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TENANTS UNION OF NSW  
CO-OP LTD *7/17/4*



# tenant news

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N.S.W.

NO.4

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## " SPECIAL ISSUE "

This special issue of Tenant News N.S.W. has been brought out to:

Page 1 - provide members and other interested people with a copy of the agenda for the N.S.W. Government's seminar aimed at modernising Landlord and Tenant legislation.

Page 3 - reproduce for members the full text of the Tenants' Union's own Landlord and Tenant policy, which it will be promoting at the seminar.

It is very important that as many tenants as possible attend the two-day seminar, even if only part of the time. The voice of tenants must be heard.

### SEMINAR ON LANDLORD AND TENANT

PLACE: Everest Theatre, Seymour Centre,  
Cnr. Cleveland Street & City Road,  
Darlington (near University of  
Sydney opposite Victoria Park).



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Newsletter of the Tenants' Union of N.S.W. Co-op.  
Ltd., 118 Regent Street, Redfern 2016.  
Phone 699-4073, 699-2260 Wednesdays 5.30p.m. to 9p.m.

## AGENDA

### SUNDAY, FEBRUARY 5

- 10.00 : Welcome by Mr. S. Einfeld, M.L.A., Minister for Consumer Affairs and Co-operative Societies.
- 10.05 : Official opening by Sir Laurence Street, Chief Justice of N.S.W.
- 10.15 : Keynote address by Mr. M. Farquhar, Chief Stipendiary Magistrate.

### PROBLEMS OF THE LANDLORD

- Chairperson: Mrs. Edna Roper, Deputy Leader of the Government, Legislative Council of N.S.W.
- 10.40 : Mr. B. Morrell, Real Estate Institute of N.S.W.
  - 11.05 : Spokesperson for Flat and Property Owners Association of N.S.W.
  - 11.30 : Discussion
  - 12.30 : Lunch

### PROBLEMS OF THE TENANT

- Chairperson: Mr. W. Haylen, Barrister
- 2.00 : Ms. H. Campbell, Tenants' Union of N.S.W.
  - 2.25 : Mr. E. Magney, Aboriginal Legal Service
  - 2.50 : Discussion
  - 3.15 : Tea
  - 3.45 : Discussion
  - 4.40 : Summaries by four speakers
  - 5.00 : End of session

MONDAY, FEBRUARY 6

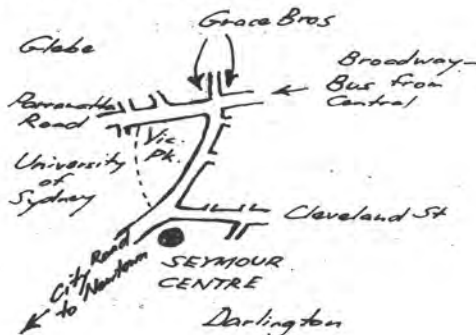
THE ACT: WHAT TO CHANGE, WHAT TO KEEP

- 10.00 : Professor R. Sackville, Commission for Law and Poverty, Commission of Inquiry into Poverty
- 10.25 : Mr. A. Lang, Author of "Leases and Tenancies in N.S.W."
- 10.50 : Dr. P. Totaro, Chairman, Ethnic Affairs Commission of N.S.W.
- 11.15 : Discussion
- 12.30 : Lunch

Chairperson: Mr. P. Stein, Deputy N.S.W. Ombudsman

- 2.00 : Mr. B. Morrell, Real Estate Institute of N.S.W.
- 2.25 : Mrs. A. Fink, Executive Director, N.S.W. Council on the Ageing.
- 2.50 : Discussion
- 3.15 : Tea
- 3.45 : Discussion
- 4.30 : Summaries by five speakers
- 4.55 : Closing remarks by Mr. Einfeld
- 5.00 : End of seminar

DIRECTIONS -



TENANTS' UNION OF N.S.W.

LANDLORD/TENANT POLICY

1. RENT PRINCIPLES

In evaluating a particular situation, issue, concept or policy the Tenants' Union will apply the following principles. Where these principles lead to contradiction the Tenants' Union will support the evaluation that benefits tenants.

The principles are:

- 1.1 That every person has a right to accommodation at a reasonable standard.
- 1.2 A tenancy agreement is reasonable or fair in so far as it represents an exchange of equal value between the tenant and landlord.
- 1.3 That tenants have real choices about how and where they may live.
- 1.4 That the existence of adequate essential housing takes precedence over the provision of luxury housing.
- 1.5 Where rented premises can no longer be occupied because they have been damaged or destroyed or otherwise become incapable of occupation by the tenant as a result of an occurrence for which the tenant is not responsible, then the lease shall be at an end from the date when the premises become incapable of being occupied.
- 1.6 Where the landlord seriously breaches the lease, then the tenant is relieved of all obligations under that lease.
- 1.7 If the tenant breaches the lease by abandoning the premises, the landlord shall make reasonable attempts to minimise his financial loss including the taking of

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reasonable steps to relet the premises.

