

Stage 2 Rental Law Reform



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Introduction

This options paper invites feedback from stakeholders and the community to help inform the next stage of rental law reform.

The Queensland Government is committed to working towards a better renting future for Queenslanders. The priority is to provide a strong, balanced approach that protects the rights of renters and rental property owners while improving stability and fairness in the rental market.

We want to hear from you about what is important to the rental sector. Your views on the key priority reform options will help to inform the development of Stage 2 Rental Law Reform.

We are seeking your feedback on the options paper by 5.00pm on **Monday 29 May 2023**.

Feedback to the questions raised in this discussion paper can be made:

Online – complete the online survey or upload a written submission at qld.gov.au/rentinginqld

By email – send your submission to: rentinginqld@chde.qld.gov.au

By post – send your submission to:

Renting in Queensland
Housing and Homelessness Services
Department of Communities, Housing and Digital Economy
PO Box 690
BRISBANE QLD 4001

Feedback should be provided to the Department of Communities, Housing and Digital Economy by 5.00pm on **Monday 29 May 2023**.

Privacy notice

The Department of Communities, Housing and Digital Economy (Department) collects your personal information for the purpose of the consultation for which you are submitting your feedback or survey or consultation response. This includes the purposes of:

- analysing, responding to and reporting feedback received during the consultation; and
- related research, reporting, policy and planning functions.

The Department may choose to publish feedback and responses in full on the Department's website (www.chde.qld.gov.au) or its contracted service provider's website (<https://yoursay.chde.qld.gov.au/>), unless the feedback or response is clearly provided in confidence. Material provided in confidence should be clearly marked as confidential.

It is the Department's usual practice to disclose personal information of the type collected to government agencies and non-government organisations that the Department engages with for the purposes of the consultation. These may include:

- Queensland Government departments, Commonwealth Government departments and Local Governments administering laws or matters that are the subject of the consultation; and
- non-government organisations providing services or engaged in advocacy relating to laws or matters that are the subject of the consultation.

The Department is aware that it is the usual practice of agencies and organisations to pass on information of the type collected to other agencies engaged in administering laws or matters that are the subject of the consultation and other non-government organisations providing services or engaged in advocacy relating to laws or matters that are the subject of the consultation.

Overview

About a third of Queensland households rent their home and more Queenslanders expect to rent longer or be life-long renters. Renting is no longer primarily a step on the pathway to home ownership but is increasingly a long-term housing solution for many families, people with disability and seniors who are looking for safe, secure and sustainable homes from which to build and maintain their connection with family, community, services, education and employment opportunities.

Queensland's rental laws need to reflect the changing expectations and needs in the residential rental sector. Our laws need to strike an appropriate balance between renter and rental property owner rights and interests to support parties to agree on tenancy arrangements that meet their needs, now and into the future.

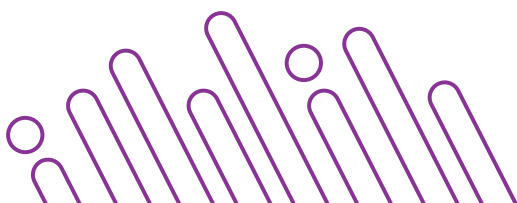
The Queensland Government has demonstrated significant progress on its commitment to better protect renters and rental property owners and improve stability in Queensland's rental market.

In 2021, the *Housing Legislation Amendment Act 2021* amended the *Residential Tenancies and Rooming Accommodation Act 2008* (RTRA Act) and the *Residential Tenancies and Rooming Accommodation Regulation 2009* (RTRA Regulation) to implement Stage 1 Rental Law Reforms to improve safety, security and certainty in the rental market by:

- giving renters and rental property owners more certainty about how and when parties can end their tenancy arrangements, including by ending no grounds evictions by rental property owners
- making it easier for renters to have a pet by requiring owners to have a prescribed reason to refuse a renter's pet request
- allowing renters experiencing domestic and family violence to end their tenancy quickly with limited liability for end of lease costs, and
- requiring all Queensland rental properties to meet minimum housing standards for safety, security and reasonable functionality.

These reforms were informed by extensive consultation in 2018 to understand Queenslanders' rental experiences and ideas about how it could be improved, and on detailed reform options for Stage 1 reform priorities in 2019, as well as learnings from implementing the COVID-19 response for residential tenancies in 2020.

Queensland's housing market, like those in other states and territories, is under significant pressure with many households facing high housing costs. Vacancy rates state-wide are historically low and there has been a marked deterioration in rental affordability.





Strong rental law reform can help to stabilise and alleviate pressure in Queensland’s rental market as an important component of the suite of actions being delivered under the *Queensland Housing and Homelessness Action Plan 2021-2025*. The Queensland Government delivered Stage 1 Rental Law Reforms that have made renting fairer and provide better protections for renters and rental property owners and improve stability in Queensland’s rental market.

Further rental law reform is needed to improve the rental experiences of Queensland rental property owners and renters, and is consistent with a national trend towards modern rental laws that better reflect the changing role of renting in the housing mix.

Clear, balanced rental laws provide predictable investment environments where the rights and interests of renters and rental property owners are protected and safeguarded. This can be critical in ensuring consumer protections in a supply constrained market while maintaining investor confidence to minimise disinvestment reducing rental supply to improve market stability and certainty. Research published by the Australian Housing and Urban Research Institute in November 2022 found little evidence that residential tenancy law has impacted investment in private rental housing.¹

Expediting public consultation on Stage 2 Rental Law Reform options is a critical government response to community concerns about the impact of current market conditions on the over 600,000 renting households in Queensland and cost of living pressures being felt around Australia².

The Queensland Government has taken immediate action to help stabilise rents in the private rental market. On 28 March 2023 the Premier announced the Queensland Government would reduce the frequency of rent increases to once a year from 1 July 2023, as an immediate action in response to community concerns about the impact of current market conditions and costs of living pressures on renting households in Queensland. This will bring Queensland in line with most other Australian jurisdictions and is considered an appropriate balance between the rights and interests of renters and property owners.

¹ Martin, C., Hulse, K., Ghasri, M., Ralston, L., Crommelin, L., Goodall, Z., Parkinson, S. and O’Brien Webb, E. (2022) Regulation of residential tenancies and impacts on investment, AHURI Final Report No. 391, Australian Housing and Urban Research Institute Limited, Melbourne, <https://www.ahuri.edu.au/research/final-reports/391>

² Queensland Government Statistician’s Office, Queensland Treasury, Queensland Housing Profiles, available at <https://statistics.qgso.qld.gov.au/hpw/profiles>

Priority issues for discussion

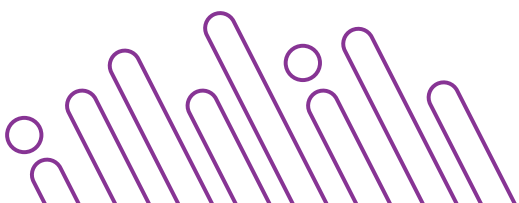
Stage 2 Rental Law Reform priorities build on the foundations laid by the safety, security and certainty reforms implemented in Stage 1 Rental Law Reform to increase transparency, accountability and fairness in Queensland's residential rental sector.

These priorities are:

- **Installing modifications** – Make it easier for renters to install the safety, security and accessibility modifications they need
- **Making minor personalisation changes** – Help parties negotiate about making minor personalisation changes to rental properties
- **Balancing privacy and access** – Better balance renters' rights to privacy with owners' need for information to inform their investment decisions
- **Improving the rental bond process** – Ensure rental bond settings provide appropriate security and parties are transparent and accountable for their bond claims
- **Fairer fees and charges** – Ensure rent payment, utility and reletting fees and charges are fair and reasonable.

Three options are presented for each reform priority. Feedback is sought on:

- whether these options will help to address the problems identified in each reform priority
- how they will impact rental sector stakeholders and Queensland's rental and broader housing market
- what unintended consequences or adverse impacts the options may have, and
- what other options or approaches government could consider taking to address the identified problems.





Stage 2 Priorities

Installing modifications

Renting is a long-term and even life-long housing solution for many Queenslanders, particularly those who may be vulnerable. It is more important than ever that our rental laws support renters and rental property owners to agree what changes can be made to the rental property.

People experiencing domestic and family violence, people with disability, seniors and families with young children may need to make changes to their rental property to live safely and independently in their rented home.

At the same time, rental property owners need to be able to manage their investment risks and have some say about where and what changes can be made to their property. Rental property owners often have more information about the structure and building materials used in the house that may be important to be aware of when making changes to the property, such as the presence of asbestos, location studs for anchor points to be installed into and location of utility lines. This knowledge can ensure the changes are installed and removed safely and minimise the risk of unintended damage.

Current law

Queensland's rental laws allow renters and rental property owners to agree any changes that can be made to the rental property and whether those changes need to be removed when the tenancy ends.

Rental property owners cannot unreasonably withhold their permission for a renter to change the rental property. If renters and owners are not able to agree, the renter may initiate a dispute resolution process through the Residential Tenancies Authority (RTA) and, if that is unsuccessful, may then file a claim in the Queensland Civil and Administrative Tribunal (QCAT).

If renters change the rental property without permission, it could be considered damage and a breach of the tenancy agreement. Renters are liable for the costs to repair any damage they cause to the rental property, including when installing or removing changes regardless of whether the rental property owner has agreed to them.

Access to dispute resolution processes

If a rental property owner does not agree to the property being modified for the renter, the renter can challenge the owner's refusal as being unreasonable, through negotiation, dispute resolution and ultimately a QCAT hearing.

Owners can claim against the bond for any damage caused to the rental property when the renter makes and/or restores a modification. The owner can apply to QCAT for compensation orders if the costs to repair the damage exceed the bond amount held.

Bond claims can be the subject of disputes through the RTA conciliation process and QCAT for tribunal hearing for disputes which cannot be resolved through conciliation.

