

## **RESPONSE PAPER: Residential Tenancies Act Review**

### **INTRODUCTION**

We thank you for the work that has been done to address the much needed changes to the legislation and welcome the opportunity to provide feedback in this submission.

Being both landlords and advocates to those at risk of homelessness we believe we are in a position to comment on both the rights and responsibilities of tenants and landlords in an informed and measured way. As an organisation we sought feedback from a cross section of Haven, Home; Safe (HHS) staff comprising of Executives, Managers and, Tenancy and Property Managers across four of the HHS offices, encompassing Melbourne, Geelong, Mildura and Bendigo. Though this may at times create dissonance in our responses we trust that the diversity adds depth to the overall perspective of the submission.

As requested by the Discussion Paper, we have attempted to answer all of the questions and viewed them in terms of their interrelationship.

### **HAVEN HOME SAFE**

Loddon Mallee Housing Services trading as Haven; Home, Safe (HHS) is Australia's only fully integrated affordable, crisis, transitional, support, housing and specialist homelessness service provider.

A not for profit company based in Bendigo we own and manage more than 2000 homes with total assets approaching \$300 million and are one of the largest commercial customers of one of largest banks.

Haven; Home, Safe provides tailored housing options through our Affordable Housing Association and Transitional Housing Management programs.

Having experience in both business commerciality and high to medium level subsidy provided social housing we have a strong interest in this review and consider that our perspective is both unusual as well as hopefully relevant in this discussion.

As a housing provider and landlord offering services to homeless and low income households across all demographics and target groups, we understand the unique issues of those trying to provide housing services for short term, crisis, transitional and longer term affordable housing, as well as the inherent costs that are consequences from the variety of regulations and legislation that we operate within and across, from the Housing Act, the RTA and the required performance standards of the registrar of Housing, and accreditation frameworks that apply to funded services for homeless and other people.

Where possible we have tried to indicate the competing needs that become evident in trying to provide 'one size fits all' approaches and caution that the unique needs of registered housing associations and providers in Victoria, may sometimes collide with the practical application of the RTA. We seek wherever possible to balance the often competing social needs of tenants and eligible applicants with the duties and responsibilities of commercial, and 'commercial like' landlords, where in that environment we cannot 'price-in' rental structures that may be more common in the private sector.

## **2. POLICY OBJECTIVES OF RTA**

### **1. Do the proposed objectives meet the needs of the contemporary market and will they continue to do so into the future?**

*HHS alleges that the proposed objectives broadly meet the needs of the contemporary market but that the language should be carefully considered. For example, the policy objective about promoting equity and efficiency may be better served replacing the term 'reduces unnecessary costs' with the term 'fair market value' for the particular area and function, enabling legal intervention to demand a party to rectify/resolve where rising attributed costs are associated with either party not adhering to their responsibilities under the agreement. Additionally, HHS maintains that something should be done to regulate rental charges and quantify the term 'fair rent',*

## **2. What changes could be suggested to further tailor the objectives to the needs of all parties?**

*HHS suggests the following changes:*

- *Landlords should be held more accountable for keeping a property in good condition.*
- *There is a power imbalance when the tenant is of low income and possibly has a poor rental history and that consequently they would be less likely to pursue action against a landlord if their property is not in good condition for fear of retribution. This power imbalance should be recognised and mitigated.*
- *There could be more said about length of tenure i.e. longer tenancy offered- 2 years.*
- *The provision of safe and habitable housing should not be tied to rent. It is a landlord's duty to provide safe and habitable housing regardless of rent charge.*

## **3. APPLICATION OF THE RTA AND LEASE LENGTHS**

### **3. Which, if any, of the proposed terms should replace the current references in the RTA to landlord and tenant and why?**

*HHS appreciates the concern around the term landlord being gender biased, derogatory and contributing to the sense of imbalance between the parties. To address those concerns HHS recommends the terms lessor and tenant or lessor and lessee simply because, to date, these terms are representative yet politically neutral.*

### **4. What other terms could be considered to replace the current references in the RTA to landlord and tenant, and why?**

*HHS has no additional information to provide in regards to this question being satisfied that the terms suggested are adequate.*

### **5. What costs or risks could arise from the changing the scope of the RTA to cover longer fixed term agreements as per option 3.1?**

*HHS believes some of the costs or risks that could arise from changing the scope of the RTA to cover longer fixed term agreements are:*

- *VCAT will have an increase in their workload creating additional costs*
- *Option 4.9 a comprehensive standard prescribed tenancy agreement will need to take into account both shorter term and longer term lease requirements*
- *RTA will need to be aware and include issues that are distinctive to longer term leases such as what fair wear and tear looks like after 5 years as oppose to 12 months*
- *Dispute resolution processes may need to be re-evaluated to sustain longer term agreements*

### **6. What are the potential benefits of amending the RTA to cover longer fixed term agreements as per option 3.1?**

*HHS notes that the potential benefits of amending the RTA to cover longer fixed term agreements as per option 3.1 are:*

- *Ensuring that the rights and responsibilities of both the tenant and landlord are protected under the RTA.*
- *Encouraging long term leases*
- *It gives tenants the security they need to take action against landlords without fear of losing their tenancy or facing rental increases as a result of their actions.*
- *Providing confidence to private investors*
- *Strengthening the sector's ability to undertake long-term asset planning*
- *May provide more alignment in the rental market between different lease agreements which could lead to greater clarity of the rights and responsibilities of tenants and landlords*

**7. What are any other relevant considerations or implications of amending the scope of the RTA**

*HHS, as well as agreeing with the report that amending the scope has positive implications for investors and increases the scope for innovative housing provision schemes and initiatives, cannot stress enough the importance the amendment has on encouraging long term leases and providing rental housing that is more secure and stable for tenants.*

**8. What are the potential benefits and risks of developing an optional prescribed long-term lease as under option 3.2?**

*HHS believes the potential benefits and risks of developing an optional prescribed long-term lease as under option 3.2 are:*

- *Tenants that sign a long-term lease know how much their rent will increase from year to year, regardless of market conditions.*
- *Due to the length of the lease term there may be changes to the law and government policies over the term that adversely affect the landlord or the tenant.*
- *The landlord may have less incentive to address issues the tenant has, leading to the tenant having to take matters to VCAT.*
- *The tenant will feel more confident to take action against a landlord without fear of losing tenancy or facing rental increases.*
- *Difficulties ensuring that the rights and responsibilities of the tenant and the landlord are equally addressed.*
- *Being able to cover in the long-term lease agreement, all the variables that occur in a long term lease to prevent discriminatory actions against a tenant or landlord occurring.*

**9. What features should be included in a long-term agreement to provide the correct balance of incentives for tenants and landlords?**

*HHS puts forward the following features:*

- *Straightforward dispute resolution processes that address the needs of both the tenant and the landlord*
- *Clear guidelines about rent increases*
- *Efficient processes to ensure the maintenance and upkeep of the property from both the tenant and the landlord*
- *Clear guidelines about pets*
- *Lease breaking procedures that allow for special and unforeseen circumstances*
- *Clear guidelines on limits to occupancy and or changes in occupancy*

**10. What features would not be appropriate for inclusion in a long-term lease agreement?**

*HHS speculates that there would not be any features inappropriate for inclusion in a long-term lease agreement.*

**11. What are the potential benefits and risks of providing the option for tenants to extend fixed term lease agreements as under option 3.3?**

*HHS claims the potential benefits and risks of providing the option for tenants to extend fixed term lease agreements as under option 3.3 are similar to those in option 3.2. HHS supports the increase in long-term leases as a means of providing the much needed stability to the rental market.*

**12. What other relevant considerations are there for facilitating long-term leases for tenants and landlords who may be interested in this type of arrangement?**

*HHS believes other considerations for facilitating long-term leases are:*

- *The current housing crisis and the increasing proportion of households that rely on the private rental market*
- *The implementation of NDIS*
- *The health, social and economic benefits to individuals, families and the broader community through the provision of secure and stable housing*

**4. RIGHTS AND RESPONSIBILITIES BEFORE A TENANCY**

**13. What additional information, if any, do you think should be included in the proposed information statement, other than the information outlined in option 4.1?**

*HHS supports the RTA's inclusion of an information statement in application forms about what an applicant or tenant can do if they believe they have been unlawfully discriminated against when applying for a rental property or in the course of a tenancy. We would suggest however that the information statement include examples of discriminatory actions as some of HHS's clients are unable to identify when they have been discriminated against. We also suggest that the information statement be in as plain language as possible and caters to as many language needs as possible.*

**14. If an applicant is unlawfully discriminated against at the application stage, what practical redress can the RTA provide, if any, particularly if the premises has already been let to someone else?**

*HHS recommends a provision that states that the reason for refusal be provided to the unsuccessful applicant if requested in writing at the direction of the RTA. The following provision HHS believes would provide practical redress if an applicant is unlawfully discriminated against, as it would allow the tenant access to the proof they require to take action.*

*HHS, to minimise discriminatory actions, advocates for the RTA to consist of a provision that ensures that applications are assessed in an open and transparent manner making agents more accountable for their actions.*

**15. Is the scope of the protection proposed in option 4.3 sufficient to address concerns around misuse of applicants' personal information and, if not, what other measures are required?**

*HHS hopes option 4.3 is sufficient but recommends that the RTA give consideration to a provision around the storage of applicant data as proposed legislation such as The Privacy Amendment (Notifiable Data Breaches) Bill 2016 is moving towards the increased importance of accountability in this area.*

**16. Should option 4.4 require a tenant to be offered a fee-free option rather than outright prohibiting a fee and, if so, why?**

