The Hon. Adele Farina MLC

Chairman

Uniform Legislation and Statutes Review Committee

Legislative Council

Parliament of Western Australia

Dear Ms Farina

Residential Tenancies Amendment Bill 2011 Submission

I set out below my submissions on the above Bill, which I trust the Committee will find helpful.

Between my wife and I, we own, subject to mortgages, 7 investment residential units. The first one was purchased in 1988. Apart from one property for about two years, we have managed them ourselves. We let those properties fully furnished and equipped.

For about 15 years, I was in private practice as a legal practitioner, practising primarily in property law matters. For the next 20 years, I was the Deputy Commissioner of Titles for about 12 years and then the Commissioner of Titles for about 8 years in predecessors to Landgate until my retirement from that position in 2006. As part of my duties during that time, I was actively involved in real property legislative reform.

Hopefully, the submission is self explanatory. However, I am happy to provide further information and to appear before the Committee if invited.

Residential Tenancies Amendment Bill 2011

Part 1 – Preliminary

Clause 5 Section 3 amended

Terms used in this Act Reasonable grounds

1 This is a helpful amendment.

However, the lack of definition of “household goods” could cause problems. We supply fully furnished and equipped residential premises, so the “household goods” may be the property of the lessor. Many other premises are supplied furnished.

Many tenants leave perishable foodstuffs and other items of no value when they leave the premises. A definition that takes these factors into account would improve the definition.

At a minimum, I submit that the word “tenant’s” should be inserted after “in the absence of”

2 I refer to paragraph (c) where one of the grounds for "reasonable grounds is "the absence of household goods at the premises". The lessor could never use that ground without entering the premises.

Although the Lessor's right of entry will now include a right of entry under section 77(4), that right only arises under the proposed section 74 if the reasonable ground requirement is satisfied.

I will suggest an amendment to proposed section 46 to deal with this defect.

Clause 13 Section 15 amended

Applications for relief and orders thereon

The addition of subsections (5) and (6) is a helpful amendment.

Sometimes tenants share leased premises, or let other persons take over the premises, without the lessor's consent or knowledge. The identities of those persons may be unknown to the lessor. On one occasion, the tenants left one of our premises and it continued to be occupied by a new partner of one of them.

In such circumstances, so as to be able to obtain possession and relet the premises so as to minimise loss, return of the premises is more important than an award of damages. In those circumstances, an award of damages probably has little likelihood of being paid.

It would assist in such circumstances if the other party to be joined could be described as an occupier of the premises and notices to such persons posted to or left at the premises as provided at proposed section 77(3)(a)

Clause 19 Section 22 amended

Presentation of cases

The authorisation of property managers and advocate organisations under subsection (2) is appropriate.

However, it is unreasonable to remove the right for representation or assistance by an agent where the person is unable to appear personally or personally conduct the proceedings properly.

It does not allow for, what I am sure are many cases, where relatives (and friends) of lessors assist with letting and management of residential tenancies. This assistance may be because of a range of reasons, including the lessor's age, level of English language skills, health issues or absence from the State or locality.

It is not clear if an attorney under an enduring or other power of attorney is entitled to appear.

It also makes no provision for non incorporated lessors who employ staff to let and manage their properties.

Why should such lessors be forced to employ and pay a "property manager" or, if able to satisfy the test in subsection 3(d), employ and pay a legal practitioner? This subsection needs to be amended to take these situations into account. The previous provision went part of the way in addressing those issues.

Clause 22 Part IV Division 1A inserted

Division 1A – form of residential tenancy agreement and associated documents

S 27A Written residential tenancy agreement to be in prescribed form

The requirement that a written residential tenancy agreement **must** be in the prescribed form is obnoxious for a number of reasons.

It is even more obnoxious because of the proposed deletion of section 82(3) which removes the right to exclude, modify or restrict requirements in a number of sections of the Act.

My main concern is what guarantee is there that the persons responsible for preparing the document have the necessary skill and practical knowledge of renting residential premises?

You only have to look at the current standard form provided by the department, which makes no provision in relation to tenancy bonds, to see that a basic provision has been overlooked. This appears to show that the persons responsible for its preparation lack practical experience of being a lessor and of dealing with bonds as a lessor.

I utilise the standard form but have added further clauses, including one relating to the bond. These provisions have been added to deal with situations where I considered the standard form is defective, matters need to be spelt out in more detail or need modification to better deal with situations where neighbours have justifiably complained about the conduct of our tenants. I have also modified some requirements now permitted to be modified because I consider them to be inadequate.