Other jurisdictions

Victoria and New South Wales tenancy laws allow renters more freedom to make prescribed minor changes with limited or no rental property owner discretion. Victoria also requires rental property owners to have a reasonable reason to refuse changes to the rental property that are reasonable disability-related modifications under the *Equal Opportunity Act 2010 (VIC)* (such as grab rails or handrails) if an occupational therapist or other specified practitioner has determined they are necessary.

Australian Capital Territory tenancy laws create two categories of modifications with different consent requirements. Special modifications, including modifications for safety, security, disability, energy efficiency or telecommunications access, require a rental property owner to have a Tribunal order to refuse.

General modifications can only be refused by rental property owners on reasonable grounds. Western Australia was the first jurisdiction to allow renters experiencing domestic and family violence to install reasonable security measures that help them to stay in their rented home safely and furniture anchors to prevent injury and fatalities of young children caused by toppling furniture, and Victoria and New South Wales reforms have followed this direction.

Issues

Some renters have compelling needs that require changes to be made to their rental property that allow them to live safe and independent lives in their rented home. Current laws that only require rental property owners to not unreasonably withhold their permission may not be appropriate in these circumstances, particularly if there is little or no negative impact on the quality or soundness of the rental property from making the change.

Consultation feedback in 2018 and 2019 highlighted the diverse and strongly held views of renters and rental property owners about whether Queensland's rental laws about making changes to the rental property needed to change and how.

This feedback demonstrated the significant frustration and difficulty renters experience when trying to get permission from the rental property owner to change the rental property. Feedback provided to the Community Support and Services Committee (the Committee) during its 2021 inquiry into the *Housing Legislation Amendment Bill 2021* reiterated the challenges renters with disability face in Queensland's rental market. Advocacy organisations shared the difficulty people with disability experience in securing rental property owner's agreement to make changes they need to live safely and independently in their rented home.

“Many people with disability require minor accessibility modifications to their rental properties, as finding ready accessible rental housing that meets their needs is difficult. Minor modifications sought include handrails, ramps, and safe seating (showers).”³

The Committee acknowledged in its recommendations the numerous calls for legislation that would enable renters to make minor modifications to their homes and the impact such modifications would have on the wellbeing and safety of renters.⁴

People with disability

In 2020, 29 per cent of people with disability were renting in private dwellings in Australia.⁵ Renters with disability have described the challenges they face in finding housing in the private rental market that meets their needs⁶, with a 2020 research report showing 38 per cent of Queenslanders that rent in the private rental market want to move in the next five years to find a house more suited to their physical needs.⁷ While changes to housing construction requirements will ensure new housing better meets the needs of people with disability, rental housing tends to be existing housing stock that will not be required to meet these construction standards.

³ QDN submission to Community Support and Services Committee inquiry into the Housing Legislation Amendment Bill 2021 13/7/21

⁴ 57th Parliament Community Support and Services Committee, Report No. 7 Housing Legislation Amendment Bill 2021. Page 44. Available at <https://documents.parliament.qld.gov.au/tp/2021/5721T980.pdf>

⁵ Australian Institute of Health and Welfare, People with disability in Australia 2020, available at <https://www.aihw.gov.au/getmedia/7005c061-1c6e-490c-90c2-f2dd2773eb89/aihw-dis-77.pdf>

⁶ The Productivity Commission, In need of repair: The National Housing and Homelessness Agreement Study report, pp 339 available at <https://www.pc.gov.au/inquiries/completed/housing-homelessness/report>

⁷ Baker et al, 2020, The Australian Rental Housing Conditions Database, available at <https://dataverse.ada.edu.au/dataset.xhtml?persistentId=doi:10.26193/IBL7PZ>



“There is absolutely nothing available in the rental market. Not one property was suitable, which was extremely disappointing for people with disability seeking a place to call home.”⁸

This group of renters may be more adversely impacted than the general population if unable to make modifications because without them they may not be able to safely access and use rooms and spaces in their home or will require assistance to do so. This impacts the sustainability of their current living and care arrangements, including by placing additional burden on personal relationships, and may not support people with disability who aspire to live independently to do so.

People with disability shared the difficulty they experience in securing rental property owner’s agreement to make the changes they need to live safely and independently in their rented home, in consultation processes to inform rental law reform and to the Community Support and Services Committee inquiry into the *Housing Legislation Amendment Bill 2021*. Disability advocates state that people with disability are often reluctant to contact their real estate for fear of them ending the tenancy or not renewing their lease⁹. In addition, the process for seeking resolution for a refusal for a change can be lengthy and difficult for vulnerable parties.

Families and children

Supporting renters and rental property owners to agree the changes that can be made to the rental property to meet occupants’ changing needs is also critical to support Queensland families to live safe and independent lives in their rented homes. This includes being able to make safety modifications to protect young children from safety risks and preventable injuries such as child safety locks and gates and furniture anchor hooks. Between 1999 and 2013, there were 1,023 injuries or fatalities among Queensland children under the age of five because of toppling furniture¹⁰ and between 2004 and 2021 seven Queensland children died from toppling furniture or appliances¹¹.

Seniors

Queensland has an ageing population with predictions close to a quarter of the Queensland population will be aged over 65 years by 2041¹². Rental housing will need to meet the needs of a growing number of seniors who may require measures that support them to age in place. In 2019–20, there were 7,122 injury deaths among older Australians across Australia, 71 per cent of which were due to falls¹³. Safety measures may include handrails in bathrooms and on steps, adequate lighting, addressing trip and slip hazards¹⁴. Other measures may include hand-held shower heads or lever-style taps. Considering how renters needs may change throughout their tenancy and lifespan has become more important as renting is a long-term housing solution for many Queenslanders.

⁸ Lack of accessible housing for people with disability 2021 <https://www.epw.qld.gov.au/news-publications/news/lack-of-accessible-housing-for-people-with-disability>

⁹ Queenslanders with Disability Network, Joint media release: It’s time for Queensland renters to be given a fair go (Web Page, 18 June 2021) available at <https://qdn.org.au/media-release-its-time-for-queensland-renters-to-be-given-a-fair-go/>

¹⁰ Mater Hospital - Queensland Injury Surveillance Unit, Furniture Tip Over Injury Data, data can be requested at <https://metronorth.health.qld.gov.au/qisu/data-request>

¹¹ Deaths of children and young people Queensland 2020-21 Annual report 2020-21 https://www.qfcc.qld.gov.au/sites/default/files/2022-06/QFCC_Deaths_children_young_people_Qld_2020%E2%80%9321_Accessible.PDF

¹² Australian Bureau of Statistics, 2016 Census of Population and Housing, from table builder, available at <https://www.abs.gov.au/statistics/microdata-tablebuilder/tablebuilder>

¹³ Older Australians, Health-status and functioning – Australian Institute of Health and Welfare (aihw.gov.au)

¹⁴ Healthy active ageing: Make sure your home is safe | Queensland Health available at <https://www.health.qld.gov.au/stayonyourfeet/for-seniors/make-home-safe>

Domestic and family violence

Domestic and family violence is everyone's concern and preventing it is everyone's responsibility. Stage 1 Rental Law Reform allowed renters experiencing domestic and family violence to end their interest in a tenancy arrangement quickly with limited liability for end of lease costs. However, some renters who experience domestic and family violence may need to install security measures in their homes such as security screens, deadlatches and wireless, removable outdoor security cameras to prevent domestic and family violence and feel safe and secure in their homes.

Domestic and family violence services and renter feedback through both the Queensland Government's rental law reform consultation processes and the Community Support and Services Committee inquiry into the Housing Legislation Amendment Bill 2021 demonstrated that many renters who experience domestic and family violence do not feel supported to ask for the changes they need to make their homes secure, or permission has been refused when they have done so¹⁵. All Queenslanders deserve to feel safe and secure in their homes and Queensland's rental laws should not only support renters experiencing domestic and family violence to leave their tenancy but also to sustain their tenancy by making changes to improve their security at home.

Property owners

Rental property owners have made a significant financial investment in their rental property and want to minimise their risks, grow or at least maintain their asset value and appeal, and benefit from steady investment returns. Rental property owner feedback has strongly demonstrated the importance of maintaining control and influence over their rental property to minimise investment risks and potential liability for repair costs or injury.

Rental property owner feedback also demonstrated their significant frustration with bearing the costs of repairing damage caused to the rental property. They also expressed concerns that removing the requirement for renters to have their permission to make small changes to the rental property would erode their control over the property and open the floodgates for renters to make any change they wanted as what is a 'small' or 'minor' change is open to interpretation¹⁶.

Queensland's rental laws should provide a stable investment environment that allows prospective and existing rental property owners to understand investment risks, assign those risks fairly and provide safeguards in case things go wrong.

Reform objectives

Supporting renters and rental property owners to agree to the changes that can be made to the rental property to meet occupants' changing needs will help support vulnerable Queenslanders to live safe and independent lives in their rented homes and support them to sustain their tenancy.

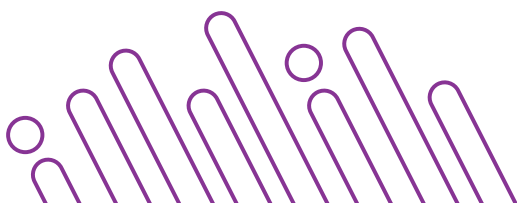
The rights of renters and rental property owners need to be more appropriately balanced to ensure renters who require modifications to support safety and wellbeing objectives are able to secure those modifications efficiently and without fear of eviction.

Stage 2 Rental Law Reform will explore options to:

- make it easier for renters to install safety, security and accessibility measures to help them live safe and ordinary lives in their rented homes, and
- allow rental property owners to influence the changes a renter can make to their rental property to minimise their investment risks.

