

Re: Consultation Paper Minimum standards for rental properties and occupancy law reform Proposed reforms to the Residential Tenancies Act 1997

12 September 2024

Thank you for the opportunity to provide comments on the proposed amendments. Our comments are attached.

We look forward to continuing to participate in RTA reform processes.

Regards

Travis Gilbert

CEO, ACT Shelter

Acknowledgement of Country

ACT Shelter proudly recognises the rights of Aboriginal and Torres Strait Islander peoples to own and control their cultures and pays our respect to these rights. ACT Shelter acknowledges the need to respect and encourage the diversity of Indigenous cultures and to respect Indigenous worldviews, lifestyles and customary laws. We extend our respect to the Aboriginal and Torres Strait Islander women who for thousands of years have preserved the culture and practices of their communities on country. This land was never surrendered, and we acknowledge that it always was and will continue to always be Aboriginal land.

1. Introduction

ACT Shelter is the peak housing body in the ACT. It is a not-for-profit organisation funded by the ACT Government to provide advocacy and strategic advice on systemic housing issues affecting people in the ACT. We are an informed and independent voice on housing policy issues affecting the ability of people on low, moderate or no incomes to have a home that is safe, secure, appropriate, and affordable. The right to adequate housing for all Canberrans underpins everything we do.

This submission highlights issues of particular importance to renters to ensure that the ACT has model regulation for all rental tenures. We readily acknowledge that the ACT Government should be congratulated on many positive aspects of the Residential Tenancies Act (RTA) that have been the result of various consultations over the years. This consultation is welcomed because it does address some outstanding issues. We have addressed the questions provided in the discussion paper. We support and draw attention to the submissions of Canberra Community Law, ACTCOSS, Energy Consumer Australia and the Conservation Council ACT.

2. Minimum standards for rental properties

ACT Shelter, along with other renter support and advocacy organisations, has always sought and supported comprehensive minimum standards in all rental properties. We acknowledge that this is now a principle included in the National Cabinet Better Deal for Renters reform package. As noted in the recent national rental report card on progress against the package priorities¹ the ACT has taken significant steps towards the principle of phasing in standards by creating the mechanism; however this consultation is the crucial step in actually achieving improvements for renters in their homes.

It is essential that this is addressed as a right to housing but also as a basic consumer right. The Australian Consumer Law creates guarantees that automatically protect

¹National Shelter, National Association of Renters' Organisations, *The rental report A performance report on the progress of A Better Deal for Renters August 2024* <https://shelter.org.au/national-cabinet-rental-report-card/>

Australian consumers and give them the rights they expect. The law is applied consistently across the country, providing certainty for businesses and consumers alike. Consumers know that if they have a problem with something they buy, then they have the right to a repair, refund, or replacement. But the residential rental market is not functioning in this way. Australians who rent are living in homes that are in desperate need of repairs, and unlike in any other market for consumer goods, they are unable to assert their rights to a remedy because they fear eviction or an unreasonable hike in rent. As noted in the 2018 Disrupted report – “As a consumer experience, Australians expect and deserve better. Imagine paying tens of thousands of dollars a year for an important product, only to find that there is a greater than 50% chance there are problems with it – and compound that with being unable to request a remedy for fear of negative repercussions. It is evident that the system is broken.”².

Some of our responses to the consultation questions are brief due to a lack of resources and expertise in some areas such as energy efficiency and we note our support of the more detailed submissions of our colleagues whose experience we value, as noted above. We will also draw your attention to work already undertaken in some of these areas such as the Community Sector Blueprint³ by the Healthy Homes for Renters coalition, a core document for the Healthy Homes for Renters collaboration, endorsed by more than 80 community organisations and drawing upon the diverse expertise of members and supporters across issues relating to energy efficiency and rental standards. The Blueprint takes a principles-based approach and provides an outline of key characteristics that should be present in the National Framework for Minimum Energy Efficiency Rental Requirements.

2.1. Proposed standards

Would you support the list of minimum standards at Appendix 1 being introduced in the ACT?

Yes. ACT Shelter has long advocated for minimum standards as has National Shelter, guided by the work of the National Association of Rental Organisations. We are very conscious that this is a list of minimum standards that as demonstrated in the consultation paper already do consider standards that exist or are planned in other jurisdictions. As noted above it is a serious deficiency in our tenancy law that “housing consumers’ do not have the same basic legal protections as all other consumers in relation to the quality of goods they are purchasing.

