

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

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 turn-over of tenants. This directly opposes the aim of the policy to provide longer term rental housing for tenants

Kind regards,

Thomas Baltatzis

- A Concerned Victoria Property Investor.