



Action for More Independence & Dignity in Accommodation

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Advocacy, Self Advocacy, Rights, Accessibility, & Community Living for People with a Disability

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AMIDA (Action for More Independence & Dignity in Accommodation) is an independent advocacy organisation which advocates for good housing for people with disability. We provide advocacy to individuals, with priority given to people with an intellectual disability, and advocate for change in systems which prevent people from achieving good housing.

AMIDA acknowledges that people with disability have a right to a choice of who they live with and where they live. Further, people with disability have a right to good quality housing which is accessible, affordable and non-institutional. People with disability have a right to live in the community with access to support to participate and have a good quality of life.

AMIDA strongly supports the United Nations Convention on the Rights of Persons with a Disability and works to assert these rights and community inclusion for people with a disability and supports people with disability as valued members of our community. AMIDA recognises that people with disability contribute to and develop our community.

With this background and experience, we submit the following on Stage 2 of the Review of the Residential Tenancies Act - Security of tenure:

Why is security of tenure important for Victorian tenants?

From AMIDA's experience over 30 years, people with disability require secure, affordable housing where services exist, and public transport is available. This enables them to receive support that they need to live in the community and to participate and contribute.

Often their housing is in the neighbourhood where they grew up as children, where they went to school, and probably where their work is located. It thus enables them

to be familiar with one neighbourhood, including friends, neighbours and family. This familiarity is important for their wellbeing.

In our experience when people with disability are required to move house, this disruption causes not only great distress, but costs that they are ill able to afford. Often the existing housing has been found after an extensive and exhaustive search. For them to be required to go through this again, and again is not conducive to a routine which they often require. When changes are envisaged for people with disability, a long, detailed planning process is usually undertaken to make any change an advantage, rather than a disadvantage for them.

Housing they have may already be accessible and it is almost impossible to find accessible alternatives.

What factors influence tenants' preferences for stability and flexibility in rental accommodation?

Over time, some people with disability experience changes in their needs, and for this reason, may require flexibility to move, so cannot be locked into a tenancy that does not suit them. They may require modifications to their housing, or they may require different supports that are not available in their current home. So although stability and security of tenure is necessary, it is also necessary to have flexibility as needs change.

What is offered in the Victorian rental market?

2.3 of the Issues Paper lists the number of Director of Housing owned and community owned units in Victoria. The total of these is 85,386. From our experience and the numbers of people on the waiting list for public housing, this number of low cost housing is totally inadequate, forcing many people with disabilities, most of whom are on very low incomes to seek accommodation in the private rental market. They are disadvantaged in the first instance by their low income and in the second instance by landlords who appear to be reluctant to rent to a person with a disability. Perhaps education about the benefits of renting to people who require stable, long term housing needs to take place. There is very little housing which meets the standards of accessibility for Universal Housing Design. We believe Victoria should regulate to mandate minimum standards. See Appendix 1.

What are the main reasons that tenancies end, from the tenants' perspective?

AMIDA's experience is that tenancies end when a landlord gives notice to vacate for no specified purpose. Landlords abide by the laws, but this leaves the person with disability in the unenviable position of having to find alternative accommodation, often a task which is daunting, exhausting and terrifying. Once alternative accommodation is found, the task of the move is often an expensive one, with its

own pitfalls. AMIDA's recent experience has shown that verbal agreements can be misunderstood, causing ongoing problems, and advocacy intervention becomes necessary.

What are the obstacles in the rental market for tenants who prefer longer tenure from achieving this?

Private rental accommodation at a reasonable cost often is only offered on a short term lease, as the landlord is awaiting approval for building approval for 3 or 4 units on a block, where a landlord will be able to make more of a profit. This is occurring more often in Melbourne with the new zones and attitudes to housing people in the inner suburbs. The face of Melbourne is changing.

What role would long (five to ten year) leases play in strengthening security of tenure?

This would give prospective tenants a chance to plan, settle and make a rented property their home, rather than just living in an address awaiting the next move to be imposed on them. This seems to be the situation for many people. They have never been in one place long enough to really feel at home. This will have the effect of a whole section of the community being in transit, rather than belonging. This in turn will have a detrimental affect all Victorians. But for people with disability building connections where they live creates inclusion and this is not easily replicated.

What factors or circumstances would make longer leases attractive to tenants and landlords?

For a tenancy to be attractive to both tenants and landlords, the agreement would have to suit both parties, ie fair rent and good maintenance of the property by both landlord and tenant. If this circumstance was ongoing, I believe it would suit both parties, unless tenants wanted to move to a different area, or the landlord wanted to capitalize on the property and develop.

Tenants who require modifications currently must have landlord permission to make modifications. Where these are permitted and tenants pay for them, long leases are vital. Landlords have the security of a tenant they know needs and wants to stay.

If long term leases were provided for in the Act, what protections (if any) would be required for tenants who are seeking only short term leases?

There would need to be provision for a negotiation on the length of the lease. The Republic of Ireland legislation which strengthened security of tenure by having four year cycles, with the first 6 month period being a trial period seems a good idea. This could also allow for those wanting to have a short term lease, to use the first six months of the cycle. This circumstance could also suit landlords. They would have less frequent need to advertise and interview prospective tenants.

What issues are there regarding the way in which terminations provisions in the Act affect security of tenure?

