

Thank you for the opportunity to comment on the proposed regulations for rental properties.

Most of my comments concern rooming houses in particular, and are outlined below, for example

. proposed amendment is that rooming house operators will not be able to ask some questions when selecting residents. There is a section on prohibited terms and Information which rooming a house operator must not require an applicant to disclose. This includes:

1. whether the applicant has previously taken legal action or has had a dispute against a residential rental provider, rooming house operator, caravan owner, caravan park owner, site owner or SDA provider;
2. the applicant's rental bond history, including whether the applicant has ever had a claim made on their bond;
3. a passport, if alternative proof of identification is provided;
4. a statement from a credit or bank account which has not been redacted;
5. details of the applicant's nationality or residency status.

Point (5) above is important for rooming houses operators to know about prospective tenants' residential status. This has significant ramifications for those operators that focus on providing student accommodation. If the students are under 18 years of age, the Commonwealth's ESOS legislation makes it mandatory that the student has a valid visa and it is the responsibility of the rooming house operator to verify this. The proposed amendments to the RTA regulations will prohibit this.

This prohibited question is also an important matter for general rooming houses especially if a resident wished to enter into a long term agreement but may only have a few months residential status left on their visa and will be able to vacate the rooming house with 14 days notice.

Another concern is the proposed condition report which will become mandatory to use. The draft form attached to the CAV link has over 40 pages and is totally inappropriate for rooming houses. We need to obtain a condition report targeted to rooming houses so that we can provide input to the Government.

Overall the amended legislation & regulations appear heavily weighted in favour of renters, and not much concern for the landlord/rental provider, in most cases mums and dads, small investors, who bear the most risk, financing the property, insuring it, paying rates, stamp duty, capital gains, etc.

It appears they are heavily restricted with the type of information they require in selecting the right tenant, and if the tenant is quite troublesome, in terms of degrading property, sub-letting to a few 'mates', prohibited from indemnifying against 'injury or damage arising from any conduct of the resident or visitor' there is something seriously wrong with that.

Sincerely

Phyllis Menos

. I note on p. 19 Prohibited terms

For the purposes of section 94AD(1)(g) of the Act, the following are prescribed prohibited terms—

- (a) a term which purports to unreasonably limit the resident's activities for the purposes of ensuring that—
 - (i) an insurance policy of the rooming house operator is not invalidated or subjected to increased premiums; or
 - (ii) any benefits that may be paid under an insurance policy of the rooming house operator are not reduced;
- (a) a term that requires the resident to indemnify the rooming house operator for any injury or damage arising from any conduct of the resident or visitor of the resident;

Comment [CE1]: Do not agree with is. It places an unreasonable/unrealistic economic burden on the rental provider. Ability to insure against inordinate loss and keeping insurance premium viable affects the viability of a business.

Comment [CE2]: This is not acceptable, appears to give carte blanche to an irresponsible tenant and visitors, to be irresponsible and engage in conduct leading to injury or damage without consequences

- **p20 S41 Information which rooming house operator must not require applicant to disclose**

For the purposes of section 94H of the Act, the following information is prescribed—

- (a) whether the applicant has previously taken legal action or has had a dispute against 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;
- (c) a passport, if alternative proof of identification is provided;
- (d) a statement from a credit or bank account which has not been redacted;
- (e) details of the applicant's nationality or residency status, if this information is not required to assess eligibility for public housing or community housing;

Comment [CE3]: This information should be available along with extenuating circumstances to allow a rental provider to make a well informed decision. Otherwise the rental agreement is very one sided, especially in the case of a 'serial' mischievous individual.

Comment [CE4]: Why is that an issue? why hide it from prospective/unsuspecting rental provider, especially if the bond has covered any reasonable expense

Comment [CE5]: How to protect against possible identity fraud? This recommendation makes little sense. Especially in rooming house environment, exposing fellow residents to unnecessary risk

Comment [CE6]: What if they are an illegal immigrant or terrorist risk?

Comment [CE7]: See earlier comments, previous page

Comment [CE8]: what is the tenant chooses to pay in cash?

