



Tenants Queensland Inc

About Tenants Queensland

Tenants Queensland (TQ) is a statewide community and legal service providing free tenant advisory services for residential tenants. TQ aims to protect and improve the rights of all people who rent their home in Queensland. This includes renters in private rental accommodation or social housing and renters in more marginal tenures such as caravan parks and boarding houses.

TQ is the manager and lead provider of the Queensland Statewide Tenant's Advice and Referral Service (QSTARS) program initiated by the Queensland Government in 2015. QSTARS provides quality, free, independent advisory services to tenants across Queensland. Through QSTARS and our Community Legal Centre's Program work, TQ assists renters to understand and exercise their legislative rights and responsibilities, and ultimately to manage and sustain their tenancies. TQ operates a statewide telephone advice service and provides training, information, support, community education materials and specialist advice in tenancy related legislation to support services throughout the state.

TQ support workers in domestic and family violence when working with their clients on rental issues.

In addition to advice services, TQ conducts research into a range of tenancy issues and contributes to the development of legislation and policy in Queensland and nationally. TQ has been at the forefront of tenancy law reform and policy development in Queensland since its establishment. TQ draws on its daily experiences with Queensland renters to inform out policy positions including this submission.

The government proposals

TQ welcomes the opportunity to comment on the Renting in Queensland Regulatory Impact Statement. We congratulate the Queensland government on its significant contribution to improving rental laws in the state and taking on this important issue.

Ending Tenancies Fairly

Tenants Queensland (TQ) strongly supports the recommended option and the withdrawal of without ground notices to leave with the following caveats.

We support the addition of the following reasonable grounds for *lessors* to end tenancies:

- when the lessor or their immediate family will move in (5.1 page 58 RIS).
This provision require the property will be used by the lessor or their immediate family as their primary place of residence for a minimum of 12 months, with three months' notice provided to the tenant. This ground would not apply during a fixed term tenancy.
- the premises will need to be vacant for at least six weeks to undertake significant repair or renovation (5.2).
A minimum of three months' notice to the tenant should be provided. This ground would not apply during a fixed term tenancy, and;
- for renters experiencing domestic or family violence.

TQ proposes an additional ground for termination by the lessor being:

- another purpose for which the premises cannot continue to be used as residential premises for a minimum of six months.
This ground would apply if the property was subject to a change of purpose, would not apply during a fixed term agreement and at least three months' notice provided to the tenant. The reference to six months' for which the property is unavailable for a residential rental purpose is to avoid evictions due to short term holiday letting where the property will be re-rented as a residential tenancy soon after.

TQ opposes the inclusion of the following new grounds to end tenancies by lessors:

- a. Sale of rental property (5.4).
TQ does not consider this ground necessary because the circumstances are covered above (in proposals 5.1 and 5.2) or in the current provisions of the Residential Tenancies and Rooming Accommodation Act (RTRAA). A new owner would be able to issue a notice to leave to move in themselves during a fixed term agreement, once the property has settled.

As well as opposing the ground itself, TQ does not support the suggested one month's notice should the proposal be included. This would effectively reduce the notice period to which a tenant is currently entitled. The s286 RTRAA only applies if there is a periodic tenancy to the time period between the lessor signing a sale contract with vacant possession for the property and when the sale settles. This proposal extends the applicability to fixed term agreements and reduces the notice period provided to the tenant.

b. Serious or significant breach (5.5)

TQ opposes the inclusion of this proposal on the basis that the current s290A is flawed and should be withdrawn rather than replicated. In circumstances described in the RIS 5.5 p60, lessors and agents have the ability to bring an urgent application to QCAT for termination under s296 or s297 as well as other non-urgent applications for termination after following the correct processes. The addition is unnecessary and unfair.

