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**Sent:** Monday, 16 December 2019 4:30 PM  
**To:** DJCS-CAV-rentalreforms (DJCS)  
**Cc:** act@tenantsvic.org.au  
**Subject:** My submission on unfair lease conditions

From: Lenka Thompson [REDACTED]  
Subject: My submission on unfair lease conditions My postcode: [REDACTED]

My submission:  
Hello,

Please find my submission below. I could not completely interpret the Regulations document, so have listed my wishes for fairer rental arrangements from a renter's perspective of over 30 years in Melbourne.

- Lease overlap

There needs to be better co-ordination between the end of one lease and the beginning of another. The overlap of rental agreements means the renter is out of pocket because they are paying two rents.

POSSIBLE SOLUTION: Real estate agents or rental providers must agree to lease the property on the date specified by the renter, if the renter can prove they are moving out of their current place of residence at that date – done so by a Notice to Vacate, or something.

- Bond payment overlap

There needs to be a single organisation that holds a renter's Bond that can be transferred between leases without the renter having to pay another Bond on a new lease while their previous Bond is tied up with the previous lease.

POSSIBLE SOLUTION: A not-for-profit body be set up to administer the flow of Bond monies provided by a renter, from lease agreement to lease agreement. The Bond amount remains with the nfp, allocated to that renter, and it provides security to the future rental provider. The nfp informs the renter if they need to add money to their current Bond amount for the next property, when they take on that new lease.

I SUPPORT banning:

1. the requirement for renters to take out insurance;
2. exemptions of rental providers and agents from liability for their own actions;
3. financial penalties for breaching lease agreements;
4. the limitation of the fair use of a property by renters;
5. the requirement of rent to be paid via methods that incur fees; and
6. the implication that renters are liable for rental provider's VCAT fees.

Please also ban:

1. blanket terms which levy extra fees for breaking leases and other things;
2. providing renter details to third parties without renter's consent (in plain English); and
3. other terms that unfairly diminish or alter a renter's rights or liabilities during a lease.

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