¹⁵ 57th Parliament Community Support and Services Committee, Report No. 7 Housing Legislation Amendment Bill 2021. Available at <https://documents.parliament.qld.gov.au/tp/2021/5721T980.pdf>

¹⁶ Queensland Government, A Better Renting Future Decision Regulatory Impact Statement. Page 179. Available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0021/17832/dris-a-better-renting-future.pdf





Options

1. Status quo + Education

No change is made to Queensland's laws. Renters need the rental property owner's permission to change the rental property and this consent cannot be unreasonably withheld.

Education

Developing resources and education materials could help renters and rental property owners to negotiate and agree what changes a renter may make to the rental property. These materials could provide information about what may be considered a safety, security or accessibility change or when withholding permission may be reasonable or unreasonable.

Resources and education material may also highlight the benefits of installing safety, security and accessibility measures for renters, including for example expanding the pool of prospective renters for the rental property, the tendency for some vulnerable renters to prefer longer leases, and improved asset value.

Additional information resources can be developed to direct renters to specialist support organisations, potential funding sources and rental law experts to help them exercise their rights.

2. Guide discretion

Amend Queensland's rental laws to provide more guidance to support renters and rental property owners to agree changes that can be made to the rental property.

Renters would continue to require rental property owner permission to make changes.

Rental property owners could only refuse safety, security, and accessibility changes on prescribed reasonable grounds. Renters would need to provide evidence to support their need for safety, security or accessibility measures to be installed. In addition, as these measures are likely to modify a surface or interact with the structure of the property and require a level of skill or expertise to be installed effectively and ensure user safety, they should be installed by a qualified person. Reasonable grounds for refusal could include that:

- the measures required could not be safely installed at the rental property
- installing the measure would breach a law or by-law
- installing the measure would require change to be made to other residential properties or common property in managed communities
- installing the measure would jeopardise the license of the provider to operate rooming accommodation and/or the safety of other renters in the rooming accommodation, and
- the property owner will allow an alternative way of achieving the desired outcome that meets the renter's requirements.

Renters must return the rental property to substantially the same condition as before the change was made to the extent it is reasonably practicable to do so unless the rental property owner agrees to retain the change as an improvement to the rental property. If the change is retained the parties may agree an amount the renter will receive from the rental property owner as compensation for the improvement to the rental property.

Renters would continue to be liable for the costs to repair any damage caused to the property when installing or removing a modification.

3. Limit discretion

Amend Queensland's rental laws to specify changes a renter can make that do not require the rental property owner's permission and require a rental property owner to seek an order from a Tribunal to prevent the change being made.

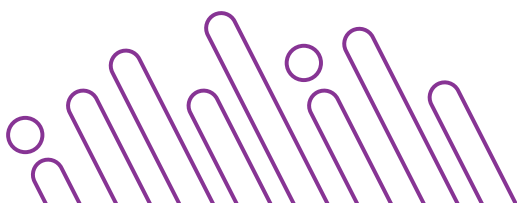
Renters must notify rental property owners of their intention to make a specified change at least 14 days before the change is made. Rental property owners must inform the renter of their intention to seek a Tribunal order to prevent the change from being made within 14 days of receiving the renter's notification. Rental property owners must apply to the Tribunal for the order within 28 days of notifying the renter of their intention to do so. If the rental property owner fails to apply for the order within this period, the renter may proceed to make the change.

Changes that do not require rental property owner permission to make would be stated in a Regulation and could include:

- accessibility changes determined by an occupational therapist or other specified practitioner as necessary
- security measures that are necessary to ensure the safety of a renter who has or is experiencing domestic and family violence, such as security screens, deadlatches and wireless, removable outdoor security cameras
- securing furniture to a non-tiled wall for safety reasons
- fitting a childproof latch to an outdoor gate
- installing child safety gates inside the property
- installing window safety devices for child safety, and
- installing hand-held shower heads or lever-style taps.

Renters must return the rental property to substantially the same condition as before the change was made to the extent it is reasonably practicable to do so unless the rental property owner agrees to retain the change as an improvement to the rental property. If the change is retained the parties may agree an amount the renter will receive from the rental property owner as compensation for the improvement to the rental property.

Renters would continue to be liable for the costs to repair any damage caused to the property when installing or removing a modification.





Questions about installing modifications

1. What option do you think is most likely to address the identified problems?
2. How will the options impact rental sector stakeholders and Queensland's rental and housing markets?
3. What unintended consequences or adverse impacts could the options have?
4. What other options or approaches could government take to address the identified problems?
5. What other issues about making it easier for renters to install modifications should be considered?
6. What should be considered a safety, security or accessibility modification?
7. When should a renter be required to provide evidence to support their request to install a modification?
8. When should approval be required to install a modification?
9. When would it be unreasonable to refuse a request to install a modification?
10. What grounds are reasonable to refuse a request to install a modification?
11. What is a reasonable period for rental property owners to respond to a renter's request to install a modification?
12. What information could help rental sector stakeholders assess the risks and benefits of installing modifications in a rental property?
13. What additional issues need to be considered if the rental property is a moveable dwelling or in a rooming accommodation setting or community title scheme?

Making minor personalisation changes

The number of Queenslanders who rent is growing, with more Queenslanders relying on renting as a long-term housing solution. Making a house a home is important to all Queenslanders, including those who rent. Being able to personalise your home also has positive benefits for all renters, including to promote psychological wellbeing.

However, for rental property owners, retaining control over what changes can be made at a rental property is important and they are concerned that changes, even minor, can damage their property.

Current law

Queensland's rental laws allow renters and rental property owners to agree any changes that can be made to the rental property and whether those changes need to be removed when the tenancy ends. Rental property owners cannot unreasonably withhold their permission for a renter to change the rental property. If renters change the rental property without permission, it could be considered damage and a breach of the tenancy agreement. Renters are liable for the costs to repair any damage they cause to the rental property, including when installing or removing changes regardless of whether the rental property owner has agreed to them.

Access to dispute resolution processes

If a rental property owner does not agree to the renter changing the rental property, the renter can challenge the owner's refusal as being unreasonable, through negotiation, dispute resolution and ultimately a QCAT hearing.

Owners can claim against the bond for any damage caused to the rental property when the renter makes and/or restores a personalisation change. The owner can apply to QCAT for compensation orders if the costs to repair the damage exceed the bond amount held.

Bond claims can be the subject of disputes through the RTA conciliation process and QCAT for disputes that could not be resolved through conciliation.

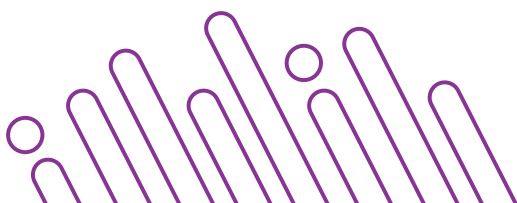
Other jurisdictions

All Australian jurisdictions require the property owner's permission before renters can make personalisation modifications to a rental property, with Queensland, Victoria, New South Wales and the Australian Capital Territory requiring property owners to not unreasonably withhold consent. The Australian Capital Territory also requires property owners to apply to a Tribunal if they refuse consent to minor modifications such as installing picture hooks or to allow access to telecommunications services.

Issues

Rental stability allows renters to build and sustain family, community and services networks and to access education and employment opportunities. It also means that many renters, particularly those who rent long-term, want more flexibility to make their rental property feel like home by making small changes to personalise their living space, such as hanging pictures, painting a wall or planting a garden.

While personalisation changes may not be necessary for renters to live safe and independent lives, they have been found to provide a sense of belonging with improved wellbeing outcomes, improved connectedness by enabling renters to install telecommunications, and the ability to reduce energy and water costs by improving the rental property's energy and water efficiency.





Queenslanders demonstrated their diverse and strongly held views when it comes to renters making changes to a rented property through consultation feedback in 2018 and 2019¹⁷. This was reinforced by feedback provided to the Community Support and Services Committee during its 2021 inquiry into the *Housing Legislation Amendment Bill 2021* where the Committee acknowledged the numerous calls for legislation that would enable renters to make minor modifications to their homes and the impact such modifications would have on the wellbeing and safety of renters.¹⁸

Renters generally seek more freedom to make small personalisation changes to their rental property to make it feel like their home and share frustration at the difficulty in achieving this.

In contrast, property owners expressed concerns about protecting their financial investment in the rental property from unauthorised changes and damages. In consultation feedback provided in 2018 and 2019, while some rental property owners were understanding of renters desire to personalise their homes, many were wary of the scope of change that may be attempted if approval was not required¹⁹.

Many property owners noted damage caused by making personalisation changes may not be deliberate but could be the result of the renter not knowing the building materials used in the home, or not having the skills to make the change. Many property owners are concerned if renters can make changes to the rental property without their consent this could lead to additional issues around:

- insurance and Public Liability
- safety
- exposing the renter to serious risk of injury or death
- costly reinstatement work
- substantial loss of income
- exposure to potential litigation
- voiding the property owner's insurance, and
- affecting the value of the property.

Property owners may not have the capacity to accurately assess the risk associated with making personalisation changes, even those that are simple or commonplace, and may be overly hesitant to approve. However, some rental property owners recognise that allowing renters to make personalisation changes to the rental property may encourage a longer tenancy relationship with the renter and provides greater security and certainty for both parties. There may also be instances where modifications made by a renter increases the value of the property.

Reform objectives

Supporting renters and rental property owners to agree the personalisation changes that can be made to the rental property can help renters feel at home in their rental property and may encourage longer tenancy relationships that provide greater security and certainty for both parties.

Stage 2 Rental Law Reform will explore options to:

- give renters and rental property owners a framework to negotiate minor personalisation changes to make the rental property feel like home for renters, and
- allow rental property owners to influence the changes a renter can make to their rental property to minimise their investment risks.