TQ 's concerns with s290A and the proposed new section include:

- I. The extension of tenants' responsibilities to adjoining properties, including the actions of their guests on those properties.
- II. The ability to give a Notice to Leave for a 'serious breach' without first giving a Notice to Remedy Breach.
- III. The applicability of the Notice to Leave for a 'serious breach' if the lessors has 'a reasonable belief that premises or property has been used for an illegal activity whether or not anyone has been convicted or found guilty of an offence in relation to the activity.' This lowers the standard of proof required regarding allegations of illegal use of the property.
- IV. TQ is concerned that the current s290A may breach the Human Rights Act 2019 when it commences on January 1, 2020.

TQ suggests this proposal avoid using the term 'significant breach' since that is a term already used and having specific meaning in current tenancy laws. TQ understands the use of the term in the proposals was not referring to that which is already in the RTRAA and is separate to it. If our understanding is incorrect, TQ expressed concern that issues currently defined as significant breaches might end up in a termination of tenancies. TQ suggests removing the word '*significant*' and only use the term 'serious breach'.

c. Persons occupying the rental property without consent (5.5 RIS p 60)

TQ opposes this proposal. This proposal seems to take away the ability of a tenant to give a license to occupy the premises, and, extend the lessors' rights to control in absolute who resides in the property.

Tenants currently can give a license to occupy the premises without the agreement of the lessor or agent. However, they cannot transfer or sublet their interest in the tenancy (or provide a right to occupy) without that consent. A tenant may currently have a lodger without the lessor/agent's consent as long as they are not in breach of other conditions of their agreement (e.g. the number of people who reside in the property). Many tenants have lodgers for affordability reasons. In a lodging situation, the tenants maintains control of the premises and set house rules, they do not transfer any interests in the tenancy). TQ does not consider it reasonable to take away this option.

Additionally, a new infant is an unapproved occupant if the tenancy is on foot when the child is born. This section would provide the right to evict the tenant on the basis of the new infant residing in the property.

TQ does not agree with the commentary set out on page 60 under 5.5. We disagree that currently a NTRB may be issued for 'unapproved occupant residing in the rental property'. S192 (2) includes the 'number of occupants allowed to reside in the premises' in the definition of significant breach but this is not the same. Currently the legislation does not require that every person living in a property to be an approved occupant. TQ considers the current arrangements to be sensible and reasonable.

TQ supports the following additional grounds proposed for tenants to end tenancies:

- 5.7 Rental property is not in good repair.....
- 5.8 Owner has not complied with a QCAT Repair Order.....
- 5.9 Owner provided false or misleading information about the tenancy agreement or rental property.
- 5.10 Death of a co-tenant
- 5.11 Person is escaping domestic and family violence (DFV)

5.12 Queensland government owned rental accommodation is required for a public or statutory purpose.

TQ supports this proposal to the extent that it relates to properties owned or acquired by the Queensland government and earmarked for future public or statutory purposes. The use of the section should be restricted to within six months' of work commencing on the premises (for the public or statutory purpose). We propose a minimum of three months' notice be provided to the tenant.

We **do not support** any other additional grounds for lessors to end tenancies. See comments below.

5.13 The Queensland government requires the rental property to manage public housing as a scarce resource

TQ does not support this proposal. The proposal is without detail and TQ considers it too broad. If included it would operate like a 'without ground' notice to leave and risks being used in unfair and unreasonable ways to end public housing tenancies.

If the DHPW requires the property for redevelopment, the provisions proposed above - 'significant repairs or renovation' or TQ's proposed 'premises cannot continue to be used as residential premises for a minimum of six months' - with a sub-section applying to public housing tenancies in these circumstances, could be used to end an agreement. A requirement for the DHPW to offer appropriate alternate public housing options should be included.

TQ does not support the forced ending of tenancy agreements by the DHPW on the basis that the property is 'under occupied' or the premises have been made modified and the modifications are no longer needed by the household.

It is important for the DHPW and social housing providers to comply with the principle that tenancies should only be terminated against the tenant's wishes where there are grounds prescribed by residential tenancies legislation. As social housing tenants are also subject to a range of policy and procedures developed by the DHPW, it is even more important that a reason is always given and that the tenants has access to an administrative appeals process in cases where the tenant considers those policies and procedures have been breached.

Queensland community housing tenants should have access the Housing Appeals and Review processes available to public housing tenants.

