

To whom it may concern,

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.

I have real concerns regarding a number of the proposals including:

- Fixed term tenancies (Option 3.3)

The owner should be able approve or reject the tenant using the option to extend fixed term leases. Surely an owner should be able to determine the future of their own property. What if personal circumstances change, ie. Divorce, hardship, children moving in, etc . Even commercial leases have a clause to protect the owner. The owner must give the tenant x amount of notice informing them the options will not be extended.

This limits my rights to the use of my property. I, as an owner am obligated to have to pay all the expenses for someone else to tell me how long I must keep a tenant. Applications for tenancy will be heavily scrutinized making it more difficult for tenants to rent a property.

- Landlord's details must be provided in tenancy agreement (Option 4.8A)

One of the reasons I use a property manager is because I cherish my privacy, my safety and my peace of mind. The agent's details are used in the tenancy agreement. Giving my private details to tenants who I don't even know negatively impacts on my peace of my and I have very serious safety concerns.

I don't know the tenants, what they are capable of and who they'll give my private details to. Crime is on the rise. I don't need to make it easier for another person to take the law into their own hands.

Option 4.8B is much fairer, landlord's details can be released upon request by court or VCAT tribunal.

- Lease break fees (Option 6.1 – 6.5)

The tenant should be responsible for all fees for re-letting the property if they break their lease. Why should the landlord have to pay for re-letting fees when he has worked out his finances based on the existing lease.

The landlord is not a bottomless pool of money.

Re Severe Hardship in Option 6.4, if compensation to the landlord is capped at two weeks then it should also be capped at two weeks for the tenant. Having a clause which says 'award compensation to the tenant as it sees fit on a case by case basis' gives no guidance to the landlord. This is supposed to be FAIR for both parties, not one-sided.

- Goods left behind (Option 6.6B and 6.6C)

This creates significant and unnecessary expenses including removal of goods, storage costs and costs to discard the goods if they are not claimed. Organising transport and storage is time-consuming for the property manager and landlord and there is no incentive for tenants to remove items quickly. The onus would also be placed on the agent or owner rather than CAV for a claim from the tenant for valuable items left behind and removed.

- Condition Report checklist (Option 8.5)

Some of the examples used which need to be included in the Condition report checklist are excessive and beyond the knowledge and expertise of the owner or property manager.

Providing service history of appliances implies there will need to be routine services for hot plates and ovens. This is an unnecessary expense for the owner. These appliances do not emit any life threatening fumes. This is quite excessive. I don't service my appliances at home, they are fixed when they stop working.

How is an owner or property manager supposed to know if mould is due to tenants not opening windows or external or structural factors?

- Minimum health, safety, amenity standards for vacant premises (Option 8.13D)

The Victorian Building Authority (VBA) determines the necessary standards needed to obtain a Certificate of Occupancy for a dwelling. These are the minimum standards which need to be met.

Imposing a new set of minimum standards for renters causes more cost and confusion to the building industry. Which standards does a builder need to follow – The VBA's as the client will be living in the property, or, these new minimum standards because it might be rented out one day. You cannot have 2 sources of authority for a dwelling. The existing source of authority is the VBA.

The VBA already defines when properties need to be upgraded to meet new standards.

Rental properties should not have a higher standard. One standard for ALL.

- Modification (Option 8.20B)

This could lead to financial loss to a landlord. Tenants should only be allowed to make modifications to a property with the landlord's consent.

See the photos below of 'Modifications' my dad's tenant did to the property within 6 months of moving in. My dad has full landlord insurance with tenant protection. The insurance company doesn't consider it to be Malicious, the tenant keeps saying it's

an improvement, gone to VCAT and my dad is out of pocket over \$15,000 to re-paint and replace lino.

The tenant painted over neutral coloured walls and trims. Used water based paint over oil based paint on trims. Painted around window furnishings. Largest room painted dark purple and black. Paint all over the floors.



- Urgent repairs (Option 8.32)

This is placing unnecessary pressure on property managers and landlords when tenants can already undertake urgent repairs up to the value of \$1,800.

- Landlord repairs maintenance bond (Option 8.35)

There is no benefit for the tenant to require a landlord to have a maintenance bond. Tenants already have sufficient recourse through VCAT which can order rent paid into a special fund until repairs are repaid. As outlined above, tenants are also entitled to be reimbursed for expenditure of up to \$1800 on urgent repairs. Invoices issued to the landlord by a tradesperson has nothing to do with the tenant.

- Notice to vacate for no specified reason (Option 11.27B – 11.27D)

This notice IS “no specified reason”, therefore NO reason needs to be specified. There are so many restrictions already placed on a landlord.

Removing the notice to vacate for ‘no specified reason’ will take away a valuable right to the landlord. This right is available in every other major Australian state, including New South Wales

Having to apply to VCAT to use this type of notice will add more pressure on VCAT. From my experiences with VCAT, decisions have not been consistent, therefore what reason may be acceptable for one member may not be acceptable for another. This causes undue stress for the landlord.

Throughout this options paper it discusses retribution to the owner re providing misleading or deceptive statements. I have not been able to find where there is retribution to a tenant for same behaviour. This is very one-sided. Same rules should apply to both parties.

I can't believe we are going down a path where a tenant lives better than a home owner.

It's a give me, give me society we now live in. All glamour and no substance.

The government keeps telling us we need to fund our own retirement. I budget heavily and make so many sacrifices to make ends meet so I don't need to rely on the pension when I retire. They better realise if they approve these changes then there'll probably be investors leaving the market and going onto a pension. There is no incentive to keep investment properties. I might as well, sell up, enjoy my money now and live more frugally when I am of retirement age.

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

Yours sincerely



Diana Akritidis