Occasionally, special clauses are needed because of the personal circumstances of the tenant.

The prospective tenant can see that these are special conditions and read them and decide whether they are acceptable before signing the agreement.

Although a large number of rental residential properties are subject to the Strata Titles Act, there is no requirement in the standard form for the tenant to comply with the rules governing the use of the premises and the common property set out in the Strata Titles Act and the strata company by-laws and directions by the strata company or the strata council. Although the Strata Titles Act imposes those obligations on tenants and on the owners that is an obligation to the strata company not an obligation under the tenancy agreement to the lessor. However, the lessor is subject to complaints and I think sanctions for breaches of those obligations by their tenants.

S27C Property condition report at start and end of tenancy

1 S27C deals with one of the matters that we include in our additional conditions.

S27C makes no provision as to how differences of opinion as to the state of the premises are to be resolved. This should be addressed.

2 Why is it necessary for the lessor to prepare a final report as to the condition of the premises and to fine them if that is not done?

That can be an unnecessary waste of time and effort if the lessor accepts the premises in the state that they are returned. I suggest that instead of fining lessors and creating an additional expense and waste of time and effort for them, it would be more appropriate to provide that if the lessor fails to comply with the section that the lessor is deemed to have accepted that the premises have been returned in the state that they were let, fair wear and tear excepted and to waive all claims for any damage that may have been caused.

In the large majority of cases, tenants act responsibly. When tenants vacate, we have the premises cleaned (in almost all cases) and repair any damage and replace items. It is only where significant damage or items have been lost or stolen that we **might** seek an order. In almost all cases, even for significant damage or loss it is not be worth the time, effort and expense of seeking to recover the cost of any repairs or replacements. We treat them as part of the costs of letting residential premises.

Why create an obligation enforceable by fine, when a simpler method of ensuring that lessors do not make unjustified claims for loss or damage is available?

3 It should not be necessary to prepare new Property Condition Reports and Inventories when a new tenant joins tenants already in possession under an existing tenancy and the existing and new tenants sign a new tenancy agreement.

The Property Condition Report and Inventory in place under the tenancy agreement for the existing tenancy should continue to apply.

4 It should be sufficient for the lessor to provide 2 copies of the **existing** report and inventory to the prospective new tenant at least 7 days before the new agreement is signed and for subsection (2) to apply to the prospective tenant with appropriate modification. Any noted variations should then be rectified at the cost of the continuing tenants before the new agreement is signed so that the property is reinstated to its condition at the start of the original tenancy, fair wear and tear excepted. If the prospective tenant does not give a copy of the existing report and inventory back to the lessor within 7 days of receiving a copy and signs the new tenancy agreement after that 7 days has expired then subsection (3) with appropriate modifications should apply to that tenant.

One of my properties was originally let to two women. The brother of one of them joined them as an approved occupier. One of the tenants then left, leaving the brother and sister as the occupants, with the sister as the tenant. Another woman then joined as an approved occupier. A new tenancy agreement was then entered into with the existing occupiers. The new female tenant then left. Later

the boyfriend of the sister then joined them as an approved occupier. Subsequently, the brother and sister and the sister's boyfriend entered into a new tenancy agreement. These changes all occurred over a reasonably short period.

A similar situation occurred with another property, where there was a steady turnover of French tourists.

S28 Rent in advance

S28(2)

On rare occasions, tenants have requested that rent payments be monthly in advance. We have accommodated that by providing in the tenancy agreement for two weeks rent as the first rent and then an amount to make up the balance of the month's rent and then monthly in advance. The tenant has then paid a month's rent in advance and thereafter monthly. The arrangement was solely for the tenants convenience.

This provision will prevent that from happening.

S29 Security bonds

S29(8)

The requirement that a tenant not sign a release form before the tenancy has terminated could cause unnecessary problems for a tenant.

For example, I had two French tourists who were friends who had taken a 3 or 6 month tenancy. One left a week or two before the other to return home or continue his travels and would not be able to be contacted for some time. I had inspected the premises, and provided that rent was paid to date of vacating either the full bond or an agreed amount, assuming no damage after reinspection, was to be paid to the continuing tenant. The form was signed by the departing tenant and held by the remaining tenant, pending termination of the tenancy. Such an arrangement would be prevented by this provision. As these were young tourists, if signature of the release of the bond had to wait until termination of the tenancy, there would have been a considerable delay in them receiving money that they needed before the bond or their share could be released to them. This sort of thing has happened on other occasions.