5.14 Strengthening protections against retaliatory actions

To support the move to ending tenancies fairly and the introduction of grounds to end all tenancies, TQ considers there needs to be disincentives for lessors and agents to end tenancies for spurious grounds.

Therefore, **TQ supports** the proposal to retain the retaliatory evictions provisions (with amendments, as the sections would apply to notices to leave with grounds). TQ also advocates for the inclusion of penalties for the misuse of lawful grounds to end tenancies (particularly grounds representing 'no fault by the tenant') and the potential for renters to claim compensation.

Occasionally situations may arise where the grounds apply at the time the notice is issued but circumstances change by the time the tenancy has ended. Where compensation might have otherwise applied, the lessor can present their evidence and argue against compensation as part of any end-of-tenancy dispute (e.g. bond) or through a separate action.

Notice periods

We **do not support** the reduction of any notice periods for lessors to end tenancies. We note the RIS includes several sections that effectively reduce notice periods provided to tenants, including a number where there is no fault by the tenant. This includes the proposed one month notice period for the ending tenancies when a lessor or their immediate family want to move into the property and significant renovations or repairs. The proposal effectively reduces the current notice period of two months' (using a notice to leave without grounds).

As a general principle the notice period for termination of tenancies against a tenant's will should be congruent with the urgency (or otherwise) of the related ground for termination. Grounds attached to breaches, for example, should be shorter than grounds where there is 'no fault by the tenant'. TQ also advocates that once provided with a no fault termination notice, the tenant should be able to end their agreement and liabilities with two weeks' notice of intention to leave whether the term of the tenancy is fixed or periodic.

The need and benefits of the change

Recent Australian Bureau of Statistics figures showed that 36% of Queensland households are renting their home, more than the number purchasing. Around 40% of renting households have lived continuously for 10 years or longer in the rental market. We need to create homes that are stable and healthy for these households.

Despite the expanding reliance on the rental market and the long-term nature of renting, Australia has relatively weak tenancy laws when compared internationally. Many jurisdictions, some with comparable housing markets, e.g. Canada, already require prescribed reason to end tenancies. In addition, Canada has a system of rent control.

Withdrawing the ability to end tenancies without reason is at the heart of all other changes as it undermines renters' sense of security, leaving them fearful of acting on their rights. A recent AHURI report concluded,

"The international experience suggests that the rights of both landlords and tenants can be accommodated in a healthy private rental sector and that individual landlords can operate without undue difficulty in environments that are more strongly regulated than in Australia."¹

CASE STUDY

A single father of three children and a middle-income earner, John lived in the property for almost three years with his family.

John was offered a lease renewal with a rent increase of \$70 per week, taking the rent to \$400. He questioned the increase and asked if he could negotiate something lower than \$400. Without further negotiation, the agent gave John a NTL without grounds.

John was distressed and concerned he would not be able to find alternate housing and move in the two-month period due to illness of one of his children and his tight financial situation.

¹ <https://www.ahuri.edu.au/policy/ahuri-briefs/how-does-australia-compare-when-it-comes-to-security-of-tenure-for-renters>

Minimum Standards in Rental Properties

TQ strongly supports the recommended option.

Introduction of minimum standards

TQ considers the articulated standards give expression to current requirements and are not onerous. **We support** all the recommended standards and add the following.

- Premises weatherproof and structurally sound should include a reference to draft proof. There should also be a reference the premises being free from mould (that is not caused by the tenant's actions)
- Energy efficiency and insulation – TQ believes that the introduction of a system to provide renters with information about the energy efficiency of the premises is a good first step to retro fitting. Using the suggestion outlined on page 68 of the RIS, properties could be assessed against the QDC star ratings without a requirement to meet any specified standard. This would provide information to prospective renters but also to the community and government about the energy efficiency of rental stock in Queensland. The information could support developing future incentive programs to increase energy efficiency in current private rental stock.

Strengthened repair and maintenance proposals

TQ **strongly supports** all the recommendations outlined in the RIS to strengthen repair and maintenance provisions.

