



MDAA submission response to: Improving NSW rental laws consultation paper- July 2023

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About this submission

This submission is produced by the Multicultural Disability Advocacy Association of NSW Inc. (MDAA) in response to *'Improving NSW rental laws consultation paper- July 2023.'*

The submission considers proposals by the Department of Customer Service regards to rental laws in NSW under the Residential Tenancies Amendment (Rental Fairness) Bill 2023 and feedback in relation to:

- amending a landlord's ability to end a lease without a reason,
- making it easier for renters to have pets,
- increasing protections for renters' personal information, and
- designing of the portable rental bond scheme.

MDAA responds to each proposal with consideration and focus on people with disability from Culturally and Linguistically Diverse Backgrounds (CaLD). Information provided in this submission considers the lived experiences and case studies of people with disability who have been in the rental market for a long period of time.

ENDING FIXED TERM LEASES



- What is your preferred model for ending fixed term leases and why? Are there any other specific situations where a landlord should be able to end a lease?
- What would be an appropriate notice period for the five proposed reasons (and for any other reasons you have suggested)? Why is it reasonable?

Australia is one of the few OECD countries that allow 'no grounds' evictions,¹ where landlords can terminate periodic leases without providing a specific reason, as long as they comply with the notice period requirements set out in the *Residential Tenancies Act 2010 (NSW)* (the Act).

The ability for landlords to end tenancies without cause does leave renters vulnerable, as it can create a sense of insecurity and fear among tenants, especially if they feel they may be evicted for reasons beyond their control or for making reasonable requests, such as repairs or improvements to the property.

This issue is not limited to NSW but extends to other states and territories in Australia as well. Tenant advocates and various community groups have raised concerns about the impact of 'no grounds' evictions, particularly on vulnerable populations, such as those from culturally and linguistically diverse (CaLD) communities or with disability. MDAA agrees that there should, even in situations where a reason must be provided to end a tenancy, grounds to end a tenancy for the below reasons:

- Non-payment of rent: If a tenant fails to pay rent without a legitimate reason or after a payment plan has been agreed to, on time and consistently, the landlord may have the right to terminate the lease (30-day notice period proposed).
- Breach of lease terms: If the tenant violates any of the terms and conditions specified in the lease agreement, such as causing significant damage to the property, engaging in illegal activities, or having unauthorised occupants, the

¹ Ross, L.P. (2021). *This renting life: The Tenants' Union Blog*. Tenants' Union of New South Wales. Retrieved from: <https://www.tenants.org.au/blog/end-fixed-term-evictions-are-unfair-no-grounds-evictions-part-2>.

landlord may have grounds for eviction (14 days for serious offences and 30 days for non-serious offences proposed).

- End of fixed-term lease: When a fixed-term lease agreement comes to an end, the landlord may choose not to renew it if they wish to take back possession of their own property or make other arrangements (30-day notice period proposed).
 - Renovation or redevelopment: In certain cases, landlords may have the right to end a lease if they plan to carry out significant renovations or redevelopments that would make the property uninhabitable during the process (40-day notice period proposed). However, they should be required to provide a specific reason in these instances given in the past, many consumers at MDAA have been exposed to landlords who have used the reason of 'renovations' to either increase rent (after submitting Development Applications) or even evicting the tenant.
 - Establishment of a database: this can be done to record the increases and timeframes of increase in rental properties as there some landlords who have also known to increase rates every 6 months.
 - Illegal subletting or assignment: If a tenant sublets the property without the landlord's permission or assigns the lease to another party without proper authorization, then termination of lease should occur.
- What reasons should require evidence from the landlord? What should the evidence be?
 - Should any reasons have a temporary ban on renting again after using them? If so, which ones and how long should the ban be?

Requiring proper evidence from the landlord for certain eviction reasons can help ensure fairness and protect tenants' rights. When evidence is necessary, it adds a layer of transparency and accountability to the eviction process, which is imperative particularly for vulnerable tenants. In many jurisdictions, eviction laws already require evidence for specific grounds of eviction.