² National Shelter, National Association of Tenants’ Organisations, Choice (2018), *DISRUPTED The consumer experience of renting in Australia*, <https://shelter.org.au/site/wp-content/uploads/Disrupted-2018-Report-by-CHOICE-National-Shelter-and-NATO-Web-Version.pdf> accessed 9 September 2024, p5

³ Healthy Homes for Renters, <https://www.healthyhomes.org.au/news/community-sector-blueprint>, accessed 9 September 2024

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Type of standard	Proposed Standard	Comments
Locks - doors	<p>The property's external entry doors must:</p> <ul style="list-style-type: none"> • have functioning deadlocks (a 'deadlock' is a deadlatch with at least one cylinder), OR • be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside. <p>Note: This requirement would be subject to any National Construction Code requirements in relation to door hardware (for example, in Class A unit complexes where doors must be fire rated, locks must comply with fire rating requirements)</p>	Agree
Locks - windows	<p>The property must have functioning locks or latches on all external windows that are capable of opening and which can be reached from the outside of the property without a ladder.</p>	<p>Agree. However, for it must be noted that following some child deaths consideration has been given in other jurisdictions to safety not just security, namely in NSW requiring safety devices: The proposed changes would affect windows that can be opened, where the windowsill is less than 1.7m above the floor and where the floor is 2m or more above ground. Window safety devices include screens, locks or any other devices that:</p> <ul style="list-style-type: none"> • restrict the window opening to less than 125mm • resist forceful opening of windows (up to 250 newtons – equivalent to 25kg) • have child-resistant release mechanisms – if the safety device can be removed, overridden or unlocked.⁴
Ability to screen visitors	<p>The property must have an ability to safely screen visitors e.g. a suitably placed window, lockable screen door, peephole, security chain or intercom system.</p> <p>Note: This requirement would be subject to compliance with any National Construction Code requirements in relation to fire safety. (for example, fire safety requirements may not permit the installation of screen doors in unit complexes or the use of security chains. Further, any peephole would need to be fire rated).</p>	Agree
Windows - coverings	<p>The property must have privacy coverings for windows in all rooms where the tenant could reasonably expect privacy, such as bedrooms and living areas. Privacy coverings:</p> <ul style="list-style-type: none"> • include blinds curtains, tinting and glass frosting • do not apply if the line of sight of someone outside the property and someone inside the property is blocked, for example if the window is obstructed by a fence, a hedge, tree, or other feature of the property. 	Agree. Note that window covering as much more than privacy
Windows - flyscreens	Windows that are capable of being opened must have a flyscreen.	Agree but too broad especially in relation to security implications of ill-fitting screens
Structural soundness	The property must be structurally sound and weatherproof.	Agree
Electrical safety	Rental properties must have modern switchboards, with circuit breakers and electrical safety switches installed.	Agree
Ventilation	Rental properties must have adequate ventilation in all habitable rooms including the kitchen, bathroom, shower, toilet and laundry.	Agree, however there must be further detail .

⁴ NSW Planning, NSW Government,

<https://www.planningportal.nsw.gov.au/draftplans/under-consideration/amendments-window-safety-regulations> accessed 13 August 2024

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Type of standard	Proposed Standard	Comments
Draught proofing	<ul style="list-style-type: none"> • All external doors to the rented premises are to be fitted with sealing or weather-stripping products that restrict airflow around the entire perimeter of the door but do not impair the normal operation of the door; and • Unsealed wall vents are to be fitted with a product made of robust non-shrinking sealing material that seals or closes the vent; and • Unreasonable gaps or holes around door and window frames, construction joints and wall linings, skirting and floorboards, and wall penetrations from services and appliances are to be sealed with caulking or expandable sealing products. <p>Exemptions could apply where the property has a flued space heater or open flued gas appliance (including cooking appliances without range hoods), in Class A units where the owners corporation rules or other legal requirements prevent the fitting of sealing or weather-stripping products to external doors, where the property is heritage listed and draught proofing measures are not approved or where it is otherwise unreasonable to draughtproof the rental premises.</p>	Agree
Mould and damp	All rooms must be free from mould and damp caused by or related to the building structure (i.e. this does not include cases where mould or damp has been caused by the tenant).	Agree
Lighting	Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room. At night, tenants should have access to artificial light.	Agree
Kitchen	<p>The property must have a kitchen with:</p> <ul style="list-style-type: none"> • a dedicated cooking and food preparation area • a sink in good working order connected to a reasonable supply of hot and cold water suitable for drinking • a stovetop in good working order that has two or more burners. <p>If there is an oven, it needs to be in good working order.</p>	Agree, however we are concerned about not including a working oven.
Bathroom	The property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water. The property must provide privacy in bathroom areas.	Agree
Toilets	<p>The property's toilet must be in good working order and connected to either:</p> <ul style="list-style-type: none"> • pipes that carry the sewage to a treatment plant • a wastewater treatment system permitted under the <i>Water and Sewerage Act 2000</i> and authorised under the <i>Public Health Regulation 2000</i>. <p>The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.</p>	Agree
Laundry	If there is a laundry on the property, it must be connected to a reasonable supply of hot and cold water.	Agree
Bins	Landlords must supply an (external) rubbish bin and a recycling bin for the tenant to use.	Agree, however the list should be broadened to include other additional recycling bins that the ACT may introduce