Such an arrangement would be prevented by this provision. I appreciate that laws need to be made for the majority of cases, but I wish the Committee to understand that the provision as drafted could cause hardship to some tenants. Could a provision (c) be added to the effect of "the form is retained by another tenant until the tenancy has terminated"?

S34 Proper records of rent to be kept

S34(2A)(c)

If the rent is paid into a bank account, it may not be possible to know who has paid it in. It is suggested that in such a case, it should be sufficient to state the names of the tenants on whose behalves it has been paid.

I question why it is not sufficient to state the names of the tenants on whose behalves it has been paid when payments are made by cash or cheque?

S38 Tenant's responsibility for cleanliness and damage

1 Failure by the tenant to notify the need for repair as soon as practicable can increase the cost of effecting repairs and cause unnecessary damage to the premises.

For example, a bathroom fan was not working and the tenant did not advise that was the case until the power kept shorting out. Failure to notify that defect could have resulted in a fire or damage to the bathroom ceiling and walls from condensation. Other faults that are minor can develop into major faults if not serviced.

Although there is an obligation on the tenant to notify such faults promptly, there is no express obligation on them to pay for additional expenses that arises from their failure to provide prompt notification of the need for repairs. The Act should be amended to provide for this, especially as section 38 requirements will no longer be able to be modified.

2 Failure by the tenant to correctly use and maintain the premises, including supplied chattels and to comply with instructions for such use and maintenance can increase the cost of effecting repairs and cause unnecessary damage to the premises.

There is no clear obligation on the tenant to correctly use and maintain the premises, including supplied chattels and to comply with instructions for such use and maintenance. It may be possible to argue such a failure is a breach of section 38(1)(c). The Act should be amended to make this clearer; especially as section 38 requirements will no longer be able to be modified.

3 A provision should be added to the effect that the tenant shall reimburse the lessor for any reasonable expense incurred by the lessor in rectifying damage to the premises as a result of the tenant's breach of section 38(1)(c)

This amendment is now essential because of the proposed deletion of section 82(3) which permits the modification of this requirement.

4 We use a condition "No pot plants are to be kept on the floors at any time. Any floor damage will be repaired/replaced at the Tenant's expense." Pot plants on carpet or parquetry floors can ruin those floors. One of the tenants in one of our properties when reading this condition said she would like to have had pot plants, but when the reason for the condition was explained understood and accepted that condition. She is a good tenant but did not realise the damage that can be done.

Depending on how the prescribed form of residential tenancy agreement is worded, inability to add such a prohibition may result in unnecessary damage.

5 We use a condition "The Tenant shall not smoke nor permit smoking in the premises. If this condition is breached, without limiting the generality of Clause 21 (the bond condition), the Tenant shall be liable for the cost of commercial washing of the curtains and bedspreads." Smoking in the premises, amongst other things causes the premises and particularly soft furnishings to acquire a smell that is offensive to non smokers. The smell can be difficult to eradicate.
Depending on how the prescribed form of residential tenancy agreement is worded, inability to add such a prohibition may result in unnecessary cleaning, expense and delay before premises are fit to relet.

S39 Tenant's conduct on premises

See my comments on item 2 under **S44 - Quiet enjoyment**

S40 Vacant Possession

See my comments at item 3 under "**S27C - Property condition report at start and end of tenancy.**

Vacant possession should not be required if a new tenant is joining with existing tenants to enter into a new agreement.

It is suggested that subsection (2) should be amended to the effect of adding "unless that tenant is entering into an agreement that includes an existing tenant as a lessee".

This amendment is now essential because of the proposed deletion of section 82(3) which permits the modification of this requirement

S42 Lessor's responsibility for cleanliness and repairs

1 See my comments under **"S40 - Vacant Possession".**

It is suggested that subsection (2)(a) should be amended to the effect of adding "unless that tenant is entering into an agreement that includes an existing tenant as a lessee".

2 It is suggested that subsection (2)(b) should be amended to the effect of adding "and has come to the attention of the lessor". We have had a number of tenancies where repairs were needed, which we would have had effected, but the tenant did not advise us of the problem.