Some of the evidence landlords should provide include:

- evidence of unpaid rent, such as a ledger or rent payment history, clearly showing the outstanding amount.
- evidence of a specific breach: such as photographs, witness statements, or documentation of any damage caused by the tenant or evidence of illegal activities taking place on the property.
- evidence of the damage, preferably with dated photographs or a property inspection report.
- evidence of police reports, complaints from neighbours, or other corroborating evidence.
- evidence of landlord's intention, such as a signed affidavit or other credible documentation.
- evidence of their intent to sell, such as a listing agreement with a real estate agent or a contract with a potential buyer.
- evidence of the proposed construction plans and permits obtained from the relevant authorities.

It is crucial for landlords to provide clear and verifiable evidence for eviction reasons that require it. The evidence should be relevant, objective, and applicable to the specific grounds for eviction. Tenants, on the other hand, should have the right to challenge the evidence presented and present their own evidence if they believe the eviction is unjustified.

Case Study

A consumer with disability from an Ahwazian background who arrived in Australia by boat 13 years ago received their permanent residency in Western Australia and moved to Sydney to be close to their community.

The consumer was renting a share apartment and lived in the property for 4 years without a lease agreement.

The consumer and the real estate agent had a verbal agreement of payment to be made via either bank transfer or in cash. During the time when the consumer was living at the apartment, he did not ask for any repairs to be made as he was repairing all damaged by himself.

The other individuals living in the apartment moved out and the landlord requested that the consumer pay rent in full. The consumer informed the agent that he could only pay his share/part as per their verbal agreement.

The real estate agent requested the consumer to vacate the property providing him with only a small amount of notice.

The consumer cannot read and write in English and is not capable of using computers to look for other rental properties. The consumer was stuck in a difficult situation because of the stress and pressure this has caused them, with their mental health deteriorating.

The consumer became homeless due to the termination of the tenancy. Additionally, the consumer's mental health worsened, and they were admitted to Hospital.

The MDAA Advocate Communicated with Mental Health Officers, Doctors, and Psychologist as well as notifying the Housing NSW Parramatta Branch regularly. The advocate linked the consumer with Link2Home and secured them temporary accommodation.

A NEW MODEL FOR KEEPING PETS



- Is 21 days the right amount of time for a landlord to consider a request to keep a pet? If not, should the landlord have more or less time?
- What are valid reasons why a landlord should be able to refuse a pet without going to the Tribunal? Why?
- Should the Tribunal be able to allow a landlord to refuse the keeping of animals at a specific rental property on an ongoing basis? Please explain.

MDAA supports the ability for tenants to keep their pets in their rental property.

Pet ownership promotes companionship and mental well-being: Pets, especially guide dogs, can provide emotional support and companionship to their owners, which can be especially important for people living alone or experiencing mental health challenges or people living with disability. This is even more true for those people with disability from refugees or migrants background who generally have limited social connection or interaction.

Allowing pets in rental properties can attract a broader range of potential tenants, as many people have pets and actively seek pet-friendly rental properties. Many tenants are responsible pet owners who take good care of their animals and are mindful of their pet's impact on the property. Pet owners may be more likely to stay in a rental property for an extended period if it accommodates their pets, reducing turnover and vacancy rates.

Landlords should be able to refuse pets living in a property in only extreme circumstances that involve large scale property damage, severe allergies or health concerns or severe insurance or liability concerns that can be justified fairly to the tenant.

Even in these circumstances, landlords should aim to strike a balance between accommodating responsible pet owners and addressing concerns about property damage, some rental properties implement the following strategies:

- Pet deposits or fees: Landlords may require pet owners to pay a refundable pet deposit or a non-refundable pet fee to cover any potential damages.
- Pet agreements: A pet agreement can outline specific rules and responsibilities for pet owners, including expectations for cleanliness, behaviour, and adherence to local pet-related regulations.
- Pet screening: Landlords may conduct pet screening to assess the behaviour and history of the pet before allowing them to move in.
- Pet size and breed restrictions: Some properties may place restrictions on the size or breed of pets allowed, considering factors that could affect the property or the safety of other residents.

