

**Item No:** CC0316 Item 6  
**Subject:** RESIDENTIAL TENANCY ACT 2010 REVIEW SUBMISSION  
**File Ref:** 1902-01/16932.16

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**SUMMARY**

The NSW Government is reviewing the *Residential Tenancies Act 2010* (the Act).

Council's Affordable Housing Committee has prepared a submission to the Review, but it was not possible to bring the submission to Council prior to the submission deadline. The submission is attached for Council's information.

**RECOMMENDATION**

**THAT the report on the Submission to the Residential Tenancy Act 2010 Review be received and noted.**

<b>Our Place, Our Vision – Marrickville Community Strategic Plan 2023</b>	
1.5	Marrickville provides affordable housing options to meet the needs of the community

**BACKGROUND**

The NSW Government is reviewing the *Residential Tenancies Act 2010* (the Act). The Act establishes a comprehensive set of rights and obligations for:

- landlords;
- tenants;
- social housing providers; and
- real estate agents who act for landlords.

Council's Affordable Housing Committee prepared a submission to the Review, but even with an extension to the closing date to 12 February, it was not possible to bring the submission to Council prior to the submission deadline.

While there are a range of issues canvassed in the discussion paper on the Residential Tenancies Act 2010, Marrickville Council's Affordable Housing submission will focus on a key selection of those raised. These will include:

1. no grounds notices of termination and a resulting lack of security of tenure;
2. share housing and legal coverage for people in 'less conventional' tenancy arrangements; and
3. the provision of advice services for tenants.

The full submission is attached to this report.

**FINANCIAL IMPLICATIONS**

Nil.

**PUBLIC PARTICIPATION**

Council's Affordable Housing Committee has developed this submission and in particular, Committee members Julia Murray and Councillor Sylvie Ellsmore, are acknowledged for their assistance with this submission.

**ATTACHMENTS**

1. Council Submission to Residential Tenancies Act 2010 Review

## Marrickville Council's submission to the *Residential Tenancies Act 2010* review

### Introduction

Marrickville Council has identified housing affordability as a key issue, which has become increasingly acute over the past decade.

A traditionally diverse inner-Sydney community, lower income residents of the Marrickville Local Government Area are facing intense pressures from the lack of affordable housing, including a lack of affordable rental housing. Despite significant new housing development, which has exceeded targets set by the NSW Government and Council, there has been a significant increase in housing prices over the last 10-15 years. This has contributed to an increasing proportion of residents living in long term rental accommodation, some of the highest rents in the country, and one of the highest rates of homelessness in the State (ABS 2006 and 2011 Census of Population and Housing).

The lack of affordable housing in Marrickville is causing families, networks and communities to split, particularly where younger and older people can't find affordable accommodation and have to move away from established community and family networks, and is threatening the ability of workers servicing the city and the LGA's employment lands to live in the local area.

The *Rental Tenancies Act* provides some limited protection for residents. It is timely to consider reform of the Act, so that it can be updated to reflect the reality of how residents experience renting today - particularly the increasing number of people and families relying on rental accommodation in the long term, and the only form of tenure they are able to access.

While there are a range of issues canvassed in the discussion paper on the Residential Tenancies Act 2010, Marrickville Council's Affordable Housing submission will focus on a key selection of those raised. These will include:

1. No grounds notices of termination and a resulting lack of security of tenure;
2. Share housing and legal coverage for people in 'less conventional' tenancy arrangements; and
3. The provision of advice services for tenants.

## Housing pressures in the Marrickville Local Government Area

### *Renters in Marrickville*

The cost of housing means that there is increasing pressure on the area's social and community housing, including the more than 800 public housing dwellings and low-cost private rental including the estimated 200 or more boarding houses in the LGA.

Marrickville is now a high cost housing area and the price of most types of dwellings has increased at a greater rate than the rate of increase for greater Sydney, as the following price increases and rent stress figures demonstrate:

	MARRICKVILLE				GREATER SYDNEY			
	JUN QTR 91	JUN QTR 01	JUNQTR 11	%91-11	JUN QTR 91	JUN QTR 01	JUN QTR 11	%03-13
All dwellings	150	245	460	207%	175	260	460	163%
1 BED all	120	180	350	192%	135	250	410	204%
2 bed all	155	250	500	223%	170	260	460	171%
3 bed all	220	350	650	195%	200	260	450	125%
4+ bed all	280	443	850	204%	283	330	580	105%
House all bed	220	340	620	182%	190	250	440	132%
House 2 bed	190	305	550	189%	165	220	370	124%
House 3 bed	220	350	650	195%	190	235	400	111%
Unit all bed	135	210	395	193%	160	265	435	172%
Unit 1 bed	120	180	350	192%	140	250	410	193%
Unit 2 bed	150	230	420	180%	170	265	450	165%

Increase in housing rental cost 1991 to 2011 (Source: Housing NSW Rent Report)

In the Marrickville Council area, 51% of households were purchasing or fully owned their home, 36.4% were renting privately, and 3.7% were in social housing in 2011. [Source Marrickville Council Social ID - <http://profile.id.com.au/marrickville/tenure>]. The proportion of households renting is significantly higher than the Sydney average.

Since 2001, the proportion of renters has increased and the housing mix has changed over the last ten years.

Between 1991 and 2011 median rents increased by 207%, compared to 163% for greater Sydney. [Source: ABS Census 2011].

Rents have increased faster than CPI (median rents typically increase by 4-5% a year).

For the latest median rents see the NSW Department of Housing 'Rent and Sales Report', published available to download from <http://www.housing.nsw.gov.au/About+Us/Reports+Plans+and+Papers/Rent+and+Sales+Reports/Overview.htm>.

*Rental pressures/ percentage of rent spent on income*

Households are generally considered to be in “housing stress” if they are required to spend more than 30% of their income on housing costs and they are in the lowest two income quintiles. The great majority of low to moderate income households in Marrickville LGA are experiencing housing stress, whether they are paying a mortgage or renting.

The following Table shows estimates of the households with income under \$65,000 a year who are paying 30% or more of their income on mortgages or rent.

Suburb	Mortgage households in stress*	Mortgage households (%)*	Renting households in stress*	Renting households (%)*	Suburb in stress**
Dulwich Hill	200	13%	749	38%	18%
Enmore	36	9%	174	28%	21%
Lewisham	32	10%	165	45%	17%
Marrickville	337	14%	1329	39%	18%
Petersham	89	11%	411	32%	15%
St Peters	55	13%	98	27%	12%
Stanmore	66	7%	350	28%	13%
Sydenham	24	19%	29	39%	26%
Tempe	70	16%	82	35%	13%
Camperdown <sup>^</sup>	106	12%	385	24%	15%
Newtown <sup>^</sup>	130	9%	920	29%	17%

\* Households where positive complete income details were provided \*\* Of all occupied dwellings <sup>^</sup>Partially in Marrickville

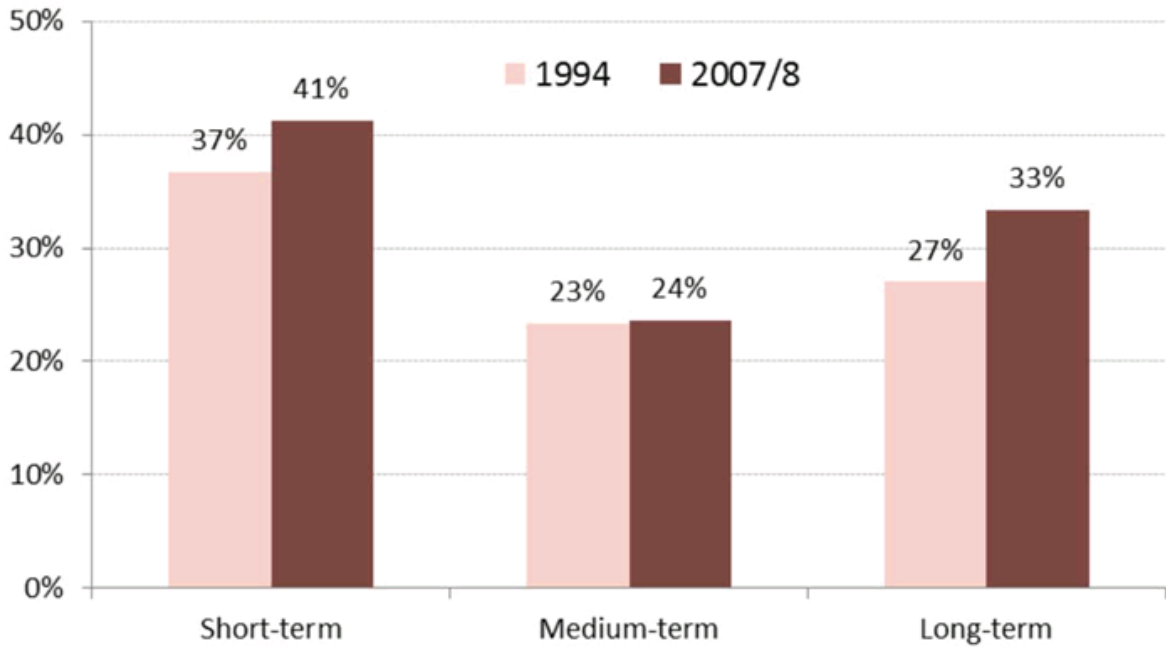
[From the Marrickville Council ‘Submission to the NSW Parliamentary Inquiry into Social, Public and Affordable Housing’, 2014.]

It is also important to note the increasing length of time during which people rent - including families, low income workers and older women. For detailed length of time changes see this 2013 Report:

[http://www.ahuri.edu.au/downloads/publications/EvRevReports/AHURI\\_Final\\_Report\\_No209\\_Long-term\\_private\\_rental\\_in\\_a\\_changing\\_Australian\\_private\\_rental\\_sector.pdf](http://www.ahuri.edu.au/downloads/publications/EvRevReports/AHURI_Final_Report_No209_Long-term_private_rental_in_a_changing_Australian_private_rental_sector.pdf)

The table below shows the growing percentage of renters who are long term renters.

**Incidence of long-term private renting 1994-2007/08**



[Source: 1994 ABS Rental Tenants Survey (Wulff 1997; Wulff & Maher 1998); ABS *SIH* 2007-08 (original)]

The excerpt below from the Anglicare Rental Affordability Snapshot shows that the Inner West has less than 1% of properties that are affordable:

#### 4.7 Inner West (Inner & Middle Rings)

On April 11-12 2015, there were 1,092 properties available for rent in the Inner West Statistical Area, similar to that of the previous Snapshot (n=1,022). In the 2015 Snapshot, there was only one property deemed to be affordable and appropriate for households receiving **income support** in the less-than-30%-of-income band – suitable only for couples on the Aged Pension (two properties in 2014). A further 28 properties were available to these households if they were willing to pay 30-45% of their income on rent (compared with 49 properties in 2014). There were 42 properties that were affordable for households on the **minimum wage (MW)** in the less-than-30%-of-income band (26 properties in 2014). This increased by 410 in the 30-45%-of-income band. Overall, rental affordability has remained poor for most household types between the 2014 and 2015 Snapshots in the Inner West.

**Region Statistics**

- Population: 263,561 people
- Renting households: 37.2%
- Unemployment rate: 5.2%
- Household income less than \$400 per week: 11.5%
- Aged 65 years and over: 12.9%
- People speaking languages other than English at home: 45.2%
- Aboriginal or Torres Strait Islander people: 0.6%

Source: 2011 Census

Table 13: Rental Properties in Inner Western Sydney, April 2015 and 2014

Results by Household Type	No. and % affordable & appropriate (30% income)	No. and % appropriate (at 30% - 45% income)	No. and % affordable & appropriate (30% income)	No. and % appropriate (at 30% - 45% income)
<b>Income Support</b>		<b>2015 (total 1,092 properties advertised)</b>		
		<b>2014 (total 1,022 properties advertised)</b>		
Couple, 2 children (Newstart Allowance)	2BR+: None (0%) 3BR+: None (0%)	2BR+: 1 (less than 1%) 3BR+: 1 (less than 1%)	2BR+: None (0%) 3BR+: None (0%)	2BR+: 3 (less than 1%) 3BR+: None (0%)
Single, 2 children (Parenting Payment Single)	2BR+: None (0%) 3BR+: None (0%)	2BR+: 1 (less than 1%) 3BR+: 1 (less than 1%)	2BR+: None (0%) 3BR+: None (0%)	2BR+: 1 (less than 1%) 3BR+: None (0%)
Couple, no children (Aged Pension)	1 (less than 1%)	10 (2%)	2 (less than 1%)	34 (3%)
Single, 1 child < 5 years (Parenting Payment Single)	None (0%)	None (0%)	None (0%)	None (0%)
Single, 1 child > 8 years (Newstart Allowance)	None (0%)	None (0%)	None (0%)	None (0%)
Single (Aged Pension)	None (0%)	10 (1%)	None (0%)	15 (1%)
Single (Disability Pension)	None (0%)	1 (less than 1%)	None (0%)	2 (less than 1%)
Single (Newstart Allowance)	None (0%)	None (0%)	None (0%)	None (0%)
Single, 18+ years (Youth Allowance)	None (0%)	None (0%)	None (0%)	None (0%)
<b>Total unique properties</b>	<b>1</b>	<b>28</b>	<b>2</b>	<b>49</b>
<b>Minimum Wage</b>				
Couple, 2 children	2BR+: 38 (3%) 3BR+: 1 (less than 1%)	2BR+: 376 (34%) 3BR+: 48 (4%)	2BR+: 22 (2%) 3BR+: 1 (less than 1%)	N/A
Single, 2 children	2BR+: None (0%) 3BR+: None (0%)	2BR+: 41 (4%) 3BR+: 1 (less than 1%)	2BR+: None (0%) 3BR+: None (0%)	2BR+: 33 (3%) 3BR+: 1 (less than 1%)
Single, no children	4 (less than 1%)	34 (3%)	4 (less than 1%)	25 (2%)
<b>Total unique properties</b>	<b>42</b>	<b>410</b>	<b>26</b>	<b>N/A</b>

The Anglicare Rental Affordability Snapshot can be found at:

<https://www.anglicare.org.au/latest-news/rental-affordability-snapshot-2015>

<https://www.anglicare.org.au/sites/default/files/public/RAS%202015%20report%20.pdf>

### **About Marrickville Council's Affordable Housing Committee**

Growing concerns about housing affordability saw Council convene an Affordable Housing Committee in 2013 to advance the goals of housing affordability, thereby maintaining the diversity so valued within the Marrickville community. The committee members come from a range of organisations, including representatives of community housing organisations and local services who work with people in marginal housing (including boarders and lodgers). Council employs an affordable housing officer to assist with the important work of the identified goals, and to find ways to expand affordable housing options in the LGA.

The Committee's work has seen an increased focus on the development of affordable housing in Marrickville Council LGA, and an update of the Marrickville Council Affordable Housing Strategy.

We now make comment on selected issues in the Residential Tenancies Act review discussion paper.

### **Residential Tenancies Act Review**

#### **1. No grounds notices of termination**

Tenants in NSW live with a fundamental lack of security of tenure. This stems from the absence of the requirement for a landlord to provide a reason to terminate a tenancy once the fixed term agreement has ended. 'No grounds' termination provisions allow a landlord to end a tenancy for no reason, even though the tenant has not breached the agreement.

Currently every tenant outside of a fixed term agreement is in a situation of uncertainty, having no automatic means of securing a new fixed term once the (typically) original 6 or 12 month agreement ends. From this point on, a tenant lives with the uncertainty of not knowing when they might have to begin their search for a new home. When the notice of termination is issued, a tenant's precious financial and emotional resources are expended in the task of relocating. It may be that these financial pressures contribute to a difficult decision to relocate the home further away from work, schools and family supports, bringing with it associated disruption and dislocation.

Landlords should be limited in the grounds on which they can terminate a tenancy.

Valid reasons should be limited to:

- a) The landlord requires the property to personally live in;
- b) The property requires significant repairs (or demolition) which would make the property uninhabitable.

The onus to provide evidence supporting the above reasons for terminating the agreement should be placed on the landlord.

If subsequently it is established that the original reason cited for ending the agreement does not transpire (eg if the property is re-advertised for lease after a tenant vacates in accordance with the termination notice), the landlord should be found to have breached the Act, giving rise to a compensation claim for the tenant's reasonable costs (actual cost of moving). The imposition of a penalty provision may also be an appropriate deterrent for making false claims regarding reasons for termination.

Currently, it is common for private landlords to decline to provide a reason for terminating an agreement, citing (correctly) that the law does not require them to do so. It is also a prevailing view of members of the NSW Civil and Administrative Tribunal (NCAT) that if a landlord seeks possession of a property, even under potentially dubious circumstances (such as in retaliation for seeking repairs), that the law will provide possession 'sooner or later'. In this context tenants at NCAT are routinely encouraged to contemplate a date to leave the property, even where they may have a valid argument against termination.

These proposed limits would be placed on 'non breach' terminations. Breach termination provisions would remain as they currently are. If proven to be sufficient to warrant termination, breaches represent a 'genuine reason' for ending the tenancy.

No grounds terminations also encourage unreasonable rent increases, as there is nothing to prevent landlords who wish to charge an excessive rent increasing ending a tenancy and immediately re-advertising at the higher rate.

#### **No Grounds Notices Impact on Social Housing providers**

As well as leasing properties that they own to tenants, social housing providers also engage in 'leasehold' arrangements with private landlords, sub-leasing the property to their own tenants. This is particularly common in the context of inadequate numbers of social housing properties, and is often utilised for tenants with specific requirements that can't be met within the existing social housing stock, such as disability modifications or multiple bedroom properties for large families. It is also widely used for tenants in 'transitional housing' arrangements, in the ever lengthening period before being offered social housing, in conjunction with other support providers. For many community housing providers, leasehold arrangements in fact outnumber the properties they own themselves.



Like other tenants in NSW, social housing providers in leasehold arrangements are similarly vulnerable to 'no grounds' notices, with landlords being able to issue such notices at will, leaving the housing providers scrambling to search for a new property for their vulnerable tenants. Where this happens for multiple tenants, a social housing provider has to expend significant resources sourcing new rental properties in the private market. This situation also creates anxiety for tenants, often facing the prospect of an uncertain future from the moment they enter into a leasehold tenancy.

### **Termination for sale of premises**

As the Act currently stands, s. 86 routinely forces a tenancy to end, irrespective of whether the new owner intends to move into the property, or if they intend it to continue utilising it as an investment, as properties are usually sold with 'vacant possession', thus causing many tenancies to end. With the rate that housing changes hands in the Marrickville LGA, it is common for displacement to occur upon the successful sale of a property.

In the event of a property being sold, there should be no mechanism to end the agreement, unless the landlord seeks to move into the property or intends to renovate it. Section 86 of the Act should be repealed. If the new owner of the property wants to move in, they can utilise the available mechanism once they take ownership. It may be that a shorter time period be provided for new landlords to issue, say a 30 day notice if they do so within 30 days of settlement of the property. This would allow new owners to move into the property soon after settlement and to maintain rent payments for the old landlord right until the end of their period of ownership, and provides rent payments to the new landlord from the first day they own the property.

It is also currently the case that termination for sale of a property under s 86 circumvents the process for ending 'long term' (more than 20 year) tenancies, as outlined in s 94. Repealing s. 86 would also address this inconsistency and vulnerability for long term tenants.

### **The broader impact on tenancies**

The current lack of security of tenure in relation to notices of termination actively undermines every other right tenants theoretically possess. If a tenant requires repairs to their property, they often feel they have a choice – 'do I risk asking the landlord for repairs, or do I put up with the problem to avoid potentially inciting the landlord to evict me?'

A legal framework which allows for termination of tenancies without a reason creates a culture of ongoing uncertainty and anxiety for large numbers of people who make their homes in rental properties. Notably, very few other jurisdictions worldwide allow for 'no grounds' evictions.

**Recommendation:**

Landlords should be limited in the grounds on which they can terminate a tenancy. Valid reasons should be limited to:

- a) The landlord requires the property to personally live in;
- b) The property requires significant repairs (or demolition) which would make the property uninhabitable.

**2. Share-housing**

The *Residential Tenancies Act 1987* specified that a tenant or sub tenant could have a residential tenancy agreement that was written, oral or partly written and partly oral. Section 10 of the *Residential Tenancies Act 2010* removed the right of sub tenants without written agreements to be covered by the Act. Overnight, this excluded a large swathe of people, previously considered tenants, from any legal coverage or recourse if a dispute arose. Those disenfranchised by this change include many tenants living in share housing arrangements. Such arrangements are common within the Marrickville LGA. Indeed, housing affordability concerns have seen the ranks of occupants in share housing expand. University and other students continue a long standing tradition of utilising share housing arrangements. However, in the wake of one bedroom properties in the area becoming increasingly unaffordable, there is a new cohort of non-student residents forced to turn to share-housing for its 'economies of scale' relative to affordability. This in turn increases competition for properties traditionally available for families, creating flow-on pressures elsewhere in the rental system.

**Unequal bargaining power**

Section 13(2) of the Residential Tenancies Act states that a tenancy agreement 'may be oral or in writing, or partly oral and partly in writing'. Presumably the rationale for this is to ensure that a landlord cannot avoid their legal obligations simply by refusing to provide a written tenancy agreement. This recognises the inherent difference in bargaining position of the parties. The bargaining landscape is the same for sub tenants, yet section 10 of the Act excludes sub tenants from the same assumed legal protection of a verbal agreement.

Perhaps there is an assumption that if parties intend for an arrangement to be a residential tenancy agreement, they will document the agreement in writing. The reality is, however, at the commencement of a sub tenancy there is little prospect of a sub tenant having the capacity to insist on a written agreement, which would see them covered by the Act. The bargaining position of the sub tenant also sees limited opportunity to negotiate regarding the amount of bond paid (let alone insisting on it being lodged with

the Rental Bond Board). It follows that the same protections should be afforded to sub tenants without a written agreement as those provided for tenants without written agreements.

Currently if a dispute arises at any stage of the tenancy and a person is found by the 'tenancy list' of NCAT not to be a tenant, sub tenants without written agreements have no viable legal alternative. To have a matter dealt with by the 'general list' of NCAT it is necessary to establish that the landlord is 'in the course of business'; for coverage under the *Boarding Houses Act* there must be at least 5 beds for the property to be 'registrable'.

In circumstances where a sub-tenant without a written agreement is facing a threat of eviction with little or no notice, there is currently no option for intervention to prevent the threatened action. This makes a sub-tenancy a highly precarious arrangement.

It is also most unsatisfactory that people paying bonds in these situations have no mechanism to recoup their money (which can be as much as 4 weeks' rent) if their bond is not returned at the end of the tenancy.

Section 10 of the Act should be repealed, to reinstate the tenancy rights of sub-tenants without written agreements. Any sub-tenant living in a property subject to a RTA should be covered by the Act. If a landlord or head tenant wants to assert that a tenant is not covered by the Act, the onus should be on the landlord to establish that this is the case.

Beyond this change, there are other people in marginal forms of accommodation who are currently excluded from legal recourse, which should also be addressed to prevent exploitation. There should be 'no wrong door' at NCAT. Anyone with evidence of paying for accommodation should have recourse at NCAT for return of bond or overpaid rent. This could be done by including rent payers in a section of the RTA giving limited recourse for eg bond and termination, rather than the full suite of rights for tenants under the Act.

Boarding house residents' bonds (or 'security deposits' as they are sometimes known) should be required to be lodged with the Rental Bond Board. Share housing bonds (including those of any sub tenants) should be required to be lodged with the rental bond board and mechanisms provided for disputes to be resolved by NCAT.

#### **Recommendations:**

1. Section 10 of the Act should be repealed, to reinstate the tenancy rights of sub tenants without written agreements. Any sub tenant living in a property subject to the Residential Tenancies Act should be covered by the Act. If a landlord or head tenant wants to assert that a tenant is not covered by the Act, the onus should be on the landlord to establish that this is the case.

2. Anyone with evidence of paying for accommodation should have recourse at NSW Civil and Administrative Tribunal for return of bond or overpaid rent.
3. Boarding house residents' bonds (or 'security deposits' as they are sometimes known) should be required to be lodged with the Rental Bond Board. Share housing bonds (including those of any sub tenants) should be required to be lodged with the rental bond board and mechanisms provided for disputes to be resolved by NSW Civil and Administrative Tribunal.

### 3. The funding of tenants' advice services

Tenants Advice and Advocacy Services (TAASs) provide advice to a wide range of tenants: those renting privately, as well as social housing tenants and other marginal renters, including residents living in boarding houses. Boarding house residents are found in high numbers in the Marrickville LGA, and assisting them requires a rapid response, as issues often arise quickly and have a tendency to necessitate immediate action. Despite the introduction of the Boarding Houses Act in 2012, the assistance provided in the vast majority of boarding house disputes involves negotiating an outcome within a very short time frame, most often in order to prevent imminent homelessness. In this respect, very little has changed.

Historically TAASs in NSW have been funded by a small portion of the interest generated by tenants' rental bonds, which are held by the Rental Bond Board. Despite the amount of money growing with both the number of tenants and the significant increases in bond amounts due to rising rents, no real increase in funding has been provided to TAASs since 2002. This has placed enormous strain on services, who have struggled to keep up with the ever increasing demand for independent advice services for tenants and boarding house residents.

Any suggestion made by the Office of Fair Trading that the focus of TAASs has been 'narrowed' to vulnerable and social housing tenants ignores the increasing numbers within the ranks of those fitting this description. It is further arguable that all tenants are increasingly vulnerable, particularly in the context of the issues we have raised around security of tenure, rent increases, share-housing and a lack of legal protections for all those in marginal accommodation, including boarding house residents.

Additionally, no other service has the expertise to provide the TAASs' specialised advice and assistance, which is borne out of 'real life' experience. This includes on the ground knowledge of how the NCAT operates. No-one within the Office of Fair Trading, either in the contact centre nor in the complaints unit has any capacity to provide this information. Tenants contacting OFT for this type of advice are, correctly, referred on to a TAAS.

Similarly the need for tenants to receive appropriate advice in relation to complex tenancy matters goes beyond tenants who might conventionally be considered 'vulnerable'. This expert advice can serve not only to assist a tenant to prepare for an upcoming tribunal hearing, but at times to advise them against pursuing an action at the tribunal on the basis of analysis of their circumstances. Again, tenants seeking this type of advice are routinely and correctly referred by the Office of Fair Trading to TAASs.

It's a daunting prospect for a tenant to be faced with an uncertain position or process in relation to their tenancy without the 'expertise' that a landlord can access through their real estate agent. It is also inherently unjust to expect tenants to 'fly blind' in relation to these critical situations. Tenants grant the Rental Bond Board significant sums of money, it is fair and reasonable that they have access to independent expert advice if and when they require it.

TAAS funding should be reinstated to levels consistent with demographic changes since 2002, and future funding should be appropriately indexed to continue to accommodate future increases in demand for the service.

#### **Recommendation:**

Tenants Advice and Advocacy Services funding should be reinstated to levels consistent with demographic changes since 2002, and future funding should be appropriately indexed to continue to accommodate future increases in demand for the service.

#### **Conclusion**

The challenge for the Residential Tenancies Act 2010 is to balance the interests of both tenants and landlords. The Act is reviewed in the context of a rich history of lobbying and advocacy in the sphere of the tenancy relationship. Notably however, a significant number of those passing laws in relation to the governing of the tenancy relationship have themselves been identified as landlords (*Landlord MPs in conflict of interest fear*, The Daily Telegraph, 18 April 2008). As we take stock of the current legislation, and compare it with other international jurisdictions, it should be recognised that historically the interests of landlords have been broadly accommodated in NSW.

There is now an increased recognition of the challenges affordable housing presents in the Marrickville LGA, and across NSW more broadly. There are a range of legislative changes, as proposed by these submissions, which could make a tangible difference to the lives of renters, without detrimentally impacting on a landlord's 'bottom line', nor infringing on their rights to utilise the property 'as they see fit'. It is worth noting that people who rent their homes are also people who live in communities, and that the happier and more secure they are in their homes, the better the communities they form. Let's do it for NSW.

## Summary of Recommendations

1. Landlords should be limited in the grounds on which they can terminate a tenancy. Valid reasons should be limited to:
  - a) The landlord requires the property to personally live in
  - b) The property requires significant repairs (or demolition) which would make the property uninhabitable
2. