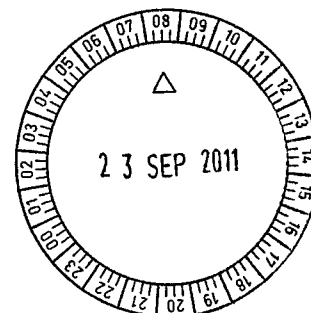


PUBLIC

Property Owners Association of WA Inc upon tabling of Committee's Report
97 Clement St
Swanbourne WA 6010

27 August 2011



Standing Committee on Uniform Legislation and Statutes Review
Parliament House
Perth WA 6000

Dear Standing Committee

RESIDENTIAL TENANCIES AMENDMENT BILL 2011

Thank you for your invitation dated 8 September 2011 to provide a written submission on matters of interpretation of the Bill as drafted, or the likely or possible extent and application of its provisions.

The *Residential Tenancies Amendment Bill 2011* (RTAB) is opposed in its entirety by the Property Owners Association of WA Inc (POAWA) for its diminishment of owner's rights and empowerment of bad tenants.

The RTAB increases the paperwork burden for owners, creates and enhances a highly-punitive fine system, and emboldens tenants who have been evicted through the emasculating of tenancy databases.

For POAWA's view on components of the Legislation, see the attached document *Preliminary Analysis of the Residential Tenancies Amendment Bill 2011*.

The fine system created by the RTAB is directed at owners. There are 30 new fines for owners, 2 new fines for both owners and tenants, and zero new fines for tenants. The Parliamentary speeches about the RTAB achieving balance are pure puffery and not borne out by objective analysis of the legislation. Furthermore for your reference purposes, POAWA are unaware of a single tenant paying a fine under the RTA 1987, ever. For further details of the fines system, refer to the attached document *Fines Under the Residential Tenancies Amendment Bill 2011*.

To provide some perspective, I suggest you obtain data on the causes behind residential tenancy hearings at the Magistrates Court. POAWA research indicates that 94% of cases are initiated by owners against tenants, most commonly for failure to pay rent and damaging the property. For a back of the envelope estimate, simply open any Thursday's West Australian and read the public notices section. You will see two columns of court cases, almost all for defaulting tenants. Yet the RTAB is focussed on the rights of tenants, with almost nothing in it to protect owners.

For some further perspective on the RTAB, I recommend you read the letter attached from POAWA to Hon Simon O'Brien MLC dated 27 August 2011.

In the interests of fairness, I ask that you address the legislated loss forced upon owners by the RTA 1987 and RTAB. It takes 34 days under the current legislation to obtain a hearing for a non-paying tenant. Yet owners are prevented by law from holding bond for more than 28 days rent. Note that in an eviction, rent arrears is often the lesser part of the loss, with property damage taking the lead.

And finally, the lack of any appeal provision in the RTA 1987 and RTAB empowers Magistrates to be a law unto themselves without the restraining factor of a higher Court or case law. We routinely field complaints from owners who have experienced what they feel are unjust decisions, yet we have to tell them they have nowhere further to go.

The POAWA is already on public record as recommending that if the RTAB passes into law, investors consider selling their investment properties. Some of our members have already done so in anticipation. While the residential rental market will not disappear, we do expect upward pressure on rentals as a result of the RTAB and its enforced higher costs to owners.

Regards,

Property Owners Association of WA Inc

A handwritten signature in black ink, appearing to read 'Adam Bettison', with a long horizontal flourish extending to the right.

Adam Bettison
President

FINES UNDER THE RESIDENTIAL TENANCIES AMENDMENT BILL 2011

Adam Bettison, President, Property Owners Association of Western Australia

Tuesday, 24th May 2011

NEW FINES

- S27(a) Lease must be on the prescribed form – fine \$5,000 – if an owner happens to use one of the old forms you can buy now from the newsagency or post office, they will be liable for a fine.
- S27(b) Must hand the tenant an information booklet at time of lease signing – fine \$5,000 – if an owner forgets to bring the booklet to the property for the lease signing, it is time for a fine.
- S27(c) Provide a Property Condition Report within 7 days (two copies to tenant) – fine \$5,000 – that is a tight timeframe for an owner who is usually working a full-time job and has often been flat out preparing the property for renting.
- S28(2) Cannot receive more than 2 weeks rent at a time – fine \$5,000 – this appears to prohibit tenants paying monthly rent, which some like to do for budgeting purposes – the nanny state wins again.
- S29(a)(8) Cannot sign a bond disposal form until the lease has ended and the amounts are stipulated on the form – fine \$5,000 - sounds sensible however sometimes tenants request that they sign the form before heading off to work remotely or interstate – a kind hearted owner may end up with a huge fine if they agree to that.
- S51(1)(b) Failure to give the tenant the owner's address – fine \$5,000 – some owners are reluctant to give tenants their address given the many incidents of violence from tenants towards owners.
- S51(2) Failure to give the tenant the owner's name – fine \$5,000 – some owners use a property manager to achieve a degree of anonymity – owner privacy is prevented by law.
- S51(4) Failure to notify the tenant that the owner has changed address – fine \$5,000 – yes owners must let tenants know within 14 days of their moving house or they will be fined.
- S57(2)(A) Accelerated Rent provisions banned – fine \$5,000 – POAWA have never actually seen a lease with Accelerated Rent provisions but in case we were thinking about it, there is now a fine
- S59(E) Interference with Tenant's Quiet Enjoyment – fine \$10,000 – and still subject to further civil liability – this is a very grey area with the word 'reasonable' used which often ends up being the Magistrate's interpretation on the day of court.
- S59(F) (1) & (2) Changing the locks without reasonable excuse – fine \$20,000 – why? Owners used to have the right to change the locks at their own property – not anymore.
- S63(3) Falsely claiming the property is sold to terminate a tenancy – fine \$10,000 – with these new laws, owners may as well just hand tenants cash if they want them to leave.
- S79(2) Failure to comply with the strict and detailed instructions of how to dispose of the tenant's abandoned goods – fine \$5,000. The tenant has abandoned the property, it is full of rotting food, used nappies, syringes, old clothes and broken household goods, the owner is flat out cleaning it up; however if they do not comply precisely with the law, they will be fined \$5,000. Have these legislators ever cleaned up an abandoned rental?

- S79(3) Abandoned Goods – must write to the tenant AND publish an advertisement in the newspaper – fine \$5,000. Remember to send that letter and keep evidence that you posted it, otherwise it is fine time!
- S80(A)(3) Abandoned Documents – fine \$5,000 – the tenant doesn't want their old stuff but the owner must take care of it for 60 days or they will be fined.
- S80(A)(4) Find the Abandoned Tenant – fine \$5,000 – the owner must try and find the tenant who abandoned the old stuff, or they will be fined. Note that "reasonable steps" is undefined and the onus is on the owner to demonstrate they have taken reasonable steps. Why is the owner the bad guy here? What about the tenant, why are there no fines for the tenant who abandoned the premises and likely owes thousands of dollars in rent and damages?
- S80(A)(6) Must Hand Over Abandoned Documents – fine \$5,000 – remember to hand over the formerly abandoned old stuff, or the owner will be fined. We call it "storage at his majesty the tenant's pleasure".
- S82(C)(2) Tenancy Databases – owner must disclose all databases used at time of tenancy application – fine \$5,000 – owners remember to list them all, forget one and it is \$5,000.
- S82(D)(2) Notify Bad Tenants they are on a Database within 7 days – Fine \$5,000 – owners must be fast with their paperwork or they will be fined. Note that this is the busiest time of a landlord's workload as they are processing applications, often a number at any one time.
- S82(E) Database Listings can only be for Breaches – fine \$5,000 – note tenants are given a get out of jail free card here as they can only be listed after the lease is ended which means they can be evicted and get into the next property before their name hits the database.
- S82(F) Tenants given 14 days to review proposed database listing – fine \$5,000 – gives the tenant some more time to rent their next property without being on the database.
- S82(G)(2) Owners must update databases within 7 days – fine \$5,000 – don't be slow with those forms now.
- S82(G)(3) Keep a copy of the notice for 1 year – fine \$5,000 – don't lose that piece of paper, it is worth \$5,000.
- S82(H) Database operators must update the information within 14 days – fine \$5,000 – who would want to be a database operator after all this, anyway? Hang on, I think that may be the intention of this legislation!
- S82(I)(1) Owners to Provide Personal Information to Tenants within 14 days – Fine \$5,000.
- S82(I)(2) Database Operators to provide personal information to tenants within 14 days – Fine \$5,000.
- S82(K)(2) Database Records to be removed after 3 years – Fine \$5,000 – note this provision more than any other destroys the value of tenancy databases – bad tenants will be free to re-offend after three years.
- S93 Existing Bonds with Banks to be transferred to Government within 18 months – fine \$5,000 – we are not sure why we are punishing owners here, but there it is. Big brother must be obeyed. Banks are bad, government is good.
- S95(3) Comply with Government orders regarding bonds – fine \$3,000. Obey.
- S95(4) No lying about bonds – fine \$3,000. Confess Mr Owner, where are you hiding that \$800 bond.

- S96(2) Bonds to be disposed within 7 days - fine \$5,000. Don't be slow about it.

EXISTING FINES INCREASED

- S16 (1) Failing to comply with an order of the Court, other than an order for payment – increased from \$2,000 to \$10,000 – note that orders for payment are issued in their thousands to tenants, who routinely fail to comply. Our Association conservatively estimates that tenants do not pay around \$5m of court orders every year, and they will never receive a fine. Fines are aimed at owners failing to comply with a court order for maintenance, repairs or other specific performance events.
- S20(b) Fail to comply with a Court request – increased from \$2,000 to \$10,000 – POAWA estimates that tenants do not attend 70% of residential tenancy hearings, yet are never fined. This fine will be used to force owners to provide documentation for hearings.
- S22(5) Payment for attending Court – increased from \$1,000 to \$5,000. Owners who find the laws complex are prevented from employing a solicitor, whereas tenants often receive free legal aid.
- S27(1) No money apart from rent or bond – increased from \$1,000 to \$5,000.
- S28(1) Rent in advance – increased from \$1,000 to \$5,000. Tenants sometimes offer to pay extra rent up front so they have their bills sorted for the first month or two. No owner is going to agree to the tenants request now as the fine represents around 13 weeks rent for the average property.
- S29(1)(b) Bond cannot exceed 4 weeks rent – increased from \$1,000 to \$5,000 – note that forcing bond to be no more than 4 weeks rent is legislated loss for property owners, as it is impossible to evict a non-paying tenant in less than 4 weeks due to the statutory notice periods and court waiting times (it takes an average of 22 days to have a court hearing).
- S29(a)(6) No false record of bond – increased from \$1,000 to \$5,000.
- S29(a)(4)(d) Failure to give the tenant a copy of the bond form – increased from \$4,000 to \$20,000 – yes a \$20,000 fine if an owner forgets to hand over a copy of a form.
- S29(a)(6) Making a false bond record – increased from \$1,000 to \$5,000. Given that the entire amount of the average bond is \$1,600, these fines are extremely punitive.
- S33(7) The Court is able to assess the appropriate rent for a rental property, and if an owner charges a different amount, their fine is increased from \$1,000 to \$5,000. Do we want Magistrates to be setting rent levels instead of the free market? Do Magistrates themselves want to be conducting rental appraisals?
- S33(1) failure to issue rent receipt – fine increased from \$1,000 to \$5,000 – owners, carry your receipt book in the car at all times because if you forget it is going to cost you 13 weeks rent.
- S34(1) Failure to keep proper rent records – fine increased from \$1,000 to \$5,000 – I always thought disorganisation carried its own penalty but here in nanny state WA you will be wacked with a huge fine.
- S34(2) False rent records – fine increased from \$1,000 to \$5,000 – remind me how the usual fine for assault compares with this?
- S35 No Post Dated Cheques – fine increased from \$1,000 to \$5,000 – who pays with cheques these days anyway? Better not take cheques in case you get a fine.

