

**For the Urgent attention of: Regulation Policy and Governance Services, Department of Justice and Community Safety**

<https://engage.vic.gov.au/rentingregulations>

I feel the following changes to the Victorian Residential Tenancy Act will unfairly impact myself as a Property owner. As a consequence of such changes my continual costs to hold my current property will definitely increase.

These increases will be significant on many levels and as such I am not able nor willing to carry these increased costs alone. I will have no choice but to pass them onto both my current and future tenants, resulting in higher weekly rents.

I anticipate that the associated costs of completing the works as required will require me to pass on a rental increase of more than \$20 per week, in addition any rise in the local rental market. I do not believe this to be the intention of the reforms – however it is certainly going to be a consequence of the additional requirements that I must fulfil if not modified.

Here are the changes I oppose and my suggested fairer alternative outcomes:

#### **S. 64 Modifications to my property**

I disagree that tenants now have the right to make prescribed modifications to my property without my consent. Such as adding picture hooks, caulking to stop draughts, securing furniture to walls and adding flyscreens or blinds. I support the current act that ensures tenants seek my consent before such modifications are undertaken.

Many of these changes usually require a skilled person to perform correctly and if done poorly may result in damage to my property or added costs to rectify the changes at the end of a tenancy period

#### **Compensation for sales inspections**

Compensation (paid by rental providers to renters) for each time a property is to be made available for a sales inspection, is proposed to be ½ days' rent payable under the rental agreement. I want to see it be limited to an hourly amount for the time the renter must have the property open for viewing only and not a full half a day.

#### **S.9 1ZZG End of fixed term renewal**

This clause may force me to remove my tenants at the end of every 12-month fixed term thus resulting in a greater turn-over of tenants. This directly opposes the aim of the policy to provide longer term rental housing for tenants.

Rental providers should have the ability to issue a 90 day End of Fixed Term Tenancy for all subsequent tenancies, in addition to the initial lease.

#### **S.31v Maximum bond amount**

I disagree with the proposed change to limit collection of a higher bond for properties unless the weekly rent is greater than \$900 pw.

The current median rental in Victoria is \$400 per week. These regulations will be reviewed in less than 5 years time, at which point we expect the median rental to be \$450 per week.

The approximate time taken to remove a non paying tenant from my property is almost 7 weeks, which means that I will lose a minimum of 3 weeks rental – and this does not take into consideration the cleaning and damage that is left behind after the eviction, which can range from \$500 - \$5000 in many instances.

A more appropriate Bond Limit would be \$500 per week.

As a result of this change, I will have to ensure that I am very selective in my tenant selection process, meaning that unless applicants have strong rental references from well known and reputable Agents to attest to their suitability then I will be unable to accept them as a tenant. This will deepen the accommodation crisis for renters leaving them without suitable rental properties. Rental providers will not be prepared to give 'second chances' to renters that may not have an impeccable track record.

### **5.71A- Keeping a pet**

I support renters' ability to house a suitable pet in my premises upon me granting permission to do so.

I do not support the inability to remove a pet from my premises if it was bought in after a tenancy agreement begun, and without my prior consent.

I also disagree that VCAT can now overrule my decision to determine that the type/size and breed of a pet is suitable for my premises. Example if I have good quality, non scratched polished floor boards and the tenant has a dog. Or if my premises has no balcony or outdoors area and the tenant desires a large breed dog that is not suitable to such living conditions.

I propose that owners still be given the right to determine if a pet is suitable to be housed in their premises and if not they be given the right to decline that animal or remove it from their premises.

I hope these points will be taken into consideration, as the direct and indirect consequences will be felt right through the property and rental property markets, resulting in shorter term tenancies for all renters as well as a significant increase in the rental rates that

### **S92 Goods left Behind**

No time limits have been proposed for the keeping of the items referred to as prescribed goods. I should not be burdened with holding on to urns, trophies, medical equipment, prescriptions etc. indefinitely. I propose that after 6 months of holding these items that they would be disposed of, as they are obviously unwanted and out of date by this time.

I trust that you will strongly consider my recommendations in relation to the changes to the Residential Tenancies Regulations, before the Draft has been approved.