RENTER'S PERSONAL INFORMATION

- Do you support limiting the information that applicants can be asked for in a tenancy application? Why/why not?
- Do you have any concerns with landlords or agents only being able to collect the information set out in the table above to assess a tenancy application? Please explain.
- Do you support the use of a standard tenancy application form that limits the information that can be collected?
- Do you think that limiting the information that may be collected from rental applicants will help reduce discrimination in the application process?

MDAA supports limiting the information that applicants can be asked for in a tenancy application. These limitations aim to promote fairness, prevent discrimination, and protect the privacy and rights of tenants. This also includes limiting information that may be kept on a database or shared between agencies that may 'blacklist' the tenant. Limiting the information that can be asked in a tenancy application provides equal opportunity and fairness, ensuring that all applicants are treated fairly and equally. It prevents landlords from making decisions based on irrelevant or discriminatory factors and promotes a more inclusive rental market.

By restricting certain types of questions on the application, such as those related to race, gender, ethnicity, religion, or disability, it helps prevent discrimination in the rental

process. This is crucial for upholding human rights and promoting diversity and inclusion.

Limiting the information requested on the application safeguards the privacy of tenants. Unnecessary or invasive questions could reveal sensitive personal information that is unrelated to their ability to be good tenants. Some questions on a tenancy application, such as marital status or age, may inadvertently trigger implicit bias in landlords, leading to decisions that are not based on the applicant's qualifications or rental history. By establishing clear guidelines on the information that can be asked, it encourages transparency and consistency in the rental application process.

Limiting the information requested may help reduce barriers to housing for certain groups of applicants who might otherwise face discrimination or unequal treatment. When tenants feel that they are being treated fairly and without discrimination, they may be more likely to stay longer in the rental property, promoting tenancy stability and reducing turnover.

- Do you support new laws that set out how landlords and agents can use and disclose renters' personal information? Why/why not?
- What should applicants be told about how their information will be used before they submit a tenancy application? Why?

Landlords and agents should only be required to disclose the renter's private information in limited circumstances, such as if the renter agrees to the disclosure, and in instances of a criminal investigation. There needs to be transparency between landlords and tenants about the information collected and also, whether a database exists that could potentially disadvantage the tenant. All other reasons to disclose must only be allowed if the tenant agrees to do so and for justified reasons by the landlord.

Requiring landlords and agents to disclose the limited circumstances in which they would need to disclose a renter's personal information is a step towards transparency and protecting tenant privacy.

Clearly stating the limited circumstances in which personal information may be disclosed helps tenants understand the circumstances under which their data may be shared, empowering them to make informed decisions about their privacy.

Requiring consent for most disclosures respects the privacy rights of tenants, ensuring that their personal information is not shared without their knowledge and agreement.

Explicitly outlining when personal information can be disclosed can help prevent its misuse for unauthorised purposes, protecting tenants from potential harm or discrimination. The requirement for disclosure transparency fosters open communication between landlords and tenants, promoting trust and fairness in the landlord-tenant relationship.

Allowing disclosure without consent in instances of criminal investigations ensures that landlords and agents can cooperate with law enforcement authorities when necessary. It's essential to strike a balance between tenant privacy and legitimate needs of landlords and agents to conduct proper tenant screenings and comply with legal obligations. Requiring tenant consent for most disclosure scenarios helps ensure that tenants maintain control over their personal information while still enabling necessary processes, like rental applications and background checks. In these contexts, it is important to note that if the tenant has no or little English, a qualified interpreter needs to be used to maintain good communication so that everything discussed would be understood clearly by both parties involved.

- Do you support new laws to require anyone holding renter personal information to secure it? Why/Why not?
- How long should landlords or agents be able to keep renter personal information? Please explain.
- Do you support requiring landlords, agents or proptechs to:
give rental applicants' access to their personal information,
correct rental applicants' personal information?
Please explain your concerns (if any).

