

SUBMISSION REGARDING RENTAL LAWS IN VICTORIA

Background

We have had rental properties for over twenty years and all have been managed by a real estate agent. We have had cause only once to have a tenant evicted, however we have had one tenant who caused both ourselves and the managing agent extreme stress and grief.

It seemed to me that she would threaten to take us to court for anything that happened. Leaves blocking a drain, a small gap under the roll a door in the garage, light bulbs, the toilet seat, etc. she set fire to the lounge room heater by putting the wrong fuel in it but failed to tell us and did not have to replace it. She had a three year lease because she said she had children she wanted to have a secure lease for and yet when her divorce as settled she moved to Sherbrooke or somewhere in that area. She did take an issue to court in the first year and abused the magistrate when she was found to have no case. But we could NOT remove her as she had a three year lease.

The rental properties we have had have all but two not been potential development sites. However, they have all been of very different standards. Therefore, the rent asked for them have all been very different reflecting the type of home and the age of the home. I agree that all rental properties should be lockable to be safe, have working windows, blinds/curtains for privacy, have working kitchen stove and cook tops, have all taps operable, and be kept up to the standard it was when rented. However, if a tenant rents a property at a low rent because of the condition (due to age etc), then this is what the person owning the property has agreed to rent to them. It is not also feasible financially to install heating, air conditioning, fix wall cracks, renovate internally etc. The rent would have to go up to cover it which then means the renter cannot afford it any more. The property may be going to be developed so the money spent would be a total waste.

Pets

One of the rental properties we have has no back yard and little front yard so would not be suitable for a large dog. We would have no say about this it seems. We would not want a litter tray in our home as we would have no say about it being kept clean. We would have no control over the damage urine can do to floors etc. We would not think it is reasonable for a renter to have pets if there is so little control over the standard the pets would be kept in. While a renter is living in the property yes, it is their home, but they do not own it and the owner of the property should be able to impose conditions like no pets.

Modifications

A potential renter should advise the owner before accepting a rental property if they intend to modify the property and if the owner is not happy, they should not have to allow the property to be modified. If after the rental agreement commences there is a need to modify the property, the owner should have to be consulted as to what the modifications are and how best to achieve them.

Owner obligations

It should be made clearer in legislation what the owner is obliged to attend to and what they are not. My view is that light bulb replacement is not the responsibility of the owner for example. The wear and tear of a cook top where the on/off signage has faded should not mean the whole cook top has to be replaced by the owner as we had to do because of the threats by the renter. The toilet seat slightly slipping had to be replaced according to the renter and we were told we had to replace

it. Did we? No one could really tell me. She had a flood in the garage in a once in a century downpour. She had stored a lot of furniture in the garage and carried on about the water all that weekend stating we had to pay for any damage to the furniture etc etc.

General comments

Within the next twelve months I will not be renting any properties to anyone given the new and proposed laws. The renters already have all the right on their side in my view and we have always done the right thing and had any issue fixed upon request. We have been threatened over tiny issues non -stop for the three years the person rented our investment property and we will now sell it next year. Getting the one troublesome tenant out was extremely difficult and now it seems impossible until they have failed to pay rent for weeks, they can leave the place damaged way beyond what the bond covers with no consequences and they cannot be made to leave if the property is not being looked after or in fact there are wrecked cars in the yard and obvious rubbish everywhere. By the time the process to get them out is concluded the owner is way out of pocket.

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