



REIV THE STANDARD
FOR SUCCESS

SUBMISSION

RIGHTS AND RESPONSIBILITIES OF
LANDLORDS AND TENANTS

May 2016



ABOUT REIV

The Real Estate Institute of Victoria has been the peak professional association for the Victorian real estate industry since 1936.

Over 2,000 real estate agencies in Victoria are members of the REIV. These members are located in city, rural and regional areas.

A key component of the REIV membership is the property management sector. The REIV represents the majority of property managers (PMs) in Victoria. The REIV's property managers, in turn, represent a significant number of residential landlords across the state.

Besides property management, members specialise in a range of real estate fields, including: residential sales, commercial and industrial sales, auctions, business broking, buyers agency, owners' corporations management and valuations.

Introduction

The Residential Tenancies Act (RTA) and the associated legislation is of significant importance to our members. More than 1,200 of our members belong to the REIV Property Management Chapter, dedicated to the management of residential rental premises.

In response to the Rights and Responsibilities of Landlords and Tenants issues paper, the REIV has consulted an RTA Working Group comprised of senior property managers who collectively represent residential rental properties across Melbourne and regional Victoria.

The REIV has also sought input from its broader membership for this submission.

RTA-General Comments

The REIV believes that at present tenants' rights are adequately represented, both within the RTA and in dispute resolution processes.

In this regard, the REIV considers it crucial that the RTA continues to strike a fair balance for all stakeholders with current legislation in relation to this deemed appropriate.

Two areas of concern - which are not adequately addressed by existing legislation - are short-stay accommodation (such as Airbnb) and share house arrangements. With a greater number of individuals opting to use these arrangements, the REIV deems it imperative that this review clarifies landlord and tenant rights in relation to these areas.

It is vital this review takes into account the needs of all stakeholders, particularly property managers and landlords. Further information on these requirements is provided in this submission.

RTA ISSUES PAPER 3: Rights and Responsibilities of Landlords and Tenants

1. Under what circumstances do tenants encounter unfair treatment or unlawful discrimination?

Tenants who believe they have suffered unfair treatment or are being discriminated against, already have the protection of a range of legislation, including the Equal Opportunity Act 2010. This enables tenants to make a complaint through established channels.

2. What are the obstacles to tenants challenging discriminatory treatment and seeking remedies, and what are the solutions to these obstacles?

There are no obstacles. Tenants have access to the Equal Opportunity Act 2010 and can lodge a complaint through VCAT (the Victorian Civil and Administrative Tribunal). Feedback from REIV members shows tenants are often favoured at VCAT and generally receive a fair hearing.

3. How should tenants and landlords be informed about their rights and obligations in relation to discrimination, for example under the Equal Opportunity Act 2010?

At present, the rights and obligations of landlords and tenants regarding discrimination are included in the Red Book that is handed to each tenant who takes out a residential lease. There is also comprehensive information available for tenants on the website of Consumer Affairs Victoria. These channels provide an array of information to all stakeholders on their rights and obligations - including in regard to any potential or perceived discrimination.

4. What types of information is used by landlords and agents to assess the suitability of rental applicants?

Landlords and agents require credible information to assess whether tenants are suitable for a specific property. Three of the most crucial things a landlord or agent need, include the identity of the tenant, the

tenant's capacity to pay and the likelihood that the tenant will look after the property.

Criteria that is vital to both agents and landlords include (but are not restricted to): previous and current employment, previous tenancies, and the credit history of the applicant.

A critical first step is to view the applicant's driver's licence to verify their identity.

To clarify whether the applicant is able to meet the financial obligations of the lease, a bank statement is often required. In this regard, it is important to note that landlords and agents - who need to be confident the tenant can pay their rent - have in recent times lost access to other information that previously gave them more trust in the system. In the past, there was greater access to a tenant's financial history and it was possible to undertake a credit check.

At present, agents only have access to a tenant's last two rentals. Some prospective tenants are uncomfortable and even, at times, affronted to be asked for this information - and other varied questions.

In this regard, it is important to highlight the financial risk that tenants with a poor rental history, or low capacity to pay the lease, exposes the landlord to. The REIV considers it fair and reasonable to ask these questions to evaluate tenants' suitability.

In addition to requesting the previous two rentals for the tenant, and a bank statement, the reinstatement of a credit check would greatly reduce the risk of rent default and the subsequent impact on VCAT. The REIV recommends the reinstatement of a credit check to clarify a tenant's capacity to meet rental payments associated with a rental property.