Securing a renter's personal information should indeed be a strict requirement for all organisations, including landlords, property management companies, and real estate

agencies, regardless of the application's outcome. This measure is crucial for protecting the privacy and sensitive data of prospective tenants and ensuring responsible data management practices. Reasons should consider:

- **Privacy Protection:** Renters have a right to expect that their personal information will be treated with the utmost confidentiality and safeguarded from unauthorised access or disclosure.
- **Data Security:** Securing personal information helps prevent data breaches and identity theft, reducing the risk of financial and reputational harm to renters.
- **Compliance with Data Protection Laws:** Many jurisdictions have data protection and privacy laws that mandate organisations to secure personal information appropriately. Compliance with these laws is not only ethically responsible but also legally required.
- **Building Trust:** Ensuring the security of personal data helps build trust between landlords/agents and renters. When prospective tenants know their information is protected, they are more likely to engage with the rental process confidently.
- **Protection against Discrimination:** Securing personal information can help prevent unintentional bias or discrimination during the tenant selection process, as sensitive details about an applicant are not accessible to influence decisions.
- **Responsible Data Management:** Demonstrating a commitment to secure data management indicates an organisation's responsibility and care towards the information they collect from applicants. This may also include real estate agents to go through the process of accreditation.

To ensure the security of renter's personal information, organisations should implement strong data protection measures and ensure third party businesses do not have access to this information by way of sharing or selling the data. This includes using secure servers, encryption, access controls, regular data audits, and employee training on data handling best practices. Additionally, if an organisation no longer needs an applicant's personal data, they should have a secure process for its timely deletion within 6 months.

MDAA supports that renters should be informed about how their personal data will be collected, stored, and used, and they should have the right to access, review, and be given the opportunity to correct their information when necessary, by contacting the agents to do so on their behalf. By adhering to strict data security protocols, organisations can demonstrate their commitment to respecting renters' privacy and complying with legal obligations.

AUTOMATED DATABASES FOR RENTAL APPLICATIONS

- What should we consider as we explore options to address the use of automated decision making to assess rental applications?

Although MDAA supports each application for rent to be assessed naturally without the use of automated systems which removes the human element to assess each application on a case by case basis, if organisations nonetheless choose to improve their work through the use of advanced technology such as exploring options to address the use of automated decision-making in rental applications, several important considerations should be taken into account to ensure fairness, transparency, and the protection of tenants' rights. These considerations include:

- **Fairness and Bias:** organisations should evaluate whether their automated system introduces any bias or discrimination in the decision-making process. Ensure that the algorithm is designed to treat all applicants equally and does not disproportionately disadvantage certain groups based on protected characteristics, such as race, gender, ethnicity, religion, disability, or others.
- **Data Privacy and Security:** Assess how the personal information of applicants is collected, stored, and used in the automated decision-making process. Implement robust data privacy and security measures to protect tenants' sensitive information from unauthorised access or data breaches.
- **Transparency and explain ability:** ensuring that the automated decision-making system is transparent and understandable. Applicants should be informed about the use of such systems, and landlords or agents should be able to explain how the algorithm arrived at a particular decision.

- **Human Oversight:** it is extremely important to consider incorporating a human review process to complement the automated system. Human involvement can help identify and correct any potential errors or biases introduced by the algorithm.
- **Validation and Testing:** regularly validate and test the automated decision-making system to ensure its accuracy and effectiveness. Identify and address any issues that may arise during the testing phase.
- **Tenant Consent and Opt-out Options:** obtain tenant consent for using automated decision-making in the rental application process. Offer applicants the option to opt-out of the automated assessment if they prefer a traditional, manual review.
- **Legal Compliance:** Ensure that the use of automated decision-making complies with relevant data protection and fair housing laws.
- **Impact Assessment:** Conduct a comprehensive impact assessment to understand the potential consequences of using automated decision-making in the rental process. Consider how it may affect tenants, landlords, and the rental market as a whole.
- **Continuous Improvement:** Implement mechanisms for continuous improvement of the automated decision-making system. Regularly review and update the algorithm to address any identified biases or shortcomings.
- **Tenant Feedback:** Seek feedback from tenants who have gone through the automated decision-making process. This feedback can provide valuable insights into the system's effectiveness and fairness.

