



9<sup>th</sup> August 2018

My name is Stacey Holt from Real Estate Excellence Academy. My company [www.realestateexcellence.com.au](http://www.realestateexcellence.com.au) has over 250 member offices in Queensland. I write this on behalf of my company, my membership and the industry.

I write this submission to the Honourable Minister for Housing Mick De Brenni and the RTA to request an amendment to the Residential Tenancies and Rooming Accommodation Act (2008) and or a change in policy.

The concern and the matter that I wish to address in this submission relates to pest control.

With the increased enforcement of section 171 in relation to tenants being required to purchase goods or services as part of their tenancy agreement being prohibited, I urgently request the Government to consider an amendment to legislation and or policy due to health and safety of people in rental property.

In 2014, the RTA gave the following sage advice in relation to pest control to my company in writing. The view of the RTA has since changed given recent prosecutions under section 171.

*“A tenant cannot be required, by means of a special term in the tenancy agreement, to purchase products or services which include pest control treatment. Again, any special terms relating to pest control should be worded in terms of the tenant must ensure premises is free from pests or vermin at the end of the tenancy. The focus should always be on the condition of the premises, not whether the tenant has paid for something.*

*As soon special terms in a tenancy agreement requires a tenant to provide a receipt of purchase, on the basis that they were shown a receipt for treatment at the beginning of the tenancy, there will be an offence.*

*The only exemption that would come up regularly would be if the pest control was reliant on the tenant having a pet. In that case, it could be argued the lessor isn't requiring purchase of pest treatment as a condition of entering into the tenancy, but as a condition of allowing the tenant to have a pet.”*



Pest control is a licenced field in Queensland and the concerns I am addressing are perfectly stated below from the [Queensland Department of Health website](#)

### Choosing a pest management technician

Pest management is highly regulated because technicians use pesticides which can be hazardous to humans and pets. Things you should know when [seeking pest management services \(PDF 74 kB\)](#) include:

- what licences are required
- what services you can expect
- what questions to ask.

### Suggestions for urgent attention

Revert to the policy of the RTA provided in 2014 and allow the tenant to be required as a condition of having a pet, a special term of the agreement requiring pest control to be carried out as part of their obligations upon vacating, and a receipt provided from a reputable licensed provider. This is not a condition of the tenancy (section 171), it is a condition of having a pet. This is considered a reasonable outcome as opposed to regulatory change.

### And or;

Refer to Western Australian tenancy legislation (section 29 referenced below) and allow a bond to be collected from the tenant to cover the cost to ensure health and safety of all tenants continues to paramount. This of course, will require an amendment to the Act.

### Possible consequences

If the above is not attended to within a reasonable time frame by the Government, there is great fear of risk to the health and safety of tenants in rental property, plus, lessors may be forced to increase rents to cover their increased costs due to their obligations under section 185 (RTRA Act).



Vacating tenants may use dangerous chemicals to meet their obligations upon vacating (section 188 (4)). This could lead to a very grave situation. The RTA change in policy has led to a very grave unintended consequence.

Lessors may also be prone to not accept tenants who have pets due to the concerns raised in this submission and extra costs that could be imposed on the investor.

## Western Australian tenancy Act

### 29. Security bonds

- (1A) In this section, unless the contrary intention appears —
- pet* does not include an assistance dog as defined in the *Dog Act 1976* section 8(1);
  - security bond* includes an instalment of a security bond.
- (1) A person shall not —
- (a) require the payment of, or receive, more than one security bond in relation to any residential tenancy agreement; or
  - (b) require the payment of, or receive, a security bond of an amount exceeding in the aggregate —
    - (i) 4 weeks' rent under the residential tenancy agreement in relation to which it is required or received; and
    - (ii) if the tenant is permitted to keep on the premises any pet capable of carrying parasites that can affect humans — a prescribed amount to meet the cost of any fumigation of the premises that may be required on the termination of the tenancy.

Penalty: a fine of \$5 000.

- (2A) Subsection (1)(a) does not prevent a person from receiving a security bond in instalments.
- (2) Subsection (1)(b) does not apply in relation to a residential tenancy agreement where the weekly rate of rent payable under the agreement exceeds a prescribed amount.
- (3) Where, during the period of 6 months after the day on which the tenancy under a residential tenancy agreement commenced, the rent payable under

the agreement decreases or is decreased, the amount paid in excess of the lower or, as the case may be, lowest rate of rent payable under the agreement during that period, together with the amount (if any) allowed by subsection (1)(b)(ii), shall be deemed to have been paid as a security bond.

- (4) A person who receives a security bond paid in relation to a residential tenancy agreement —
- (a) shall forthwith give or cause to be given to the person paying the bond a receipt specifying the date on which the bond was received, the name of the person paying the bond, the amount paid and the premises in respect of which it is paid; and
  - (b) shall pay the amount of the bond to the bond administrator in accordance with Schedule 1 clause 5A; and
  - (c) shall, at the time of making the payment referred to in paragraph (b), lodge with the bond administrator a record in a form approved by the Minister relating to the payment.

*[(d) deleted]*

Penalty: a fine of \$20 000.

*[(5) deleted]*

- (6) A person shall not make an entry in a record referred to in subsection (4)(c) that the person knows is false or misleading in a material particular.

Penalty: a fine of \$5 000.

- (7) The bond administrator must pay the amount of the security bond in accordance with Schedule 1 clause 5.
- (8) A lessor and property manager must ensure that an application form referred to in Schedule 1 clause 5(1)(a) is not signed by a tenant unless —
- (a) the residential tenancy agreement to which the security bond relates has terminated; and
  - (b) any amount of the security bond to be paid to the lessor or tenant is stipulated on the form.

Penalty: a fine of \$5 000.

*[Section 29 amended by No. 59 of 1995 s. 47 and 55; No. 69 of 2006 s. 31; No. 60 of 2011 s. 25; No. 18 of 2013 s. 62.]*

**[29A.** Deleted by No. 60 of 2011 s. 26.]



## Regulation

### **10A. Amount prescribed for section 29(1)(b)(ii) of Act**

For the purposes of section 29(1)(b)(ii) of the Act, the amount of \$260 is prescribed.

Thank you for your prompt attention to this very important matter. I will be sharing this submission publicly and request that any reply from the Government and or the RTA to this matter will be made public (any contact details will not be provided publicly from the reply).

Yours sincerely

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