¹⁷ Open Doors to renting reform Report 2019 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

¹⁸ 57th Parliament Community Support and Services Committee, Report No. 7 Housing Legislation Amendment Bill 2021. Page 8. Available at <https://documents.parliament.qld.gov.au/tp/2021/5721T980.pdf>

¹⁹ Open Doors to renting reform Report 2019 p.19 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

Options

1. Status quo + Education

No change is made to Queensland's laws. Renters need the rental property owner's permission to change the rental property and this consent cannot be unreasonably withheld.

Education

Developing resources and education materials could help renters and rental property owners to negotiate and agree what changes a renter may make to the rental property. These materials could provide information about what may be considered a minor change or when withholding permission may be reasonable or unreasonable. These materials could help rental sector stakeholders assess the risks and benefits of common minor personalisation changes and guide their decision making.

Resources and education material may also highlight the benefits of enabling renters to make personalisation changes, including the tendency for some renters to prefer longer leases and improved property value.

2. Guide discretion

Amend Queensland's rental laws to provide more guidance to support renters and rental property owners to agree changes that can be made to the rental property.

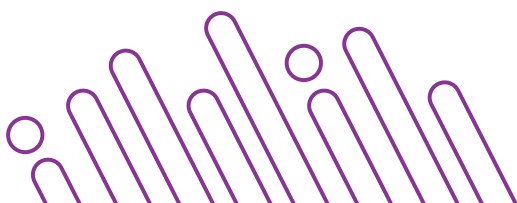
Renters would continue to require rental property owner permission to make changes.

Rental property owners could not unreasonably refuse permission for renters to make minor personalisation changes to the rental property. It would be unreasonable for a rental property owner to refuse permission if:

- the change would not
 - breach a law or by-law
 - expose the renter or another person to health or safety risks that cannot be controlled or addressed
 - significantly change the structure, layout, or nature of the property
 - require change to be made to other residential properties or common property in managed communities
 - create a reasonable risk of causing significant damage to the property
 - cause additional maintenance costs for the rental property owner, and
 - jeopardise the license of the provider to operate rooming accommodation and/or the safety of other renters in the rooming accommodation.
- the change would be reasonably practicable to remove for the property to be returned to substantially the same condition as before the change was made.

Renters must return the rental property to substantially the same condition as before the change was made to the extent it is reasonably practicable to do so unless the rental property owner agrees to retain the change as an improvement to the rental property. If the change is retained the parties may agree an amount the renter will receive from the rental property owner as compensation for the improvement to the rental property for example where the renter paid for the changes to be made.

Renters would continue to be liable for the costs to repair any damage caused to the property when installing or removing a change they make and/or be compensated for any modifications remaining that could be considered an improvement or adding value to the property.





3. Limit discretion

Amend Queensland's rental laws to specify changes a renter can make that do not require the rental property owner's permission and require a rental property owner to seek an order from a Tribunal to prevent the change being made.

Renters must notify rental property owners of their intention to make a specified change at least 14 days before the change is made. Rental property owners must inform the renter of their intention to seek a Tribunal order to prevent the change from being made within 14 days of receiving the renter's notification. Rental property owners must apply to the Tribunal for the order within 28 days of notifying the renter of their intention to do so. If the rental property owner fails to apply for the order within this period, the renter may proceed to make the change.

Changes that do not require rental property owner permission to make would be stated in a Regulation and could include:

- installing or replacing hooks, nails or screws for hanging paintings, picture frames and other similar items
- installing a phone line or internet connection
- planting vegetables, flowers, herbs or shrubs if existing vegetation and plants do not need to be removed
- applying shatter-resistant film to window or glass doors, or
- making changes that don't penetrate a surface or permanently modify a surface, fixture or structure of the property.

Renters must return the rental property to substantially the same condition as before the change was made to the extent it is reasonably practicable to do so unless the rental property owner agrees to retain the change as an improvement to the rental property. If the change is retained the parties may agree an amount the renter will receive from the rental property owner as compensation for the improvement to the rental property.

Renters would continue to be liable for the costs to repair any damage caused to the property when installing or removing a change they make.

Questions about making minor personalisation changes

1. What option do you think is most likely to address the identified problems?
2. How will the options impact rental sector stakeholders and Queensland's rental and housing markets?
3. What unintended consequences or adverse impacts could the options have?
4. What other options or approaches could government take to address the identified problems?
5. What other issues about making minor personalisation changes should be considered?
6. What should be considered a minor personalisation change?
7. When would it be unreasonable for a minor personalisation change to be refused?
8. What grounds are reasonable to refuse a minor personalisation change request?
9. When should approval be required for minor personalisation changes?
10. What is a reasonable period for rental property owners to respond to a renter's request to make a minor personalisation change?
11. What information could help rental sector stakeholders assess the risks and benefits of minor personalisation changes to the rental property?
12. What additional issues need to be considered if the rental property is a moveable dwelling or in a rooming accommodation setting or community title scheme?

Balancing privacy and access

Renter and rental property owner rights are in tension throughout the tenancy process and relationship. This is particularly evident in renters' rights and expectations around privacy and quiet enjoyment and rental property owners' need for information to inform the decisions they make about their investment, including access to their rental property and information about prospective renters.

Renters expectations about influencing and controlling entry to their home are increasing as long-term and life-long renting grows in Queensland. This became even more important during the COVID-19 pandemic as renters sought to manage their risk and exposure to the COVID-19 virus. Renters also want assurance that the information they are asked to provide in their applications is relevant and appropriate to assess their suitability for the rental property and is only used for this purpose.

Rental property owners need regular access to their rental property and information about prospective renters to inform their investment decisions and assess risk. Entry to the rental property allows rental property owners to monitor and maintain the condition of their asset and its value, show the property to prospective buyers and renters, or ensure the property complies with fire and electrical safety requirements. Information about prospective renters also helps rental property owners to assess and manage their investment risks by choosing the most suitable applicant to rent their property.

Current law

Entry

Under Queensland's rental laws, renters have the right to quiet enjoyment of the rental property and the rental property owner must take reasonable steps to ensure this, including by not interfering with the renter's reasonable peace, comfort, or privacy.

Rental property owners and their agents have a right to enter the rental property but must follow the rules that:

- they can only enter for specified reasons: to do an inspection of the premises; to carry out and check repairs and maintenance; to comply with smoke alarm and electrical safety requirements; to show the property to prospective buyers and renters; to allow a valuation to be done; if they believe the premises have been abandoned; to check remedy of a significant breach; in an emergency or to protect the property from damage; or for any other reason if the renter agrees the renter is given the required notice for the entry, including a period of up to two hours when the entry will occur
- the renter is given the required notice for the entry, including a period of up to two hours when the entry will occur
- entry is made at a reasonable time and cannot be made between the hours of 6pm and 8am or on a Sunday or public holiday unless the renter agrees, and
- the required time has elapsed since the last entry for the specified reason for entry.

Rental property owners and their agents must have the renter's written consent to:

- use an image of the rental property in an advertisement that shows the renter's belongings, or
- conduct an open house or on-site auction on the rental property.

Renters do not need to be present when entry occurs and rental property owners or their agents generally have keys to access the property. Other parties may be authorised to enter the rental property without the rental property owner or property manager present in specified circumstances, including if the renter agrees or is provided with written evidence of that party's appointment. For example, a tradesperson may be authorised to enter the premises to carry out repair or maintenance without the rental property owner or property manager being present.





Privacy

The process of applying for a rental property is not regulated by Queensland's rental laws. Other laws that regulate the collection and use of personal information more generally, such as the *Privacy Act 1988 (CTH)* and *Information Privacy Act 2009 (QLD)*, generally apply to government agencies. While the *Commonwealth Privacy Act 1988* also applies to organisations with an annual turnover more than \$3 million, most real estate businesses acting on behalf of rental property owners in Queensland are small businesses and do not meet this threshold.

Queensland legislation does not impose obligations around the secure storage of personal information, nor regulate what information can be requested from prospective renters.

Other jurisdictions

Recent reforms in Victoria and New South Wales have addressed issues around privacy and access. Victoria increased entry notice requirements from 24 hours to 48 hours and New South Wales also requires at least two days notice for entry to undertake general repairs or maintenance and to comply with health and safety obligations. Both jurisdictions have clarified rental property owner rights to access the property to take images and how they may be used or published in advertising.

Victoria also introduced reforms that regulate the information prospective renters may be asked to provide when applying for a rental property. In March 2023, New South Wales released a recommended guideline for agents, property owners and third-party platforms to follow about the collection, use and storage of personal information of renters during the tenancy process. The guideline recommends collecting only minimal information necessary for assessing rental applications and destroying information once a tenancy agreement has been entered.

In March 2023, South Australia also announced new reforms to protect renter's rights and information. It is proposed to amend tenancy legislation to prohibit rental property owners and managers from requesting prescribed information from prospective renters, require information provided by successful renters for the purposes of applying for a rental property to be destroyed within three years of the tenancy ending, and prohibit third-party platforms from charging applicants a fee for higher ratings to reduce discrimination during the assessment process.

Issues

Renters, rental property owners and property managers are concerned that Queensland's rental laws do not strike an appropriate balance between renters privacy and quiet enjoyment rights and rental property owners entry rights to manage risks.

Entry

Renters want less intrusion and interference during their tenancy and are concerned that current rental laws do not adequately protect their privacy and security in relation to entry or when they apply for a rental property. Renters generally accept that rental property owners, property managers and others may need to access the rental property from time to time. However, they are concerned about allowing people they do not know into their homes and access to images that may show their living habits and possessions or sensitive personal information about them they may not usually disclose even to close family or friends. Renters are required to allow actions that would ordinarily be avoided by most Queenslanders to minimise their personal, information and identity security risks and sufficient safeguards are not in place to protect them from these risks.

Consultation feedback has highlighted the tension between renters rights and expectations of privacy in their rented home and of their personal information, and rental property owners right to enter their rental property and access relevant and appropriate information about prospective renters to inform their investment decisions. The role of property managers and how it is undertaken also influences this tension and perceptions of whether the balance is right.