PORTABLE BOND SCHEMES

- How long should a renter have to top up the new bond if some or part of the bond has been claimed by the previous landlord?

Extending the timeframe for renters to top up the new bond if part of it is still being held by the previous landlord from 14 days to at least 30 days can be a reasonable and fair adjustment. This change allows tenants sufficient time to navigate

administrative processes and reclaim the bond without being penalised for delays outside of their control.

Administrative processes, such as transferring bond funds from one landlord to another or waiting for inspections and assessments, can take time. Extending the timeframe gives tenants a reasonable buffer to navigate these processes. A longer timeframe helps protect the tenant's right to receive their bond in a timely manner without facing undue financial burdens or being penalised during the transition between rental properties. Moving between rental properties can be a stressful time for tenants so extending the timeframe provides them with more flexibility and peace of mind, knowing they have enough time to complete necessary processes.

Allowing more time for the bond transfer encourages smoother transitions between tenancies, benefiting both tenants and landlords, whereas a shorter timeframe might put tenants at risk of financial difficulties if they are unable to promptly access their bond funds to secure a new rental property.

- What should happen if the renter does not top up the second bond on time? Please explain why.

If a renter cannot top up their bond on time due to unforeseen circumstances or financial constraints, a fair and reasonable approach should be taken to address the situation.

The renter should be able to promptly communicate with the landlord or property management to explain the situation and the reason for the delay. Open communication is essential to ensure both parties understand the situation. The landlord and the renter can discuss possible solutions, such as agreeing to a short-term extension for topping up the bond or setting up a reasonable payment plan.

Many renters are quite vulnerable, so considering offering a short grace period during which the renter can still top up the bond without incurring any penalties or consequences is crucial. It is also important to avoid imposing unnecessary penalties

or fees on the renter during the grace period, as long as the delay is communicated, and reasonable efforts are made to resolve the situation.

Depending on the circumstances, the renter may be eligible for financial assistance programs or support services that could help them meet their financial obligations.

If an extension or payment plan is agreed upon, it is advisable to document the arrangement in writing to avoid misunderstandings later. In the event that the renter and landlord cannot come to an agreement, they may consider engaging a neutral third party, such as a mediator or dispute resolution service, to help find a fair resolution.

- Should this scheme be available to all renters, or should it only be available to some? Please explain why.
- Who should have a choice on whether to use the scheme?
- What other (if any) things should we consider as we design and implement the portable bond scheme? Please explain.

The scheme should be available to all renters regardless of their financial situation or other factors for the purposes of equity and fairness and they should all be able to determine whether they wish to be involved in the scheme or not.

Allowing all renters to participate in the scheme ensures that housing opportunities are not limited to those with significant financial resources. This can help address housing affordability challenges and increase housing access for marginalised or vulnerable populations.

By offering the same rental bond scheme to all renters, regardless of their background or circumstances, the risk of discrimination based on income, race, or other protected characteristics is reduced. Renters with limited financial means may face difficulties providing a substantial upfront bond payment. An equitable bond scheme can ease this burden and support low-income renters in finding suitable housing.

By providing financial support for rental bonds, the scheme can help prevent homelessness by assisting renters who may be at risk of losing their current housing due to financial constraints.

RENT INCREASES

- Do you have any concerns about the NSW Government collecting information on rent increases and making it publicly available for renters? If yes, please provide details.

Making information regarding rent increases and updates to the current rental market publicly available is indeed crucial for promoting transparency and empowering renters to make informed decisions. When renters have access to such information, it allows them to understand current market trends, assess whether rent increases are reasonable, and make more informed choices about their housing arrangements.

With access to this information, renters would be able to make informed decisions, consider proper budgeting and financial planning, protect themselves from unjustified rent hikes, and engage in more effective negotiations with landlords when discussing rent adjustments.