*The majority of HHS's clients who find themselves blacklisted are on low incomes and struggle to cover every day expenses let alone additional fees. Given the importance of this information HHS supports the prohibition of charging a fee.*

**17. Is there a reason why the measure proposed in option 4.5 should not be introduced in Victoria?**

*HHS totally supports option 4.5.*

**18. Should each of the items of information listed in option 4.6 warrant disclosure before entering into a tenancy agreement, and should any other material facts be considered?**

*HHS recommends that each of the items of information listed in option 4.6 as warranting disclosure to a tenant before they enter into a tenancy agreement.*

**19. Which factors are important or most likely to influence the tenant’s decision to enter into a tenancy agreement, and which are more appropriately dealt with in a condition report?**

*HHS claims that all the factors considered could be important in influencing a tenants decision to enter into a Tenancy agreement. HHS believes that certain ‘state of the premises’ conditions could also influence the tenant’s decision and question whether they too should be disclosed prior to the tenant entering a tenancy rather than at a later date in the condition report when it becomes a more convoluted process to back out of the lease.*

**20. Would a prohibition on false, misleading or deceptive representations under option 4.7 have unanticipated consequences, or be unduly burdensome for landlords and agents to satisfy?**

*HHS believes that option 4.7 would undoubtedly be unduly burdensome for landlords and agents to satisfy if the terms of this option are not clearly defined and understood by all parties. But the burdens which would also impact upon VCAT’s workload, HHS maintains, are a necessary evil to protect the tenant from false, misleading or deceptive representations that see them bound into leases for unsuitable and unfit properties.*

**21. Is option 4.8A or option 4.8B fairer for all parties, and why?**

*HHS argues that option 4.8B is fairer for all parties as it allows the court or tribunal to make an enforceable order in favour of a tenant whilst allowing the landlord to keep their details private should they choose to do so for privacy and safety.*

**22. If a more comprehensive tenancy agreement was introduced in line with option 4.9, which requirements of the RTA should be included as prescribed terms and which should not be included?**

*HHS supports the discussion paper’s suggestion to include core rights and responsibilities for landlords and tenants and clearly indicate all duties for which a breach of duty notice can be served. A comprehensive standard prescribed tenancy agreement that promotes clarity and understanding of the rights and responsibilities of landlords and tenants, for landlords and tenants, and ensures that prescribed terms are overseen and enforceable by VCAT serves to get better outcomes for both parties.*

**23. Should each of the prohibited terms listed in option 4.10 warrant inclusion in a blacklist, and should any further terms be included?**

*HHS agrees with all the prohibited terms listed in option 4.10 warranting inclusion in a blacklist and feels the list is comprehensive.*

**24. Is there a reason why a contracting out offence, as set out in option 4.11, should not be introduced in Victoria?**

*HHS notes that there is no reason why a contracting out offence, as set out in option 4.11, should not be introduced in Victoria.*

**25. Is option 4.12A or option 4.12B preferable, and why?**

*HHS’s only concern with option 4.12B is the unforeseeable outcome where an additional term is introduced that is not invalid or on the blacklist of prohibited terms but that disadvantages the tenant. Option 4.12B is reliant upon the RTA being able to predict the future whereas option 4.12A allows the RTA to keep abreast of issues as they arise. For example, the RTA cannot predict how quickly the technology age will move and what issues this may raise for tenants.*

**26. Under option 4.12B, should the processes for a breach of duty apply equally to breaches of additional terms, or should the process for enforcing compliance with an additional term be different?**

*HHS argues that VCAT is the appropriate avenue for breaches of additional terms.*

## **5. RIGHTS AND RESPONSIBILITIES DURING A TENANCY**

**27. Under option 5.1, for breaches where the remedy requires the party to refrain from doing something, should the required timeframe to comply be immediate, as soon as practicable, or some other timeframe?**

*HHS supports option 5.1 and agrees that in situations where the tenant has caused a nuisance or interference with neighbouring premises that the required timeframe for the tenant to comply would be immediate. This is because as it stands, it more or less allows the tenant to continue causing a nuisance to the neighbours for the next 14 days and then stop.*

**28. Which option is preferable in terms of process for successive breaches of duty, and why?**

*HHS is in favour of option 5.2A as it strikes a balance between the rights of the tenant and the rights of the landlord.*

**29. What are the risks, if any, of unintended consequences arising with the measures proposed in options 5.2A, 5.2B and 5.2C?**

*HHS is concerned that option 5.2B and 5.2C have the potential to lead to a glut of compensation orders or compliance orders through VCAT that are possibly for relatively trivial breaches of duty.*

**30. Which obligations of landlords and tenants should be subject to the breach of duty process beyond the current duty provisions – all terms in the prescribed tenancy agreement (if the prescribed agreement is made more comprehensive, as proposed)? What about additional terms to the tenancy agreement?**

*HHS supports all prescribed tenancy agreement terms and additional terms to the tenancy agreement being subject to the breach process otherwise their inclusion seems arbitrary. But this support is on the proviso that VCAT monitors these terms and determines their appropriateness to be subject to the breach of duty process.*

**31. Which obligations of landlords and tenants should not be subject to the breach of duty process?**

*HHS supports all obligations being subject to the breach of duty process. HHS has no feedback to provide at this stage.*

**32. Should the RTA differentiate between a breach of duty and a breach of contract, and what should be the remedy and process for enforcement in each instance?**

*HHS has no feedback to provide at this stage.*

**33. Under option 5.3A, what would be an appropriate amount for a pet bond, and should the amount be calculated as equivalent to a number of weeks' rent for the tenancy?**

*Given that HHS has grave concerns for their lower-income clients should pet bonds be introduced, HHS can only suggest that the amount be as minimal as possible. The concerns are that generally HHS clients struggle to meet the financial demands of a bond related to the property and secondly, because HHS believes that in the majority of cases a tenant's bond payment should provide more than sufficient cover for any potential damage caused by an animal.*

**34. How could the concern that introduction of a pet bond may disadvantage lower-income tenants with pets be addressed?**

*HHS argues that the impact of the introduction of a pet bond could be addressed as with other financial demands either through a concession rate or through welfare agency assistance. Either way it creates a financial burden that has to be carried by the tax payer.*

**35. Under option 5.3B, what cleaning-related obligations would be appropriate for inclusion in an optional clause in the standard prescribed tenancy agreement?**

*HHS prefers option 5.3B and agrees with the report that the cleaning related obligations would be around carpets and fumigation in the event of pet related damage.*

**36. How should option 5.3A and option 5.3B distinguish between costs and cleaning related to the pet, and costs and cleaning related to the regular bond and state of the property?**

*HHS believes the RTA will need to provide crystal clear guidelines around what constitutes pet damage and what does not constitute pet damage. In addition, there would have to be in place measures to determine that the landlord is warranted in seeking costs for cleaning related to the pet such as fumigation tests. This raises the questions as to who will cover the costs of these determinations.*

**37. Would either, both, or neither of option 5.3A and option 5.3B be likely to incentivise more landlords to accept more tenants with pets?**

*HHS recognises that both of those options should go a long way towards providing an incentive for more landlords to accept more tenants with pets and admits that is the up side of both of these options as pets can be a vital part of HHS client lives as some of them are socially isolated and seek companionship through their pets.*

**38. Is option 5.4 likely to facilitate reasonable compromises to be made in relation to pets in tenancies, and what other options could facilitate reasonable compromises?**

*HHS believes that option 5.4 on its own would not create an environment conducive to facilitating reasonable compromises in relation to pets in tenancies but if paired with option 5.3B would, as 5.3B would lessen the feeling of the landlord that they have little say in the matter of pets.*

**39. What criteria would be appropriate for VCAT to consider under option 5.4, and should any other criteria be considered?**

*HHS agrees with all the criteria put forward by the report and can only suggest that a criteria exist where both the landlord and tenant can put forward health and mental health considerations such as phobic fear of a particular animal or dependence on a pet.*

**40. Under option 5.5, should seven days' notice be required for a valuation as well as for a general inspection, or should seven days' notice only be required for a general inspection?**

*HHS supports seven days' notice being required for both a valuation and a general inspection.*

**41. Under option 5.6, is there a reason why a landlord should not be liable for any loss of the tenant's goods caused when the landlord is exercising a right of entry?**

*HHS agrees that the landlord should always be liable for any loss of the tenant's goods caused when they exercise a right of entry.*

**42. Does option 5.7 sufficiently balance the rights of landlords and tenants where a property is being shown to prospective purchasers?**

*HHS believes option 5.7 sufficiently balances the rights of landlords and tenants where a property is being shown to prospective purchasers.*

**43. Should tenants be entitled to compensation for each inspection to show the premises to prospective purchasers, and should the RTA quantify that compensation in some way?**

*HHS can see the benefits of providing compensation for each inspection as an incentive to tenants to keep the property in a neat and clean condition which in turn increases its attractiveness to the buyer. HHS supports the*

RTA monitoring the compensation for the sake of equity but questions if it can be done given the variables involved in compensation such as tenant time, inconvenience to tenant, etcetera.