Termination with 'no specified reason' can deter tenants from exercising their rights to request repairs or make legitimate complaints. If the 4 year cycle was adopted, then both landlord and tenant could make plans. This would do away with this uncertainty.

How much notice would be appropriate for the tenant to give to the landlord when providing a notice of intention to vacate?

Again, with the 4 year cycle in place, this may deter tenants from giving notice. Of course, there should be room to move to alter this cycle, should the need arise, but legitimate reasons should be given, and notified. One month's notice by tenant should be sufficient, especially in this climate where rental properties are sought.

How much notice would be appropriate for the landlord to give to the tenant when issuing a notice to vacate?

To allow the tenant to organize to move and to find appropriate accommodation at least 3 months' notice should be given, or by agreement between landlord and tenant.

What are the reasons why landlords use the 'no specified reason' notice to vacate?

They are using this clause where the reason is other than the specified reasons. It does allow a landlord to use this clause to remove a tenant who has a disability or is on a low income. Discrimination could be happening through misuse of this clause.

Rather than relying on a notice to vacate for 'no specified reason', how could the Act cater for landlords with legitimate grounds for terminating a tenancy for reasons that are not otherwise prescribed?

There should only be prescribed reasons. If the range isn't considered large enough to encompass all legitimate reasons, consider increasing the proscribed reasons. The 'no specified reason' clause should be abolished.

What would be the impact of removing the notice to vacate for 'no specified reason' from the Act?

Landlords would be required to plan how they use their property. Tenants would know where they stood in relation to their housing. Tenants would be confident that notice to vacate would not be given because they have exercised their legitimate rights, eg seeking maintenance on the property.

What issues are there regarding the way in which provisions for rent increases in the Act affect security of tenure?

Affordability. Currently the rent can be increased once in each six month period. Even this allowance for increase, can make tenancies difficult. As rent is a large cost component of income for people with disability, they may be unable to maintain rentals if increases are so frequent, therefore making their tenure insecure.

What would be an appropriate alternative to the current frequency of allowable rent increases of no more than one every six months?

People on low incomes often budget carefully, and stringently, to be able to afford private rental. An increase in rent twice a year may not be able to be sustained; therefore if rents increases were allowed not more than once per year, this would allow more time to re-budget should an increase occur. Landlords should not be allowed to make these increases larger simply because they can only have one increase per year. This would be a worse situation.

What would be an appropriate alternative notice period for rent increases to the current 60 days?

90 days would help people on low incomes to readjust and plan for higher rents.

What would be an appropriate arrangement for rent increases during fixed term agreements to provide both tenants and landlords with certainty and choice?

Currently, if the tenancy is a fixed-term agreement, the landlord or agent cannot increase the rent before the end date, unless the lease states otherwise. We don't see any justification for this to alter.

What issues are there regarding the way provisions for repairs, maintenance and modifications in the Act affect security of tenure?

Repairs and maintenance are covered well within the Act, but it is AMIDA's experience that often landlords do not respond in a timely manner when requests for repairs and maintenance are made by tenants. Often, by the time we are contacted, the maintenance and repair issues have been going on for many months. From the perspective of a tenant, there should be greater weight placed on the landlord on their responsibility in this regard. The tenant should not need to proceed to either an advocate or VCAT.

Presently a landlord is not required to undertake disability access modifications of the property, if a tenants needs these modifications. They are also not required to allow the tenant to make alterations. This could lead to the property becoming unsuitable for the current tenant. The Act should state that if an existing tenant or new tenant requires disability access modifications, and can fund these, a landlord

must permit them providing their removal will also be funded by the tenant, should the landlord require this. Such value adding to a property will be seen as a positive. This should be encouraged, and would be if allowances are within the Act. People would begin to see modifications as a reasonable request and an improvement to a property and not a negative move.

Appendix 1

Rights & Inclusion Australia

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Position Statement

Australian Network for Universal Housing Design and Rights and Inclusion Australia believe that the homes we build for today should be fit for all of tomorrow's Australians.

Please support our call to the Australian Government to regulate **minimum access features in the National Construction Code for all new and extensively modified housing**. This should be supported by education and training for the housing industry.

Why?

- Current housing designs do not work for many people including older people, people recovering from illness or injury, mothers with prams and people who have mobility difficulties.
- Greater accessibility is cheap and easily achieved—with **three simple features**.
- An increased supply of accessible mainstream housing is critical to the success of the National Disability Insurance Scheme and the Aged Care Reforms.
- In 2010, Australian housing industry leaders agreed to provide these three simple features in all new housing by 2020. With a few exceptions, the housing industry has not responded. We anticipate that less than 5% of the 2020 target will be met unless these features are regulated.
- Regulating these **three simple features** will allow many more people to stay in their homes, and to visit others—regardless of their age, disability or life circumstances.
- Regulation in the National Construction Code will provide a “level playing field” for the Australian housing industry and cost and production efficiencies for everyone.
- Regulation will lead to more inclusive and sustainable communities now and in the future.

What are these three simple features?

1. An **accessible path of travel** from the street or parking area **to and within** the entry level of a dwelling.
2. Doors, corridors and living spaces that allow **ease of access for most people on the entry level**.
3. **A bathroom, shower and toilet that can be used by most people**, with reinforced wall areas for grab-rails at a later date.