- S52 Rent from Bond – fine increased from \$1,000 to \$5,000 – note this is one of very few tenant fines. POAWA is unaware of any tenant ever in the history of the Act being prosecuted for breach of this provision.
- S53(1), (2) and (3) – tenant must update address and employment details – fine increased from \$1,000 to \$5,000 – POAWA is aware of tenants disappearing every single week of the year – their names are published every Thursday in the West Australian public notices – yet we are unaware of a single prosecution under this provision.
- S54(1) – Owner must provide a copy of the lease to the tenant within 14 days – fine increased from \$1,000 to \$5,000 – don't get behind in your paperwork or you will be fined 13 weeks rent.
- S56(1) & (2) – No discrimination against children – fine increased from \$1,000 to \$5,000.
- S80 Recovery of Premises – not without a court order – fine increased from \$4,000 to \$20,000 – we suggest owners just pay bad tenants \$5,000 to move out, it will be cheaper (joke).
- S82(2) No evading the Act – fine increased from \$2,000 to \$10,000 – don't even think about it!

NO FINES AT ALL!

- Maliciously damaging an owner's property – this happens every week in Western Australia – our busy police force will usually dismiss the damage as a 'civil matter'.
- Owner Harassment – tenants will sometimes engage in a harassment campaign against owners – phone calls, personal visits, aggressive letters and emails – again not taken seriously by the law.
- Abandoning a Property. Tenants can abandon a property and walk away from their lease agreement with no special penalty. Note that once the tenant abandons the property, there is a legal obligation upon the owner to comply with detailed procedures and fines if they do not comply with the laws.

SUMMARY

- New Fines – 30 new fines for owners, 2 new fines for both owners and tenants, zero new fines for tenants. Fine amounts ranging from \$3,000 to \$20,000 with \$5,000 being the most common owner fine amount.
- Existing Fines increased – 23 increased fines, typically from \$1,000 to \$5,000. 15 of these fines are specifically for owners with 4 fines specifically for tenants – we are running at around 4 to 1 odds against owners here.

Preliminary Analysis of the *Residential Tenancies Amendment Bill 2011*

Adam Bettison
President
Property Owners Association of WA Inc

ITEMS

P3 Reasonable grounds for suspecting that a tenant has abandoned residential premises – very positive.

P4 a prospective tenant???

13A Removes the ability of applications to be made at another court without a specific order of the Magistrate. Creates additional workload for courts and agents and owners with properties spread over WA.

http://www.austlii.edu.au/au/legis/wa/consol_act/mcpa2004368/s22.html

14 Hearings extremely rarely occur within 14 days, when is this backlog going to be addressed.

[13b] Still no appeal provisions for a magistrate's decisions.

S16 – 5 (c) and 6 - very broad ranging powers to include people – who do they have in mind here.

S16(1) Large increase in fine from \$2000 to \$10,000 – have tenants ever been fined under this provision? Probably aimed at owners.

s19 2 (b) Large increase in fine - \$2000 to \$10,000 – who for?

S22 Agent may represent owner – good.

27A Prescribed lease – penalty \$5000

27B Prescribed information – penalty \$5000

27C PCR – 2 copies – 7 days – penalty \$5000;

27C (5) Tenant to be present at final.

27 (1) No longer receive for water, reinspection, repairs etc

27 (2) no forfeiting of option fee

28 (2) monthly rent not enforceable

29 Pet bonds – should be allowance for damage, not just parasites.

31B No new rent in the first 1 month of a lease renewal – pay cut for owners.