Comment [CE9]: Is this in addition to gas inspection every two years? Why?

Comment [CE10]: Is this a new proposal for Class 1B, is there a demonstrated need for this, other than increasing costs, which will have to be passed on to people who usually can ill afford it. Same goes for c)

Comment [CE11]: see 3)

Comment [CE12]: Are these additional proposed requirements, sections g) h) k) l) n) they may not be viable for existing rooming houses, greatly add to costs, which will necessarily have to be passed on the tenants, that in most cases can ill afford them. As such they are inadvisable, unless there is a grant provided

- **p22 S44 Payment methods for rent—rooming house**

For the purposes of section 99A(3)(b) of the Act, the prescribed payment method is electronic funds transfer.

- **S46 Safety devices**

For the purposes of section 114A of the Act, the following safety devices are prescribed—

- (a) a smoke alarm;
- (b) a carbon monoxide alarm;
- (c) a residual current device;
- (d) a pool fence;
- (e) a fire sprinkler system;
- (f) a fire hose reel;
- (g) p23 a fire blanket;

• **p26 53 Prohibited terms**

For the purposes of section 144AA(1)(e) of the Act, the following terms are prescribed as prohibited terms—

- (a) a term which purports to unreasonably limit the resident’s activities for the purposes of ensuring that—
 - (i) an insurance policy of the caravan park owner or the caravan owner is not **invalidated** or subjected to **increased premiums**; or
 - (ii) any benefits that may be paid under an insurance policy of the caravan park owner or the caravan owner are not reduced;
- (a) a term that requires the resident to indemnify the caravan park owner or caravan owner for any **injury or damage** arising from any conduct of the resident or visitor of the resident;

Comment [CE13]: Not been insured is an unacceptable risk for any business operator. And unreasonably limits and interferes with a private business. Same with ii) below

Comment [CE14]: Disagree with this, it is unacceptable to place burden of tenant and visitor conduct, including injury at the door of the business owner, who has no way of controlling same

p45 5 Length of agreement

Note: If a fixed term agreement ends and the renter and rental **provider** do not enter into a new fixed term agreement, a periodic (for example month by month)residential rental agreement will be formed.

Comment [CE15]: Option to terminate

p48 PART C—SAFETY-RELATED ACTIVITIES

14. Electrical safety checks

- (a) The rental provider must ensure an electrical safety check of all electrical installations, fittings and appliances provided by a rental provider in the rented premises is conducted every **2** years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check on request of the renter.

Comment [CE16]: Additional cost translating to increased rental, is there problem with current 5 years?

p49 (iii)

- (i) information about the **renter’s obligations** to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

Comment [CE17]: How is that enforced,? Act/regulations specify substantial penalties for rental provider failing their obligations, but none for renter - unfair, does govt care? Rental providers are a 'private' concern not public housing by default

p52 25. Modifications

The renter:

- can make some **modifications** without seeking the rental provider’s consent. These modifications are listed on the Consumer Affairs Victoria website;
- must seek the rental provider’s consent before installing any other fixtures or additions;

Comment [CE18]: If this includes picture hooks, it interferes with insurance, installing picture hooks is a claimable event. Is govt going to provide their own insurance for property/landlords

- can apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act;

p53. 28. Urgent repairs

Section 3 of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundry supplied by the rental provider.

A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to **immediately** do the repairs and the residential provider has not carried out the repairs.

Comment [CE19]: There has to be a few days of grace, plumbers and other trade people can be hard to get, despite best intentions

30. Assignment or sub-letting

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider:

- cannot unreasonably withhold consent to assign or **sub-let** the premises; and
- must not demand or receive a fee or payment for consent, other than the reasonable cost to prepare a revised written agreement.

Comment [CE20]: Rooming house rent usually includes outgoings, gas, electricity, if tenant brings another tenant in, base costs increase and need to be recouped

33. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not **unreasonably** refuse a request to keep a pet.

Comment [CE21]: Define unreasonable, is there an objective measure? animal that is dangerous to fellow tenants, makes noises, eg barking incessantly causing nuisance, damaging garden, internal fixtures