We add the following:

- Nominated repairer and property owner contact details – we support these proposals. Whilst the name of the lessor is currently required on tenancy agreements, their address for services is often that of an agent or agency. Some lessors report, and some tenants suspect, that requests for repairs are not forwarded to the lessor. TQ also has experience of tenants left without contact details at all when an agency withdraws from representing the owner and refuses to give the lessor's contact details, citing privacy. The proposal will support lessors to be better informed of repair requests and put tenants in a better position to pursue repairs.
- QCAT repair orders – TQ strongly supports the idea of a QCAT repair order though it is unclear if the proposal will apply to all/some orders for repair or it is a separate action to be undertaken when there is failure to comply with an original order for repair. QCAT repair orders should be flexible. TQ proposes that:
 - ❖ QCAT has the discretion to make QCAT repair orders in response to any issue of repairs or maintenance brought before it by applicants.
 - ❖ QCAT has the ability to issue repair orders, which later become QCAT repair orders on a date prescribed in the order, if the repairs are not undertaken. If a lessor considers a repair order was satisfied and shouldn't have resulted in a QCAT repair order, they can supply evidence to QCAT to have it annulled in a relisted hearing.

- ❖ Applications for both repair orders and QCAT repair orders can be made beyond the six months time limit for breaches of the agreement (set out in current ss417 and 419);
 - ❖ QCAT has the ability to re-list a repair matter after a certain date for consideration of a QCAT repair order, without the applicant making a new application.
 - ❖ If a property being rented is subject to a QCAT repair order it must be disclosed in the advertising, to prospective tenants and in the proposed agreement.
 - ❖ A QCAT repair order is only removed following evidence of the work being completed.
 - ❖ We support QCAT repair orders: applying to premises not a tenancy; preventing a property being rented out and/or rent capped until a repair order is satisfied; allowing the Residential Tenancies Authority to enforce the order; and, allowing advocates to apply for them.
- Emergency repairs. TQ agrees with increasing the amount of money a tenant can spend on undertaking emergency repairs. In addition, we propose that when tenants are seeking the refund of the monies from the lessor, QCAT is empowered to order the release of the tenant's bond money to reimburse the tenants for an invoiced amount, if the lessor has not paid it within seven days' of the order. To protect the tenant in these circumstances, the regulated reasons for listing on a tenancy database should be amended to deem the amount of bond held as equivalent to that held plus any paid to the tenant by QCAT order for the cost of emergency repairs. A lessor may subsequently choose to 'top the bond' money up if they wish to retain the full amount of bond in trust.

The benefits of mandated minimum standards

Poor housing conditions have significant and measured impacts on people's mental, physical and general health² and households which rent are more likely to be living in housing of a poorer standard than owner-occupiers³.

Young people, people with disabilities and ill health, those on low incomes or unemployed as well as Indigenous people are overrepresented in poorer quality housing⁴.

The Productivity Commission report states:

"Vulnerable renters' dwellings are more likely to be in greater need of repair (figure 4.6) or have major structural problems (figure 4.7). Households where the reference person

² Emma Baker, Laurence H. Lester, Rebecca Bentley & Andrew Beer (2016) Poor housing quality: Prevalence and health effects, *Journal of Prevention & Intervention in the Community*, p229.

³ World Health Organisation, *Environmental burden of disease associated with inadequate housing*, 2011 p. 224

⁴ *Ibid*, p225.

*relies on government payments, has a disability or long-term health condition, or is a single parent, in particular, are more likely to live in housing that needs essential repair*⁵.

TQ believes these improvements bring particular benefit to low income and vulnerable renter who, because of competition for affordable rentals, are often unable to reject substandard properties. Concerns about a forced to move, particularly given the availability for lessors to end tenancies without grounds, also mean they may be reluctant to enforce their rights to live in a property in good repair.

In a highly competitive environment, owners of poor quality properties have little motivation to improve the standard of their properties. Mandatory minimum standards and improved repair processes are an effective way to ensure rental housing is safe and healthy and of a quality which meets with community expectations.