Would you suggest any different or additional minimum standards being introduced? If so, what standards would you propose and why?

We note that some elements do have more than one benefit/role. A few points:

- Ability to screen visitors refers to lockable screen doors, if they can be installed these are also important in relation to ventilation and energy efficiency for warmer weather in the same manner as flyscreens for windows. Additionally, they are crucial for safety and security.
- Window coverings are not only necessary for privacy, appropriate treatments are vital for energy efficiency and this should be referred to in the standards with perhaps a reference to energy efficiency provisions.

We anticipate that the changes resulting from this consultation and work will be reviewed and there will be opportunities to adjust whatever standards are introduced.

2.2. Phase in Periods

If the above list of minimum standards were to be introduced, how long do you think landlords should be given to make their properties comply with the standards?

It is reasonable that phase in periods that consider the cost of and time implications of addressing each standard, i.e. the cost of locks compared with that of appropriate window coverings or structural work.

We note that in the past Housing ACT was provided with an extended period to undertake and complete upgrades required by RTA amendments, this was due to the reality of time needed due to the number of properties. If such a delay is introduced it must be transparent and .

Do you think a longer phase in period would be required for some standards? If so, which standards do you think would require a longer phase in period and how long should that period be?

We would welcome further consultation in relation to this aspect.

2.3. Exemptions

If the above list of minimum standards were to be introduced, do you think that any of them should be subject to exemptions?

Exemptions weaken standards. The intention of standards is to set an acceptable base level for all rental properties to ensure that all tenants can expect habitable and safe homes. If any exemptions are considered they must be only due to unreasonable difficulty or cost. These are minimum standards and exemptions must be at an individual level with landlords and housing providers being required to make an application to ACAT and demonstrate why.

2.4. Water Efficiency

Should fixtures, fittings and appliances (including wash basins, kitchen sinks, shower heads, toilets and dishwashers) be required to meet a minimum water efficiency rating?

Yes. Considering the ACT Government's commitment to water and energy efficiency it is important to have this apply to tenanted properties to ensure equity for all Canberrans in their homes, especially considering that tenants do not have the ability to make many changes to their homes, yet they bear the cost of not having them.

If water efficiency rating requirements are introduced, do you think they should:

- ***be included as part a minimum standard for the property (be required at all times);***
- ***only be required if the landlord wants to pass on the water consumption costs to the tenant (the Queensland approach); or***
- ***only be required for end-of-life replacement of items (the Victorian approach)?***

It is reasonable to be guided by the experience of the other jurisdictions.

2.5. Requirements in relation to heaters and coolers

Do you think the ACT should introduce a minimum standard which requires rental properties to have a fixed heater and cooler (or reverse cycle air conditioner) in the main living area of a rental property (with appropriate exemptions for circumstances where this may not be feasible)?

Yes. This is a reasonable requirement for the ACT environment.

2.6. Additional energy efficiency standards

Should the ACT introduce energy efficiency requirements for any heaters, coolers and hot water heating systems at rental properties? Alternatively, should ACT rental properties be required to meet an overall star rating for energy efficiency?

There should be clear requirements for heaters, coolers and systems to dissuade the purchase and installation of sub-standard appliances, the existence of such appliances is the very reason for the need for these standards. This should be matched with a longer-term requirement regarding star ratings, in this we are guided by the work and expertise of the Conservation Council ACT (CFACT).

