

12 December 2019

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To whom it may concern,

I refer to proposed changes to the Residential Tenancy Act in Victoria.

I have recently acquired a property for rental in Victoria, hence the reason for my submission.

In many instances the proposed reforms are reasonable and I believe they help to make for a balanced and safe residential rental market in Victoria.

I do however feel that certain changes to the Victorian Residential Tenancy Act will unfairly impact myself as a Property owner.

As a consequence of such changes ongoing costs to hold and run my current property will certainly increase. These increases will be significant on many levels and I have not taken account of these in my decision to invest. I therefore am simply happy to bear these increased costs alone and will have no choice but to pass them onto future tenants, through higher weekly rents.

Also, by necessity the process of selecting tenants will need to be far more fastidious than would otherwise be the case, as my control over who is a suitable tenant to live in my property is potentially taken away from me.

Below I highlight items of concern and offer a proposed amendment.

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

I disagree that tenants now have the right to make prescribed modifications to my property without my consent. This includes 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.

This should 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.70. Locks**

Deadlocks - I do not agree that all external doors require a dead lock.

Fitting a deadbolt is not only costly it can be dangerous to a tenant who needs to get out in an emergency, including a fire.

I agree a deadbolt should be fitted any door that is accessible from the street or from an area not surrounded by a secure fence.

Window locks - If a current window has a key lock but the key has been misplaced then providing one may mean I need to replace the entire window. This will be a large cost especially where there is more than one window.

I propose that no key is required if the window is locked and not able to be opened from the street or on or above a second level.

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

I disagree with the removal of the 'No Fault Evictions clause' that had previously allowed landlords to remove a tenant from my property as they see fit.

This has provided landlords the chance to remove a tenant by giving them 120 days' notice to vacate.

The proposed changes will only allow me as landlord the opportunity to remove a tenant by selling or moving into my property or upon a breach notice.

The change ignores the practical incentive for landlords to retain good tenants after the conclusion of the formal lease period. It also unnecessarily overrides general principles of contract law.

Once the first fixed term tenancy is up (usually a 12-month period), generally if a tenant is behaving well and treating a property in a suitable manner, they continue to rent that property. If they are no longer a suitable tenant and not behaving in an appropriate manner, then the landlord should have the right to remove them without selling or moving into my property or serving numerous breach notices. This clause may force me to remove my tenants at the end of the 12-month fixed term thus resulting in a greater turn-over of tenants.

This change will actually be counter-productive to the policy objective to provide longer term rental housing for tenants.

## **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 twice the median rent in Victoria, approx. \$760 pw.

My property being of a lower value and therefore collecting a lower weekly rent should not limit my ability to request a higher bond. If a tenant is a higher risk or for other reason, I should have the ability to ask for a higher bond.

### **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. An obvious example is if a property has good quality, non scratched polished floor boards and the tenant has a dog.

Instead 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 should 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.

Yours faithfully,

**Scott Kennedy**