One item that does provide some verification regarding this area (a credit check) is the tenancy database. The REIV strongly recommends the retention of a tenancy database as this is the only real means, at present, of verifying some areas of a tenant's capacity to meet the

rental payments consistently throughout the term of the rental – with some leases over a number of years. Further information on this area (tenancy database) is outlined shortly, under Question 8 in this paper.

5. When landlords and agents are provided with information about prospective tenants, what measures can be taken to ensure it is used appropriately?

Privacy laws prohibit misuse of data and information, and provide strong protection for tenants. Agents, in particular, must comply with privacy law regulations and the majority (if not all) shred unsuccessful applications. As the majority of rental homes in Victoria are managed by an agent, this provides a strong reassurance to tenants that their information is being managed effectively and securely.

6. What is your view on the stakeholder proposal to prescribe a standard application form, and what information requests should be required to be included in such a form?

The REIV is currently re-evaluating its standard application form to ensure it remains best practice.

7. What are the benefits and risks of landlords and agents requiring a security deposit from prospective tenants to obtain a key to view the premises?

While this practice is still permitted, it is broadly discouraged by the REIV and can create a risk to the agent or landlord. Feedback from REIV members indicates security deposits are unusual in property management practice in the present day, due to the inherent security risks. This is because there is no way for an agent to ascertain if the prospective tenant has duplicated the key, and they could potentially re-enter the premises at a later date without permission. Insurers will not cover the practice, which can in turn pose a business risk for agents. For this reason, the REIV believes all inspections should be conducted under supervision.

8. What issues arise from the operation of tenancy databases, and how do these impact on prospective tenants?

Tenancy databases are vital for landlords and agents because they provide a tenant's rental history – essential for property owners – and enable a credit check of a candidate, including information on bankruptcy.

Feedback from REIV members indicates about one in 15 applicants will have been declared bankrupt or be discharged from bankruptcy. While tenancy databases include financial records of applicants, such as credit card and phone debt, they do not provide a full overview of a prospective tenant's financial situation. These factors do not necessarily detract from a tenant's application, rather access to this information allows landlords to make a full assessment of the candidate.

As privacy laws only permit collection of personal information for appropriate needs, landlords and agents can be disadvantaged by not having access to information required to make a thorough assessment. While an increase in restrictions has reduced the usefulness of the database, it is still very much required by landlords and agents to assess the suitability of a candidate.

9. What measures do landlords, agents and database operators have in place to protect personal information about tenants and to ensure it is used appropriately?

As previously stated, agents and landlords conform to privacy legislation that prohibits any misuse, or abuse, of personal information. Tenants also have extensive protection within the RTA Act under Part 10A, including Section 439k - Keeping Personal Information - which covers the retention and removal of personal information. In relation to the National Tenancy Database, agents have raised the issue of tenants being automatically 'opted-in' for utility connections. The REIV would like to see this practice amended to being an option, rather than preselected within the database.

10. What is your view on the stakeholder proposal to establish a database that tenants can use to assess the reputation or reliability of a prospective landlord or agent?

It is important to remember, as outlined earlier, that rental properties represent a significant financial investment for landlords. As tenants are already afforded significant protections under the Residential Tenancies Act (RTA), the REIV does not see any merit in establishing a landlord database. The REIV believes there are already clear indicators which allow tenants to judge the reliability of a prospective landlord, such as the condition of the property and its surrounds.

11. What additional information should a landlord be required to give a tenant at the start of a tenancy, if any?

As substantial information is already provided, the REIV does not consider further information to be necessary. However, tenants could be informed that any late payment of rent may affect the landlord's mortgage and may result in penalty interest for the tenant.

12. In what circumstances would the stakeholder proposal of a consideration period be appropriate for a tenancy agreement, and what would be a suitable duration?

The REIV strongly opposes a consideration period for tenancy agreements, as it creates uncertainty for both landlords and tenants. The property would be 'in limbo' as landlords would not be able to show potential tenants the property during this period. The landlord may have to turn down legitimate tenancy applications from other prospective tenants. In this way, it will significantly disadvantage tenants, especially if multiple tenants are looking at the same property. With the exception of the tenant benefitting from the "consideration period", other prospective tenants will be unable to apply. Theoretically, a prolonged stand-off between various landlords and prospective tenants could "freeze" the rental market. The REIV believes that tenants should be required to accept a

rental property within 24 hours of an offer, to ensure that the type of rental market "freeze", outlined above, does not occur.

