

We also look after some apartments that do not have ovens, all have either a supplied microwave oven or countertop oven – but they are not fixed appliances, nor as useful as a traditional oven.

In all these circumstances the kitchens do not have enough space to install a full-sized oven, which would result in the need to do a full renovation on the kitchen to allow the installation of a traditional oven to the premises.

If a full oven needs to be installed, this would result in the property needing a substantial amount of work to the kitchen area. Renters would need to allow these works to take place and may need to vacate for this to happen, plus would substantially increase the rent.

### Modifications to rented premises

The best terminology for this would be may as it removes any ambiguity. I do not feel a Rental Provider must provide written consent to minor changes, if the Renter is liable to restore the property back to its original state – with the exception of fair wear and tear.

I find that with the existing legislation of sub-letting having the term “cannot unreasonably refuse” gives too much grey area and confusion. Therefore if there’s the option to have “may” this would be the best option going forward.

I do not feel it’s reasonable to allow a tenant to modify the property, without needing to restore it to its original state. All rectification should be carried out by a qualified tradesperson to avoid disputes for poor workmanship.

### Condition reporting

I think this is a valuable part of the changes, however I believe it would be unreasonable for a Rental Provider or their agent to know at all times whether items such as telecommunication connections to the property are working. This would rely on all previous tenants to advise of faults with these systems, or having power and phone lines connected at the property when conducting inspections and also having something to test these lines prior to a tenant commencing the property.

I feel a more reasonable approach would be to clarify who is responsible for paying for these types of connections and having it a requirement that requests for these services cannot be refused, and that they must be conducted in line with non-urgent repairs.

There seems to be a level of expectation that a Rental Provider or their agent can report on the full structure of the building, but without the qualifications of a building inspector we can only make preliminary judgements based on the visual presentation of the property.

### Rental provider must not request prescribed information from applicants

I do agree that a lot of Rental Providers or their agents ask for an excessive or intrusive amount of information. As a self employed Renter myself I often found it difficult to disclose my income, without being asked for a lot more information than is reasonable.

It is also reasonable for a Rental Provider or their agent to request a copy of a document such as a Visa and passport to determine suitability for the property. This would be to ensure that when signing a Rental Agreement that the applicant can stay in Australia for the duration of their Agreement and has a valid passport in the event other forms of ID cannot confirm the Renters identity.

If the Rental Provider or agent is not aware when a Renters Visa expires and they have issued an Agreement beyond this date it would leave the Renter liable for charges in relation to terminating the contract before it expires which is unfair to a Renter.

It is reasonable to expect that a Rental Provider or their agent can confirm with certainty who is renting the property and whether they can stay in the property for the full term of the agreement.

## Section 11 – Prohibited terms

This section says that a Rental Provider cannot include a term in the lease which “unreasonably limits” the Renters activities, and also identifying the Rental Provider for conduct of themselves or their visitors.

What could be seen as unreasonably limiting the Renter’s activities? The Rental Provider should not bear the risk of being uninsured due to someone else’s misuse or negligence, they should also be indemnified for the conduct of the Renter and their visitors as the Rental Provider cannot foresee the conduct of the occupants of the property.

As an example, if the Renter climbed on the roof to watch fireworks and fell off – there is no way that the Rental Provider should cover this type of injury as it’s completely negligent conduct on behalf of the Renter.

Overall, I believe that the majority of the proposed Regulations will have the desired outcome for most Renters, Rental Providers and their agents. The proposed Regulations also clarify questions raised when the RTA amendments were released, however there are a number of points that appear unnecessary or are too restrictive the Rental Providers rights.

Sincerely,

Samantha Gatherum-Goss