**44. Does option 5.8 sufficiently balance the rights of landlords and tenants where a property is being shown to prospective tenants?**

*HHS sees the value to both the landlord and tenant of option 5.8.*

**45. Is option 5.9A or option 5.9B preferable for regulating entry to take advertising pictures where the property is being sold or re-leased, and why?**

*HHS prefers option 5.9B as it is concerned that option 5.9A in requiring that a tenant has to put their objections in writing i.e., putting the onus on the tenant to act, is not fully acknowledging that the images may show the tenant's possessions and put them at risk especially in cases of family violence.*

**46. Would option 5.10 capture arrangements that are not properly characterised as commercial short-term accommodation, or other arrangements that should not require consent?**

*It is the belief of HHS that option 5.10 does not capture arrangements that are not properly characterised as commercial short-term accommodation, or other arrangements that should not require consent because of its onus on 'parting with possession'.*

**47. How should the arrangements in option 5.10 be defined, and should the reference to consideration be confined to monetary consideration?**

*HHS supposes that the arrangements in option 5.10 be defined to cover both commercial and non-commercial guests of the tenant and that monetary consideration covers most outcomes.*

**48. What are the risks and benefits of permitting a fee for consent to parting with possession for consideration, as outlined in option 5.11?**

*HHS believes the risks are:*

- *Tenants not being willing to disclose what they are doing.*
- *Increase in VCAT disputes*

*The benefits are:*

- *Landlords having more incentive to agree to these types of arrangements*
- *Decrease in VCAT disputes due to these arrangements being out in the open*
- *Costs involved in these arrangements being more transparent leading to less conflict*

**49. Is option 5.12A or option 5.12B preferable, and why?**

*HHS maintains that both option 5.12A and option 5.12B allow the landlord to be compensated in situations of sub-letting and assignment and therefore both are preferable. One could argue that getting the compensation upfront may be preferable to getting the compensation when the damage has been done - raising the question of whether a bond may be the answer.*

**50. For option 5.12B, what would be an appropriate cap for a fixed assignment fee?**

*HHS feels a fixed assignment fee due to the many variables involved would be hard to determine and may have to involve a range of fees along with a concession price for those on lower incomes.*

**6. RIGHTS AND RESPONSIBILITIES AT THE END OF A TENANCY**

**51. What other principles around compensation could be considered under option 6.1 to be codified into the RTA, to give greater guidance around reasonable lease break fees?**

*HHS maintains that the following principles around compensation could be considered under option 6.1 to be codified into the RTA, to give greater guidance around reasonable lease break fees*

- *Pro rata advertising*
- *Letting fees based on tenants rent at time of vacating.*
- *If a landlord served a notice to vacate 30/60/90/120 day.*
- *Tenant in return should be afforded the option of giving 14 days' notice to leave regardless of lease end date.*

**52. How can fixed lease break fees strike a balance between acknowledging the commitment of the lease that has been broken, and compensating for the actual loss incurred by the landlord?**

*HHS believes fixed lease break fees can strike a balance between acknowledging the commitment of the lease that has been broken, and compensating for the actual loss incurred by the landlord because 28 days' notice of when a tenant leaves (break lease included) is enough time for the landlord to proactively seek a new tenant and generally, most loss is covered by the Landlord's insurance.*

**53. Should the optional fixed lease break fee in option 6.2 be a set amount, or should the RTA prescribe a method for calculating the fee in proportion to the remaining term of the lease?**

*HHS asserts that the optional fixed lease break fee should not be a set amount. The reason being that it is unfair if a tenant was leaving 1 month or couple of weeks prior to the end of the lease. HHS recommends that the optional fixed lease break fee be calculated based on pro rata of term.*

**54. Should the optional fixed lease break fee in option 6.2 be higher for long term leases discussed in chapter 3.2, and if so, what factors should be relevant?**

*HHS feels unable to answer this question as it does not recommend an optional fixed lease break fee.*

**55. How can the RTA provide appropriate incentives for a landlord to find a new tenant promptly once a lease is broken?**

*HHS recommends reduced application fees.*

**56. What are the risks, if any, of unintended consequences arising under option 6.3?**

*HHS maintains that no risks come to mind.*

**57. Is two weeks' rent an appropriate cap for compensation to the landlord in cases of tenant hardship as provided in option 6.4, should compensation be capped at some other amount or waived altogether, or should VCAT retain discretion to award compensation on a case by case basis?**

*HHS feels two weeks' rent is appropriate and that VCAT should retain discretion to award compensation on a case by case basis.*

**58. Are the special circumstances outlined in option 6.5 appropriate, and should there be any additional grounds on which a tenant can end a tenancy without compensation?**

*HHS agrees that special circumstances outlined in option 6.5 are appropriate and has no other circumstances to add.*

**59. Which of the alternative options outlining procedures for dealing with goods to be stored best balances the interests of landlords and tenants?**

*HHS supports option 6.6B.*

**60. Under option 6.7, to what extent should the RTA set out the reasonable steps a landlord must take to attempt to notify a former tenant about goods left behind?**

*HHS believes that the Landlord should provide evidence of all attempts of contact. I.e. records of contact made. HHS recommends a prescribed VCAT form/notice be developed that includes the following:*

- *An outline of the goods that will be stored for required number of days*

- *The date they will be disposed and/or sold and sent to tenant via registered post*

**61. In what circumstances are landlords most in need of assistance from CAV for advice and assessments in relation to goods left behind?**

*HHS proposes that the circumstance where landlords are most in need of assistance from CAV for advice and assessments in relation to goods left behind is where there is a large quantity of goods. i.e. full household, antique or unique items where monetary value is unknown.*

**62. Under option 6.8, should landlords be under an obligation to contact CAV in the outlined circumstances, and if so, how should the obligation be framed and what should be the consequences of non-compliance?**

*HHS would recommend that landlords contact CAV.*

**7. BONDS AND RENT**

**63. Which option most fairly balances the needs of tenants in limiting the upfront costs of entering a tenancy, and for landlords to have security that tenants will meet the costs of damage to the property or unpaid rent?**

*HHS asserts that Option 7.1B most fairly balances the needs of tenants in limiting the upfront costs of entering a tenancy, and for landlords to have security that tenants will meet the costs of damage to the property or unpaid rent.*

**64. Would any of the options for limiting maximum bonds and rent in advance result in unintended consequences?**

*HHS states that the larger homes (with accordingly higher market rents) that have a limited bond payable may result in further detriment to the landlord if they later seek the bond to cover expenses such as unpaid rent but the bond doesn't adequately cover the cost of the average 4 weeks rent.*

**65. How well does option 7.2 address stakeholder concerns about delays to bond repayments when all parties are in agreement?**

*HHS argues that this is a reasonable timeframe and certainly shouldn't pose any issues when all parties are in agreement. If all parties are not in agreement, that's when the other options are followed.*

**66. Which option/s do you prefer for facilitating bond repayments when parties cannot reach agreement, and would you suggest any changes to improve the operability of the option?**

*HHS prefers option 7.3A as it is already in place and landlords are already requested to demonstrate their attempts to resolve the issue with the tenant at VCAT. Strengthening it (to a reasonable degree) by requiring a form of proof sounds adequate (i.e. copy of communication from landlord to tenant outlining the landlords reason to claim the bond and their intentions to proceed to VCAT if not resolved).*

*Options 7.3B and 7.3C do not seem fair to all parties or speedier. The process doesn't sound very practical either, with the RTBA double handling requests. It could also delay the process further if RTBA must allow 14 days for the other party to dispute it and then make the application to VCAT (when you could pre-empt this by applying to VCAT in the first instance).*

**67. Are the additional protections for tenants under option 7.3C necessary and/or fair, or is the administrative simplicity and balance of the NSW model preferable?**

*HHS states that while 14 days to lodge a claim sounds reasonable for the landlord to lodge a claim, additional time may be required for the landlord to provide accurate costings (i.e. repair/cleaning costs) as these figures are not always confirmed until the completion of work which can exceed 14 days.*

**68. What are the benefits and risks of restricting rent increases to once per year?**

*HHS maintains that the risk to tenants of having one increase per year is that the increase amount could be large (having not had one for a year) and force instant financial stress where as having smaller increases applied more frequently would be easier for tenants to adapt to the increased amount, while still allowing the landlord to increase to the appropriate market value. Ie. if market rent values increase dramatically over 12 months, the resulting rent increase could be too great of an increase for the tenant to manage in one hit. However, if increases are staggered over the year, the increase should be more manageable as they happen gradually.*

**69. Are there any unintended consequences from requiring landlords to disclose how rent will be set during a fixed term tenancy?**

*According to HHS, market rents may rise/fall faster than anticipated and landlords may be left with a pre-set rent charge that does not meet the current market, subsequently leaving them out of pocket.*

**70. Would option 7.6 appropriately balance the interests of landlords and tenants in regulating rent payment fees?**

*HHS believes landlords/tenants should have multiple rent paying options and at least 1 method should be fee-free. There are many fee free options available (ie. Direct Debit, EFT, manual bank deposits in local branches). However, due to the variables between tenant's income and the landlords rent collection preference, multiple options need to be available to tenants.*

**71. Are there any unintended consequences that could result from requiring landlords to accept Centrepay payments?**

*HHS argues that the landlord pays the fee for every Centrepay transaction (ie. \$0.99) which means if the tenant chooses to pay rent of \$200pw via Centrepay, the landlord receives only \$199.01 (\$0.99 less per payment) and the landlord is effectively paying \$51.48pa for the tenant to pay rent via Centrepay when there are fee-free options available which may be the landlords preference.*

**72. In your view, should the new RTA regulate rental bidding?**

*HHS states that yes, rental bidding can be unfair due to poor agent/landlord conduct.*

**73. Which option for regulating rental bidding do you prefer, and why?**

*HHS prefers option 7.8A with the requirement that if the landlord or agent receives a rental bid, it is disclosed to the other prospective tenants to ensure everyone has the same opportunity to put a bid forward. Rental bidding can be a deciding factor for a landlord choosing a tenant but it should be a fair process for all. Prospective tenants that are unaware of rental bidding taking place may be hindered by poor agent/landlord conduct when they should be given equal opportunity.*