13. What requirements and approaches, including communication channels and support, should govern the form and service of documents for tenants, landlords and agents?

Feedback from REIV members indicates email is the preferred form of communication for tenants and property managers, particularly for smaller, routine issues. Email has the added advantage of recording when a communication was sent and can be useful if there are ever any disagreements between the two parties. Aside from the current slowness in delivering traditional mail, there is no guarantee the tenant received the notification. The REIV would like to see the Act amended to encourage all stakeholders to agree to electronic communication in tenancy agreements, either in addition to – or instead of – traditional mail. This will increase the likelihood of tenants receiving communication in a timely manner. The REIV considers notifications by email or SMS are appropriate (in addition to sending notices by mail).

14. How should the current statutory duties for both landlords and tenants be reformed to meet contemporary needs?

The REIV regards this as a broad-based question that could include diverse issues such as the provision of regular or cable TV, disruption from sales campaigns, or a legitimate call at present by many body corporates to curtail smoking on balconies.

One contemporary need that is front and centre in the landlord-tenant "debate" at present is share houses and, in particular, Airbnb's. There is a strong need to address the issue of Airbnb's, which have come to the fore in recent years and have created major issues for REIV member agents.

The REIV wants this area clarified, so that Airbnb arrangements are outlawed without prior consent from landlords. Member agents report significant issues arising

from Airbnb arrangements, and that these tenants treat agents with contempt. In one case, an agent who rectified an Airbnb arrangement was told by the individual that they would “simply find another rental property close by to do exactly the same (Airbnb) thing”. It should be pointed out that this type of scenario creates an array of complex and major issues. Airbnb involves the tenant “parting with occupation”; it is not an assignment or sub-let. Existing legislation requires the tenant to obtain written permission of the landlord if they want to assign or sub-let the property. The REIV strongly supports amending this clause to include a reference to parting with occupation and also require tenants to gain written permission from the landlord to “part with occupation”. Written permission would thus be required from the landlord for Airbnb arrangements. This clause, however, would not include an owner who wants to let their property to Airbnb, as it is outside the scope of the RTA. It would also be covered by the Retail Leases Act.

Some other issues that apply to short-stay accommodation relate to “share houses”, which also requires consideration by this review. The REIV believes the names of all the individuals residing in a share house should be recorded as part of the tenancy agreement. This is also a protection for tenants, who can be left with a financial responsibility for any damage or rent arrears that is not their fault.

15. What are your views as to whether the length of time currently allowed for remedying the various breaches outlined in the Act is appropriate? If the length of time is not appropriate, what other time should be specified?

The REIV believes seven days is an appropriate timeframe to remedy breaches of the Act. Some issues must be rectified quickly, and seven days is sufficient. The REIV would also like to see the breach for rent arrears reduced from 14 days at present to seven days. This would align Victoria with neighbouring New South Wales, Australia’s most populous state, which has a seven-day time frame to remedy breaches.

The REIV also believes the Act should stipulate that tenants have a duty to pay the rent on, or before, the due date. This is a critical issue for landlords and continually

impacts heavily on agents. A change to the Act to accommodate this issue is strongly recommended by the REIV.

16. Where a breach notice is issued, should the person who received it have the option of remedying the breach or paying compensation in order to comply with the notice, or should compensation only be permitted where the breach cannot be remedied?

The best approach is for the tenant is to comply with the breach. This should not be an option. If a tenant does not remedy a breach, it should also be a cause to cancel a tenancy agreement. Compensation should be paid where there is negligence, however this should be a last resort for tenants or landlords. A circumstance where compensation could be considered, for example, is an Airbnb party causing damage, which may be proved by the neighbour successfully suing the tenant, as outlined earlier. In this and other cases, the tenant should pay compensation to the owner.

The REIV strongly supports the RTA reinstating arrears to Division 5, which would enable agents to serve two breach notices and then apply for possession on issuing a third breach notice. This would restore landlord’s rights to what it was before the current Act.

17. What, if any measures, should be available for tenants and landlords to address a breach before seeking redress at VCAT?

Mediation is one possibility – it could be cheaper – but the arrangements should be left as they are.

18. Should the Act require initial compliance orders for a breach of duty to be limited in duration, and if so what limitation is appropriate?

