

[THIS IS AN ANONYMOUS SUBMISSION]

Given the timing & focus of your invitation, I am restricting my observations and comments to the document entitled Regulatory Impact Statement (RIS) in light of my experience as a Renter during the period January 2011 to December 2019 AND incidents which have arisen within that time frame which prompted me to seek assistance from the Consumer Affairs Victorian, VCAT , the VBA and the ██████████ City Council (Building Surveyor's Department).

Although I will address what I see as inadequate items in due course, I must first point to a glaring short-coming (viz. interpretation of Privacy "Laws") in the current Act & Regulations that permit a Council to sit on their hands and do nothing ie. ██████████ Council claims such laws do NOT allow them to reveal the name of the Rental provider (Landlord) nor enforce compliance with the Building Regulations... This is a fundamental error in the system.

Furthermore I have found that Consumer Affairs Victoria in at least two(2) instances have shown a strong bias towards the Rental Provider (or their Property Manager). And, what is even worse, I have observed a huge variation in the quality of adjudication on the part of VCAT members... so much so that a member not only

- (a) Erred in favour of the Rental Provider (and Property Manager), but also
- (b) Refused to acknowledge the error and
- (c) Used Section 62[1] to terminate the application brought by the Tenant (Renter)

... AND Consumer Affairs Victoria claimed such matters were outside their charter !

To rectify this I was obliged to seek an astute & caring person in Legal Aid Victoria to lodge a submission with the president of VCAT to have the Order corrected (over-turned). This was a severe blight on the integrity & veracity of The System.

To learn how "the system" worked and confirm my suspicions, over a 7 month period I attended VCAT hearings in four(4) different venues/jurisdictions.

Now.. to my comments on the RIS document...

1. It is proposed that, for example, "electrical switchboards meet the required standard"... however, the Building Regulations excuse older properties from the requirement for installation of a Residual Current Device (RCD). This a fundamental safety feature which SHOULD be installed in every rental property regardless of age. Such a device would most likely have spared the lives of those people/workers electrocuted while installing pink insulation batts as part of the Federal Government incentive[2].

2. It is proposed that a "Rental Provider must disclose to an intended Renter any notice, declaration etc" I have experienced a situation where, as a Renter, I had no legal status in the eyes of the local Council when lodging a complaint re non compliance (of the rental property) with the Building Regulations. The complaint was deemed to be well-found by the Council but the defect was NEVER made good. The Council advised that although they may advise the building Owner(Rental Provider), there was no obligation for that same person to rectify the defect. Instead the Landlord (Rental provider) issued me with a Section 62 Notice of Termination... the premises were duly vacated and the property was immediately re-advertised for rental. At the first inspection by prospective

tenants, I spoke briefly to one of those inspecting ... and mentioned the difficulty I had with not only the property manager but also the Owner (Landlord.. rental provider). The very next day I received an abusive phone call from the same Owner etc. and within 24 hours received a follow-up phone call from Victoria Police ([REDACTED]) threatening incarceration if I again disclosed the nature of my relationship with that Landlord (Rental Provider... who incidentally lived in [REDACTED]).

3. Separate from the above, there are often many issues regarding defects & security which do NOT appear to be covered by the proposed changes. In principle I would like to see ALL items which form the fabric of the building (rental property) paid for by the Rental provider NOT the Tennant (Renter) !! All such items (eg. insect screens & security doors) are tax deductible and should form part of the "standard"...

This market place is a very grubby, incestuous & loosely controlled environment !
[REDACTED]

Finally... 1. I must add that a review/re-write of these Regulations cannot said to be comprehensive nor complete without looking-at & amending Local Council By-Laws which often run counter to the spirit and letter of The Act.

2. I have retained detailed records in relation to incidents referred to above should such evidence ever be required.

Yours sincerely,

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]