If energy efficiency requirements for appliances are introduced, do you think they should:

- ***apply as part of a minimum standard for the property after a certain date; or***
- ***only be required for end-of-life replacement of items?***

A clear deadline is essential for clarity for all parties, it ensures that there are no arbitrary decisions about "end-of-life".

2.7. Transitioning away for gas appliances

In view of the ACT's commitment to electrify, do you think landlords should be required to replace existing gas appliances (e.g. heaters, hot water heaters and cooking appliances) with electric appliances when the gas appliance reaches end of life (with appropriate exemptions when this may not be feasible e.g., unit complexes where the transition may be more complicated or expensive)?

Yes. This ensures consistency for all people living in the ACT given the Integrated Energy Plan and the commitment to electrify all feasible public and community housing by 2030.

2.8. Energy efficient window coverings

Should the ACT consider minimum standards for thermally efficient window coverings?

This is essential, as already noted in the table. Window coverings are not only important for privacy but essential for living in the extremes of the ACT climate.

2.9. Gas/electrical / smoke alarm safety checks

Should landlords be required to conduct electrical and gas safety checks (using licenced electricians or gas fitters) every 2 years? Should landlords be required to check smoke alarms every year?

Yes, it is in the interest of all parties to ensure that safety checks are regularly done. This should be something that is done as a matter of normal cyclical maintenance.

2.10. Imposing safety obligations on tenants

Should tenants have safety obligations to prevent them from removing, deactivating, or otherwise interfering with safety devices (such as smoke alarms, other fire safety equipment, pool fences etc) at the premises?

The RTA already imposes clear obligations on tenants relating to damage and care of the premises. This is not necessary.

2.11. Minimum standards

Do you have any other comments on minimum standards?

- Minimum standards should apply to all rental housing. We note that the commitment to all rental housing in the National Cabinet Agreement A Better Deal for Renters, point 9. To achieve this standards must not just apply to tenanted properties but all properties covered by the RTA, namely all occupants. We do acknowledge that this is considered and addressed in the second part of the consultation document.
- The importance of community education in relation to all of the resultant changes cannot be ignored. Unless reforms are comprehensively promoted across the ACT community they will not achieve any real change, We urge the use of the Office of the Rental bonds data to reach as many renters as possible and not rely on stakeholders and media..

Do you have any other comments on other requirements or obligations about the condition of the property?

We urge the ACT Government to consider the creation of a Housing Safety Authority as exists in South Australia with a substandard property register⁵ and associated legislation such as the Housing Improvement Act⁶ to provide for measures to address housing that is unsafe or unsuitable for human habitation; to control the rent of unsafe or unsuitable housing; and for other purposes. The introduction of such mechanisms would be a substantial step beyond just creating standards, i.e. by ensuring those standards are enforceable and met.

3. Occupancy provisions

ACT Shelter welcomes the ACT Government's willingness to look at existing occupancy provisions considering the impact of this light touch regulation on a cohort of renters that are often some of the most disadvantaged people living in our community. We readily acknowledge that it is positive that the RTA does encompass nearly all renters in the ACT and that the occupancy principles do provide some protection for people in their homes in a way that is not available to people living in other jurisdictions. However, their broad nature leaves too much scope for situations that are unfair and greatly disadvantage occupants when compared to their counterparts living as tenants. The reliance on a grantor being "reasonable" in relation matters is too broad to be useful and there must be regulation that stipulates what the elements of reasonableness are.

The reality is that living in other forms of rental is generally not a choice but people taking the only options open to them because they cannot access tenancy tenures due to cost, discrimination or other issues that disadvantage them in the tenancy market.

Reflecting the national Better Deal for Renters reforms in changes to occupancy provisions ensures fair rental and housing justice for all renters, not just tenants. We refer to the Canberra Community Law (CCL) submission for detail on more aspects of housing as a human right and the role of occupancy reform in addressing homelessness.

3.1. Introducing a requirement for grantors to apply to ACAT to end an occupancy agreement

Should grantors be required to apply to ACAT to end an occupancy agreement where the occupant does not leave the premises after being given notice to do so?

A significant element of the reforms must be termination through ACAT when the occupant does not vacate after being given appropriate notice. This ensures fair

⁵ [Substandard property register | Housing Safety Authority](#)

⁶ [Housing Improvement Act 2016 | South Australian Legislation](#)

termination grounds and processes for some of our most vulnerable people. Termination in many occupancies is bound to lead to homelessness and all regulatory steps must be taken to ensure this process is transparent and fair.