The REIV believes a compliance order should be complied with. The order should only expire if the problem is rectified. If a pet soils a carpet, fixing it – an agreement to replace the carpet with like-for-like carpet – will remove the compliance order. However, some form of negotiation should be encouraged in a compliance order. It should show some connection between the tenant and agent

working on behalf of the landlord. There should be no need for VCAT if there is effective communication with the tenant. One estimate is that two thirds of the cases sent to VCAT could be avoided if negotiations were allowed to take place. VCAT, if called on, should also take into account a lack of response to an issue by a tenant. If the tenant deliberately ignored a response, the lack of action should be scrutinised and rectified.

In short, the REIV recommends that the Act allow, and strongly encourage, negotiation between agent, landlord and tenant, which would significantly reduce the burden on VCAT, related costs, and the timeline for rectification of issues that arise.

19. What are the advantages and disadvantages of the current prescribed tenancy agreement, compared with a more comprehensive agreement?

A more comprehensive agreement is strongly recommended by the REIV. The Institute is currently assessing the prescribed agreement and is aiming to enhance this, so that it meets the needs of agents, landlords and tenants.

At present, agents or landlords who add terms to the standard agreement find it hard to ensure that these are adhered to by the tenant. Often, these non-standard terms are also ignored, and even “thrown out” by VCAT – even though the terms are often included as a result of an expressed wish and need by the landlord. One example is pets in rental properties. Some landlords request that pets not be permitted in their rental property, and include this as an additional item to the agreement, which is signed by the tenant. However, at least one REIV member has found the tenant ignoring the agreement, and VCAT then allowed the tenant – and their pet – to remain in the home.

Pets in rental properties are a significant concern to property managers and landlords, as they cause considerable damage, as outlined in previous papers.

20. What arrangements should apply in respect of the inclusion and enforcement of additional contract

provisions that go beyond the prescribed agreement and statutory duties?

Extra clauses can be inserted, (see Question 19 above) but they may not stand up legally. The Act allows such clauses to be included, but they generally can't be enforced, and as outlined above are often ignored by VCAT. This can create significant problems for landlords and tenants. The enforcement of provisions is vital and is strongly recommended.

21. What is the right balance between the interests of tenants and landlords in respect of pets in rented premises? What reforms, if any, are required to current arrangements?

As outlined above, this is a significant issue in rental properties and the review must clarify this area and ensure that pets are prohibited from rental homes, without the express consent of the property manager and landlord.

At present, the Act is silent on pets which is a significant void. The RTA should emphasise that the owner has the right to place a covenant or conditions on pets in a property. Why should a tenant have the right to have an animal inside the property that might go against the wishes of the landlord? Dogs, for example, can soil curtains, leave fur behind, soil the floor or leave behind a stench. The Act should place terms and conditions in the lease, the tenant should agree to them and abide by the conditions. The landlord should have the right to refer a breach to VCAT, which should have an obligation to fulfil the landlord's instructions – words to the effect that VCAT is required to “make reference to the landlord's wishes” would suffice in the RTA. The wording should be explicit on this issue, which can be costly for landlords.

The REIV believes, as outlined in previous issues papers, an additional pet bond should be introduced. This should be in place whether or not a landlord takes out landlord insurance. The bond could be flexible, with increases tied to increases in the rent. If a pet is allowed with the landlord's consent, and there is a pet bond, and if the landlord's insurance must be altered and the premium increased to account for a pet, consideration could be

given to the tenant paying the margin.

Smoking should be subject to similar conditions as pets. Smoking can yellow the walls, stain the paint, leave behind smells, and make it impossible to wash drapes or sponge down walls. The REIV recommends that this area be highlighted for attention within this review.

22. What entry to premises arrangements strike the right balance between the rights of tenants to quiet enjoyment and the rights of landlords to enter premises and what, if any, reforms are required?

The Act needs to be amended to clarify this area, and to allow entry of the premises, particularly for sales and leasing.

In this regard, the Act needs to allow access during sales and leasing processes, for more than one person at a time, and for at least half an hour up to twice per week for up to six weeks.

Under section 86 of the RTA, there are currently limited grounds for entry for open for inspections, and this needs to be amended so that these processes can take place. Open for inspections (OFI's) are vital, in selling and leasing property. If OFI's were banned or constrained, there would be a significant shortage of rental properties as the period to let out homes would be greatly extended and impact heavily on agents, landlords and most importantly, prospective tenants looking to rent a property.