**74. Would option 7.8B unfairly restrict a tenant's ability to offer a rental bid?**

*HHS maintains that yes, in a less competitive market, the tenant may want to offer a lower rental bid than the advertised price and prohibiting the tenant from doing so may impact both the tenant and landlord negatively.*

## **8. PROPERTY CONDITIONS**

**75. Does the requirement for providing the tenant with a condition report on or before the day they move in give the tenant sufficient time to determine whether vacant premises are suitable for occupation? If not, should the RTA be more specific – for example, should the RTA specify that the report must be completed and provided to the tenant a specified number of days before they are due to take possession of the premises?**

*HHS believes it should be provided on the day that they sign up and given 5 days to complete and return.*

**76. Alternatively, should the condition report be completed at the time the tenant is presented with a tenancy agreement for signing? Are the premises likely to be vacant at that time so as to enable an accurate condition report to be completed?**

*HHS maintains you cannot sign up a tenancy until vacant and the condition report should have been completed by landlord/real estate along with photographic evidence (time stamped) of any notations made on the condition report then given to the tenant to complete within 5 days of tenanting the property.*

**77. Do the proposed changes to the contents of the condition report strike a balance between relevance and ease of completion? Should more details be included (such as water and power meter readings)?**

*HHS notes that all utility readings can be included on the condition report to be read and documented on the day of sign up.*

**78. What property features particularly relevant to other tenure types should be documented in a condition report?**

*HHS believes all items relevant to a non-shared tenancy should be included in the condition report.*

**79. Is five days after occupation too long a period for allowing the tenant to complete and return the condition report?**

*HHS reasons it is not too long.*

**80. Does the proposed inclusion of photos in the report mitigate the risk of disagreement with the contents of a condition report?**

*HHS feels it does mitigate the risk of disagreement with the contents of a condition report.*

**81. Are the proposed condition reporting triggers adequate? Should a condition report be required more or less often?**

*HHS thinks condition reports should be done at the start of a tenancy (including transfer of lease), updated at each occupancy review and at the end of the tenancy.*

**82. Other than the current test of reasonableness, and the proposed Director's guidelines, what other factors might VCAT consider when assessing whether a property has been provided or left in the condition required by the RTA?**

*HHS proposes the following:*

- *Comparing start of tenancy to end of tenancy condition report and time stamped photos.*
- *The quality and age of the property components (i.e. carpet, window furnishings etc)*

**83. Is the age and character of a property relevant to determining whether it could reasonably be considered to be clean and in good repair?**

*HHS claims that the age and character of a property is not relevant to determining whether it could reasonably be considered to be clean and in good repair.*

**84. What specific tailoring of the options is required to assist the parties in alternate tenure types?**

*HHS believes there is no specific tailoring required to assist the parties in alternate tenure types.*

**85. In practice, would the requirement for deadlocked external doors improve security in rental properties?**

*HHS maintains that potentially deadlocked external doors would improve security however would need to comply with fire safety requirement i.e. not lockable with a key from inside as tenants need to be able to exit in event of emergency without having to find a key to unlock deadlock.*

**86. What other security measures (for example, lockable screen door, sensor lighting) could landlords reasonably be expected to provide?**

*HHS believes lockable screen doors do not add security. In order to improve security lockable security mesh could be supplied in place of screen doors but only where they are already installed.*

**87. Could these options be applied to other tenure types without significant adaptation?**

*HHS argues that yes these options could be applied to other tenure types without significant adaptation.*

**88. In light of available evidence on current property conditions, how difficult would it be in practice for a property to achieve compliance with basic minimum standards prior to lease?**

*HHS considers that it would not be difficult.*

**89. Is there any overlap between the duties relating to good repair or reasonable cleanliness and, if so, should those particular requirements instead be dealt with through the earlier guidelines in option 8.8?**

*HHS thinks they should.*

**90. Do any of the features listed go beyond basic standards and, if so, could they be addressed through other means (for example, by permitting particular modifications or via the tenant adopting their own solution – such as a portable air conditioner)?**

*HHS holds that the features listed are adequate and should tenants require additional features such as heating/cooling these can be dealt with through property modification requests from the tenant for approval by the landlord as is generally standard practice.*

**91. What is an optimal transition period for ensuring that landlords have adequate time to bring their properties up to any legislative standards?**

*HHS maintains that properties are to be at lettable standard prior to tenancing. If standards change during tenancy landlords should have up to 12 months during current tenancy to comply.*

**92. Should a landlord be able to lease out a property that is fit for habitation, clean and has working features, regardless of whether it meets any other standards?**

*HHS feels that no, a landlord should not be able to lease out a property that is fit for habitation, clean and has working features, regardless of whether it meets any other standards.*

**93. Would allowing conditional non-compliance with any standards undermine or weaken the landlord's incentives for addressing defects in their property?**

*HHS states that yes, allowing conditional non-compliance with any standards would undermine or weaken the landlord's incentives for addressing defects in their property.*

**94. Would the proposed additional remedies and protections against eviction encourage tenants to take possession of properties that are in poor condition at the start of a tenancy?**

*According to HHS, yes – the emphasis should be on the landlord to not let properties in poor condition or that do not meet the standards.*

**95. Does the proposed list of maintenance activities accurately reflect common practice in different tenure types?**

*HHS agrees however when landlords are taken to VCAT for maintenance these rulings need to be consistent with expectations of tenant duties i.e. if tenants are expected to change light globes and check smoke detectors monthly then the VCAT member should not be saying that landlords can't expect people to do things they cannot reach. There needs to be consistency within VCAT. Tenants should change their own light globes and check smoke detectors.*

**96. Are additional measures needed to prevent tenants from being required to take on onerous maintenance activities?**

*HHS thinks that none of the activities listed are onerous for the tenant.*

**97. Under what circumstances would it be acceptable for the landlord and tenant to agree to different maintenance arrangements?**

*HHS believes the tenant could request that the landlord undertake certain maintenance that they cannot attend to for age or medical reasons, however this would be at the cost of the tenant as negotiated with the landlord for e.g. lawn mowing. Alternatively the tenant could engage their own help to mow the lawns etc.*

**98. Would the proposed options support the most critical types of modifications?**

*HHS supposes that yes the landlord should always have approval for any modifications to the property as it is their asset and they should have confidence that modifications have been undertaken by qualified tradespeople. Landlords should not withhold reasonable requests relating to health/disability/family violence-however landlords should not be expected to pay for these modifications particularly disability ones that could have major costs associated with the request.*

**99. Are there any advantages to retaining a requirement to seek the landlord's consent for all modifications? For example, does this promote better relations between the parties, or avoid unnecessary disputes?**

*HHS states that yes there are advantages as it does promote better relations and communication and, ensures that work is undertaken within requirements and avoids unnecessary disputes.*

**100. Are there any disadvantages to continuing to strictly regulate modifications in other tenure types?**

*HHS believes that there are no disadvantages.*

**101. Would the use of a suitably qualified person reduce landlord concerns about approving a modification?**

*HHS holds that yes – all works should be undertaken by a suitably qualified person.*

**102. Should tenants be able to dispute the imposition of a supply related charge in social housing?**

*HHS believes that no tenants should not be able to dispute the imposition of a supply related charge in social housing.*

**103. Should the list of fees and charges borne by landlords also include pump out charges for septic tanks?**

*HHS states that the list of fees and charges borne by landlords should also include pump out charges for septic tanks.*

**104. If park/site owners were able to recover supply or usage charges for bulk metered utilities, what types of information would they base their calculations on?**

*HHS supports the calculations being based on average per day rate - per person.*

**105. Under what circumstances would telecommunications infrastructure not amount to a capital improvement?**

*HHS cannot think of any circumstances where telecommunications infrastructure would not amount to a capital improvement.*

**106. Does damage need to be defined in the RTA, or would the proposed guidelines suffice?**

*HHS proposes that that damage does need to be defined and the difference between fair wear and tear and tenant related damages needs to be defined for consistent rulings at VCAT – i.e. anything that is different from the condition report at start of tenancy can reasonably be attributed to tenant damage and tenants should make good or compensate landlord for repairs.*

**107. Would the proposed rewording of the tenant’s duty make it easier for the parties to understand what is expected in terms of the tenant not damaging the property?**

*HHS claims the proposed rewording of the tenant’s duty would make it easier for the parties to understand what is expected in terms of the tenant not damaging the property.*

**108. Apart from email, what other effective communication channels could be used to ensure that landlords or property managers are able to contact tenants in order to ensure that any issues relating to unrepaired damage is resolved?**

*HHS suggests other effective communication channels would be:*

- Letters/phone calls/text messages
- Forwarding address/mobile and landline numbers

**109. Would the proposed options encourage landlords to respond promptly to a request for a repair?**

*HHS believes they would.*

**110. Would the proposed changes in option 8.32 improve the existing process for handling repairs? What other changes would promote the timely resolution of repairs disputes, and give VCAT or another dispute resolution service access to all relevant information?**

*HHS believes they would.*

**111. What unanticipated impacts would these options have on either party?**

*HHS thinks the cost of the VCAT application for a tenant may be prohibitive – the landlord may need to source components or parts, or wait for warranty service agent, or access to a qualified licensed trade in a timely manner.*

**112. How well would these options translate to other tenure types?**

*HHS maintains they should be the same.*

**113. Are any further options needed to ensure that requests for repairs are reasonable?**

*HHS recommends that tenants need to be able to distinguish between Urgent and Non- Urgent repairs and that this needs to be explicit within the RTA as tenants often perceive all repairs to be urgent.*

## **9. ROOMING HOUSES**

**114. What other related issues ought to be canvassed if an inter-governmental project like the one described in option 9.1 were to be convened?**

*HHS believes that if such a project was to be undertaken it would be a good opportunity to look at the powers that councils have in terms of monitoring the conditions set out in the Public Health and Wellbeing Act 2008 for*

rooming house providers in order to flush out and control dubious providers. The same should be reviewed for CAV.