This amendment is now essential because of the proposed deletion of section 82(3) which permits the modification of this requirement

S44 Quiet enjoyment

1 As to subsection 2(b), it is difficult to comprehend why the lessor should have an open ended obligation not to "permit" any interference with the reasonable peace etc of the tenant etc. by persons unconnected in any way with the lessor. I appreciate that this is already an obligation. However, its appropriateness as drafted should be considered.

2 As to subsection (2)(c), I do not recall seeing any provision in the Act which imposes an obligation on the tenant not to cause or permit any interference with the reasonable peace, comfort or privacy of any other tenant of the lessor in occupation of adjacent premises in the use by that tenant of their premises. It is questionable, especially in the light of sections 27A and 82, that the lessor could add such a condition to the prescribed form. Even if it is added to the prescribed form, it is submitted that as the Act states there is such an obligation, it should be imposed in the Act.

I submit that **S39 - Tenant's conduct on premises** is an appropriate place for such a provision to be added.

On this issue, also see my comments under **S 27A - Written residential tenancy agreement to be in prescribed form** in relation to the Strata Titles Act and under **S75A - Termination of social housing tenancy agreement due to objectionable behaviour.**

S45 Securing premises

1 Requiring, under paragraph (b), that consent must be given **at or immediately before** the change is carried out is not practicable and does not take into account, that it may not be possible, due to work or other commitments of the lessor and the lessee, for that consent to be given in that timeframe.

This problem is exacerbated if tradespeople are involved. Very rarely will tradespeople give a definite time when they will attend and sometimes they do not attend within the timeframes advised.

Compliance would be difficult if not impossible for **all** joint lessees and **all** joint lessors to give their consent **at or immediately before** the change is carried out.

I have found that in the large majority of cases, tenants are prepared to consent in advance to work being done in their absence.

I submit that the word "immediately" should be deleted.

2 I submit that it should not be essential for a**ll** joint lessees and **all** joint lessors to give their consent before the change is carried out. This may be difficult to obtain if one of them is not available or not contactable in a reasonable time frame. This problem is exacerbated if tradespeople are involved.

I submit that the section should be amended to only require the consent of one of the lessors or tenants.

See section 86(6) which provides that service can be on any tenant or lessor. Such a provision should apply in relation to consents under this provision.

S46 Lessor's right of entry

1 Provision needs to be made for the lessor to have a right of entry on less than 72 hours notice for the purpose of inspecting the premises as to what action is required in respect of repairs that appear or are claimed by a tenant to be of a type that is an urgent repair within the meaning of section 43.

For example, a tenant called to say that the electric oven was not working. Investigation revealed that the electric cord had become disconnected. In other cases, a safety switch had been triggered due to a power surge or faulty equipment and all that was needed was to reactivate the switch or for the equipment to be repaired or replaced. If the tenant is unfamiliar with particular equipment, correction of the problem may be simple and callout fees to tradespeople can be avoided.

An urgent repair may not be an "emergency" within the meaning of subsection (2)(a).

It is suggested that amendments be made to subsection (2)(a) and/or section 43(1) by including in section 46(2) words to the effect of "or for the purpose of inspecting or carrying out repairs that appear to be "urgent repairs" as defined in section 43(1)."

2 Section 46(2)(h) should be amended by deleting the word "immediately" and only requiring the consent of one of the tenants. See my comments on **S45.**

3 I refer to the proposed amendment to section 3 by the addition of a definition of "reasonable grounds" in which at paragraph (c) one of the grounds is "the absence of household goods at the premises". The lessor could never use that ground without entering the premises.

Although the lessor's right of entry will now include a right of entry under section 77(4), that right only arises under the proposed section 74 if the reasonable ground requirement is satisfied.

I submit that section 46 should be amended to deal with this defect.

One way may be to add a section derived from the definition of "reasonable grounds" and section 75 to the following effect

"If the tenant has failed to pay rent under the residential tenancy agreement and the lessor suspects that a tenant has abandoned residential premises, the lessor may give to the tenant a written notice stating that –

(a) the lessor suspects that the tenant has abandoned the premises; and

(b) unless the tenant informs the lessor within 24 hours after the giving of the notice that the tenant has not abandoned the premises, the lessor

(i) will enter the premises to inspect them for the purpose of ascertaining if there are any household goods that are not the lessors at the premises; and

(ii) may give to the tenant a notice under section 77(1)"

plus subsections the same as subsections (2) to (4) of section 77

I mentioned this issue under item 2 of my comments on "**Clause 5 - Section 3 amended" .**

S49A Lessor's and tenant's responsibilities in respect of public utility services

I assume that it was not intended but this provision precludes the tenant entering into direct contracts with the utility provider to provide those services to the tenant. **The Explanatory Memorandum does not expressly state that that is the effect of the clause**.