If this requirement is introduced, should it only apply to agreements over a certain length of time? If so, after what length of time do you think the requirement should apply?

No. We refer to the CCL submission relating to the need for this change.

If this requirement is introduced, do you think it should not apply in certain circumstances (e.g. where the grantor also lives at the occupancy premises)?

No. The arguments for these exemptions generally demonstrate the lack of knowledge of other laws that relate to domestic situations. For clarity, the domestic and family violence provisions could be extended to occupancies.

3.2. Mandatory grounds for ending an occupancy being included in all occupancy agreements

Should this list of grounds for ending an occupancy agreement be included in all occupancy agreements? Why / Why not?

- ***Occupant experiencing significant hardship***
- ***Occupant experiencing family violence • 3 weeks notice (where occupancy is not for a fixed term)***
- ***Grantor is in breach***

Grounds for grantors should reflect those for landlords. Grounds for occupants should include: breach by grantor, domestic violence, hardship in a fixed term and three weeks notice if not in a fixed term.

3.3. Minimum notice periods to end occupancy agreements for unpaid fees

Should grantors be required to give an occupant a period of at least 7 days to repay any outstanding occupancy fees before they can issue a notice to vacate the occupancy premises?

Yes. Minimum notice periods must apply. There is no justification for refusing this for occupants,

Should grantors be required to give an occupant at least 2 weeks notice (after having given the occupant 7 days to pay their outstanding fees) where they propose to end the occupancy agreement on the basis that the occupant is in occupancy fee arrears?

Yes.

Do you think there are other grounds for ending an occupancy agreement that should be subject to a minimum notice period? If so, what grounds and what notice period would you propose?

Considering experience of 24 hours notice or less arbitrary periods, minimum periods should be established that reflect tenancy notice periods. Noting that there are other

laws in place to exclude or remove people from premises rather than ending their agreements.

Given the nature of occupancies and how some are supposed to differentiate from tenancies in that they are supposed to be a short term alternative to a tenancy, giving associated flexibility to both parties, some notice periods could be shorter if the intention is only to provide short-term accommodation.

3.4. Introducing a cap on fees / compensation when a fixed term occupancy agreement is ended early

Do you think there should be a cap placed on the fees that can be charged or compensation that can be sought when an occupant ends a fixed term occupancy agreement early?

This must reflect tenancy provisions and be transparent, reflecting costs that in reality reflect what would be awarded in a compensation claim.. Arbitrary fees should not be permitted. .

If there is a limit placed on the fees / compensation for ending a fixed term occupancy early, do you think that the limit should be:

- ***4-6 weeks (depending on whether less than half or more than half of the agreement has elapsed respectively – as is the case with tenancy agreements); or***
- ***A different cap if so – what cap would you propose?***

Reflecting tenancy provisions is fair.

3.5. Maintenance and repair obligations for grantors and minimum standards for occupancy premises

Should grantors be required to maintain an occupancy premises and conduct repairs within specified timeframes (as soon as practicable for urgent repairs and within 4 weeks for non-urgent repairs)?

It is outrageous that there are no obligations on grantors in relation to maintenance and repairs. The only obligation for the condition of a property is imposed on occupants, and that is in relation to bonds. It is imperative that any reforms include introducing these obligations.

Aside from consistency with tenancy provisions all occupants should be able to expect that their accommodation is habitable, safe and secure and meets acceptable standards.

Should occupants be given the ability to apply to ACAT for an occupancy fee reduction (or other related orders) if repairs to the occupancy premises are not conducted within the required timeframe?

Yes. Occupants pay for their accommodation and should be entitled to compensation if it is not adequate.

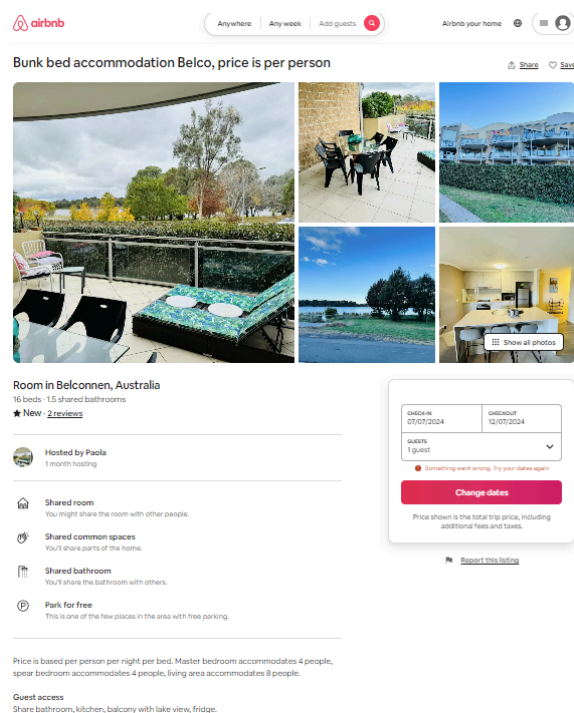
Should the Government be allowed to set minimum standards for occupancy premises?