Renters and advocacy groups provided feedback through the 2018 Open Doors to Renting Reform consultation and to the Community Support and Services Committee inquiry into the *Housing Legislation Amendment Bill 2021* seeking less intrusion and interference into their homes during their tenancy^{20 21}. Renters who expect to rent long-term want their rental history and tenure at a rental property to inform decision making about how often general inspections are done. Additionally, across 2020-21, more than 25 per cent of all offences investigated by the Residential Tenancy Authority (RTA) regarded unlawful entry and interference with quiet enjoyment.²²

Renters and advocacy groups have expressed the negative impact frequent general inspections have on their quiet enjoyment and wellbeing. Many renters shared experiences of:

- having little or no influence over when entry would occur
- 24 hours notice being insufficient for them to prepare or arrange to be present during entry
- disruption caused by entry not occurring at the scheduled time
- discomfort with entry occurring without a household member present
- concern about images being taken of their possessions and living habits during inspection and who has access to those images and how they are used
- feeling like second-class citizens and being judged about their living habits with inspection comments focused on perceived tidiness or cleanliness rather than property condition, and
- repair and maintenance issues they raise during or to inform inspections not being addressed, acknowledged, or followed up.

Rental property owners and property managers need regular access to the rental property to monitor compliance with tenancy obligations, action repair and maintenance and maintain their relationship with the renter. These stakeholders are concerned that current entry rules do not facilitate access to the rental property for buyer inspections commonly required in sale contracts.

Property managers and some rental property owners rely on images taken during inspections to:

- confirm the inspection has been carried out
- record the condition of the rental property
- collect evidence of compliance with or potential breaches of the tenancy agreement, including,
 - renters' obligations to keep the rental property clean and undamaged, and
 - rental property owners' obligations to ensure the rental property is in good repair, fit to live in and complies with health and safety requirements
- communicate with others about repair and maintenance issues, including to engage tradespeople to complete any required work.

Rental property owner and property manager feedback has strongly emphasised the importance of regular access to monitor and maintain the rental property and to inform decision making about the tenancy, asset, and investment. This feedback²³ noted the benefits regular general inspections provide to renters and rental property owners by identifying repair and maintenance issues early and providing opportunities to check in with renters. Community housing providers also suggested that regular inspections support vulnerable renters to sustain their tenancies as they are an opportunity to provide education about tenancy obligations and check in about any support needs.

²⁰ Open Doors to renting reform Report 2019 p.19 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

²¹ 57th Parliament Community Support and Services Committee, Report No. 7 Housing Legislation Amendment Bill 2021. Available at <https://documents.parliament.qld.gov.au/tp/2021/5721T980.pdf>

²² Residential Tenancy Authority, 2021, Residential tenancy Report Annual Report 2020-21, available at <https://www.rta.qld.gov.au/sites/default/files/2021-09/RTA-Annual-Report-2020-21-Full-Report.pdf>

²³ Open Doors to renting reform Report 2019 p.95 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf





Some rental property owners and managers have expressed frustration that entry requirements do not allow them to access the rental property whenever they need to²⁴. This is most problematic when the property is being sold as there are no specified grounds for allowing buyer inspections commonly required in sale contracts and entry for this purpose can often only be made if the renter agrees.

Property managers also raised²⁵ concerns about the difficulty they experience in their role as intermediary in the tenancy relationship between renters and rental property owners. Some property managers indicated that it was not possible for them to negotiate entry times with renters due to competing demands on their and other suppliers' time. For example, scheduling repairs and maintenance entry needs to occur when qualified tradespeople are available to complete the work, and this may not be at a time that suits the renter. It can also be difficult to coordinate renter's availability to be present for the entry with the property manager's availability, particularly where the property manager is responsible for a large rent roll.

Privacy

Advocacy groups and some renters have expressed concerns about the amount of personal, and sometimes sensitive, information prospective renters are asked to provide in their rental applications²⁶. This feedback noted that some prospective renters are being asked to provide some or all the following information in their rental application:

- two years residential history
- rental history and references
- employment status, referees, and history
- income sources and proof of income
- financial statements, such as bank or credit card statements, and/or
- identity documentation, including copies of driver licenses or passports.

Concerns were also raised about how relevant some of the information requested was to assess the prospective renter's suitability for the rental property, who can access the information and how it is handled once the rental property owner makes their decision. Advocacy groups also raised concerns about prospective renters being given only one option to submit their rental applications through online and/or third-party platforms to be considered for the rental property.

Recent data breaches have affected personal information held by companies in Australia and the risk of cyber security threats is high for companies storing customer information. Third-party platforms for rental applications are an emerging practice for facilitating the selection process of rental applications. Those third party platforms that do not fall within the remit of the *Privacy Act 1988* (CTH) are currently unregulated. Third-party platforms require renters to provide further personal information and sometimes solicit a fee for a better rental application score or rating. Rental applications soliciting fees for better outcomes are creating space for further discrimination in the rental market.

Rental property owners and property managers need access to information about prospective renters to decide who is most suitable to rent the property. This includes assessing prospective renters' ability to meet their tenancy obligations (particularly to pay rent and look after the rental property) and verify their identity. Rental property owners and managers have different views about the information that is needed to support their assessment of prospective renters, with some focusing on ensuring the renter earns enough income to cover rent while others may want more assurance about the renter's overall financial position. The information needed to assess prospective renters could also vary depending on individual factors such as their rental history and experience and employment stability. Using online and third-party platforms for rental applications can streamline the process for all parties.

²⁴ Ibid

²⁵ Open Doors to renting reform Report 2019 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

²⁶ Open Doors to renting reform Report 2019 p.29 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

Reform objectives

Queensland's rental laws should strike an appropriate balance between the renter's right to privacy and quiet enjoyment and rental property owner's entry rights and need for appropriate, relevant information to assist them to make decisions about their investment.

Stage 2 Rental Law Reform will explore options to:

- provide renters with sufficient privacy and quiet enjoyment and rental property owners with the access to information they need to inform investment decision making, and
- ensure information provided by prospective renters is relevant to assessing their suitability and is appropriately used and handled.

Options

1. Status quo + Education

No change is made to Queensland's laws. Current entry rules will be retained and Queensland's rental laws will continue not to regulate the rental application process.

Education

Resources and materials could be developed in consultation with the residential rental sector to improve understanding about:

- the purpose and impacts of entry
- entry rights and obligations
- guidance about better entry practices
- privacy considerations for entry
- what information may be appropriate and relevant to assess prospective renter suitability, and
- guidance about better practices for the collection, use and handling of renters' personal information.

These materials would raise understanding and awareness about potential impacts and risks of entry and privacy, provide guidance about better practices to improve tenancy relationships and outcomes, and suggest solutions or pathways to manage common problems.

2. Balancing access and privacy

Amend Queensland's rental laws to:

- provide more guidance about conducting entry to the rental property during a tenancy, and
- protect renters' personal and information privacy.

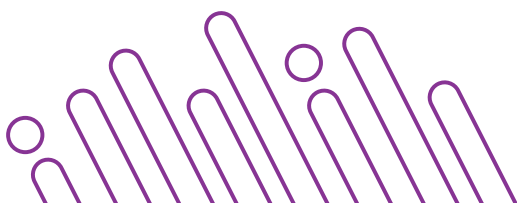
Entry

Renters' right to reasonable peace, comfort and privacy and rental property owners' entry rights will be adjusted to strike a more appropriate balance that better protects renters' privacy while ensuring rental property owners can access the information they need to make informed investment decisions.

Rental property owners can conduct general inspections no more frequently than once every three months and must provide renters at least 7 days written notice of the proposed entry. The first general inspection may not be carried out within the first three months of a tenancy commencing.

In determining how frequently to conduct general inspections the rental property owner must consider the:

- current and intended length of the tenancy for both parties
- renter's rental history, and
- condition of the rental property, including compliance with health and safety laws.





Renters must allow at least one physical general inspection to be carried out annually but may request further general inspections be carried out by:

- virtual inspection using electronic means to conduct a visual inspection of the rental property
- video conference with the managing party, or
- the renter giving the managing party access to photographs or video of the rental property and its inclusions of sufficient visual quality to enable the managing party to judge the condition of the rental property.

Existing entry grounds provided for rental property owners in Queensland's rental laws will be retained and an additional ground provided to allow inspections required under a contract for the sale of the rental property to be undertaken, such as a mortgage valuation, building and/or pest inspection and pre-settlement inspection.

The notice renters must be provided for entry on grounds other than general inspection will be extended from 24 hours to 48 hours, unless existing provisions altering the notice requirements apply (see sections 193(2) to 193(4) of the RTRA Act).

Privacy

Rental property owners and managers must take reasonable steps to ensure the renter's privacy is protected during entry, including by not interfering with the renter's reasonable peace, comfort and privacy. Unreasonable interference would include:

- frequent entry to the premises for unnecessary repairs or unrequested services that the renter does not agree with
- taking photographs during inspections that are unnecessary to record premises condition or compliance with tenancy obligations, particularly if images taken include the renter's personal possessions and living standards
- excessive entry to show the rental property to prospective buyers or renters, and/or
- not taking reasonable steps to accommodate renter's request to be present during entry.

Rental property owners and managers must ensure any photographs containing images of the renter's personal possessions or standard of living are securely stored and accessed only for the purposes of tenancy management by the owner or their agent unless the renter agrees otherwise.

Rental property owners and managers must ensure information collected from prospective renters through the application process is securely stored and/or destroyed and accessed only for the purposes of assessing tenancy suitability by the owner or their agent unless the renter agrees otherwise.

Renters must be given choice about how they will submit a rental application, including in hard copy or via email, and cannot be required to use an online or third-party platform. Renters can meet identify verification requirements by allowing the rental property owner or their agent to access or sight original identity documentation rather than providing a copy or image of the documentation.