Publicly accessible data fosters accountability in the rental market, encouraging landlords to justify rent increases based on objective market trends rather than arbitrary factors. By having access to market data, renters can gain insights into supply and demand dynamics, vacancy rates, and overall trends, which can help them better navigate the rental market.

- What do you think is the best way to collect this information?

Collecting information on rent increases and updates to the current rental market requires a systematic approach that ensures accuracy, reliability, and comprehensive coverage. Effective ways to collect this information can include:

- **Government Data Collection:** The government can establish a data collection system to gather rental market information from landlords, property managers, and real estate agencies. This can be done through surveys, data submissions, or mandatory reporting requirements.
- **Real Estate Agencies and Property Management Companies:** collaborate with real estate agencies and property management companies to obtain rental market data. Many agencies track market trends and rental rates, which can be shared with the government for analysis.
- **Rental Listing Websites:** utilising online rental listing platforms to gather information on current rental listings, including advertised rent prices, vacancy rates, and property features. This data can provide real-time insights into the rental market.
- **Landlord Associations:** engaging with landlord associations to access aggregated data on rental trends and market dynamics. These associations often have access to rental market information from their members.
- **Tenant Surveys:** conducting surveys among renters to understand their experiences with rent increases and gather their feedback on rental market conditions.
- **Property Valuation Data:** Property valuation companies and organisations may have data on rental yields and property values, which can offer insights into the rental market's performance.
- **Government Agencies:** collaborating with government departments responsible for housing, urban planning, or housing affordability to access relevant data they may have collected.
- **Research Institutions:** Partner with research institutions that conduct studies on housing and rental market trends to gather comprehensive and reliable data.
- **Public Data Portals:** creating public data portals that house rental market information, making it easily accessible for renters, researchers, and policymakers.
- **Data Privacy Considerations:** ensuring that data collection methods comply with data privacy laws and protect the confidentiality of personal information.
- Once the information is collected, the data should be regularly updated and analysed to provide accurate and current insights into the rental market's

conditions and trends. This information can then be made publicly available through government websites or other platforms to serve as a valuable resource for renters and other stakeholders.

- Do you think the 'one increase per 12 months' limit should carry over if the renter is swapped to a different type of tenancy agreement (periodic or fixed term)? Please explain.
- Do you think fixed term agreements under two years should be limited to one increase within a 12-month period? Why or why not?

The 'one increase per 12 months' limit should carry over if the renter is swapped to a different type of tenancy agreement to ensure continuity and consistency in rent adjustments, providing renters with a degree of stability and predictability in their housing costs, and to ensure they are not faced with two rent increases within the 12-month rental period.

Limiting rent increases to one per 12-month period for fixed-term agreements under two years can be a reasonable approach to strike a balance between protecting tenants from frequent rent hikes and providing landlords with some flexibility in adjusting rents.

It provides tenants with greater predictability and financial stability, as they will not face multiple rent hikes within a short timeframe. It could also incentivise tenants to stay longer in the same property, reducing turnover rates and promoting longer-term tenancies.

EMBEDDED NETWORKS

- Do you support new laws to require landlords or their agents to tell rental applicants if a rental property uses any embedded network? Why/why not?
- When should a rental applicant be told that a property uses an embedded network?
- What information should a renter be told about a rental property using an embedded network? Please explain.

MDAA believes that all prospective tenants should be informed as soon as practicable, upon the signing of a lease, of the rental property using an embedded network. Requiring landlords or their agents to inform rental applicants if a rental property uses any embedded network can be beneficial to allow renters to make an informed decision about the properties they are considering. Knowing if a property uses an embedded network allows applicants to assess potential additional costs or variations in utility services that may differ from standard utility providers.

Embedded networks may have different pricing structures and fees compared to traditional utility companies. By informing applicants about embedded networks, they can understand how utility costs are calculated and whether they are reasonable and competitive. Renters rely on accurate budgeting to manage their living expenses effectively. Knowing about an embedded network helps tenants anticipate and plan for utility costs, avoiding unexpected financial burdens.

