

Residential Tenancies Act Review  
Consumer Affairs Victoria  
GPO Box 123  
MELBOURNE 3001



30 January 2017

Re Proposed Tenancy Changes.

Dear Sirs,

As a landlord with 40 years experience in multi residence rental properties I wish to make the following submission on the proposed tenancy changes.

Being a landlord is a competitive position and if a property offered is not of a suitable condition, location and at a comparative pricing it will remain vacant. The landlord is still subject to all the ongoing costs with no monetary return until the variance is rectified to a market norm.

Not as the politically correct and a very militant vocal minority group portray a licence extort the community as and when they see fit. Repeated protestations to soft governments and regulation changes could ultimately force investor/landlords to exit the residential rental market. Supply would then quickly dry up, forcing rapid price escalation and with diminished availability to cover requirements.

The tenant as the customer has the perfect right to select or reject any property offered to them on any occasion and for their own personal reasons and can walk away at any time.

A landlord must be in control and responsible for the safety and security of their property all times. Subletting by tenants without written permission cannot be permitted and could possibly breach the conditions of the insurance cover on the property.

A landlord must be also able to terminate any tenancy for reasons best known to themselves once a lease period has expired and the present four month notice period is more than adequate and fair.

I agree that a rental adjustment at the start of a tenancy and on a yearly basis would be the most fair and a just condition. The pricing rate however must be at the prerogative of the landlord and or their agent's assessment of the current economic conditions and market forces and definitely not to be dictated by any outside regulation or controls.

Any extended leases of say a 5 year period should be negotiated individually between the landlord and their respective tenant if so desired. However, an extended lease period such as this could impinge on the owner's right and freedom to dispose of their property in a short term should they so desire or the need arises.

Any repairs required to be done should be notified to the landlord or their agent in writing and then should be carried out in a respectful and timely manner. Any request by a tenant for some cosmetic make over should be at the landlord's discretion and mutual arrangement.

Under current REIV contracts tenants have the right to spend up to \$1800.00 for emergency repairs after a confirmed contact with the landlord or their agent.

This is a large amount of money and a situation not to be taken in a frivolous manner.

This situation is also well known and exploited by some unscrupulous trades people.

I recently had a tenant who developed a leaking cold water shower tap on a Sunday morning and who called up one such plumber. Without any discussion on costs, he replaced a tap washer, was on site for no more than 15 minutes including time make up the account and demanded and received payment on the spot for an amount of \$817.45 including GST which the tenant later requested reimbursement.

Pets should only be permitted in a property with the landlord's and body corporate's permission. This situation must be firmly confirmed and documented in the initial lease contract and not something to be sneaked past at a later date.

In multiple tenancy residences, the health factors and rights of the other residents must be respected. If a tenant chooses to have a pet then they must select a property that allows the keeping of such pets. These premises must also be suitable for the housing of pets.

It would be very inhumane to lock up a pet all day in small single bedroom flat such as ours which are multi level and do not have any secure open space for the animal to exercise and enjoy their existence.

If a landlord wishes to preclude pets in a given property then they are reducing the number of potential tenants/customers for their property and market forces will apply.

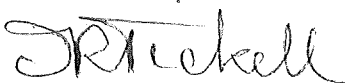
A landlord's aim is to keep their property fully occupied at all time to gain an adequate return. This also necessary to cover the massive escalation of costs by authorities such as Council Rates, Water and Gas Rates, Land Tax, Insurance, etc, that a tenant would have little knowledge or understanding of.

Any good tenant respectful of the landlord's property and their co-tenants, who meets all their personal commitments, would not have any problem in retaining a long term rental residency lease or obtaining an excellent reference for another property should they desire to relocate.

In an ongoing situation a landlord will never remove a good tenant. The time, effort and expense required attending to repairs and cleaning to bring the property up to standard again, inspections, advertising and estate agents costs, delay and loss of income in the interim, and then possibly the new tenant may not prove to be satisfactory as well. Tenants who have been asked to vacate a property generally have brought the situation on themselves.

I believe the existing legislation is more than adequate to cover the rights of tenants and any further erosion of the landlord's rights and control continuously demanded by the militant tenants group could create a change in the market place that the government and they would not like or desire.

Yours faithfully



A R Tickell