3. Limit intrusion

Amend Queensland rental laws to:

- limit entry frequency and extend required notice
- limit the information a renter can be asked to provide during a rental application process, and
- protect renters personal and information privacy.

Entry

Rental property owners may only conduct entry to undertake a general inspection of the rental property once every 6 months and must provide the renter with at least 10 business days written notice of the proposed entry. The first general inspection may not be carried out within the first three months of a tenancy commencing.

Renters must allow at least one physical general inspection to be carried out annually but may request further general inspections be carried out by:

- virtual inspection using electronic means to conduct a visual inspection of the rental property
- video conference with the managing party, or
- the renter giving the managing party access to photographs or video of the rental property and its inclusions of sufficient visual quality to enable the managing party to judge the condition of the rental property.

Existing entry grounds provided for rental property owners in Queensland's rental laws will be retained and an additional ground provided to allow inspections required under a contract for the sale of the rental property to be undertaken, such as a mortgage valuation, building and/or pest inspection and pre-settlement inspection.

The notice renters must be provided for entry on grounds other than general inspection will be extended from 24 hours to 72 hours, unless existing provisions altering the notice requirements apply (see sections 193(2) to 193(4) of the RTRA Act).

The rental property owner or their agent must give the renter at least 14 days notice of their intention to sell the rental property before entry to show the rental property to prospective buyers is proposed. The rental property owner or their agent may enter the rental property to take advertising photos or videos if they give the renter at least 7 days written notice and make reasonable attempts to agree a suitable time with the renter for this entry to occur.

Entry to show the rental property to prospective buyers or renters can be exercised up to twice per week and the renter must be provided with at least 72 hours written notice. Rental property owners or their agent must make reasonable efforts to agree suitable days and times for entry to show the rental property to prospective buyers or renters to occur.

Renters will be entitled to compensation if any of their possessions are damaged or stolen during any right of entry.

Privacy

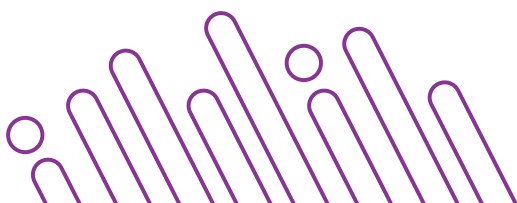
Rental property owners and managers must not interfere with the renter's reasonable peace, comfort and privacy by taking reasonable steps to:

- ensure entry is only undertaken to complete necessary repairs or provide services requested by the renter, and
- accommodate renters request to be present during entry.

Renters can object in writing to the taking of photos or video that may identify a person living at the rental property who is at risk of domestic and family violence. Renters may also object in writing to the taking of advertising photos or video that:

- directly identifies or reveals sensitive information about someone living at the rental property
- shows valuable possessions and would increase the risk of theft, or
- would be unreasonable to expect the renter to remove or conceal.

If the renter objects to photos or video as outlined above, the rental property owner or their agent cannot produce or use the advertising material identified in the objection. The renter can ask to review and approve advertising photos or video before they are used, and this material cannot be used unless the renter provides written consent. The rental property owner or their agent must get the renter's consent to advertise using photos or videos taken for other purposes or advertising photos or videos showing a renter's possessions more than 12 months after the photo or video was taken.





Rental property owners and managers must ensure any photographs containing images of the renter's personal possessions or standard of living taken during entry for purposes other than advertising the rental property for sale are securely stored and accessed only for the purposes of tenancy management by the owner or their agent unless the renter agrees otherwise.

Rental property owners and managers cannot request information from prospective renters in rental applications about:

- disputes or legal action against a rental property owner or manager that the prospective renter has been involved with
- bond refund disbursements in previous tenancies
- financial statements that show transactions made by the prospective renter, or
- information about protected attributes under the *Anti-Discrimination Act 1991*, unless it is necessary to collect this information to determine a prospective renter's suitability for accommodation that is exempted for discrimination in the accommodation area under the *Anti-Discrimination Act 1991*.

Rental application forms used in Queensland must include information that educates people about unlawful discrimination.

Rental property owners and managers must ensure information collected from prospective renters through the application process is securely stored and/or destroyed and accessed only for the purposes of assessing tenancy suitability by the owner or their agent unless the renter agrees otherwise.

Renters must be given choice about how they will submit a rental application, including in hard copy or via email, and cannot be required to use an online or third-party platform.

Renters can meet identify verification requirements by allowing the rental property owner or their agent to access or sight original identity documentation rather than providing a copy or image of the documentation.

Questions about balancing privacy and access

1. What option do you think is most likely to address the identified problems?
2. How will the options impact rental sector stakeholders and Queensland's rental and housing markets?
3. What unintended consequences or adverse impacts could the options have?
4. What other options or approaches could government take to address the identified problems?
5. What other issues about privacy and access should be considered?
6. What is a reasonable notice period for entry to the rental property?
7. What information is reasonably required to assess prospective renter suitability for a rental property?
8. How long should information collected about prospective renters and renters during a tenancy be held and how should it be stored and handled?
9. What additional issues need to be considered if the rental property is a moveable dwelling or in a rooming accommodation setting or community title scheme?

Improving the rental bond process

A rental bond is a security deposit paid by the renter and held by the RTA as financial protection for the rental property owner against a breach of the lease. Renters and rental property owners have diverse experiences and opposing perspectives on the fairness of Queensland rental laws and the protection it provides to them.

Renters want fairer and faster access to bond refunds, sharing experiences of unreasonable and unsubstantiated claims against their bond and feeling disempowered to dispute these claims. Renters can also face difficulty in financing a bond and seek improved protections if they choose to finance their bonds through commercial bond products.

Property owners need appropriate protection and want bond amounts to be increased to provide improved investment protections against the renter breaching the tenancy agreement. Property owners also need fair and timely dispute resolution processes. Having appropriate protections in place against tenancy breaches can build property owners' confidence investing in the private rental market.

Current law

Current Queensland laws specify the maximum amount of bond that can be charged. The maximum bond amount depends on the type of tenancy and amount of weekly rent, with the intention that there is enough bond to cover potential rent arrears and damage. The maximum bond amount for:

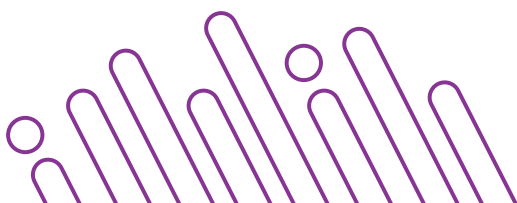
- general tenancies is four times the weekly rent. If weekly rent is more than \$700, there is no limit on the maximum bond amount that can be charged.
- moveable tenancies is three times the weekly rent (if electricity is included) otherwise twice the weekly rent.
- rooming accommodation is four times the weekly rent. If weekly rent is more than \$500, there is no limit on the maximum bond amount that can be charged.
- subsidised rental accommodation provided by employer is \$400, or four times the weekly rent, whichever is greater.

The RTA is the independent custodian for rental bonds, and bonds must be lodged within ten days of receipt. Penalties apply for late lodgement or non-lodgement of bonds and charging more than the maximum bond amount. Rental bonds can be topped up once a year if there has been a rent increase, and bond top-ups must be lodged with the RTA.

Any party who is listed with the RTA as a bond contributor or the property owner or manager can submit a bond refund request when the tenancy ends. The RTA must process the first refund request it receives for the rental bond and can only make the payment if all parties have agreed. The RTA will notify parties that have not agreed to the refund request that one has been received and they must advise the RTA within 14 days if they want to dispute the request. The RTA will pay the bond refund as directed in the request if no response is received from the other parties within the 14 days or assist the parties to resolve the dispute through its conciliation service. If RTA dispute resolution is unsuccessful, the party disputing the bond claim can apply to QCAT for an order about the bond refund.

The RTA must refund the bond to a commercial bond provider instead of the renter if they are satisfied the bond was paid directly to the RTA by the provider as assistance to the renter. These provisions are intended to facilitate the Queensland Government bond loans where the RTA can easily verify if the loan has been repaid.

Property owners and managers are not required to substantiate any claims they make against the bond with evidence, such as cleaning or repair quotes or proof of unpaid rent.





Other jurisdictions

Recent Victorian rental law reforms restricted the maximum amount a rental property owner or manager may request for a bond and rent in advance to one months rent unless the weekly rent is greater than \$900 per week. Victoria has also allowed rental property owners to request an additional bond in long-term tenancy agreements of more than five years if the renter has lived continuously at the rental property for at least five years and receives at least 120 days notice.

In February 2023, South Australia announced reforms to make bonds more affordable by increasing the bond threshold, thereby restricting the maximum amount a rental property owner or manager may request for a bond amount to four weeks unless the weekly rent is greater than \$800 per week. New South Wales has also recently announced reforms to make bonds more affordable by proposing to allow a bond to be transferred directly to another tenancy.

New South Wales, Tasmania, South Australia and the Northern Territory require evidence to be provided to renters to support bond claims made by property owners.

Issues

Renters, rental property owners and property managers are concerned that Queensland's rental laws do not provide a balanced, transparent and fair rental bond system where parties have adequate protections.

Renters often feel disempowered to challenge claims against the bond. Renters are concerned appropriate protections are not in place to protect them from unreasonable, unsubstantiated, and inaccurate claims against the bond. Renters share the difficulty they can face financing rental bonds. If renters choose to finance the bond using commercial bond products, they must rely on the commercial bond provider to return the refunded bond amount to them if the loan has been repaid and may be subject to additional fees and charges.

Property owners need the rental bond system to provide adequate protection for them if a renter breaches the tenancy agreement such as through unpaid rent or damage to the property caused by the renter. Property owners are also concerned about additional expenses and delays they experience in dispute resolution proceedings.