31 (1) (b) bond increase after 6 months – good.

32 (2) (b) Ability for tenants to ask for a rent reduction if there has been a significant reduction in chattels or facilities.

33 (1) Fine increase from \$1000 to \$5000 – excessive for forgetting to issue a receipt.

34A does this give the tenant the right to pay in cash?

38 (1) (b) reduces responsibility for tenant to report damage – why?

43 Enhanced powers for tenant to arrange urgent repairs and force owner to reimburse them.

44 (2) (c) puts onus on owner to control other tenants, hard to do

45 Security will now be prescribed – prepare for higher costs.

45 (b) Owners will now need the consent of the tenant to change the locks.

46 (3) sets maximum inspections at 4 in a year – unreasonable cap, try 6. (that is still only every 2 months)

46 (4) Reasonable attempt to negotiate – unreasonable logistical burden to owners and agents. “does not unduly inconvenience the tenant” is totally biased towards the tenant.

46 (5) Before or after 12pm – more control to the tenant and more scheduling work for owners/ agents.

46 (6) Tenant is entitled to be on the premises during the entry – lowers the sale value of tenanted properties and slows the leasing process – owner pays here.

46 (2) Makes owners liable for any theft done by potential buyers or tenants – impossible to police – unreasonably high duty of care.

47 (3) (a) Lessors must obtain tenant’s consent to renovate alter or add to their property.

59D Tenant Compensation Bonds – unlimited amount determined by the court, payable by the owner.

59E New offence – interfering with tenant’s peace, comfort or privacy – fine \$10,000, and s(2) allows the owner to still be prosecuted in civil court for the same offence.

59F New fine for changing locks without tenant’s consent - \$20,000 plus civil liability.

60 (i) Lease ends when tenant dies – so who is responsible for the rent while the tenant’s stuff sits there for three months.

62 (4) Tenants can have an extra sixty days in a property i.e. up to 120 days – reduces owner’s right to their property.

70A Fixed term termination – notice must be given in writing – both owner and tenant – good.

76A Premises Abandoned – good however 76B (3) (b) (ii) creates uncertainty and leaves the owner totally exposed to risk for 28 days.

80A Abandoned Documents – creates an obligation for an owner to make removal, storage, notification and pick up appointment for tenant's abandoned documents, penalty \$5000.

Part VIA – Residential Tenancy Databases

82C(2) must disclose all databases

82D(2) must notify tenant about database listing

82E can only list on database after end of lease ie every defaulting tenant will be able to get into their next rental without being on the database.

82K listings only last for 3 years.

82 (3) is deleted, hence owners lose all their abilities to contract out parts of the act.

88A Infringement Notices! We are creating a whole new bunch of government inspectors – and do you seriously believe they will be infringing tenants? No, just owners.

DETAILED ANALYSIS

Good Legislation

- S22 Owner may use an agent in court – good – removes current ridiculous situation of owner being compelled to attend to merely sit while agent seeks permission of court and then represents them.

Neutral Legislation

- Grounds for abandoning premises, but...potential for unlimited damages against owner – no certainty.
- Pet Bond increase, but only for parasites – parasites are not the main issue with pets, damage is.
 - Holes in lawn and gardens
 - Destruction of reticulation
 - Urine in carpets can easily destroy an entire carpet.

Bad Legislation

- FINES
- LOSS OF PROPERTY RIGHTS
 - S 82(3) deleted, hence owners and tenants lose the ability to agree to exclude certain portions of the act (which they can do at the moment).
 - Tenant Compensation Bonds
- EMPOWERMENT OF BAD TENANTS
 - Emasculation of databases
- PAPERWORK MOUNTAIN
 - Abandoned documents procedure

UNTOUCHED ISSUES

- Long delays – impossible to evict a tenant without being out of pocket = legislated loss of money for property owners.
- Still no ability to appeal decision of a Magistrate – where is the justice in that?