Costs of minimum standards

TQ considers there are limited costs to the introduction of minimum standards and improved repair processes. The costs of not implementing the proposals including the on-going risk of ill health and injury to renters and their families, associated costs of doctors and hospital stays etc. An evaluation of New Zealand's *Warm Up New Zealand Heat Smart* program (which funded insulation retrofits and clean, efficient heating grants for New Zealand households) found costs saving in a range of health related outcomes⁶.

A number of other Australian and international jurisdictions have introduced minimum standards with little if any negative impact. Alberta, Canada, for example, has had minimum standards in rental properties since 2000.

CASE STUDY

Jackie lived in her rented home for seven years during which time few repairs were made or maintenance work undertaken. The property was in extremely poor condition; of particular concern was water leaking onto a tiled area and the danger of children slipping on wet tiles. Despite on-going requests, the lessor would not correct any of the problems.

Whilst the tenant had continually raised the repair issues, they had not followed the formal process, fearful of the consequences. Eventually Jackie issued a Notice to Remedy Breach; however, the lessor took no action. Whilst Jackie considered further action, she chose to leave instead because she was concerned at getting a poor verbal reference.

⁵ Productivity Commission, *Vulnerable Private Renters: Evidence and Options*, September 2019 p. 91

⁶ Cited in <https://www.ahuri.edu.au/policy/ahuri-briefs/when-it-comes-to-rental-property-standards-what-can-australia-learn-from-new-zealand>

Pets

TQ ***strongly supports*** the recommended option that would require lessors to have a reasonable ground (prescribed by law) to deny a tenant's request for a pet. This follows similar changes in the ACT and Victoria. The definition of a pet should exclude terms, set out in other legislation, which confers rights on people to keep assistance animals in their homes.

With the following additions, TQ ***supports*** the following grounds as reasonable to deny a renter's request:

- The property is an unsuitable size to keep a pet. However, the views of animal welfare organisations should prevail in deciding what is appropriate various animals/ types of animals, rather than the subjective views of lessors or agents.
- There is an unacceptable risk to health or safety. However, we do not find the example helpful (i.e. a hazard for property managers during inspections) because it could be used to argue against almost any request.
- Keeping the animal would be in contravention of by-laws, local government ordinances or park rules about the keeping of animals.
- A combination of the above if approved by QCAT.

We ***do not support*** the following, suggested as a 'reasonable ground' for excluding a pet:

- Keeping the pet would cause unreasonable damage to the property. We consider this too broad. The ground that a property is not suitable would cover these situations. For example, a property being heritage listed, or, a well-kept garden or rare range of plants as grounds to deny a large outdoor dog.

We do not support pet bonds because:

- there is no evidence that pet bonds encourage lessors to allow pets;
- tenants already pay bonds and additional bond will be prohibitive for many renters who already have hundreds, if not thousands, of dollars held up in rental bonds. If a pet bond is introduced, bond loans should be extended to assist;
- tenants are already responsible for any damage they cause and must restore the property to the same condition when they move out except for fair wear and tear. When this does not occur, lessors and agents have access to a simple and economical access to dispute resolution through the RTA and QCAT.

We do not support the inclusion of special clauses in tenancy agreements requiring carpet cleaning and pest control (as a result of keeping a pet) because:

- prescribed special clauses in tenancy agreements are too restrictive and additional requirements of the tenant to clean because of keeping the pet should be more tailored.

TQ supports a change requiring renters to undertake appropriate fumigation and additional cleaning relevant to the pet/ pet type and taking account of the individual situation. For example, if a lizard is kept in a terrarium, the tenant should not be required to clean the carpets.

Other options

The proposals will help to increase the availability of pet-friendly rentals. However, stage two of the reforms should consider how the application process can better address issues for tenants with pets.

Benefits of the changes

Research shows the inability to find pet friendly rental housing is a key contributor to people surrendering their pets⁷. The Animal Welfare League has quoted figures of between 25- 50% of all surrenders resulting from these circumstances. With more pet friendly rentals, less animals will be surrendered and the options for surrendered animals to find a new home with renting households will increase.