The Act should also set out obligations on photography. It is reasonable for agents to take photos of property for sale or lease. A recent finding by the Victorian Law Reform Commission (VLRC), Photography and Filming Tenants' Possessions for Advertising Purposes, should be referred to and applied.

23. What other issues and factors arise from current arrangements of entering a property that is to be re-let or sold and what, if any, reforms are required?

Agreement between property managers, landlords and tenants is required and access needs to be clarified in the Act, as outlined above.

The REIV also believes that the current 14-day period

for inspections should take place at any time during the 28-day notice period. In this way, the Act should allow for inspections in the middle 14 days - or the first 14 days - which should suit all parties. This would allow the tenant, in the last 14 days, to pack and get organised. If there were more than two inspections a week, the tenant may be given a reduction in rent. Ultimately, the owner has the right to sell because it's his or her property.

24. Does the Act require amendments to accommodate the growth of short-term accommodation platforms? If so, what amendments should be considered?

As outlined earlier, this needs to be rectified within the Act and is a significant issue. Any action on Airbnb's should be dealt with under the RTA, which should be amended to control or eradicate Airbnb's.

25. What other reforms, if any, are required to balance the interests of landlords and tenants in respect of sub-letting and lease assignments?

The REIV has no specific reforms to recommend to balance the interests of landlords and tenants in respect of sub-letting and lease assignments. However, the REIV believes landlords have the right to know who is residing in their property, particularly if identification is required, such as in a fire. The owner has the right to require the identification of those in the property, which is of particular importance in share houses where only one name could be on the lease. In this regard, REIV members believe it would be beneficial to list the names of all those in a share house to be included as part of the tenancy agreement.

26. What issues arise in practice for residents and on-site managers in relation to the use of notices to leave because of violence in managed premises, and should any amendments to current arrangements be considered?

There is need for consideration of bonds and payments for violence-related damage, as previously stated in the REIV's last submission to the RTA review. Tenants who are victims of family violence can make an application

of hardship at VCAT to end a fixed-term tenancy. This should provide an individual who finds themselves in this unfortunate situation with adequate protection. The REIV also supports the immediate return of the bond for demonstrated cases of family violence, which has resulted in the tenant vacating the premises quickly. This should require a VCAT order so that the onus is not on the property manager to make that decision.

In cases of domestic violence, the REIV believes landlords should be able to claim from the Victorian Property Fund for damage or rental arrears. This would resolve any issues much faster and enable affected tenants to vacate properties more promptly.

27. What are your views on the stakeholder proposal that tenants should be able to serve a reduced notice of intention to vacate if they are offered social housing by a community housing provider?

Current arrangements work. Landlords would be affected if they had to cope with a reduced notice of intention to vacate. If offered social housing, tenants can apply to VCAT under hardship provisions.

28. For what reasons should a landlord be permitted to end a tenancy, and what notice periods should a tenant be given?

The current notice periods, with some modifications as outlined in earlier papers (including that a 120-day no specified reason notice should be reduced to 90 days), are appropriate.

Should a tenant's circumstances change, early termination of a tenancy is possible through agreement by all parties.

Further information on notice provisions is included in the REIV's responses to previous RTA issues papers. In these submissions, the REIV suggested Victoria consider NSW legislation in relation to ending a fixed-term tenancy (S107 (4) RTA NSW). This sets out clear compensation guidelines for both parties.

As there is limited scope to end a fixed-term tenancy agreement in Victoria, the REIV believes the 120-day no specified reason notice should be reduced to 90 days.

Where a major issue arises - significant rent arrears, damage to property or danger to neighbouring occupants - the tenancy agreement should be immediately terminated.

Providing greater certainty when a tenancy is terminated, as in the NSW Act, would give landlords greater protection and thus encourage property investors, who now already provide a third of all new dwelling construction.

29. For what reasons should a tenant be permitted to end a tenancy, and what notice periods should a landlord be given?

This was covered in the response above - the REIV reiterates its previous views on notice periods.

30. What remedies or defences should be available to a tenant to prevent bad faith by a landlord who is attempting to end a tenancy?

The issue of preventing bad faith by a landlord trying to end a tenancy is covered in the Red Book. It outlines to tenants what recourse they have available to them. As outlined earlier, if a tenant is concerned about this type of "bad faith", and the issue is put to VCAT, the tenant generally receives a favourable hearing. In this regard, there is clearly no need to change current practice.