**115. Are there any concerns with permitting registered housing agency buildings to be declared as rooming houses, in the manner outlined in option 9.2?**

*HHS suggests that concerns would centre on residents retaining the same strength of rights that they would otherwise be afforded as a tenant under the RTA. One could question why there is a need to declare a group of self-contained apartments as a rooming house when each is separate and interdependent of the other. Any shared areas would come under 'common area' definition of the RTA. It would seem that this would only serve to increase the power/rights of the landlord and not the residents.*

*For example, a Notice to Vacate for rental arrears is for arrears 14 days or more for tenants and 7 days or more for rooming house residents. A Breach of Duty Notice for tenants gives them 14 days to resolve the issues outlined in the breach and only 3 days for residents. House Rules are not applicable to tenants, only residents, but tenants must follow the law in regards to their and their visitor's behaviour in common areas.*

*However, it is important to also consider the benefits of managing a building containing numerous self-contained units as a rooming house, if that building has proven very difficult to manage in terms of the client profile and behaviour. Having the ability to do this could mean that buildings where there are high incidents of anti-social behaviour are easier to manage.*

**116. What are the risks, if any, of unintended consequences arising if the clarification in option 9.3 were introduced?**

*HHS states that the risks would primarily be to the operators who were unlawfully running rooming houses. Adding this clarification in the RTA would lead to greater safety and conditions for rooming house residents through the registration process. However, this could also leave residents in these rooming houses in very vulnerable situations given they may face receiving a Notice to Vacate or be evicted without warning, at no fault of their own. Therefore provisions need to be built around this section of the RTA to protect residents, such as suitable lengths of time to find alternative housing, the obligations of the provider to find alternatives, hefty fines for rogue providers, etc.*

**117. What evidentiary issues, if any, would be raised if the clarification in option 9.3 were introduced?**

*HHS suggests that proving a building owner or their agent knew or ought to have known may prove very difficult and lead to the CAV losing many cases.*

**118. Could option 9.4 result in better enforcement outcomes in the rooming house sector?**

*HHS most definitely agrees that option 9.4 could result in better enforcement outcomes in the rooming house sector and that it is long overdue. However, financial backing of this would be needed to ensure staffing numbers were adequate at CAV to respond to the likely increases in reporting and subsequent inspections needed.*

**119. What evidence is there of operators using a building as a rooming house without the consent of the building owner, and causing detriment to residents?**

*HHS has no evidence of operators using a building as a rooming house without the consent of the building owner, and causing detriment to residents.*

**120. What other measures could be considered to prevent rooming house operators from using a building as a rooming house without the consent of the building owner?**

*Again HHS has no evidence and it is not relevant to HHS.*

**121. What outcomes would arise under option 9.5 for current occupants of rooming houses, for operators and for the rooming house sector more broadly?**

*HHS feels that the outcomes for all parties involved in a fixed term residency agreement would generally appear to be positive. Certainly for rooming house operators it would allow better management when issues arise given the swifter time frames for Notices to Vacate and Breach of Duty.*

*However, it would mean that operators would not be able to charge a service fee for rooms not separately metered as they would if a tenancy agreement was signed. This could have financial implications depending on the property type managed.*

**122. Should the cap on rent payable for termination without notice of a residency agreement with a specified occupancy period under option 9.5 be increased from 2 days' rent, and if so, what would be an appropriate cap?**

*Given that it would be reasonable to assume that for most residents rooming house accommodation is not highly desired as their long term option, HHS believes, it would seem fair and just to leave the cap at 2 days' rent.*

**123. Are there rooms in rooming houses that would still require the provisions of Part 2 rather than Part 3, if the measures in option 9.5 were introduced with scope for exemptions?**

*HHS reasons that yes, there are rooms in rooming houses that would still require the provisions of Part 2 rather than Part 3, if the measures in option 9.5 were introduced with scope for exemptions:*

- *Rooms within properties that are not separately metered*
- *Where the landlord needed to recover the cost of utilities.*

**124. Are there any other factors that would need to be considered for fixed-occupancy residency agreements under Part 3 of the RTA?**

*HHS claims that it would be problematic if the fixed term period was specific as a minimum period in the act, for example if the shortest term had to be 6 months, this should be left open.*

**125. Does the ratio for determining which self-contained apartments are 'rooms' under the RTA need to be changed, and if so, how?**

*HHS does not currently manage rooming house properties where this is an issue. CHFV have stated that they support the suggestions in this section, therefore it remains unseen as to why this would be an issue.*

**126. Where should house rules be displayed in a rooming house – in residents' rooms, at the entrance, in one or more common areas, or some combination of these – and why?**

*It is important that residents and their visitors are aware of house rules. However, these should be displayed in a way that does not take away from the homely feel of the property as to do otherwise would take away from what HHS tries to achieve with our rooming houses. HHS supports the display of the rules in resident's rooms but questions the need for them in common areas given we thoroughly go through these prior to signing an agreement. However, in properties where resident's visitors have or currently cause a lot of issues, it would be beneficial to have the choice to display the rules in common areas, just not mandated.*

**127. What matters would be most suited for inclusion in model rules under option 9.7, and what types of rules are not appropriate?**

*HHS suggests that matters most suitable for inclusion in model rules include:*

- *Details regarding expectations about the behaviour and actions of residents toward each other and neighbouring premises.*
- *Details regarding expectations about the behaviour and actions of resident's guests within the property.*
- *Details of what is allowed or not allowed in regards to the use of alcohol and smoking of cigarettes.*

- *Stipulations around no drug use or illegal behaviour.*
- *Stipulations around no animals living at or visiting the property.*
- *Conditions regarding attending and purposes of House Meetings.*
- *Obligations regarding the treatment of, maintenance of and use of individual's rooms and common areas.*
- *Obligations of residents in regards to health and safety matters, including fire safety.*
- *Obligations of residents and their visitors in regards to noise.*
- *Information on contents insurance or the lack thereof.*
- *Rules regarding car parking.*
- *Rules in regards to food- storage and other people's food.*
- *Rules regarding door locks and keys.*

*Rules that are not appropriate for inclusion are any that take away from the resident's rights in the RTA or that give the landlord powers beyond the act.*

**128. How can model rules best accommodate the diversity within the rooming house sector, or should there be different model rules for different segments of the sector?**

*HHS states that model rules would be useful to help guide landlords when developing their own, still leaving the ability to tailor the rules to the specific client group and property types.*

*HHS would not agree to a mandated set of rules.*

*Knowing what should not be included is also very important for all parties in the event that 9.8 is put in place.*

**129. Are there any concerns with the measures proposed in option 9.8?**

*HHS supports the resident's right to not be breached or given a Notice to Vacate for not complying with house rules that are unfair or unjust. However, it is very important that landlords be able to develop their own house rules that reasonably protect the: needs/rights of all residents, security of the property and rights of the landlord. Further, that landlords are able to take residents to VCAT if they continue to disobey the house rules. Therefore it is imperative that the sector be consulted around the wording of any sections added to the RTA that would allow a rule to be deemed invalid.*

**130. Does option 9.9 sufficiently balance the rights residents with the responsibilities of operators with regard to the frequency of general inspections of a resident's room?**

*HHS believes that yes, this change would balance the rights of residents with the responsibilities of operators, especially given that there is so much scope within the RTA to inspect on other grounds.*

**131. Should the notice period for a two-monthly general inspection of a residents' room be extended to 48 hours under option 9.9, or is 24 hours adequate?**

*HHS maintains that given all inspections under the RTA are a 24 hours' notice period, the period for the two-monthly inspection should remain the same. Especially if a general inspection is utilised urgently by a landlord.*

**132. Are there any concerns with permitting operators to charge a resident for water consumption if the room is separately metered, in the manner outlined in option 9.10?**

*HHS fully supports this recommendation.*

**133. Are there any concerns with amending the rooming house minimum standards in the manner outlined in option 9.11?**

*No, HHS feels it is fair and just to ensure these standards are in place to protect residents.*

**134. Under option 9.12, should the RTA specify how an operator must comply with the requirement to ensure external mail is sorted into the internal mail boxes?**

*HHS does not support the use of internal, secure mailboxes per room unless the property is staffed onsite during business hours.*

**135. In the alternative to option 9.12, what other measures, if any, could be introduced to protect the security of residents' mail?**

*The provision of an individual letterbox per room is the only alternative HHS could support, but the onus of changing the addresses of the residents should be on the individual residents themselves.*

**136. Does option 9.13 adequately balance the interests of the resident in question and the interests of other residents in the rooming house?**

*HHS supports this option on the proviso that it includes the word 'near'.*

**137. Are there legitimate circumstances in which conduct 'near' a rooming house should be captured by this duty owed by residents?**

*HHS suggest that many incidents can occur 'near' a rooming house that can affect the reasonable peace, quite, comfort or privacy of other residents or neighbouring properties. The removal of the word 'near' is highly problematic and could lead to residents remaining in properties when they (or their visitors) are a great risk. The best option would be for an area to be specified, for example a 5 metre radius.*

