

Information which residential rental provider must not require rental applicant to disclose
the applicant's rental bond history, including whether the applicant has ever had a claim made on their bond;

This goes with the applicant's rental history and is relevant to ensure the person going into the property is trusted. A rental applicant shouldn't have anything to hide.

a passport, if alternative proof of identification is provided;

Providing they can provide other forms of photo ID.

details of the applicant's nationality or residency status, if this information is not required to assess eligibility for public housing or community housing.

Residency status/VISA information is needed to ensure the applicant can remain in the country for the term of the lease proposed.

Amount of rent for which maximum bond does not apply

For the purposes of section 31(3) of the Act, the prescribed amount is \$900.

Confirming this is \$900.00 per week? If above \$900.00 per week, could it be specified what bond can then be taken or assuming there is no limitations and it is at the landlords request?

Modifications which can be made without residential rental provider's consent

installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls; and

This is concerning as I have had tenants in the past put 20 hooks on 1 wall, is it suitable for a tenant to place multiple hooks to each room in the house?

installation of wall anchoring devices on surfaces other than brick walls to secure items of furniture; and

Who fixes the wall when they vacate? Or if it's not installed correctly and causes damage to the plaster.

installation of adhesive child safety locks on drawers and doors.

Who removes them and the residue at the end of the tenancy? Especially if it causes damage to the cabinetry.

Modifications for which residential rental provider must not unreasonably refuse consent

- (a) installation of picture hooks or screws for wall mounts, shelves or brackets on brick walls;
- (b) installation of wall anchoring devices on brick walls to secure items of furniture;
- (h) installation of a vegetable or herb garden;

Can the landlord refuse? This notes must not "unreasonably refuse" As 26 said that tenants can go ahead without consent? Do they have to return the garden back to its original condition at end of tenancy?

Amount—urgent repairs by renter

For the purposes of section 72(2)(b) of the Act, the prescribed amount is \$2500.

This is an extremely high amount; and a large increase from the current \$1800.00. Most landlords won't have these funds to pay back right away. A limit of \$2000.00 would cover 98% of urgent repairs.

Compensation—sales inspections

For the purposes of section 86(2A)(c) of the Act, the prescribed compensation for each sales inspection is an amount that is equal to one half of the daily amount of rent payable under the residential rental agreement per inspection.

Does this mean that if a tenant is renting a property worth \$60.00 per day, the LL needs to pay \$30.00 to the tenant for each sales inspection?

Is this the same for private inspections? There seems to be cases where the "Notice of Entry" is seen to only apply to private inspections.

If now legislating compensation, the Notice of Entry wording should be reviewed.

How does the tenant have to cooperate with the sales process? At what point does the compensation have to be paid? Is there clarification on the way the property is to be presented for the sale?

- (a) a smoke alarm;
- (b) a carbon monoxide alarm;
- (c) a residual current device;
- (d) a pool fence;
- (e) a fire sprinkler system;
- (f) a fire hose reel;
- (g) a fire blanket;
- (h) a fire extinguisher;
- (i) a fire exit;
- (j) a fire window;
- (k) a fire hydrant;
- (l) a security camera located in common area;
- (m) any emergency lighting;
- (n) a hot water safety device.

Does a landlord have to have each of these items in the property available for the tenants use if needed including the blanket, extinguisher?

Requesting it be more specific noting what it MUST have.

Relocatable pool safety activities

This safety-related activity only applies if a relocatable pool is erected on the rented premises.

A renter must not erect a relocatable pool on the rented premises for more than one day, unless the renter has given prior written notice to the rental provider.

How much notice is required?

Who is then responsible for the fencing and if something bad happens?

Is there a limit to the size of the relocatable pool?

What about the water usage issues this will cause if the landlord pays for water?

locks to secure all windows capable of having a lock;

- deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.

All windows must have locks? Including all the external doors that now just have a skeleton key?

Repairs

Only a suitably qualified person may do repairs – both urgent and non-urgent.

What is suitably qualified? Handyman repairs also? Could this be specified to “specialised trades” such as electricians, refrigeration trades, plumbers, gas plumbers etc.

Renters must fill in, sign and date the condition report within 5 business days after moving in.

And provide photograph evidence of any changes made?

The rental provider, on or before the occupation day, must provide the renter with the following information in writing:

- (i) information about how each smoke alarm in the rented premises works;

What kind of information about how it works?

- (i) information about how to test each smoke alarm in the rented premises;

But a test by pressing the button doesn't always mean it's working correctly?

Pets

Who will be responsible to replace carpet where the pet has urinated everywhere and soaked through to the underlay or treat concrete slabs?

Is it fair to have a large dog in an apartment?

Maybe the RPCA should be consulted for fair ways of treating pets