Some embedded network providers might offer additional services or benefits, while others may have limitations. Transparency allows applicants to evaluate the quality of utility services offered and make decisions based on their preferences and needs. Also, providing information about embedded networks enhances consumer protection. Applicants can assess whether the arrangement is fair and appropriate before entering into a rental agreement. Clear disclosure about embedded networks can prevent potential disputes or misunderstandings between landlords and tenants regarding utility services and billing.

Knowledge of embedded networks empowers tenants to assert their rights concerning utility services, billing practices, and dispute resolution if needed.

FREE WAYS TO PAY RENT

- What would be the best way to ensure that the freeway for renters to pay rent is convenient or easy to use? Please explain.
- Should the law require a landlord or agent to offer an electronic way to pay rent that is free to use? Why/why not?

The best way to ensure that the freeway for renters to pay rent is convenient and easy to use is to offer a variety of options for renters to use that is not just limited to one. Additionally, the law should require the landlord to offer at least one method of payment which includes electronic means particularly for those individuals who cannot physically make payments. These options can include:

- **Online Payment Portal:** Create a dedicated online payment portal that allows renters to make their rent payments electronically. The portal should be accessible through a user-friendly website or mobile app, making it convenient for tenants to use anytime, anywhere.
- **Multiple Payment Options:** offer multiple payment options within the online portal to cater to various preferences. Allow tenants to pay rent using bank transfers, credit/debit cards, or digital wallets like PayPal or Google Pay.
- **Account Registration:** allow renters to create an account on the platform using their email address and a secure password. This account will store their payment history and provide quick access for future transactions.
- **Mobile-Friendly:** optimise the payment platform for mobile devices to accommodate renters who prefer to make payments on their smartphones or tablets.

RENTERS MOVING INTO STRATA SHEMES

- What are the issues faced by renters when moving into a strata scheme? Would better disclosure about the strata rules for moving in help with this?

Some of the issues faced by renters when moving into strata schemes that have been reported to MDAA advocates include:

- Not being aware of all of the by-laws
- Access to amenities such as common gardens and swimming pools
- Noise and behaviour, such as issues relating to excessive noise and restrictions.

- Parking restrictions such as limited parking spaces offered and the difficulty of finding parking elsewhere.
- Reporting maintenance issues, such as delays or difficulties when reporting maintenance issues to strata.
- Pet restrictions such as the inability to allow their pets to remain in the property.

Case study

An MDAA consumer has reported resorting to go to the tribunal over 3 times in the last financial year, given they have reported several maintenance and repairs issues that have not been attended to by the landlord. The consumer has several pieces of evidence to prove that they have issues in need of attention including mould, leaks and fixtures that are damaged. Not only was the consumer met with delays from the landlord in terms of responding or acknowledging the issue, but they had to resort to an application to the tribunal to seek directions for repairs. This consumer is a person living with disability with their three children, from a CaLD background and needed the support of an MDAA advocate to be able to apply to the tribunal for orders.

It is essential for renters to have a clear understanding of their rights and obligations within the strata community by being given a copy of all by-laws, and to maintain open communication with the property manager or strata committee to address any issues that may arise.

CONCLUDING REMARKS

The impact of rental laws on vulnerable populations, such as individuals with disability from CaLD backgrounds, cannot be overlooked. These individuals often encounter multifaceted barriers when it comes to securing and maintaining safe and affordable housing. Language barriers, cultural differences, and lack of accessibility exacerbate their struggles, making it difficult for them to navigate and understand the rental landscape effectively.

It is incumbent upon us, as a society that values inclusivity and equal opportunity, to recognise these disparities and address them in our rental laws. We must strive to create legislation that fosters an environment where everyone, regardless of their abilities or cultural background, can access decent and affordable housing without undue burden.

By considering these unique circumstances we have the opportunity to craft rental laws that are equitable and compassionate. Such laws would reflect the values of our society and ensure that all individuals have the means to live with dignity and without fear of discrimination.