If it was intended, then this is an obnoxious provision that will throw unreasonable administrative and other obligations on the lessor.

Why should the current standard arrangements where tenants enter into direct contract with utility providers be changed and the lessor become responsible for the information provided by those utility providers?

This section needs to be amended to allow for tenants to enter into direct contracts with public utility services and the lessor to have no responsibility for the information provided by those providers to the tenant, as is currently the case.

S49 Right of tenant to assign or sub-let

It would be helpful to lessors if the department provided an example form for assignments.

S51 Tenant to be notified of lessor's name and address

I have never been sure what this provision required in terms of an address. Is a post box address sufficient?

If is not then a number of lessors could unknowingly be risking a $5,000 fine.

The reference to "postal address" at s53(3)(b) carries the implication that "postal address" is not sufficient in respect of section 51.

However, section 85(1) (b) is being amended to allow for service by post at the place a person specifies as a place where the person's mail may be directed.

A number of lessors would be concerned to provide their residential addresses for fear of being accosted at their homes by angry or difficult tenants. Although it has not happened to us yet, there have been tenants where it was a concern that that might happen.

If the requirement for providing the lessor's address is for the purpose of serving notices or advising an issue of concern or to provide information then a post box address or an address for service and a telephone number or an email address would meet that concern. Some of our tenants text me on my mobile phone if they wish to advise problems, provide information or ask questions.

Again why should a lessor have to employ and pay a property manager to avoid having to disclose their residential address?

This provision should be amended to provide more alternatives for lessor's addresses and ways of contact .

S52 Failure to pay rent with intention it be recovered from security bond

I am confident that no tenant has ever been prosecuted or will ever successfully be prosecuted for breach of this section.

I suggest that it would be very difficult if not impossible to establish the requisite intention in such a case.

The reality is that in most cases more than 4 weeks (maximum bond amount) will have elapsed before a lessor can have an application for an order for termination and possession dealt with by a court.

If a tenant has not paid rent when due, the lessor has to give 14 day's notice of termination (Section 62(5)). Section 62(5) provides that the hearing of an application for an order for termination and possession shall take place not less than 21 days after notice is given. Section 14 provides that proceedings are to be heard and determined within 14 days after they are instituted and where that is not practicable, as expeditiously as possible. Allowance for additional days for service by post and not issuing notices immediately rent is overdue will further extend the time before an order can be obtained.

This section needs to be reviewed.

I suggest a provision along the following lines

"A tenant shall not fail or refuse, without reasonable excuse, to pay rent of the amount that would be payable under the residential tenancy agreement between the date of service of the notice and the date on which the agreement is terminated."

S59A Minors

This is a helpful addition.

S59B Death of one of 2 or more tenants

This is a helpful addition.

S59C Recognition of certain persons as tenants

The Explanatory Memorandum contains no explanation of why this provision is being added. On the face of it, it appears to be setting the basis for creating a tenancy between the lessor and the occupier, without the consent of the lessor or the other tenants.

There is no requirement that the lessor or the other tenants be made party to the proceedings. At a bare minimum, the section should be amended to give the lessor and the other tenants the right to

object and to be heard in respect of such an application and on the terms and conditions of the residential tenancy agreement which the court is considering should not apply.

S59F Offences relating to security of residential premises

I submit that the words "consent of the tenant given at, or immediately before" should be deleted and words to the effect of "consent of one of the tenants given at, or before" substituted.

See my comments under "**S45-Securing premises".**

S60 How residential tenancy agreements are terminated

It is submitted that an additional paragraph should be added to the effect of

"where the tenant delivers up vacant possession of the premises and the lessor and the tenant have signed an application form referred to in Schedule 1 clause 5(1)(a) that disposes of the whole of the security bond".

Such a provision would avoid the need for a separate written document as required by section 60(g).

S70A Notice of termination by lessor or tenant at end of fixed term tenancy

This is a very helpful provision which removes uncertainty for the lessor and the lessee.

S75A Termination of social housing tenancy agreement due to objectionable behaviour

It is suggested that this proposed section should apply to all tenancies.