Yes, for the same reasons that minimum standards should apply to tenanted properties. Minimum standards apply to other consumer goods and services, it is essential that this extends to accommodation.

If so, what minimum standards should apply?

In most circumstances the same as those that apply to tenancies. However, it may be that some forms of accommodation need different considerations, such as shared accommodation that is not a normal house/unit. In such circumstances the standards need to ensure safety, security and livability for residents.

Case study: A current ad:



“Bunk bed accommodation in Belconnen, 16 beds, 1.5 shared bathrooms. Price is based per person per night per bed. The main bedroom accommodates 4 people, the spare bedroom accommodates 4 people, and the living area See this example of shared housing – Bunk bed accommodation in Belconnen, 16 beds, 1.5 shared bathrooms. Price is based per person per night per bed. The main bedroom accommodates 4 people, the spare bedroom accommodates 4 people, and the living area accommodates 8 “people.”⁷

Note comment from an occupant – Great value for this accommodation. The

apartment looks like a hostel, with 16 bunk beds divided over 3 rooms, unfortunately the doors between the rooms were removed so there was little privacy. Since all rooms were filled with beds, there was no place for other furniture, except for on the balcony.

This property would not meet the Victorian Rooming House minimum standards⁸.

Properties such as this pose a very real danger to the safety of occupants of both the unit but potentially neighbours

⁷ <https://www.airbnb.com.au/rooms>, accessed 11 September 2024

⁸ Consumer Affairs Victoria, [Rooming house - minimum standards - Consumer Affairs Victoria](#), accessed 9 September 2024

3.6. Fee increases in occupancy agreements

Do you think the Principles should be amended to include a frequency limit on occupancy fee increases (e.g. so that fees can only be increased once every 12 months)?

At a time when governments are focussed on rents and rent increases it is imperative that limits are expanded to occupancies. There is no justification for occupancies being treated differently.

Do you think the Principles should be amended to include a limit on the amount by which occupancy fees can be increased?

Yes. There is no justification for occupancies being treated differently.

If a limit were to be placed on occupancy fee increases, do you think it should:

- ***apply the same rules that apply to rent increases as currently apply in tenancy agreements?***
- ***be limited simply by a requirement that the fee increase be 'reasonable' or 'not excessive'?***
- ***be limited in another way?***

The current problems with the occupancy problems are due to their broad nature and lack of detail. Relying on vague references to reasonableness has not been sufficient in the past 20 years. Greater detail is necessary and consistency with the current tenancy rules is equitable and easily adaptable, especially with the new rent calculator.

Where occupancy agreements provide additional services in addition to accommodation (e.g. utilities, cleaning, catering etc) do you think the accommodation component of the occupancy fee should be charged separately to the remainder of the service charges?

We support the separation of these elements to ensure transparency and fairness.

3.7. Tightening the definition occupancy agreement to prevent misuse

Do you think the definition of occupancy agreement that is used to capture boarding house style arrangements should be amended to capture only agreements that provide access to shared facilities and the provision of domestic or other support services?

Yes. The definition of occupancy has been constantly problematic, leaving the way open for "informal" boarding houses (as noted above) where people live in a shared property long term and are by any other consideration tenants – they pay rent, there are no services provided, the intention is long term living. The property owner uses the current definition to determine these people are occupants and therefore have significantly less rights than they have as tenants.

Rewording aspects of definition of occupancy is essential, in particular "shared facilities" because this has an impact on shared tenancies. We support the amendment to

*to exclusively occupy a sleeping space in a building with other sleeping spaces with related access to shared facilities **and** the provision of domestic **and/or other support** services.*

The combination of these elements is what sets short term boarding and lodging accommodation apart from shared tenancy accommodation.