31. What are the appropriate approaches to compensate a landlord where a tenant breaks a lease?

If a tenant breaks an agreement, there should be some compensation, as is set out in the NSW legislation. The compensation, or break fee, would be affected by the length of the lease. In NSW, if the fixed term of the agreement is for three years or less, the break fee is six weeks rent if the tenant moves out in the first half of the fixed term, and four weeks rent if the tenant leaves in the second half of the fixed term. The latter time period is in line with bond practices in the other states: four weeks' rent is the basis of all bonds, with some modifications in each state (as outlined in table 2.1 Inter-jurisdictional bond practices, in the "Rents, bonds and other charges", Issues Paper within this RTA Review).

32. What, if any, additional protections should be provided to a tenant who breaks a lease or wishes to end a lease early due to circumstances such as financial hardship, family violence or illness?

The RTA and this paper already cover tenant issues relating to financial hardship, family violence and illness. As outlined earlier, current arrangements are appropriate and should not be changed.

33. What arrangements should apply to goods that a tenant leaves behind at the end of a tenancy?

The current practice - getting rid of abandoned goods through CAV - works well, but the main problem is if someone leaves something valuable. The main requirement being that papers must be stored.

34. Are there any issues in relation to other rights and responsibilities that occur before, during, or at the end of a tenancy not discussed in this paper that should be considered in this Review?

Property defects can be a serious issue. For example, mould can occur due to flooding, a broken pipe, a broken storm water drain or the incapacity of gutters to cope with a sudden downpour. Mould can be dangerous, potentially undermining the structure and amenity of a dwelling. Such a situation underlines the need for clear communication channels and understanding between landlord and tenant. It is not good enough to let the insurance company sort it out.

The Act should be more specific on a number of "duties". The Act specifies it is the duty of the landlord to provide a lock on external doors and windows. In fact a lock on a window can be dangerous, such as in a fire. Older windows have a catch so that a window cannot be opened from outside, which may be considered an alternative.

Regarding a tenancy agreement, the Act needs to be tightened up in its wording. The application form for a lease is a signed document; importance is placed on the document. However the Act says a tenancy agreement can be verbal or implied. There is a conflict between the two - the importance of the document and the

stipulation it is reasonable if the agreement is supported verbally or implied. It is important to make a range of agreements binding.

35. For tenants experiencing family violence, what changes to the Act will further promote their access to safe and sustainable rental housing?

The issue of family violence and access to safe accommodation is an issue for public housing, not privately owned properties. The RTA is not, and should not, be equipped to deal with this.

36. How are the interests of the landlord best protected in circumstances where family violence impacts on an existing tenancy?

The REIV supports current provisions that allow tenants who are victims of family violence to make an application for hardship at VCAT. In addition, the REIV would support the immediate return of the bond for demonstrated cases of family violence where the tenant needs to vacate quickly. However this would require a VCAT order so that the onus was not on the property manager or landlord to make that decision.

Further, in cases of domestic violence, the REIV believes landlords should be able to claim from the Victorian Property Fund (VPF) for damage or rental arrears, which would fast-track rectification and further enable tenants to vacate properties more promptly as outlined earlier.

37. Does the Act need to specifically deal with the conduct of agents acting on behalf of landlords, and if so what reforms should address this conduct?

The Estate Agents Professional Conduct regulations require agents to act fairly and honestly in dealing with tenants. This issue is already covered extensively in these regulations and does not need to be included in the RTA.

Summary

The REIV thanks Consumer Affairs Victoria (CAV) for providing the opportunity to deliver input to the issues paper on the Rights and Responsibilities of Tenants and Landlords. The REIV's key findings include:

- The notice period for 'no specified reason' should be reduced from 120 days to 90 days, aligning Victorian legislation with other states.
- The REIV strongly believes 'Airbnb' should be outlawed without the specific permission of the landlord. Airbnb is not an assignment or sub-let, but instead involves a tenant "parting with occupation" and should require the written permission of the landlord.
- The names of all individuals residing in a share house should be recorded as part of the tenancy agreement. This also provides protection for tenants, who may be left with a financial responsibility for any damage or rent arrears that is not their fault if one of the original tenants has departed.
- A breach of notice for rent arrears should be reduced from 14 days to seven days, as outlined in previous REIV papers to the RTA review.
- Tenants who believe they have suffered unfair treatment or discrimination are already afforded significant protections under the Equal Opportunity Act 2010.
- The REIV believes pets should be prohibited from rental homes without the express consent of the property manager and landlord.

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