## **10. DISPUTE RESOLUTION SERVICES AND MECHANISMS**

**138. What are any risks or costs associated with the proposed additions to CAV's information and advice service?**

*HHS believes there are no apparent risks with additional digital and online services, as long as they are used correctly. It would be ideal if, when lodging information online, that the user can't move onto the next step until it is filled out correctly. It would also be a priority that even though a submission has been lodged electronically, the other party would still need to be informed in the correct manner and proof of that would also be needed. As long as there is still provision for parties to be able to access services in person or on the phone, there should be no risk to parties who don't have online access. The only cost would be to set up the online service.*

**139. Taking into account CAV's existing education programs and initiatives targeted at different groups in the residential sector, what other options would contribute to raising awareness of rights and responsibilities and thereby assisting dispute prevention and independent resolution?**

*HHS maintains that often it is private landlords that bend the rules when it comes to dispute resolution. They need to have a better understanding of their rights and responsibilities as a landlord and the penalties they could face if they do not adhere to the RTA. A short training course to become an 'Accredited Landlord' would be an option to ensure they have the correct information. The landlord could then advertise that they are CAV Accredited and this could be of benefit to the landlord in finding a reliable and good tenant.*

**140. What are any risks or costs associated with extending CAV's Frontline Resolution and conciliation service to landlords, property managers, and rooming house and park operators?**

*HHS argues that there are no real risks with this option as it can prevent these parties from submitting notices to tenants or residents that are not legitimate. Often landlords, property managers and rooming house & park operators will issue notices to tenants or residents without complying with the RTA, as a 'scare tactic' to either move them on or avoid taking the appropriate steps. It will also assist in these parties submitting the appropriate notices etc. to avoid issues being dismissed at VCAT. There will be a cost to CAV as there will be an influx of enquiries to them. More staff will be required for this.*

**141. Where the landlord has a dispute with their tenant or resident, what other options would contribute to:**

*HHS maintains the following would contribute to:*

**\* Early intervention and prevention of disputes escalating?**

*A better understanding for landlords of tenant's rights and responsibilities could prevent disputes escalating.*

**\* Constructive resolution of disputes and preservation of tenancies?**

*A better understanding for both parties on their rights and responsibilities and what can and can't be raised as a dispute in accordance with the RTA.*

**\* Early referrals of vulnerable and disadvantaged tenants and residents, and tenants and residents experiencing financial difficulties to appropriate specialist services?**

*Property managers and landlords knowing what services are available to tenants and residents and possibly a requirement that a landlord or property manager must inform the tenant of these services and allow time for them to access these services.*

**142. What are the costs and risks, if any, associated with a specialist administrative dispute resolution service that provides binding orders?**

*HHS alleges that the costs for this of course would be to set up a new service (staffing, administration, locations etc). Locations would need to be in the same area as VCAT is presently and possibly even more locations made available in regional areas (often parties need to travel 1 hour plus to VCAT hearings). Dispute resolution is never a friendly catch-up, hence there will be risks for possible conflict between the parties. Security may be needed in some instances, this should not come at a cost to either party.*

**143. What other features or functions if any, should be delivered by a specialist administrative resolution service to ensure outcomes that are fair, fast, informal and provide certainty to the parties in a non-adversarial environment?**

*HHS suggests that the option to instruct a tenant / resident to pay rent into a 'special account' for repairs would be an ideal feature. This could be done also if there is no real outcome to the dispute but the landlord has requested that the matter be heard at VCAT. Also, the option that the SARS could order that the tenant / resident pay a reduced rental amount or, on the flip side, the tenant / resident pay extra on top of their rent.*

**144. If a specialist administrative dispute resolution was introduced in Victoria, who should it be delivered by and how should it be funded?**

*HHS believes an independent party should deliver this as CAV is more inclined to side with the tenant/resident and the REIV is more inclined to side with the landlord/property manager. Possibly a subdivision of VCAT would be the best option, with CAV a second option. Funding would need to come from the state government.*

**145. What further information is required to determine the extent to which there is a problem with the quality of VCAT decision-making?**

*HHS supports an easy to access complaints register that either party can access to lodge a complaint regarding VCAT decision making. Even if the matter hasn't been reheard. Ideally the party would need to supply evidence of a similar case getting a very different outcome. This again could then be fed to VCAT as an area that requires clearer guidelines.*

**146. Would the features of re-hearing process at VCAT as outlined in option 10.4A address the concerns relating to the quality of VCAT decision-making?**

*HHS agrees that yes it would. If it became apparent that there were certain issues that were continually being asked to be reheard, then these areas could be addressed within VCAT and clearer guidelines could be made for all parties involved in the VCAT process. It should also be noted that a re-hearing should only be allowed if the requesting party can give reasonable evidence as to why it should be reheard.*

**147. What are any other features or mechanisms that would address the issues and be effective for both VCAT and the parties to a dispute?**

*HHS reasons that any cases that have a request to be reheard should be reheard as soon as possible. This way it would reduce the issue of parties asking for matters to be reheard just to save some time. The party requesting the matter to be reheard should make this request within 2-3 business days after the hearing.*

**148. What are the disadvantages, if any, of introducing civil penalties under the RTA?**

*HHS asserts that there are no disadvantages as long as it is made clear to all parties what the civil penalty is and how much it could cost them if they were breached with an infringement penalty.*

**149. Which of the proposed additional powers would most assist in addressing non-compliance?**

*HHS believes introducing a 'special account' for any non-compliance issues is an important power to administer. It can be used for a broad range of issues and can hold parties reasonable for the rights of the opposing party.*

**150. Are there any other powers or approaches that should be considered?**

*HHS recommends compensation for tenants / residents that are served a NTV for the property being unfit for human habitation or rendered unsafe and it has been determined that this is because of the landlord's failure to repair or make good should also be a power that CAV can enforce. Compensation could be for removal costs or costs for starting a new tenancy.*

**11. TERMINATIONS AND SECURITY OF TENURE**

**151. What are the potential benefits and risks of introducing a termination order process to the RTA?**

*HHS believes the potential benefits of introducing a termination order process to the RTA for the landlord are that there will be less time between the notice to vacate and the VCAT hearing particularly in cases of neighbourhood complaints where the behaviour continues and neighbours don't understand the process.*

**152. What alternative options are there to provide an appropriate level of checks and balances in cases of at-fault evictions with creating undue burden or barriers to legitimate tenancy terminations for landlords?**

*HHS suggests the following alternative options to provide an appropriate level of checks and balances in cases of at-fault evictions with creating undue burden or barriers to legitimate tenancy terminations for landlords:*

- *All notices to be screened by a panel prior to being issued to the tenant*
- *An advocate allocated to the tenant when a notice is issued*

**153. What are the potential benefits and risks of expanding VCAT discretion to make possession orders and requiring a pre-eviction checklist as under option 11.2?**

*HHS believes option 11.2 is of benefit to the landlord as it allows VCAT to hear of pre-existing behaviour and other incidents within the tenancy giving the landlord increased grounds for eviction. The flipside is of course that it puts the tenant at risk by increasing the grounds for eviction. HHS hopes that the current Act and a comprehensive pre-eviction checklist will provide protection to the tenant by making the landlord more accountable and informed in how they make and enact a decision to evict a tenant.*

**154. What alternative options are there to ensure VCAT decisions regarding possession adequately take into account the reasonableness of the termination and the hardship of the tenant?**

*HHS suggests the following alternative options to ensure VCAT decisions regarding possession adequately take into account the reasonableness of the termination and the hardship of the tenant:*

- *Implementation of a pre eviction checklist that is comprehensive enough to provide an opportunity for the tenant to either avoid or remedy the breach. Included in the checklist could be questions such as:*
- *Have you adequately explained to the tenant the consequences to their actions?*
- *Were they provided with enough information to understand and avoid breaches?*

- *Were they aware of and referred to an Advocacy and Rights Service*
- *Diary account of the behaviour on a statutory declaration to be accepted as evidence as quite often neighbours won't attend VCAT for fear of retaliation. It is common for the behaviour that leads to breach/eviction processes to be carried out by a visitor, not someone on the lease.*

**155. What are any alternatives to clarifying the type of damage and the circumstances under which the damage is caused that would appropriately constitute grounds for immediate termination?**

*HHS supports the definition put forward in Option 11.3 on the grounds that it is far better use of language and encompasses a much broader and more workable definition of damage than is currently available.*

**156. What are any potential benefits and risks of requiring a termination order from VCAT in lieu of giving a notice to vacate?**

*HHS argues that the potential benefit of requiring a termination order from VCAT in lieu of giving a notice to vacate is that it simplifies a long and complicated process which may in turn prevent further damage to a property and possible safety risks. The risks are:*

- *By being a shorter process it shortens the time available to the tenant to find alternative appropriate housing.*
- *In situations of family violence in that the tenant could possibly leave immediately without understanding their rights, placing themselves and any children at risk of further trauma by becoming homeless.*

**157. What are any alternative considerations or procedures that would be appropriate for terminations for damage?**

*HHS suggests the following alternative considerations that would be appropriate for terminations for damage:*

- *When the damage involves a legitimate reason why the tenant should not have their lease terminated because of the damage such as when a child in their care has a behavioural issue that led to the damage, or in the cases of domestic violence as covered in section 12. In these situations HHS recommends that the tenant be required to provide reasonable evidence to back up their claim and that the damage be treated accordingly.*
- *A joint inspection of the property with landlord and Consumer Affairs Victoria to determine if a direct application to VCAT is warranted.*