Do you have any other comments or feedback on whether there is a risk that some people are using occupancy agreements, instead of tenancy agreements, and giving people fewer legal rights?

See the example provided above.

Also see below for points regarding the need for registration of legitimate short term rentals.

3.8. Clarifying dwelling ownership in caravan parks

Do you think it would be beneficial to include a provision in the Act which clarifies that:

- ***a residential dwelling in a residential park is not to be regarded as a fixture, regardless of the manner it is attached to the land (unless the parties explicitly agree otherwise); and***
- ***a fixture added to a site by a residential dwelling owner remains the property of the homeowner and does not become part of the land? Why /Why not? Do you have any comments or concerns about the proposed approach to clarifying ownership of dwellings in these circumstances?***

Do you think there should be exemptions from the proposed rule? If so, what exemptions would you proposed and why?

We defer to the CCL submission in relation to caravan parks

3.9. The definition of dwellings in caravan parks

Do you think it would be useful to include an additional definition in the Act to capture structures that consist of a 'caravan plus annex'?

We defer to the CCL submission in relation to caravan parks

3.10. General questions on occupancy laws

Do you have any other comments you wish to make about the proposals relating to occupancy law reforms in this paper?

No.

Do you have any other suggested changes to occupancy laws that you think the Government should consider?

- Registration of all boarding/rooming houses such as in other jurisdictions:
 - Victorian rooming houses must be registered with the local council. The council may inspect the rooming house to see if it meets the standards set out in the [Public Health and Wellbeing \(Prescribed Accommodation\) Regulations 2020](#). These standards include (but are not limited to):
 - at least one toilet for every 10 people
 - at least one bath or shower and one washbasin for every 10 people
 - continuous and adequate supply of hot and cold water to all toilet, bathing, laundry, kitchen and drinking water facilities

- rooms and communal areas in a clean and well maintained condition.
- Rooming houses must have adequate and well-maintained hard-wired smoke alarms to protect residents. Refer to the [Building Regulations 2018](#) for more information⁹.
- In NSW to make sure boarding houses are maintained to high standards, the Boarding Houses Act 2012 has:
 - established a public register of boarding houses in NSW
 - increased inspection powers for local councils
 - introduced occupancy rights for people living in boarding houses
 - modernised the laws that apply to boarding houses accommodating people with 'additional needs'¹⁰.
- Registration of short term rentals. The proliferation of these tenures and the prospect of abuse of vulnerable people should be enough to consider a registration scheme. Thought should also be given to a registration scheme for landlords.

4. Other Better Deal for Renters Issues

With regard to addressing the need for strong protections for all renters during a time of ongoing and long-term shortage of supply and financial hardship across the country, the ACT Government is to be commended on many of the provisions in our RTA. Indeed we are happy to report that in national meetings with Shelters and tenants' support and advocacy services, the ACT is often held up as a model for the development of regulation. This current consultation process is another positive example and we look forward to working with JACSD on addressing the other issues in the BDR package. We are also keen to hear progress reports from jurisdictions.

We do have to note that the BDR reforms, while groundbreaking as a commitment to nationally consistent elements of tenancy and renting legislation, do not adequately address some of the major issues for renters. These elements were articulated by tenancy law specialists across the country in last year's report, "[The National Nine – Principles for Strengthening Renters' Rights](#)"

We would like to take this opportunity to provide the updated table attached showing how the Principles compare with the National Government reform agenda. It is hoped that in the ACT we will be working towards achieving the National Nine Principles.






⁹ [Rooming house – minimum standards – Consumer Affairs Victoria](#)

¹⁰ [Boarding houses | NSW Fair Trading](#)

Appendix 1

The rental report – A performance report on the progress of A Better Deal for Renters August 2024¹¹

To assess the progress of the Better Deal for Renters NARO members considered how their relevant jurisdiction had fared against the nine provisions the Better Deal. This included an assessment of their rental regulations in August 2023, and then in August 2024. The relevant elements were colour coded against progress.*

	No progress made towards the reform. This includes public refusal by relevant government to consider the measure.
	Has started to make some progress toward the reform but substantial work is still needed. Progress could include having commenced a consultation process with clear timeframes and agenda. This does not include only announcing consultation. Have made changes to their regulatory regime but the changes fall well short of the National Cabinet reform agenda.
	Have made considerable progress towards the reform. This could include legislation before the parliament that meets the National Cabinet reform agenda and is expected to be adopted. Have adopted measures but these fall slightly short of the National Cabinet reform agenda.
	Has adopted the reform as stated in the Better Deal for Renters
	Has adopted a reform that exceeds the Better Deal for Renters

