

Response to proposed changes to the Residential Tenancy Act Regulations

Condition Report:

1. Item 7: it is not possible for a property manager to know the condition and/or existence of telephone lines. A point in the wall does not indicate 100% of the time that a line currently exists.
 - a. Internet: this can be disconnected by telephone companies if not utilised for a period of time. A property manager cannot be aware of this as it is a tenant related matter.
 - b. "Describe NBN". This is an unclear statement of what it requires. The location of any nbn should be obvious by the point (labelled by nbn) and not something that a property manager needs to note.
2. Item 8: Electrical safety check: this should not be required if the property is fitted with safety switches. The property should only be required to be checked if a tenant raises an issue/concern as part of general maintenance. This is not required under any legislation or building regulation; unlike gas safety checks.

Agreement

-Concern around electrical safety checks etc being also required on the lease agreement.

Draft regulations:

Locks: "deadlocks (a deadlock is a deadlatch with at least one cylinder for external doors"

-There needs to be recognition that fire doors cannot be altered to install deadlocks if that is not the current lock.

There needs to be a grandfathering clause.

Repairs:

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

-This clause does not clarify what is a 'suitably qualified person'.

-It is unreasonable to imply that only a professional tradesperson can complete repairs of a general nature, as the owner may in many instances want to (and be qualified) to carry out that level of repair.

Bond:

"Unless the rent is greater than \$900 per week, the maximum bond taken must not be more than one months' rent"

-\$900 is over double the average weekly rent. The original amount discussed was \$750 per week which seems more reasonable.

Electrical Checks:

-To require electrical checks every two years, when not currently required by any building regulations is an unreasonable cost to landlords.

Smoke alarm testing

-lacks clarity as to whether the owner can complete checking, as it requires "to be tested according to the manufacturers' instructions"

-is an owner report sufficient if requested by the tenant?

-requirement that the property manager should give the renter information on how each smoke alarm works is unreasonable, due to the variety of smoke alarms on the market & that we are not experts in that field. It is beyond our 'brief'. As is the requirement in the draft regulations to give the tenant information on how to test each smoke alarm.

Minimum standards:

-requirement for the rental provider to ensure that the premises comply with the minimum standards. These have not been set out for discussion.

Embedded networks

-Unreasonable to ask the rental provider to provide the tenant with: ABN of the embedded network operator and the fees and tariffs. We are not a utility company.

Safety Devices (25)

-The following safety devices are prescribed: -smoke alarm / carbon monoxide alarm / residual current device.

Is this implying that any property with a gas appliance needs to be fitted with a carbon monoxide alarm? Despite the fact that gas appliances are checked every two years, under the current building regulations? Then the onus on the owner to maintain the carbon monoxide alarm.. There is a difference between a requirement of the RTA and what is required under the building regulations. There should be some synchronicity between the two.

-The wording in the lease agreement implies that properties with gas appliances should be fitted with carbon monoxide alarms but lacks the clarity in the legislation regarding this. Imposing a requirement for a carbon monoxide alarm is unfair as it is a back up safety feature and not recommended by the MFB or building regulations.

The RTA fails to address any co-tenancy issues.

The RTA now makes it difficult for an owner in a legitimate situation to remove a tenant, as some of the measures of what is damage or illegal use etc are set too high. There is a lack of fairness for both tenants and landlords, which while difficult to balance does need to be considered to create a level playing field.

Thank you for reading through my comments.

Yours sincerely,
Rachel Thomas
Property Manager | Director