Research also indicates extensive health and social benefits when people have pets. Keeping a pet can:

- help people live longer, happier lives;
- increase people's fitness;
- reduce stress levels;
- improve mental health;
- improve physical health including heart health, alleviate allergies and boost immune factors; and,
- improve social connections⁸.

Cost of not supporting the changes

The following is an extract from the Australian Pet Welfare Foundation's submission to Victorian government's review of tenancy laws⁹ 2017.

- "The Animal Welfare League in South Australia estimates the cost of shelter care to be \$245/dog/per week, and when additional costs of preventive and veterinary care are included, the average cost to rehome a dog after one week of care is \$1056 (AWL, 2016).
- The estimated cost for municipal councils of admitting, rehoming or euthanasing a dog ranges between \$250 to in excess of \$1000, and this cost may increase when external pound service providers are used (Darebin & Moreland City Council, 2015).
- Reducing intake into shelters and pounds is the most effective way to reduce euthanasia and costs to the community. In a US study, 98% of the decrease in euthanasia in shelters and pounds was accounted for by the decrease in intake (Marsh, 2010). Therefore, it behoves governments to focus more on decreasing intake, given this reduces both operational costs and euthanasia.

⁷ https://www.tandfonline.com/doi/abs/10.1207/S15327604JAWS0601_04; <https://www.stuff.co.nz/life-style/home-property/81572944/no-pets-allowed-rental-restrictions-see-pets-abandoned-and-families-divided>; <https://www.domain.com.au/news/one-in-10-abandoned-pets-dumped-because-owners-cant-find-a-petfriendly-rental-20170811-gxu0ay/>

⁸ <https://www.mnn.com/family/pets/stories/11-studies-that-prove-pets-are-good-your-health>

⁹ https://www.petwelfare.org.au/wp-content/uploads/2017/02/AustralianPetWelfareFoundation_Victorian-RTA-Submission-2017.pdf p.2

- In addition, “no pets” clauses in tenancy agreements means fewer homes available to adopt pets from shelters and pounds, contributing to unnecessary pet euthanasia.”

Minor Modifications

TQ supports the recommended option with the qualifications below.

Renters should have the ability to undertake health and safety or amenity minor modifications by providing prior notification to, but not agreement from, the lessor. A definition of minor modifications should be included in the changes; and qualified tradesperson used (only) when appropriate.

TQ supports the proposed 'reasonable grounds to refuse minor modifications **with the following exceptions**.

- 'not consistent with the nature of the property' – TQ does not support this proposal. If the tenant is responsible to restore the premises at the end of the tenancy, they should be able to make modifications even if they do not fit the style of the premises.
- 'would result in additional maintenance costs for the owner if the property is not restored' – to the extent that this refers to maintenance costs during the tenancy and the renter is unwilling to pay any increased costs, the proposal is supported.

We note that the proposals above only apply to minor modifications related to amenity and personalisation.

Minor modifications should include:

- installation of picture hooks or screws for wall mounts, shelves or brackets on surfaces other than brick walls; and
- installation of wall anchoring devices on surfaces other than brick walls to secure items of furniture; and
- installation of LED light globes which do not require new light fittings; and
- replacement of halogen or compact fluorescent lamps; and
- installation of blind or cord anchors;
- installation of security devices;
- replacement of curtains if the original curtains are retained; and
- installation of adhesive child safety locks on drawers and doors.
- modifications assessed and recommended by an Australian Health Practitioner's Regulation Agency practitioner
- installation of low flow shower heads where the original is retained;
- installation of non-permanent window film for insulation and reduced heat transfer;
- installation of flyscreens on doors and windows;
- installation of a vegetable or herb garden;

Additional issues

Disputes

TQ asserts that once, defined and prescribed in tenancy law, a lessor (rather than the tenant) opposing the renter's minor modifications is responsible to initiate a dispute within a prescribed timeframe.

Restoration

TQ is concerned with the continued requirement for tenants to restore the property to its original condition if there is no agreement for the changes to remain. This is particularly unfair for households needing to undertake minor modifications to make the premises accessible regarding their health and safety needs. TQ recommends the government establish a grant scheme for low-income renting households who find are required to restore health and safety modifications.

