

Residential Landlord and Tenancy Regulation Reform Bill 2023

A Bill for an Act to reform residential landlord and tenancy regulations. This Bill, through its governing body, aims to provide tenants with equity in the rental market to relinquish some of the power that landlords can unjustifiably possess over tenants and potential tenants.

By granting tenants more rights, the power dynamic between landlord and tenant is equalised which allows for equity for all parties involved in the acquisition of a rental property. This Bill restricts landlords from amassing capital gain at the expense of tenants and potential tenants, through the basis of discrimination, lack of proper and up-to-standard amenities and an unfair power imbalance.

A Bill for an Act relating to Indigenous Youth Job Hubs.
To be enacted by the Y's Victorian Youth Parliament.

PART I - Preliminary

Clause 1 *Purposes*

The purposes of this Act are;

- (a) To amend current tenancy protections;
- (b) To ensure all rental properties are regulated;
- (c) To ensure equity for tenants - amongst other tenants, between tenants and landlords;
- (d) To improve communication between landlords and tenants;
- (e) To place limitations on rent costs.

Clause 2 *Commencement*

This Bill shall commence six months after receiving assent from the Youth Governor of Victoria.

Clause 3 *Definitions*

In this bill;

- (a) **Appropriate** means the minimum conditions required for a property to be deemed safe to occupy;
- (b) **Appropriate amenities** means a basic feature or facility of a building or place that is suitable for tenants to use adequately;
- (c) **Big corporations** means an economic group consisting of large profit-making corporations, especially with regard to their influence on social or political policy;
- (d) **Deficiencies** means a lack or shortage of a functional aspect of the property;
- (e) **Landlord** means a person or organisation that owns a building or an area of land and is paid by other people for the use of it;
- (f) **Lease** means a legal agreement that allows you to use a building, a piece of equipment or some land for a period of time, usually in return for rent;
- (g) **Private Market** means properties that are managed without a real estate agent or property manager. The property's owner deals directly with tenants;
- (h) **Rental agency** means an organisation that manages the legal and advertising aspect of the relationship between tenants and landlords;
- (i) **Tenant** means a person who pays rent for the use of a property to the person who owns it;
- (j) **Tenancy** means the period of time that a person rents a property;
- (k) **VCAT** means the Victorian Civil and Administrative Tribunal.

PART II - Establishment

Clause 4 Establishing the Rental Oversight Board

- 4.1 A Rental Oversight Board shall be established.
- 4.2 The Board's main duties shall consist of;
 - (a) Ensuring the enforcement of the clauses in Part II of this Bill;
 - (b) Ensuring equity for tenants and landlords and rental agencies.
 - (c) Allowing for better practices in the rental market;
 - (d) Monitoring of all rental agencies and landlords operating in Victoria.
- 4.3 The Board shall obtain its representatives from the following bodies;
 - (a) Tenants Victoria;
 - (b) VCAT;
 - (c) The Victorian Building Authority;
 - (d) Consumer Affairs;
 - (e) The Orange Door;
 - (f) Department of Family Fairness and Housing;
 - (g) Private Rental Assistance Program.
- 4.4 The Board shall not contain members who are affiliated with any political party or agenda.

Clause 5 Rent Limits for Landlords

- 5.1 Landlords shall not increase rent on a property within the span of 1 year.
- 5.2 A property shall be appraised, with the appraisal being conducted either;
 - (a) Once every 5 years at minimum;
 - (b) When chosen to be conducted by the landlord;
 - (i) When a landlord believes property value may have increased;
 - (ii) When extensive renovations have been undergone;
 - (iii) Under the discretion of the landlord or tenant.
- 5.3 In extenuating circumstances, a rental agreement shall be implemented between a tenant and landlord. Extenuating circumstances include but are not limited to;
 - (a) Death of a tenant, where;
 - (i) Another tenant is in the position to continue the lease; or

- (ii) The tenant that died was not the tenant on the lease.
- (b) Serious or life-threatening injuries where the tenant is unable to work;
- (c) Natural disasters which have caused partial damage to the property;
- (d) When a tenant is reliant on government assistance due to termination of their occupation.

