

David Jenkin Submission – re: proposed changes to the residential tenancy act - Victoria

To whom it may concern,

For the most part I am in support of the proposed and current changes to the Residential Tenancy Act and believe they help to make for a fairer and safer rental market in Victoria.

However, 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 and run 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. Also based on this new legislation my new selection process of tenants will have to be far more rigorous than in previous instances, as my control over who is a suitable tenant to live in my property is potentially taken away from me.

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.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, like 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 me to remove a tenant from my property as I see fit. It gave me the ability to remove a tenant by giving them 120 days' notice to vacate. The proposed changes will only allow me to remove a tenant by selling or moving into my property or upon a breach notice. Once the first fixed term tenancy is up (usually a 12-month period), if a tenant is behaving well and treating my property in a suitable manner, I will ensure they continue to rent my property. If they are no longer a suitable tenant and not behaving in an appropriate manner, then I 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 turnover of tenants. This directly opposes the aim of the policy 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. 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.

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 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.

Kind regards,

David Jenkin - A Concerned Victoria Property Investor.