We have had the very unpleasant experience of the tenants of one of our units continually holding noisy parties that disturbed many other occupiers of units in that complex. It appeared that other persons were staying and sleeping in the premises, so that there was overcrowding, which contributed to the noise problem. We received telephone calls at all hours of the night and early morning over several weeks complaining about the noise and other antisocial behaviour. Fortunately, they were tourists whose term was coming to an end and they left to go interstate or return home before the notice expired.

As is normal in such situations, the occupiers of units in the complex were intimidated by them and were not prepared to attend at court to support an application for termination of the tenancy. This made it very difficult to take action on their complaints. From memory, the notice that was issued was for non payment of rent.

As is also normal, the tenants denied the claims made against them, that more than the agreed number of people were occupying the premises and that they were making any unreasonable noise.

It was after that experience that we added a condition to our tenancy agreements that restricted the hours during which visitors could be on the premises. This was done so as to preclude any claims that non tenants were not occupying the property in breach of the condition restricting the number of occupants and to set limits on the hours that visitors could be on the premises so as to restrict the

times during which parties could be held. The number of people in premises at a particular time is easier to prove than claims that more people than are authorised occupy a property or that undue noise is being made.

S76A Termination of agreement by lessor if premises abandoned.

This is an excellent and long overdue provision.

Subject to fine tuning as proposed by me under **Clause 5 - Section 3 amended - Terms used in this Act - Reasonable grounds** and in item 3 under **S46 - Lessor's right of entry**, this should be a very worthwhile workable amendment. It removes the considerable uncertainty on how to proceed and apparent conflict between sections relevant to abandonment of premises by tenants and the lessor mitigating loss.

S76B Dispute about s76A notice

Bearing in mind that the lessor will have issued a notice on reasonable suspicion that the premises had been abandoned; the lessor may wish to withdraw the notice of abandonment if satisfied that that abandonment has not occurred. The notice will probably have been given because rent was overdue and the lessor had not heard from the tenant nor had telephone calls answered or returned.

It is submitted that subsection (1) should be amended to provide that the tenant shall also give notice to the lessor disputing the notice of abandonment and stating the basis on which the notice is disputed by forwarding such notice to the lessor on or before the day on which application is made to the court. If the lessor serves a notice on the tenant withdrawing the notice given under section 76A(1) before the tenant is deemed under section 76A(3) to have abandoned the premises and forwards a copy to the court then the notice should be deemed not to have been given and the application withdrawn. A telephone call or meeting may be sufficient to get the lessor to withdraw the notice before receiving a formal notice from the tenant. This process would have the benefit for both the lessor and the tenant of the tenancy staying on foot without having to attend at court.

It is appreciated that once the premises have been deemed under section 76A(3) to have been abandoned then section 76B(3)(b) will apply.

A notice will have issued under section 76A(1) because rent was overdue. Any order under subsection (3)(b)(ii) should be subject to a set off for arrears of rent and other damages payable to the lessor and provide for disposal of the bond.

S78B Review of abandonment order

A notice will have issued under section 76A(1) because rent was overdue. Any order under subsection (5) should be subject to a set off for arrears of rent and other damages payable to the lessor and provide for disposal of the bond.

S79 Abandoned goods

It is suggested that subsection (5) should be amended by adding "of the goods" after "subsection (4), the lessor".

S82 Contracting out

1 I refer to my comments under **S 27A - Written residential tenancy agreement to be in prescribed form** and under other items.

2 It is to be hoped that the prescribed form of residential tenancy agreement will enable additional conditions that are not inconsistent with the Act. If it does not then, for that reason alone, it would be an unreasonable document.

3 I understand the desire for uniformity, but in achieving that, if care is not taken in preparation of the prescribed agreement, it may become an inflexible, inadequate document.

4 Due to its importance, I trust that a draft will be made available for public comment.

Submission by Adam Bettison, President of the Property Owners Association of WA

I am a member of the above association. Due to other commitments, I have been unable to spend as much time as I would have liked on reviewing this Bill. I have spent large parts of the last 3 days preparing this submission.

My intention was to undertake my review and then consider comments previously made by Mr Bettison and incorporate those that I agreed with in my submission. I have not sighted his submission to the Committee.

Unfortunately, I have only had time to include comments from my own review and run out of time to deal with issues raised by Mr Bettison.

In reviewing comments made by Mr Bettison to the Association, I found that he noted many practical issues of concern that I have not dealt with. I agree with the large majority of concerns that he has raised.

Yours Sincerely

John Gladstone