Benefits of the changes

According to Queenslanders with a Disability Network (QDN) there are 830,000 people with living with a disability across the state. Housing is a key issue of concern, and like many other Queenslanders, those with a disability face affordability challenges. If you live with a disability, however, you face additional challenges in gaining employment, are more likely to live on a lower income and might require specific modifications to make your housing liveable.

The government proposals present a way to improve private rental stock to better meet the needs of people with a disability. The proposals are at no cost to lessors or the government, given the on-going requirement for renters to restore properties at the end of their agreement (unless otherwise agreed). Coupled with greater stability offered through the ending tenancies fairly proposals, more renters with a disability may be inclined to invest in the changes they require.

Domestic and Family Violence

TQ ***strongly supports*** the proposed legislative amendment to allow a tenant or co-tenant who has experienced domestic violence, to end their tenancy with 7 days' notice, and access their bond, avoiding the undue stress and delay of an application to QCAT.

We also strongly support the provisions allowing tenants to install security / safety devices, and protecting the tenant's privacy.

Benefits of the change

Domestic and family violence is a social issue that needs to be addressed throughout our community. These proposals will increase victim safety and stability (including for children), by preventing further violence.

The proposals are also likely to prevent (further) property damage and, the ability to give a notice of intention to leave for these grounds will reduce financial losses that might otherwise result the lack of clarity regarding the status of the tenancy or abandonment.

Providing a simplified option to end tenancies correctly for those escaping violence, will mitigate future problems for them when re-entering the rental market. Ultimately, it better protects those escaping violence from the risk of homelessness.

The positive outcomes for those experiencing violence with also improve broader social and economic benefits. For example, avoid the loss of employment, disruption to schooling, reduce the risk of debt and improve physical and mental health.

There are potential cost savings in the reduced need to for access to expensive crisis accommodation both for those able to increase security measures and stay put and for those who have left following simplified ending tenancy procedures. Fewer applications to QCAT will alleviate pressure and delays and lead to cost savings for the government.

Other issues for consideration by the review

TQ proposes the following changes be included:

- **Transfer and sub-let.** TQ recommends that applications made under RTRAA s239 (tenancy transfer and sublet by the tenant) become urgent applications.
- **Water bills.** When renters are lawfully required to pay for water, they should receive their bill within 14 days of the lessor receiving it.
- **Improve privacy.** Many types of Entry Notice only give 24 hours' notice. With such short notice, often tenants are unaware an entry is happening until it occurs, especially when the notice is served by hand or email. All 24-hour entry notice times should be increased to 48 hours.
Additionally, when entries are made to show prospective purchasers, compensation should be provided to tenants based on half a day's rent per inspection (as per Victorian proposals).
- **Fairness and honesty.** Tenants must be able to rely on the information from their lessor or agent as honest and understandable. The Australian Consumer Law already prohibits deceptive behaviour but avenues for resolving related tenancy disputes are not readily accessible. Lessor responsibilities should include a requirement to disclose prescribed material facts including: If there is a mortgage over the property, whether the mortgagee has given consent; any proposal to sell the premises; whether the lessor resides in close proximity; whether there are any major urban developments approved in the area; the extent of any repairs and maintenance works undertaken at the property during the previous 24 months, asbestos in the property and; any other factors that may have a significant bearing on a household's enjoyment of the property were they to take up occupation.
- **Fairer bond returns.** A tenancy bond is the tenant's money held in trust in case there is damage or loss of rent at the end of a tenancy. Tenants are often left arguing their innocence rather than the lessor giving evidence of their claims. Changes should ensure a presumption of 'no fault', where tenants' bond money is automatically returned to them (or allocated to their next property), unless there is a substantiated claim. If a bond claim ends up in the Tribunal, the onus should be on the agent or lessor to provide evidence to make a claim against it.
- **Rent increases.** Limit rent increases to one annually and require rent increases more than 20% above the CPI to be justified by the lessor in the tribunal