Property Owners Association of WA Inc
97 Clement St
Swanbourne WA 6010

27 August 2011

Hon Simon O'Brien MLC
13th Floor
Dumas House
2 Havelock Street
West Perth WA 6005

Dear Minister O'Brien

RESIDENTIAL TENANCIES AMENDMENT BILL 2011

Thank you for your response dated 4 August 2011 with the attachment from Eacham Curry.

I will respond in turn to this attachment.

The document is titled "Points for Clarification" and on behalf of the Property Owners Association, it clarifies your perspective and hardens ours. We remain implacably opposed to the Bill in its entirety.

And to respond point by point:

Contracting Out

The original Act was reasonable in its allowance for owners and tenants to contract out certain provisions. The negotiation of any agreement is seldom equal in bargaining power, this is a universal principal and not restricted to rental property. Allowing parties to contract out certain provisions provided some flexibility. Instead you are introducing rigidity, force and compulsion. You are restricting the market, which inhibits creativity and expression.

Eviction Procedures

It is at least an inadequate response to say that eviction matters are outside the scope of the Act, and at worst totally incorrect. The following eviction matters are completely within the scope of the Act:

- The timeframe for termination notices.
- The format for termination notices
- The basis for termination
- Restrictions on claiming costs.
- The inability to appeal a decision.
- The inability to have more than two weeks rent in advance

- The restriction on tenant bonds to 28 days rent which is less than the 35 day average to even get to court.
- The inability to terminate a lease without a court order.
- The abandoned goods procedures
- The abandoned documents procedures

The current laws force owners to make a loss on evictions. The proposed laws will create even greater losses due to the abandoned documents procedures. There are around 50 evictions in WA every week of the year, at great cost to owners. We request that you improve the laws associated with tenancy evictions. Some possible improvements would be as follows:

- Deregulate tenant bonds – this would allow the market to develop products appropriate to the situation – for example a tenant deposit bond – this would aid in the development of reliable tenant databases, as the bond insurers would work closely with the databases for risk management.
- Failing deregulation, then an increase in the maximum tenant bond to 6 weeks rent – this would still not be enough on low rent properties to cover the average eviction cost of \$2600 but it would help. Note that low income tenants usually qualify for bond assistance through the Department of Housing, so affordability is not really an issue here.
- Decrease the Form 1B Notice of Termination notice period to 3 days. Note it would still take 31 days to get a court hearing.
- Improve the Magistrates Court legislation – allow for fast track processing of residential tenancy terminations.
- Introduce an Appeal Provision into the Bill – this would assist in the building of case law which would provide guidance – at present there is very little.
- Allow for Termination Notices to be served via email.
- Allow for costs to be claimed – at the moment the owner has to pay despite the default being entirely due to the tenant.

Infringement Notices

There are prosecutable offences under the current Act. We have NEVER seen a tenant prosecuted in the lifetime of the Act, but have seen owners prosecuted. We are confident that the new Infringement Notices will be used entirely on owners, and likely never on tenants. Why are you biting the hand that feeds?

Option Fees

The ability to charge an option fee is important for both owners and real estate agents. The purpose of the option fee is to encourage earnest applications (without an option fee it is common for tenants to make multiple applications which they never intend to fulfil); and to compensate the owner for the lost time and effort when they have held a property off the market for a tenant only to have the tenants withdraw their application at the last minute. We object to the wording of the 'prescribed amount' of an option fee, as we are confident this wording will be used to restrict the amount to a token level and thus eliminate the benefits of an option fee. Owners should be allowed to charge an option fee if they see fit in their business model. The market will quickly punish with vacancy any owner who charges an amount higher than the market can bear.

Owner's Right of Entry

The Bill gives tenants power to deny owners from altering their own property. That is morally wrong as anybody should be able to control their own property. The normal scenario is an owner improving the property. In the unlikely even of an owner diminishing a property, contract law would provide the appropriate avenue for compensation to the tenant.

Penalties

There are 30 new fines for owners, 2 new fines for owners and tenant and ZERO new fines for tenants. Tenants are NEVER fined anyway so it is a moot point. Your Bill punishes owners. Period.