- 1.8 That a tenant has the right to security of tenure through continuous occupation.
- 1.9 That when disputes arise between landlord and tenant, there should be a quick, cheap and accessible procedure for resolution of disputes.

## 2. NEW ACT AND ADMINISTRATION

- 2.1 Total rewriting of landlord/tenant law. The Act should incorporate most of the recommendations of the Poverty Inquiry and be administered by the Ministry of Consumer Affairs.
- 2.2 Establishment of a specialist disputes board, here referred to as Residential Tenancies Board (RTB), with broad powers to hear and determine all landlord/tenant disputes relating to residential premises.
- 2.3 Regional offices of the RTB should be established throughout N.S.W. and all offices would be open daytime and evenings.

## 3. LEASES

- 3.1 A statutory lease to apply to all residential tenancies. The landlord or agent would be required to supply the tenant with a completed valid copy immediately after signing, failing which the tenant may pay rent to the RTB.
- 3.2 Landlords or agents to be required to give the tenant before signing lease a written statement including term of lease, rent, bond and other costs, names and address of the owner, including details of directors where a company, and similar information as to any authorised agents.

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- 3.3 Charges payable by tenants other than rent, bond and the cost of utilities to be strictly limited by statute. Any charges associated with preparation of a lease to be prohibited.
  - 3.4 Stamp duty on residential leases to be abolished.
  - 3.5 Tenants to have an irrevocable statutory right to assign a lease or sublet subject only to landlord's right of reasonable refusal.

4. MAINTENANCE AND REPAIRS

- 4.1 A statutory obligation on the landlord that rented premises, including amenities and common areas, are provided and will be maintained throughout the tenancy in good repair. Good repair is at a standard comparable to that done by a reasonable tradesperson.
- 4.2 A statutory obligation on tenants to take reasonable care of premises, maintain ordinary standards of cleanliness and repair damage caused by their own wilful or negligent conduct.
- 4.3 The RTB to have power to order repairs to be done, to carry out repairs itself at the owner's expense, to authorise the tenant to do so out of rent, or to order reductions or refunds of rent in all cases where the landlord fails to make repairs; and that application for such can be brought by tenant, Tenants' Union or officers of the RTB.
- 4.4 In cases of emergency, e.g. health risk or electricity cutoff, then the tenant be allowed to repair at a cost of no more than four weeks' rent.
- 4.5 Tenants to be entitled to repudiate leases if the

premises become unfit for habitation for any cause beyond the tenant's control.

- 4.6 All tenants are entitled to separate water, electricity and gas metres.

5. RENTS (GENERAL)

- 5.1 Landlords to be required to supply tenants with evidence of payment and this should be in the form of a rent book, receipts or bank statement.
- 5.2 Maximum rent demanded in advance to be limited to two weeks' in all cases.
- 5.3 Rent increases on all rented premises to be limited to one every twelve months regardless of change of tenancy, except with consent of the Residential Tenancies Board. Where the tenant believes that a rent increase is unreasonable, he or she may apply to the RTB for a lowering of rent.
- 5.4 Written notice of four weeks to be given before any rent increase.

6. RENT CONTROL

- 6.1 Present rent control system in N.S.W. to be maintained for property still covered, but grounds of eviction to be *lightened* and the hardship of the tenant to be an overriding factor. The establishment of a new system of selective rent control for poor quality housing and this to be administered by the RTB.
- 6.2 The RTB to have power to place premises under selective rent control on 'public interest' grounds on application by tenants, Tenant associations or officers of the RTB where premises fail to comply with a

reasonable standard. Control orders would continue for for a fixed period regardless of change of tenant.

- 6.3 'Fair Rent' for premises under selective rent control to be assessed according to a new formula. The formula would incorporate Assessed Annual Value, conditions and facilities, improvements by the tenant, annual capital profits and other market factors with each component being weighted.
- 6.4 Landlords to be entitled to receive special subsidies in cases where rent controls impose genuine financial hardship.
- 6.5 The RTB to have power to backdate rent controls and order repayment of rent to tenants.
- 6.6 A public register to be kept of all premises subject to rent control. Landlords to be required to give notice of control to new tenants.

#### SECURITY DEPOSITS (BONDS)

- 7.1 Bonds to be limited to the equivalent of four weeks' rent in the cases of unfurnished and six weeks for furnished premises.
- 7.2 The purposes for which bond may be claimed by landlords to be strictly limited to non payment of rent and damage resulting from failure to take reasonable care of the premises.
- 7.3 Landlords or agents to be required to give receipts for bond payments.
- 7.4 Bond Fund to be established, administered by a board on which tenants are represented. All moneys received as bond by landlords or agents to be paid into the



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Bond Fund within seven days.