**158. What are the potential benefits and risks of amending the language and scope of the provisions for danger?**

*HHS thinks the potential benefits are*

- *Amending the scope to include landlord, contractor and other, because as the Act stands, tenants can threaten the life of the landlord/agent or a contractor and there are no provisions for dealing with this. This amendment would send a clear message to the tenants that threatening behaviour will not be tolerated by society. There could be financial benefits for agencies with a potential decrease in staff turnover, sick leave and WorkCover claims.*

**159. What are any alternatives to clarifying circumstances under which a tenant had caused danger to another person that would constitute grounds for termination?**

*HHS proposes the following alternatives to clarifying circumstances under which a tenant had caused danger to another person that would constitute grounds for termination:*

- *Police reports*
- *Emails*
- *Recorded telephone conversations*
- *Witness statements*

**160. What are potential benefits and risks of removing VCAT's discretion to make possession orders based on the likelihood of a recurrence of the behaviour?**

*HHS believes removing VCAT's discretion to make possession orders based on the likelihood of a recurrence of the behaviour is a huge benefit. A tenant or tenants visitor may act in a way that is threatening or dangerous, however if the case is heard at VCAT and there is no ongoing/continuing threat the case is dismissed. The tenant or tenant's visitor may then continue the behaviour and the process has to start again. Making it almost impossible to rectify the behaviour in an attempt to make neighbours and workers safe*

**161. What are the potential benefits and risks of requiring termination by application to VCAT?**

*HHS proposes that the potential benefits of requiring termination by application to VCAT are as above.*

**162. What are any alternative considerations or procedures that would be appropriate for terminations for danger?**

*HHS proposes the following alternative considerations or procedures that would be appropriate for terminations for danger:*

- *Mediation*
- *Intervention Order*
- *Relocation – at times tenants have been placed in inappropriate accommodation. For example, it isn't appropriate to place a tenant with mental health issues and sensitivity to noise in medium/high density housing*

**163. In what circumstances, if any, is it appropriate for a resident who was served a notice to leave on reasonable grounds to be permitted to resume occupancy, and how can the landlord/operator ensure the safety of other residents against future harm from that resident?**

*HHS maintains rehabilitation/counselling is a circumstance where it is appropriate.*

**164. Should a landlord or operator be able to serve a notice to leave on a resident due to the conduct of their visitor in the manner proposed in option 11.8, or should this ability be confined to particular circumstances?**

*HHS feels a landlord or operator should be able to serve a notice to leave on a resident due to the conduct of their visitor in the manner proposed in option 11.8 only if the resident is participating in or allowing/encouraging the behaviour. In most circumstances the resident may not want the visitor there and does not have the ability/skills to ask them to leave.*

**165. Is there any other practical information that should be included for a suspended resident on an updated notice to leave, other than the information noted in option 11.9?**

*HHS notes that a suggestion of alternative accommodation and services in the area should be included for a suspended resident on an updated notice to leave.*

**166. Are there any practical issues that arise for landlords or operators, suspended residents and their representatives under the proposal in option 11.10?**

*HHS maintains that this can take time and often be inconvenient for operators especially if the authorised representative isn't reliable and on time to collect the goods at an arranged time.*

*Who is responsible if goods go missing or are damaged? Is there a contract to sign releasing the goods and waiving responsibilities of damage/missing items. Getting forms signed by residents is often difficult.*

**167. Under what circumstances may it be necessary to adjourn an application under option 11.11?**

*HHS thinks the circumstances where it may be necessary to adjourn an application under option 11.11 are:*

- *Medical appointment*
- *Risk of loss of income for the operator*

**168. What is an appropriate notice period for termination for disruption?**

*HHS agrees with option 11.12.*

**169. What are the potential benefits and risks of removing VCAT discretion to make possession orders based on predictions of future behaviour?**

*HHS suggests that if there is a clear pattern and/or it's not the first time the resident has faced VCAT there's a risk to the operator and other residents if a discretion to make a possession order is removed.*

**170. What are the potential benefits and risks of requiring a landlord to apply for a termination order from VCAT as described under option 11.14?**

*HHS believes this greatly benefits the landlord by making it one single step. Hopefully by incorporating the checks and balances provided by VCAT it would provide the tenant with a fair hearing. The risk is that the tenant may panic and put themselves at risk through homelessness.*

**171. What are any alternative considerations or procedures that would be appropriate for terminations for disruption?**

*HHS has nothing to add at this point.*

**172. What is the period of time following the due date for rent payment that would be appropriate before action can be taken to negotiate a repayment plan or to terminate a tenancy for non-payment of rent?**

*HHS suggests an immediate response. The tenant may not be aware that the payment hasn't been made. It could be due to a bank fault or a Centrelink payment issue that may be resolved quicker. May also assist in educating tenants on effective communication.*

**173. What alternative options are there to incentivise or facilitate timely payment of rent?**

HHS proposes the following alternative options:

- *Store voucher at the end of the financial year if there have been consistent payments*
- *Rent deduction every year*

**174. What are the potential benefits and risks to removing payment of rent a duty from rooming houses and applying the relevant protections via the provisions for assessing application for possession?**

*HHS has no feedback to provide at this stage.*

**175. What are the potential benefits and risks of including repeated late payment as grounds for termination on application to VCAT?**

*HHS believes the benefit of entering into a repayment agreement without issuing a notice to vacate and alleviating stress for the tenant.*

**176. What alternative options are there to facilitate and incentivise the use of repayment plans for tenants to pay rent arrears?**

*HHS has no feedback to provide at this stage.*

**177. What are the potential benefits and risks of time limiting compliance orders as under option 11.19?**

*According to HHS, a potential risk is the risk of repeat offenders who may continue the behaviour on the day compliance becomes invalid, as a punishment to neighbours.*

*A benefit is relief for other family members of the tenancy in the cases where there may only be one person causing the nuisance/disturbance.*

**178. What are the potential benefits and risks of requiring a landlord to apply for a termination order from VCAT for failure to comply with a VCAT order as under option 11.20?**

*HHS suggests a benefit is dealing with the issue directly instead of waiting for a notice to vacate to expire. The current process of serving a notice to vacate is ominous. When applying to VCAT we want the behaviour to change, we don't necessarily want the tenancy to end.*

**179. What are the potential benefits and risks of removing VCAT's discretion not to make a possession order based on a prediction about the tenant's future actions?**

*HHS has no feedback to provide at this stage.*

**180. Are there any alternative decision making guidelines VCAT should observe when determining whether a possession order should be made for failure to comply with an order?**

*HHS has no feedback to provide at this stage.*

**181. What are the potential benefits and risks of requiring that grounds for termination for use of the premises for illegal purpose include that a conviction be in place as under option 11.22A?**

*HHS has no feedback to provide at this stage.*

**182. How effective would provisions such as those described under option 11.22B be in addressing concerns about the misuse of the notice to vacate for use of the premises for illegal purpose?**

*HHS thinks the provisions would be very effective as it sends a clear message to the tenant that the behaviour cannot continue, therefore a greater chance of minimising the risk to others. Illegal activity at a residential property comes with undesirable persons attending at all hours of the day/night placing neighbours at risk of witnessing or being involved in the activity.*

**183. What alternatives are there to ensure that the provisions are used correctly to avoid wrongful evictions while adequately protecting landlords where illegal activity is occurring on the premises?**

*HHS has no feedback to provide at this stage.*

**184. How effective would provisions for parting with possession for consideration without consent be in clarifying that use of the property for financial or other form of gain is grounds for termination, as under option 11.23?**

*HHS has no feedback to provide at this stage.*

**185. What are any alternative options are there to achieve this outcome?**

*HHS has no feedback to provide at this stage.*

**186. What circumstances could arise that could put at tenant at risk of wrongful eviction as a result of provisions for parting with possession for consideration without consent?**

*HHS has no feedback to provide at this stage.*

**187. What are the potential benefits and risks of expanding the grounds for termination for anti-social behaviour as under option 11.24?**

*HHS states that the answer is the same as Q158 above.*

*Amending the scope to include landlord, contractor and other would be a benefit. As the Act stands tenants can threaten the life of the landlord/agent or a contractor and there are no provisions for dealing with this. This would send a clear message to the tenants that threatening behaviour will not be tolerated by society. There could be financial benefits for agencies with a potential decrease in staff turnover, sick leave and WorkCover claims.*

**188. What alternative options are there to define the level and type of anti-social behaviours that would appropriately constitute grounds for termination in the RTA?**

*HHS believes appropriate protections should also be in place for those who have a disability.*

**189. What are the potential benefits and risks of removing the option for a landlord to terminate a tenancy at the end of a fixed term agreement, as under option 11.25A?**

*HHS sees option 11.25A as being beneficial to the tenant as it provides a better security of tenure.*

**190. How effective would provisions enabling tenants to challenge notices to vacate for the end of the fixed term as under option 11.25B be in protecting tenants against unfair terminations?**

*HHS's preference is to remove the notice, there are alternative provisions for gaining possession of the property.*

**191. What alternative reforms to the provisions for terminating a tenancy at the end of the fixed term could better protect tenants against unfair termination while providing landlords with adequate certainty about the period of time they will be letting the property and the length of any particular agreement?**

*HHS proposes introducing minimum lease agreement periods. E.g. 2 years or 5 years.*

**192. What are the potential benefits and risks of enabling the termination date to be on or after the end of the fixed term as under option 11.26?**

*HHS has no feedback to provide at this stage.*

**193. What would be the potential risks and benefits of increasing the notice period to 182 days for this notice to vacate as described in option 11.27A?**

*HHS has no feedback to provide at this stage.*

**194. How effective would provisions enabling tenants to challenge the notice to vacate as under options 11.27B and 11.27C be in protecting tenants against unfair terminations?**