Feedback in response to the 2018 Open Doors to Renting Reform consultation and to the Community Support and Services Committee inquiry into the Housing Legislation Amendment Bill 2021 demonstrated that renters and property owners are dissatisfied with the current rental bond system, feeling it favours the other party.²⁷

Renters and advocacy groups provided feedback seeking a fairer and more transparent rental bond system that provides improved protections for renters²⁸. Advocacy groups shared concerns that renters are often unfairly required to dispute claims against the bond rather than requiring these claims and costs to be proved or substantiated by the property owner or manager as would be required in an insurance claim.

Many renters shared their frustration about the current rental bond system, identifying experiences of:

- delays in retrieving the bond and the financial stress this can place on them, especially if they need to pay for another bond on a new rented property
- threats from property owners and managers that the bond won't be returned
- insistence from property owners and managers on hiring professional cleaners to assure bond refund, despite the property being in good condition
- lack of familiarity about their rights in the refund process
- unreasonable or dishonest claims being made against the bond
- claims being made against the bond with no evidence

²⁷ Open Doors to renting reform Report 2019 p.28 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

²⁸ Open Doors to renting reform Report 2019 p.65 available at https://www.chde.qld.gov.au/__data/assets/pdf_file/0022/17617/OpenDoorsConsultationAnalysisReportRentingInQld.pdf

- feeling disempowered to challenge bond claims
- concern challenging a bond claim will affect their ability to secure a new tenancy
- accepting a partial claim against the bond because they urgently need the remaining bond to support relocation costs
- not challenging a claim on the bond as they want to end the relationship with the rental property owner or manager, and
- lengthy and costly dispute resolution processes through QCAT to challenge unreasonable or unsubstantiated bond claims.

Renters and advocacy groups also expressed concerns that the costs of entering into a tenancy agreement, such as financing rental bonds, can be a barrier to access appropriate housing. While the Queensland Government provides private market assistance products to eligible Queenslanders to meet these costs, some renters look for other ways to finance their bond through third-party providers, including through commercial bond products. In 2020, 28 per cent of prospective renters in Australia indicated they were aware of government bond loans, with 2 per cent of Australian renters turning to commercial bond loans to finance a partial or entire rental bond, accounting for \$38 million²⁹.

The commercial bond products, regulated by national credit laws, present some risks if the commercial bond provider seeks to be recognised or recorded as a contributor to allow the rental bond to be refunded to them when the tenancy ends, which has been detected in Queensland.³⁰ If a commercial bond provider is recorded as a contributor, the RTA is required to refund the bond to the provider and is unable to verify if the loan has been discharged. The renter must then rely on the commercial loan provider to return the refunded bond amount to them if the loan has been repaid.

Property owners shared their frustration with the current bond amounts, providing feedback that it does not sufficiently cover costs associated with tenancy agreement breaches. In 2021-22, 10.3 per cent of all disputes to the RTA regarded compensation claims for amounts in excess of the bond and claims submitted after the bond had been paid out.³¹ Property owners provided feedback that the rental bond amounts do not appropriately cover tenancy breaches such as:

- unpaid rent, including experiences of some renters not paying rent towards the end of their tenancy and relying on the rental bond to cover these costs
- damage to the property
- cleaning costs, and
- when the property is not left in a similar condition as it was at the beginning of the tenancy.

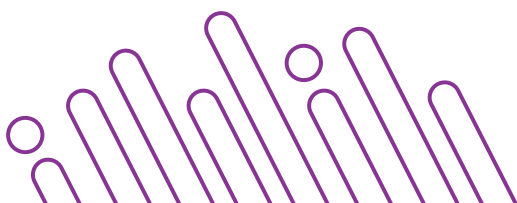
Many rental property owners also expressed concern about the delays and expenses involved in the dispute resolution procedures at QCAT, sharing experiences that renters often do not comply with QCAT orders and there was no reasonable recourse without engaging expensive legal representation.

Rental property owners also shared sentiments that without greater financial protection, they will continue to struggle to recuperate costs associated with tenancy breaches and face impacts to their own financial security. This is a particular concern for rental property owners who rely on the income generated to pay the mortgage on the investment property.

²⁹ PwC, 2020, Alternative bond products research and analysis, internal report for the Victorian Government.

³⁰ Ibid.

³¹ Residential Tenancy Authority, 2021, Residential tenancy Report Annual Report 2020-21, available at <https://www.rta.qld.gov.au/sites/default/files/2021-09/RTA-Annual-Report-2020-21-Full-Report.pdf>





Reform objectives

Queensland's rental laws should ensure the bond refund process is fair and transparent and claims against a rental bond are genuine and substantiated. Rental property owners need to be appropriately protected against breaches of tenancy agreements and renter's interest in the bond should be protected.

Stage 2 Rental Law Reform will explore options to:

- ensure no party is advantaged or disadvantaged in the rental bond refund process and bond claims are substantiated
- review rental bond amounts and how they are used to ensure they provide appropriate security for rental property owners against renters breaching the tenancy agreement, and
- protect renters' access to the rental bond when the tenancy ends if they have accessed a commercial bond product.

Options

1. Status quo + Education

No change is made to Queensland's laws. Current rental bond settings and processes will continue.

Education

Develop resources and educational materials in partnership with the sector to provide greater awareness for renters, rental property owners and managers about their rights and responsibilities regarding rental bonds and the rental bond process in Queensland, including:

- the rental bond refund process and who can make a claim against the bond
- the requirements that a renter must meet to be able to receive their full bond, including if they have used a commercial bond product
- the importance of having, and providing, evidence to support bond claims
- the importance of entry condition reports and exit reports, and
- best practice approaches to bonds that equally protect property owners and renters.

2. Require bond claims to be substantiated

Amend Queensland's rental laws to:

- require property owners to substantiate their rental bond claims, and
- protect renters' interest in the bond refund if they use commercial bond products.

The existing rental bond refund process would be retained. Rental property owners would be required to submit evidence to support any claims for bond monies to be disbursed to them when the tenancy ends, such as receipts or quotes to repair damage caused by the renter or records of unpaid rent.

Renter's interest in the rental bond when they have accessed a commercial bond product will be protected by clarifying section 138 of the RTRA Act to apply only to assistance provided by the State under a government program or scheme. This will ensure the RTA can pay refunded bond monies directly to the renter who is a party to the tenancy agreement if they have accessed a commercial bond product and renters will remain responsible for meeting their repayment obligations to the bond supplier.

3. Require bond claims and renter's liability to be proven

Amend Queensland's rental laws to:

- require rental property owners or managers to prove their rental bond claims and renter's liability, and
- protect renters' interest in the bond refund if they use commercial bond products.

The existing rental bond refund process would be retained. Rental property owners would be required to prove the renter had failed to meet their tenancy obligations in their claim for bond monies to be disbursed to them when the tenancy ends. Rental property owners also would need to demonstrate that the renter had failed to:

- return the property in the same condition as at the start of the tenancy less fair wear and tear
- repair any damage they caused to the rental property, and/or
- pay any unpaid rent that accrued during the tenancy.

Rental property owners could meet this requirement by providing copies of receipts or invoices for cleaning or repairing the rental property and entry, inspection and exit reports showing the condition of the rental property that demonstrate damage or cleanliness issues caused by the renter that are not considered fair wear and tear.

Renters' interest in the rental bond when they have accessed a commercial bond product will be protected by clarifying section 138 of the RTRA Act to apply only to assistance provided by the State under a government program or scheme. This will ensure the RTA can pay refunded bond monies directly to the renter who is a party to the tenancy agreement if they have accessed a commercial bond product and renters will remain responsible for meeting their repayment obligations to the bond supplier.

Questions about improving the rental bond process

1. What option do you think is most likely to address the identified problems?
2. How will the options impact rental sector stakeholders and Queensland's rental and housing markets?
3. What unintended consequences or adverse impacts could the options have?
4. What other options or approaches could government take to address the identified problems?
5. What other issues about rental bonds should be considered?
6. When should rental property owners be required to provide evidence to support their claim against the rental bond?
7. What types of evidence would be reasonable for rental property owners to provide in support of their claims against a rental bond?
8. How should the maximum rental bond amount for a rental property be determined?
9. How will the options impact the ability for renters to access financial assistance to meet the upfront costs of a rental bond?
10. What additional issues need to be considered if the rental property is a moveable dwelling or in a rooming accommodation setting or community title scheme?





Fairer fees and charges

Renters are seeking the ability to make rental payments without additional charges and certainty around utility charges, such as water. Renters are also seeking fairer decisions in the fees they are charged if they need to leave the tenancy agreement early to find more suitable housing.

Timely and consistent rent payments are key to supporting rental property owners to sustain their investment in the private rental market. Rental property owners and managers can prefer rent payment methods that improve payment reliability and seek compensation when a renter needs to leave the tenancy agreement early to cover costs associated with lost rent and re-letting.

There are opportunities to explore reform that may provide greater clarity and guidance to better protect renters and property owners relating to managing costs in fees and charges.

Current law

Fees

Queensland's rental laws specify how rent can be paid, when it can be increased and what information about rent must be included in the tenancy agreement such as the rent amount and when payment is due.

The RTRA Act requires the renter to pay rent in an approved way listed in the Act, including cash, cheque, direct deposit, EFTPOS, credit card, payroll deductions or another method agreed by the parties. If the rental property owner intends to require a rent payment method be used that is not listed in the RTRA Act, they must offer renters a choice of at least two other approved ways to pay rent and inform them about any costs they may incur to use the other rent payment method. The rent payment method should be stated in the tenancy agreement or a rent agreement if the parties agree to change the rent payment method after signing the tenancy agreement.

Service charges

Water services are connected to the property and the connection and consumption charges are billed to the registered owner of that property. Rental property owners are responsible for paying the connection charges for this service and can only pass consumption charges on to renters if certain requirements are met.

A renter may be required to pay water consumption charges if the tenancy agreement states the renter must pay these charges and the rental property is individually metered and water efficient to the standard required under the RTRA Regulation. If the premises are not water efficient, renters may be charged for excess water consumption above an agreed amount. Renters cannot be required to pay more than the amount of water consumption charges payable to the water supplier or fixed charges for the water service to the rental property.