PROGRESS ON DELIVERING A BETTER DEAL FOR RENTERS - ONE YEAR ON

	QLD	NSW	ACT	VIC	TAS	SA	WA	NT
Nationally consistent policy to remove 'no grounds' evictions								
Fit for purpose appeals against retaliatory evictions								
National standard of no more than one rent increase per year								
A ban on soliciting rent bidding								
Support for tenants experiencing domestic or family violence								
Limit break lease fees for fixed term agreements								
Make rental applications easier and protect renters' personal information								
Options for better regulation of short stay residential accommodation								
Phase in minimum rental housing standards								

¹¹ <https://shelter.org.au/national-cabinet-rental-report-card/>

Appendix 2

National Rental Reform Comparison – Government Reform Agenda and Tenancy Advocate Issues

National 9 Principles	BDR Reforms	Comments
Remove all no cause evictions	<ul style="list-style-type: none"> Genuine reasonable grounds for evictions Address retaliatory evictions 	The ACT meets both the BDR objectives and is the only jurisdiction to also meet the Principles. This is a significant achievement for security for tenants. We are very keen for these protections being extended to all renters in the ACT.
Stronger protections and limits on rent increases	No more than one rent increase per year for a tenant	The ACT rent increase provisions regarding limits on excessive increase is a model for other jurisdictions. However they are not perfect and the recent changes addressing loopholes (including that relating to including consecutive agreements) are welcomed, and our outstanding issue is noted in the discussion above.
Clearly articulated basic minimum standards for all rental properties including energy efficiency	Phase in minimum quality standards for rental properties (e.g. stovetop in good working order, hot and cold running water)	As noted in our previous submission we acknowledged the steps already taken and our responses to the current proposals are included above.
Compliance - penalties and enforcement, tenancy support/advocacy, property standard checks, landlords registration/licencing		<p>This issue is not addressed nationally, and this lack of commitment is disappointing. Compliance is a crucial element of effective regulation.</p> <p>Unfortunately the only element addressed adequately in the ACT is funding of some tenancy advice and support.</p>
Bonds lodged with independent authority and interest used for the benefit of renters		It is dismayng that this is not part of the national government reforms. The ACT does meet this principle, although we have some issues that we are keen to discuss in relation to sharing data..
Protect private information- collection and use, including applications and unlawful discrimination	<ul style="list-style-type: none"> Prescribe a rental application form in each jurisdiction, with required documents limited to two in each of the following categories: identity, financial ability to pay rent, suitability; 	This is only addressed in a few jurisdictions, and not in the ACT. We look forward to working with JACSD on these issues.

ACT Shelter

National 9 Principles	BDR Reforms	Comments
	<ul style="list-style-type: none"> • Require the destruction of renters' personal information three years after a tenancy ends and three months after tenancy begins for an unsuccessful applicant; • Require tenants' personal information to be provided and corrected within 30 days of a request by a tenant or prospective tenant; and • Specify information not allowed to be collected from a tenant or more generally (e.g. disputes with landlords) 	
Free advice, assistance and advocacy to meet demand (including funding NARO)		It is very disappointing that this was not an element of the BDR Reforms. It is something that all jurisdictions meet, at least to some extent. We note that the ACT no longer funds a specialist renting/tenancy service that can undertake strategic advocacy. Also that the 3 year funding for our policy/advocacy position as part of the Parliamentary Agreement has ended and Shelter will also be losing the capacity we had to do some of this work.
Universality - protections for all renters not just tenants, including marginal groups	Consider options for better regulation of short-stay residential accommodation	<p>The BDR focus on short-stay accommodation with no reference to other marginalised renters is profoundly disappointing.</p> <p>We welcome the opportunity to participate in this consultation regarding this issue.</p>
Data collection to review progress and inform policy development		We are keen to discuss this with JACS.
	Implement a ban on soliciting rent bidding	This was not included as a major issue for tenant advocates. It has very little impact on advertised rents, it is nearly impossible to enforce and most regulations still allow tenants to bid.
	DV provisions	The recent amendments will make a difference for many victims/survivors.
	Limit break lease fees to a maximum prescribed amount which declines according to how much of the lease has expired	This was also not a major issue for tenancy advocates because most RTAs address compensation issues.