



RTRA Act review submission

The following questions have been extracted from the Government website

yoursayhpw.engagementhq.com [Week 1: A house and a home](#)

- renting with pets
- entry practices and privacy
- making changes to the property.

Renting with pets

- What is your experience of pets in Queensland's rental market?
 - Most people are responsible pet owners. Due to past experiences, and or fears, some lessors choose not to allow pets in their rental property for a myriad of reasons. These reasons could include lack of insurance protection against risk and damage, concerns of allergies and reactions that could occur if pets were at the property for the lessor should they be moving back into their property in the future, and or for future tenants. Some reasons include the property is not suitable for pets, mainly due to lack of secure fencing, and or the size of the property. Also, many units may not be suitable for pets due to high density living.
 - If there is damage to the property, the lessor most times outlays the immediate cost for repair including possible replacement of underlay and carpet due to urine smells. The process to recover monies owing above the bond is lengthy without guarantee of compensation either via the tribunal or enforcement of monies to be compensated by the tenant to the lessor.
- What is an appropriate approach to pets in Queensland rental properties?
 - The status quo is the recommended way to move forward. The industry encourages lessors to allow pets where the property is considered pet friendly. This includes suitable secure fencing at the property. Insurance of the lessor should not be a factor in this decision and should not be deemed an acceptable position for the lessor risk.



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- If this policy decision is considered, consideration must be given to extra bond to be allowable to protect the investment in the event of damage. 2 week's bond is an industry recommendation, plus the current allowable bond amounts.

- Pest control for fleas upon ending of tenancies must be allowable for situations where the tenant is allowed a pet. Section 171 currently restricts this. It should be allowed as a condition of having a pet, as opposed to a condition of the tenancy. Section 171 should be amended to allow this moving forward. This, with an extra bond, would be an attractive incentive for lessors generally for allowing pet friendly rental homes to tenants.



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[Entry practices and privacy](#)

Tell us what you think:

- What is your experience of entry to rental properties in Queensland?
 - There is a need to consider extra rights of entry under section 192, which include allowing building and pest inspections and pre-settlement when purchased inspections. The absence of these provisions places the lessor in a difficult position if the tenant does not allow entry under the 'as agreed provision', which is not a fair way for the situation to be. The time frame should be the same as other entry time frames for sections 192 (1) (b) to (i); 24 hours' notice.
 - Another consideration is to allow for sales appraisals to be carried out. Currently the 'appraisal' provision is often used, however, as the inspection is not a valuation as such, and is a sales appraisal, this provision is needed in the legislation to be clear and certain for all parties as to the reason for entry.
 - A consideration is to allow entry for maintenance to be 'as agreed' without the need for the Form 9, minimum 24 hours. This is impractical and is indirectly commonly breached. The current legislation is unworkable for both contractors and tenants. It is quite common for a tenant to be contacted by a contractor, and a mutual agreeable time to be made to enter. Enforcement of the current requirement to give



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the Form 9, places unnecessary administration on contractors and or lessor/agents.

- How balanced are rights of entry and rights to privacy in Queensland rental properties?
 - They are reasonable however, the Form 9 should be overhauled, particularly the provision where names of the parties should be removed due to restrictions of the privacy Act, plus confidentially when showing prospective tenants and or buyers.
- What do you think are reasonable periods and reasons for entry to a rental property?
 - The status quo is enough, and no changes should be considered. The balance is there in relation to tenants right to notice and quiet enjoyment, with the lessor right to enter their property for a reason.

[Making changes to property](#)

Tell us what you think:

- Have you ever made changes to a rental property?
 - Being a past tenant, no.
- Do our rental laws balance protecting the rental property from damage while allowing personal touches?
 - Sections 217 to 219 of the RTRA Act allow the tenant reasonable steps to make request in writing to the lessor to make changes to their rental investment to assist in making the property a home for the tenant.



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- An amendment should be more specific in relation to the tenant damaging a property. Currently the Act is not clear enough to allow for breaches to be issued where property is damaged. This does not relate to making changes to the property which is the core question; it does raise the absence of specific legislation to allow the lessor appropriate action in the event damage occurs. Currently, the legislation only covers action in the event the tenant does not given notice (in writing) as soon as practicable if damage to the property does occur.

- Should minor changes be allowed without permission?
 - No this should not be allowed. The current legislation is enough in this regard and is reasonable for all parties to ensure a balanced and fair approach. If the lessor is not reasonable with a tenant written request for alterations, the tenant is able to take further action.