

To whom it may concern,

Date:09/Feb/2017

Subject: Response to FSH Residential Tenancies Act Options Paper

I write to express my concern regarding some of the proposed options outlined in the *FSH Residential Tenancies Act Options Paper*.

As a landlord/property manager in Victoria I am already bound by a substantial number of obligations and restrictions. I urge you to take these into account as you consider further changes to the Residential Tenancies Act. It is important to protect the rights of the tenants but also the rights of the landlord should also be considered, it cannot be one sided.

I have real concerns regarding a number of proposals including:

- **Pets in Rented Properties Option 5.2:**
Pets in rental (this need to be given careful consideration, there should be an option if the landlord is happy to have pets and if so the appropriate bond paid and if the landlord does not then that is at their discretion) I have also experienced in the past bonds do not cover damage by pets because the bonds are not indexed with CPI. Labour, material for repairs keep going up therefore after the many years of rental with that same tenant, the tenants bond are out of sync against the ever rising maintenance costs. So it does not cover repairs down the track.

The other reason why some Landlords don't want Pets in properties is it will limit future perspective tenants that will be looking through the property because of some carrying allergies. Therefore not selecting your premises for that reason. It has been know that it does not matter how much you spend fumigating a house after pets,the smell still remains and only people with that condition know this. This apparently is a fact.

- Extending leases without consent (this option in not feasible as both parties need to sign the lease agreeing to all terms;
- Minimum standard; these minimum standards are already set out in the Victorian Building Regulations and Codes.
- Urgent Repairs. The time being reduced from 14 days to 7 days time frame should apply to landlords dealing direct with tenants. Where Real Estate Agent's are being used the time frame of 14 days should remain. To give the Landlord time to assess the repair/s and to get back to the Agent/tenant. This also gives sufficient time for quotes to be sort by the Agent on behalf of the Landlord.
- Landlord repairs maintenance bond:
I see no reason why a maintenance bond should be given by the landlord when one the landlord loses interest on any money being held by others. Secondly, if an urgent repair is required and the Landlord does not act, then this can be followed up through VCAT by the Agent on the tenants behalf. Thats if the repairs are not followed up within a certain time frame.

- Modifications under Option 8.20B:
Also concerns me because the term “Non-structural” modifications can be made to a rental property without landlord consent. Meaning if a tenant wants to paint the house inside with their own colour scheme that does not meet the internal houses decor, ie Door Frames, Windows, Skirting colours, Architraves, Kitchen, Bathroom and Laundry colours then, will the bond left in the first year of contract be enough to cover all painting and decorating costs years down the track when everything has gone up in price? ie Labour, Materials etc. “I don’t think it would cover the costs associated to bring the house back to its original colour scheme and state” There should always be Landlord consultation and approval before anything is done to their property.
- Option 5.5 – Seven Days notice for general inspection or valuation:
The current 24 hrs notice is insufficient as a time frame. The reason being is if there is a NO PETS agreement between Landlord and Tenant and going through an Agent, so when the Agent notifies the tenant that they will be inspecting the property in 24hrs, the tenant then has time to relocate that pet or pets temporarily until the inspection has taken place. There needs to be a condition or clause put in place that random inspections can take place for this reason alone. I have experienced this recently with a property just sold. I only found out because a prospective buyer wanted a look through the house before Auction time and the new agent acting on our behalf just dropped in and surprised them. Even though it was only for a few minutes. We had a NO Pets policy or contract with that tenant through an agent. But they had pets.

I have also concerns regarding:

- Landlord providing home address (if there is no property manager then this is necessary otherwise all correspondence should be forward to the property manager)
- No lease break fee (there is already flexibility in the Act for hardship cases)
- Goods left behind (this is unfair as the onus would be placed on the agent or owner rather than CAV for a claim from the tenant for valuable items left behind and removed.

Also, what I should of mentioned as part of this Bond and goods left behind and that is agents that are acting on behalf of the Landlord, should not only take a copy of the License but they should take copies of an employment address in-case they decide to leave without notice and in that way they can be tracked down more quickly. Because the license only has their current address which they have vacated.

Thank you for considering my response. I look forward to seeing a fair outcome for landlords upon conclusion of the RTA review.

Yours sincerely

Paul Anastasios

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