*HHS has no feedback to provide at this stage.*

**195. What are the potential benefits and risks of removing the notices to vacate during a periodic tenancy as under option 11.27D?**

*HHS has no feedback to provide at this stage.*

**196. Which of the options in this section would be most effective in protecting tenants against unfair termination while providing adequate scope for landlords to exit an agreement other than by at-fault evictions or prescribed changes of use?**

*HHS has no feedback to provide at this stage.*

**197. What are any alternative reforms to the provisions for terminating a tenancy for no specified reason that could better protect tenants against unfair termination while providing adequate scope for landlords to exit an agreement other than by at-fault evictions or specified changes of use?**

*HHS has no feedback to provide at this stage.*

**198. What are any alternative reforms that would provide appropriate additional protections to tenants who have been in a tenancy for five years or more?**

*HHS uses the NTV for no specified reason occasionally in the Transitional Housing Program. The notice is served to the tenant with an explanation that if they start engaging with their support worker and their support plan no further action will be taken. It is a means of moving tenants on from Transitional Housing who are not interested in participating in the program or willing to seek alternative accommodation.*

*The no specified reason notice could be removed from the RTA if there was a provision for landlords of the Transitional Housing Program.*

**199. How workable and effective would requirements to accompany a notice to vacate for change of use be in ensuring notices to vacate are valid as under option 11.28?**

*HHS believes it shouldn't be too hard for Landlords to provide the relevant documentation if the reason for serving the notice was in good faith.*

**200. What are the potential benefits and risks of expanding VCAT's discretion to make possession orders in relation to a notice to vacate for change of use as under option 11.29?**

*HHS has no feedback to provide at this stage.*

**201. What are any alternatives that could ensure that terminations do not occur unnecessarily yet do not infringe on landlords' scope to change the use of their properties?**

*HHS claims that Community Housing Providers and Real Estate agents, along with private landlords who may operate more than one rental property should be obliged to make any reasonable offer of alternative accommodation for those who have been served a notice under these circumstances.*

**202. What is an appropriate notice period for terminations for changes of use?**

*HHS states that it depends on the circumstances. If it is for demolition and the property is deemed uninhabitable you would expect the notice period to be shorter than if it was a decision for a landlord to commence a business, unless of course a delay to that business would place the landlord in financial hardship. 90 days is reasonable for both parties.*

**203. What are any additional provisions that may be required to adequately cover the range of possible changes of use?**

*HHS has no feedback to provide at this stage.*

**204. What are any additional reforms that would be required to adequately protect rooming house residents where the building lease is being discontinued as under option 11.31?**

*HHS has no feedback to provide at this stage.*

**205. What issues could arise from the requirement to disclose any mortgagee repossession proceedings at the point of lease as under option 11.32?**

*HHS states that an issue that could arise from the requirement to disclose any mortgagee repossession proceedings at the point of lease as under option 11.32 is an inability of the Landlord to lease the property due to the possible short lease period.*

**206. What issues could arise from the requirement for mortgagee to produce a court judgment in order to obtain a possession order as under option 11.33?**

*HHS has no feedback to provide at this stage.*

**207. What are any alternative workable approaches to providing an adequate period of notice and compensation for the termination of a tenancy due to mortgagee repossession?**

*HHS has no feedback to provide at this stage.*

**208. What are any alternative options for providing an adequate level of protection for tenants where a mortgagee repossession is in process?**

*HHS has no feedback to provide at this stage.*

**209. Which of the models provides most effectively provides an appropriate balance of protections to the tenant against unfair termination of their tenancy, while also providing landlord with adequate confidence that they can manage the risks associated with letting property?**

*HHS supports model 2.*

**210. What alternative models could provide a more appropriate balance?**

*HHS states that tenants rarely serve Landlords with a notice, possibly due to lack of knowledge or a (sometimes perception) of power imbalance. The few times we have been served with a notice it is often invalid as it has been completed incorrectly or was not served in the correct manner. Or the issue has been resolved and the tenant is being unreasonable with their requests.*

**211. Do the options adequately address the issues raised in relation to the processes for termination of a tenancy following the death of a sole tenant?**

*HHS has no feedback to provide at this stage.*

**212. Which of the options would provide the most effective process for termination of a tenancy following the death of a sole tenant?**

*HHS maintains that either option would be effective as long as consideration is given to the landlords financial position.*

**213. What are any alternative processes that would be more effective?**

*HHS has no feedback to provide at this stage.*

**214. What are any other circumstances in which tenants would be appropriately entitled to give a reduced period of notice of intention to vacate?**

*HHS believes neighbourhood complaints that aren't being dealt with appropriately and remain unresolved could be a circumstance in which tenants would be appropriately entitled to give a reduced period of notice of intention to vacate.*

**215. What is the most appropriate period of notice that a tenant should be required to give in these circumstances?**

*HHS feels 14 days is sufficient.*

*This option should also apply in the instance that a tenant is moving from Public or Community Housing into the private rental market or purchasing their own home.*

## **12. FAMILY VIOLENCE**

**216. Which alternative option do you support and why?**

*HHS supports option 12.1B as women and children in these situations are in trauma. The level of evidence, though needing to be reasonable to show that a history of trauma has occurred, should be sufficient in the form of GP evidence or representations from support personnel. HHS maintains we need to take the side of the victim and not punish them further for the crimes of the perpetrator.*

**217. What would be a reasonable time within which VCAT should hear a family-violence related application?**

*HHS believes the 3 business day's gives recognition of the urgency and importance of these situations but questions how practical that is in regional areas in particular.*

**218. Which option best addresses the needs of victims of family violence while providing for any potential impacts on landlords and other co-tenants? Why?**

*HHS states that the option that best addresses the needs of victims of family violence while providing for any potential impacts on landlords and other co-tenants is option 12.4B. HHS believes that both of them have problems in terms of the process that people have to go through but acknowledges that there has to be a process and that all parties' rights have to be considered. Because of that 12.4B is favoured as it's easier to navigate your way through.*

**219. If 'reasonable modifications' were to be defined under option 12.5A, what would be an appropriate definition?**

*HHS believes Sub-option B is the more appropriate definition as it provides the clarity needed to cover all the potential problems associated with this area. Sub-option B addresses the interests of the landlord and at the same time provides security to the tenant.*

**220. If non-structural modifications were prescribed under option 12.5B, what should it include?**

*HHS maintains that any non-structural modifications that are considerate of the landlords' rights without having the needs of the tenant compromised especially in regards to security should be included, such as those mentioned in the report, security cameras, alarm system, security lighting and window coverings.*

**221. Do these options adequately address the issue of victims of family violence being listed on residential tenancy databases? If not, how can they be improved?**

*HHS states that all three options are okay but in terms of ensuring the safety of the tenant option 12.6 is the most effective because the information is never listed and therefore can never be accessed.*

**222. Does this option strike an appropriate balance between protecting a victim of family violence and managing risks to landlords and other co-tenants? If not, how can this option be improved?**

*HHS considers that this option sets out to strike a balance and by in large achieves that.*

**223. What are the risks, if any, of unintended consequences arising from the options proposed?**

*HHS believes that the options proposed, though offering no joy to the landlord are just, balanced and reasonable. It would be unreasonable to expect the tenant in these circumstances to be liable for payment of damages or unpaid rent if they had been under coercion or threat of violence and this right to protection means they are protected also from the threat of financial claim against them when they are not responsible for the damages or the arrears.*

**224. Are there any other factors that should be considered in the serving of notices or documents as part of family violence-related residential tenancies applications?**

*HHS maintains that 12.13B is the preferred option as VCAT should serve the notices.*

**CONCLUSION**

HHS welcomes this review as it provides a much needed opportunity to amend the *Residential Tenancies Act*. Australia is undergoing a housing crisis and the private rental market is growing in its importance as a means of sustaining the Australian housing system. Consequently, problems in the private rental market of affordability and availability are negatively impacting not only on the social housing sector but on the ability of individuals to transition towards the purchase of their own homes. The far reaching consequences of the rental market's impact means that to tackle the housing crisis, the private rental sector needs to be more transparent and regulated as addressed in the RTA Discussion Paper.

As the dependence on the private rental market increases the review and subsequent RTA reforms provide greater protection to vulnerable renters, such as the clients of HHS, to ensure that their tenancies are secure and their homes are safe and habitable.

HHS in particular supports the options proposed that:

- Prevent discrimination against tenants
- Provide protection for tenants before a tenancy, during a tenancy and at the end of a tenancy
- Allow for more appropriate responses to situations of family violence in rental housing
- Ensure rental properties meet society standards for basic liveability
- Improve dispute resolution services and mechanisms
- Promote long term leases
- Reforms to the rooming house sector

Studies are continually showing that appropriate and affordable housing impacts on people's health and wellbeing affecting their ability to seek education and employment, as well as their active participation in the community in which they live. Housing that is inappropriate and unaffordable for an individual comes at a cost not only to the individual but to society as the individual's dependence on public welfare and public services increases. Compounding the problem of substandard housing is the 'Culture of fear' as identified by a recent national study co-authored by CHOICE, which is putting pressure on tenants to not speak up about problems in their tenancy, for fear of retribution in the form of rent rises or loss of their housing.

The RTA Discussion Paper, HHS believes, goes a long way towards redressing the underlying power imbalance between landlords and tenants and improving the security and quality of rental housing. Furthermore, the breadth of the *Residential Tenancies Act* review, from the fundamentals of the language used, through to the policies and practices, shows a commitment by the RTA to totally overhaul the RTA Act and address every aspect of the rights and responsibilities of landlords and tenants.