Property Condition Reports

Punishing owners with a \$5000 fine for not preparing and issuing a report within 7 days is nanny state material. It is in the owner's best interests to prepare a property condition report, and compulsion is not necessary. In the Magistrates Court, the onus of proof is upon the owner to establish that property damage is new and not pre-existing. Failure of the owner to complete a condition report is its own punishment.

Rent in Advance

The prohibition of rent in advance is entirely unnecessary, as the market finds its own level and would solve this problem if allowed to. There is an incorrect assumption behind this Bill that owners are all powerful. They are not. There are 300,000 property owners all competing with each other to lease quickly to tenants. Requiring high levels of rent up front will simply result in vacant property.

Furthermore, s28(2) of the Bill appears to prohibit the payment of more than 2 weeks rent in advance at any stage during the tenancy. Tenants often do pay more rent, for example prior to going on an overseas holiday; however thanks to this Bill they will not be able to do that.

Requirement to provide the owner's name

It is completely within the power of this Government to introduce legislation to protect owners privacy, by permitting owners using a licensed real estate agent to name the agent instead of the owner. What protection do you plan to offer owners who are routinely threatened and assaulted by tenants?

Residential Tenancy Databases

The RTD provisions will not benefit landlords, this is incorrect. Landlords do not want these provisions. The 3-year sunset clause and prevention of listing until a court order is obtained, force owners to make losses on repeat offenders. By the time the court order comes through, the offender is already in the property of an unsuspecting owner. Why are you making owners pay the price for individuals unconcerned with their contractual obligations? Law-abiding tenants have nothing to fear from the operation of these databases. At the moment, tenants can be listed on databases as "recommended tenants" and there is the potential to develop a positive reporting system, in the same way that consumer credit files are heading; however this Bill will stop that and effectively punish the good tenants.

The passive sentence "this was seen to be a lesser burden than if a tenant was to be subjected to threats and duress" is presumptive and malicious towards owners. Who sees this as a lesser burden? Certainly not the owners who have worked hard to build up an asset and do not wish for a repeat offender to destroy their property. What right do you have to forcibly prevent owners from protecting themselves? And to suggest that owners will subject tenants to threats and duress is plain wrong. Owners simply want to protect themselves from people who will steal the rent and destroy their property.

"Create some difficulty for the landlord" is a euphemism for having your property destroyed, your income interrupted for months, and your family subjected to death threats.

In plain English, "Fair balance" means "in favour of the tenant" while "the risk to tenants in limiting their access to housing" means "stopping thieves and vandals from re-offending".

Standardised Lease Agreement

We are unaware of any of our members requesting a standardised lease agreement. Will similar provisions be introduced in the retail and commercial sectors? What about standardised housing loan agreements? When will your government stop trying to control the market and stifle innovation?

Tenant Compensation Bonds

It is wrong to force owners to pay a bond to maintain their own property. Tenants already have the ability to issue a Breach Notice to owners for such things. You are empowering the Court to deal with matters in which they have not been trained – maintenance management of rental properties. You are handing the keys of the property to the tenant. Whose property is it, anyway?

Tenant Defaults

We are unaware of any tenant being prosecuted and forced to pay a Penalty, ever.

How about a couple of new provisions for tenants:

1. Malicious damage, fine \$20,000
2. Assault on an owner or property manager, fine \$20,000 and exemption from the normal sunset provisions on database lodgement.
3. Abandonment of Property, fine \$20,000.

The Bill enhances the power of tenants, does almost nothing positive for owners, and does not strike a "fair balance between the rights of tenants and landlords".

And as far as "support continued investment in the private rental market", we have already seen members sell property in anticipation of this Legislation; and I am on public record as recommending sale if the Bill is passed in its current form.

Regards,

A handwritten signature in black ink, appearing to be 'Adam Bettison', written over a horizontal line.

Adam Bettison
President