Clause 6 Mandatory Conditions for All Rental Properties

- 6.1 Substantial deficiencies to a property shall be addressed by the landlord. This shall occur within the following time frames;
- (a) Within two weeks of a complaint being lodged when;
 - (i) The deficiency hinders a tenant's ability to access essential amenities;
 - (ii) When the deficiency poses a serious health or safety risk.
 - (b) Within four weeks of a complaint being lodged when;
 - (i) The deficiency is of a cosmetic nature;
 - (ii) The deficiency does not hinder a tenant's ability to access essential amenities;
 - (iii) The deficiency does impact on a reasonable expectation of usage within the property.
- 6.2 Deficiencies of any nature shall be addressed and remedied when;
- (a) A new lease is commencing;
 - (b) An existing lease is renewed;
 - (c) A property is listed on the rental market.
- 6.3 A property shall be considered habitable by tenants when it fulfils the following list of appropriate amenities;
- (a) A safe and sturdy foundation;
 - (b) Doors;
 - (c) Windows with access to natural light;
 - (d) Functioning toilet;
 - (e) Functioning lighting fixtures;
 - (f) Functioning oven and stove;
 - (g) Functioning rangehood;
 - (h) Functioning water taps both inside and outside the home;
 - (i) Access to the outside without having to enter another person's property;
 - (j) Adequate heating and cooling apparatuses;
 - (k) Adequate shelter through a fully sealed and adequately maintained ceiling;

- (l) Adequately maintained walls;
 - (m) The ability for the property to be fully enclosed from the outside;
 - (n) Kitchen, living and bedroom space;
 - (o) Smoke and CO2 alarms.
- 6.4 All properties must be examined and signed off by an approved safety inspector.

Clause 7 Establishing a Centralised Rental Information Database

- 7.1 A digital database shall be created to allow renters to compare properties. It shall contain all properties listed as well as all available price indicators including;
- (a) The most up-to-date property appraisal value;
 - (b) All amenities available to tenants of the property;
 - (c) A log of all amended deficiencies of the property listed in a single document;
 - (d) The year the property was constructed and any renovations carried out since the erection of the home;
 - (e) The property's proximity to services such as;
 - (i) Hospitals and medical facilities;
 - (ii) Schools and child cares;
 - (iii) Parklands and green spaces.

Clause 8 Establishing Repercussions for Misleading Rental Listings

- 8.1 In the case where a landlord is found to have lied on the listing of the property, tenants shall have the option to;
- (a) Involve VCAT to resolve the issue;
 - (i) During the time in which an investigation is conducted, tenants shall only owe 50% of the monthly rental cost owed to the landlord.
 - (b) Be granted 90 days to vacate the property without being required pay rent;
 - (c) In extreme circumstances the tenant shall be placed in temporary accommodation. This temporary accommodation shall be;
 - (i) Organised and paid for by the landlord for up to 90 days;
 - (ii) Within 5 kilometres of the initial rental property;
 - (ii) A home that is not owned or operated by the landlord of the initial property.

Clause 9 Oversight of Landlords and Rental Agencies

- 9.1 All landlords shall be listed with the Rental Oversight Board.
- 9.2 Landlords shall publish an annual financial report which outlines the following;
 - (a) Total revenue acquired from rental properties;
 - (b) Any and all expenses relating to their rental properties;
 - (c) Total profit earned from rental properties after expenses.
- 9.3 Landlords shall make known as public knowledge how many rental properties they own.
- 9.4 Landlords owning more than 6 rental properties shall;
 - (a) Acquire an ABN;
 - (b) List themselves as a rental agency;
 - (c) Follow all relevant steps to become a business before acquiring any more properties. This includes;
 - (i) Any properties on which the landlord has co-signed for or is actively collecting profit from.
- 9.5 A rental agency shall include any collective of more than 2 individuals that engage in business activity together including;
 - (a) Purchasing and/or leasing rental properties that earn more than \$200,000 per individual, per financial year.
- 9.6 Landlords shall not give preference to a potential tenant based on;
 - (a) If their rental bid is higher than listing price;
 - (b) The number of dependents associated with the tenant.
- 9.7 All rental properties shall follow the required process of acquiring a new tenant, or renewing an existing lease, through a third party, such as;
 - (a) A property or rental lawyer;
 - (b) A rental agency with unbiased representatives who are not, and are not associated with, the landlord(s) and/or owner(s) of the property in question.