

My dear minister

As self funded retirees, dependent on our investment property generated income for our livelihood, we are most concerned with some of the proposed changes to **Residential Tenancies Act 1997, Residential Tenancies Regulations 2019** , as contained in your draft for consultation.

- a) A prohibited term is proposed as any term which purports to unreasonably limit the renter's activities – Residential building insurance policies include a clause which prohibits a business being run from the insured premises.
How is the residential rent provider expected to insure the premises, when running a business cannot be excluded in the lease document??
- b) Information which the residential rental provider must not require the rental applicant to disclose – given the presence of any one of these items would normally cause the renter to be refused a lease, you are placing the residential rental provider at considerable risk, especially given today's property values and the behaviour your regulations encourage.
- c) Advising if rented premises is known as having previously been involved in illegal drug activity would be illegal, as it is a breach of the previous tenant's rights
- d) Advising the renter of network contacts, power tariffs and the like is putting the renter in "cotton wool" – a renter who actually requires this information to be supplied would be incapable of finding a premise . This regulation has been included merely in an attempt to trip up the rental provider/
- e) Utility charges – you now want the residential rental provider to pay for the initial connection – please be sure that the wording indicates this is the initial connection (of power, gas, water, telecommunications) for the premises, and not the connection for the specific renter.
- f) Please also ensure that the act requires that all utility providers treat the residential rental provider as a party allowed to deal for that premise's connection.

I have encountered problems attempting to have a power provider recognise me in relation to solar power matters .

- g) Please ensure that the act is specific as to which safety devices are mandated for each premise type. E.g. Does a normal standalone single storey house now require fire sprinklers???
- h) I can't see the point in a carbon monoxide warning device if the only internal gas device is a gas hot plate.
- i) Please also allow a 'cutover' period for the new regulations and also for the initial safety checks of a premise.

You might also look at some of the government's projects with a view to freeing up some tradesmen for the private sector. e.g. there will be a massive rush on electrical and gas inspectors, causing their fees to skyrocket, unless you allow a 6/12 month cutover period.

- j) A renter can currently simply terminate a prior agreement to communicate on email. Would you please alter the regulations so that neither party can terminate the agreement to serve notices on email, without a significant reason. Otherwise, a renter will terminate their agreement and stop paying rent, knowing they are causing a delay of service of notices and unnecessary rental provider expense.

I would also point to the litany of recent state government failings (a few of which Fines Victoria, RBT vehicles targeted for last Easter deployment but still not roadworthy, death certificate issuance delays, failure of the new laws re assaulting emergency service personnel) and ask you to not fix that which is not broken.

My thanks for your consideration of the above.

Peter Russo