- 7.5 Moneys held in the Bond Fund to be invested and the interest gained be used to fund a central Government run Tenants' Advice Service and at the local level a Tenants' Advice Service run by community organisations; loans and grants to community organisations for provision of emergency accommodation; loans and grants to non-profit housing associations and cost rent housing co-operatives registered under the Co-operation Act and the Companies Act; and a fidelity scheme for landlords.
- 7.6 Bond to be automatically returned to the tenant fourteen days after termination of tenancy unless a detailed written claim has been made by the landlord, complete with accounts, receipts and quotations for work or materials.
- 7.7 In the event of any dispute the whole of the bond to be frozen and the dispute to be submitted to the RTB.
- 7.8 Landlords to be required to complete inventory of conditions of premises at the beginning and end of the tenancy and each inspection being made in the presence of tenants wherever possible. This inventory to be part of the standard 'Fair Lease'.
- 7.9 The RTB to have power to act as guarantor in cases where the tenant's inability to raise a bond payment is likely to cause hardship; and that such money to come from Department of Youth and Community Services.

8. SECURITY OF TENURE

- 8.1 All tenants on fixed term lease or who have occupied premises for six months as periodic tenants to have a statutory right to renew their lease for six or twelve months in preference to their being required

to vacate for another tenant. Where the tenant does not exercise this right, it becomes a tenancy from month to month. This right to be subject to the landlord satisfying the RTB that he intends to live in the rented premises.

- 8.2 A landlord intending to live in the rented premises to be required to give the tenant three month's written notice. Obtaining possession by false declaration to be made an offence.

9. TERMINATING TENANCY

- 9.1 When the tenancy has become a periodic lease, the tenant may terminate it by giving one week's notice in writing or the landlord may terminate it by giving one month's notice in writing.

10. EVICTION

- 10.1 All Notices to Quit to be in writing in standard statutory form.
- 10.2 The grounds on which Notice to Quit can be given to a tenant during the period of a lease to be specified and restricted to serious and persistent breaches of agreement and non payment of rent in excess of bond money where rent has been demanded in writing.
- 10.3 Before any Notice to Quit is issued which alleges a breach, then a letter must be served on the tenant giving him or her reasonable time to rectify that breach.
- 10.4 The RTB to have discretion to reinstate the tenancy, grant relief or delay eviction in cases of hardship where the tenant has substantially remedied the

breach at the time of the landlord's application.

- 10.5 All forms of recovery of possession other than by obtaining a possession order from the RTB to be made an offence punishable by substantial fines or imprisonment.

11. HARRASSMENT AND RETALIATORY ACTION

- 11.1 The issue of a Notice to Quit or application for possession to be invalid and made an offence where the landlord's motive was substantially a retaliation for any attempt by the tenant to exercise any lawful right or for any activity of the tenant resulting from his involvement with a tenant association. Notice or application within six months after such activity by the tenant to be deemed prima facie retaliatory, and even after that time there is the onus on the landlord to prove otherwise.
- 11.2 Any form of harrassment of the tenant by the landlord or agent or any wilful or unreasonable interference with possession of the premises, privacy or use and enjoyment of the premises or facilities to be made an offence with substantial penalties.

12. DISCRIMINATION

- 12.1 Refusal to let housing to any person on the grounds of race, creed, sex, age, marital status or source of income, or because of children to be made an offence.

13. PRIVACY.

- 13.1 The statutory lease is to specify the permitted times and purposes of access by landlords. These to be limited (apart from emergencies) to inspection twice

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annually and restricted rights to carry our necessary repairs and show the premises to prospective tenants during final period of tenancy. Reasonable notice in writing to be required for repairs and seven days' notice in writing for periodic inspection.

13.2 Landlords are to be prohibited from changing the locks or locking systems of rented premises without written consent of the tenant. Breach of this provision constitutes a punishable offence.

14. LODGERS

14.1 Abolition of legal distinction between boarders, lodgers and people occupying premises as part of a contract of employment, and establishment of 'residential occupiers' with guidelines clearly defined in legislation.

14.2 All residential occupiers to have certain minimum rights parallel to tenant rights as previously discussed, including right to repairs, services, privacy, access, and protection from harrassment and forcible eviction.

14.3 All premises occupied by residential occupiers to be brought within a special code providing improved conditions and services and to be licensed.

15. TENANT UNIONS

15.1 Tenants' unions and associations to have standing to intervene or bring class actions in appropriate cases before the RTB.

15.2 Collective bargaining agreements between tenant unions or local tenant groups and landlords to have full legal force.