

To whom it may concern ,

I have serious concerns about the proposed and current changes to the Residential Tenancy Act.

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.70. Locks

Deadlocks- I do not agree that all external doors require a dead lock. 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. But the three rental properties I own are in the same small country town where I live, and we don't even lock our doors, let alone use a deadlock. I think it's unfair to impose standards that might be relevant to tenants living in Carlton, and have to pass on an irrelevant expense to tenants in regional Victoria.

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

S.31v Maximum bond amount

All of my properties are 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.

Regards,

Debbie Rybicki