In moveable dwelling tenancies, such as caravan parks, utilities are connected to the park by the park owner or manager. Utility service charges may be passed on to renters in moveable dwelling agreements either by including the service costs in the rent amount or charging these costs separately if the service is individually metered to the rental property. If service charges are absorbed in the rent, the renter may ask the rental property owner to provide a written statement showing each service included and the amount of rent attributable to that service.

The RTRA Regulation requires renters to pay water consumption bills and service charges within 1 month of receiving them from the rental property owner, but there is no time limit for when an owner needs to pass these bills to the renter. As water bills are only sent to the registered owner of the property, the rental property owner is responsible for paying the service connection charges, and consumption charges are only payable by the renter if certain conditions are met, it is not possible for the renter to be billed directly for water consumption charges.

Reletting costs

The RTRA Act provides that if a renter ends the agreement other than in a way provided for in the Act (commonly known as 'breaking a lease') the renter may be liable to pay reasonable costs to the rental property owner. This can include the advertising costs, reletting fees and any loss of rent. Both the renter and the owner are required take all reasonable step to mitigate loss or expense.

Other jurisdictions

New South Wales and the Australian Capital Territory have introduced mandatory set break fees for fixed leases where the fees payable vary depending on the amount of the agreed term that has expired. Victoria has also introduced reforms that make rental property owners responsible for excessive utility charges (those over the renter's ordinary usage amounts) if this is attributable to a hidden fault, such as a leaking water pipe.

Issues

Renters seek greater opportunities to reduce costs and charges associated with renting the property or capacity to budget for them. In addition, renters are seeking reletting costs that are fair and reasonable if they need to leave a tenancy agreement early.

Rental property owners want to receive optimal return on their investment by ensuring they receive consistent payments and are able to seek compensation for costs when a renter needs to leave a tenancy agreement early.

There are opportunities to explore reforms to protect renters from unreasonable fees and charges while maintaining rental property confidence and certainty.

Fees

During rental law reform consultation in 2018, renters and advocates shared their concerns that some property owners and managers only offer renters rent payment methods that incur fees, such as rent payment cards, third party platforms, cheque or money order, or penalties for late payment, such as direct debit. These fees and penalties on top of rent can create additional financial stress for renters. Renters shared experiences of their requests to pay rent using fee-free payment methods, such as direct deposit, being refused by some rental property owners or managers, leaving them little choice but to accept the additional costs if they want to secure the property. While these methods may reduce rental property owner and manager costs, they do so at least in part by passing some costs on to renters. Renters shouldn't have to bear these administrative costs without exercising real choice about what payment method they want to use, including by assessing any additional costs.

Rental property owners and managers have provided feedback about the importance of receiving timely rent and the uncertainty and potential expenses they can incur if a renter does not pay their rent on time. Property owners and managers have shared experiences that some rent payment methods offer greater certainty that renters will pay rent on time, including direct debit or through third-party platforms and may be preferred because they streamline processing and reduce costs, particularly when managing large rent rolls. Advocates for property owners and property managers also share their concerns Queensland rental laws restrict how rent can be paid and have not kept pace with the range of payment options available.

Service charges

Timeliness of utility charges (such as water bills) being passed on to renters has also been identified as an issue of concern by renters and advocacy groups. Renters shared their experiences of receiving irregular utility bills during their tenancy or an accumulated bill when the tenancy ends. Renters provided feedback that this makes it difficult for them to plan for, and pay these bills, especially when accumulated bills are a significant amount. Renter advocacy groups also provided feedback that not receiving regular bills such as water, limits a renter's capabilities to monitor their water consumption and adjust accordingly to reduce housing costs.

Rental property owners consider renters should pay utility costs incurred during their tenancy and for some this included both consumption and connection charges. Most rental property owners generally accept that renters should promptly receive utility bills they are responsible for paying.





Reletting costs

Renters and advocates also raised concerns that the costs to end a fixed term lease early can be a barrier for them to relocate to more suitable housing. Renters provide feedback that these fees can result in financial hardship for them, especially when they are breaking their lease because the rental property has become unaffordable.

Compensation usually sought by the owner includes the costs of them to readvertise a property, the reletting fee that the owner is obliged to pay with their agent (if they have one) to relet the property (commonly one week's rent plus GST). Both of these amounts will be known, but what may be variable is what their loss of rent may be from the time the renter moved out early until another renter is found or until the end of their lease.

Liability for reletting costs may lock renters into unsustainable tenancies for the duration of the fixed term agreement. Rental property owners experience costs and uncertainty if a fixed term lease ends early.

Reform objectives

Queensland's rental laws should provide a predictable investment environment where renters are protected from unreasonable fees and charges in a supply constrained market while maintaining rental property owner confidence to maintain rental supply and improve market stability and certainty.

Stage 2 Rental Law Reform will explore options to ensure:

- renters can choose how they pay rent and can avoid incurring additional costs
- renters promptly receive utility charges they must pay and barriers to them relocating to more suitable housing are minimised, and
- rental property owners can promptly manage unpaid rent issues with renters and minimise costs to manage their rental property.

Options

1. Status quo + Education

No change is made to Queensland's rental laws. Existing requirements for payment methods and passing on service charges and reletting costs are retained.

Education

Develop resources and education materials in consultation with the residential rental sector to provide guidance about:

- negotiating additional fees, service charges and other costs the renter may incur as part of the tenancy, including best practice approaches for transparency and passing on these costs, and
- availability of rental and other assistance.

2. Increase transparency

Amend Queensland's rental laws to require:

- renters to be offered a fee-free rent payment method
- utility bills the renter is responsible for paying to be forwarded promptly, and
- the amount of reasonable reletting costs to be determined by prescribed caps.

Fees

Renters must be offered a fee-free rent payment method, such as direct deposit, and be given clear information about any charges they may incur to use other rent payment methods available to them.

Service charges

Rental property owners and renters may continue to include terms in tenancy agreements that require the renter to pay consumption charges for services supplied to the rental property. The rental property must continue to be separately metered for services supplied and meet water efficiency standards prescribed by regulation.

Rental property owners must send utility bills the renter is responsible for paying within one month of receiving the bill from the utility supplier. The renter will continue to be required to pay the utility charges within one month of receiving the bill from the rental property owner.

Reletting costs

The reasonable amount of reletting costs will be the lower of either:

- reasonable compensation as is currently provided for in the RTRA Act, or
- as determined by the time remaining on the agreed term:
 - four weeks rent if 75 per cent or more of the agreed term remains
 - three weeks rent if 50 per cent and less than 75 per cent of the agreed term remains
 - two weeks rent if 25 per cent and less than 50 per cent of the agreed term remains
 - one weeks rent if less than 25 per cent of the agreed term remains.

3. Limit fees and charges

Amend Queensland's rental laws to:

- require a fee-free rent payment method be provided to renters
- renters only required to pay excessive consumption charges above reasonable consumption for comparable household, and
- limit break lease fees and service costs that can be charged.

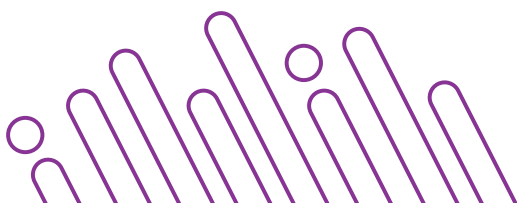
Fees

Renters must have a fee-free way to pay rent and must get clear information about charges for other payment methods.

Service charges

Renters may only be required to pay for excessive consumption charges above what would be considered reasonable consumption for a comparable household in housing of comparable size and inclusions to the rental property. The rental property must continue to be separately metered for services supplied and meet water efficiency standards prescribed by regulation.

Rental property owners must send utility bills the renter is responsible for paying within one month of receiving the bill from the utility supplier. Renters will not be liable to pay for charges for bills that are not provided to them by the rental property owner within the prescribed timeframe. The renter will continue to be required to pay utility charges within one month of receiving the bill.





Reletting costs

Rental property owners and renters may continue to include terms in tenancy agreements that require the renter to compensate the rental property owner for the reasonable costs they incur to relet the rental property if the renter ends a fixed term agreement before the agreed term ends except in specified circumstances, including:

- the renter is ending the agreement to access more affordable rental accommodation in the private rental market or to accept an offer of social housing
- the renter will experience excessive hardship if they are required to pay the reletting costs.

The reasonable amount of reletting costs will be the lower of either:

- the rent payable before the rental property is relet to another renter, or
- as determined by the time remaining on the agreed term:
 - four weeks rent if 75 per cent or more of the agreed term remains
 - three weeks rent if 50 per cent and less than 75 per cent of the agreed term remains
 - two weeks rent if 25 per cent and less than 50 per cent of the agreed term remains
 - one weeks rent if less than 25 per cent of the agreed term remains.

Questions about fairer fees and charges

1. What option do you think is most likely to address the identified problems?
2. How will the options impact rental sector stakeholders and Queensland's rental and housing markets?
3. What unintended consequences or adverse impacts could the options have?
4. What other options or approaches could government take to address the identified problems?
5. What other issues about fees and charges should be considered?
6. When is it appropriate for a renter to bear the costs of services connected to the rental property?
7. What is a reasonable period for bills to be forwarded to the renter for service charges they are responsible for paying under the tenancy agreement?
8. What is a reasonable consequence if a service charge bill they are required to pay under the tenancy agreement is not forwarded promptly to the renter?
9. When is it appropriate to require a party to a fixed term lease to pay compensation to the other party if they need to end the tenancy early?
10. How should the amount of compensation for ending a fixed term lease early be determined?
11. What additional issues need to be considered if the rental property is a moveable dwelling or in a rooming accommodation setting or community title scheme?

Stage 2 Rental Law Reform

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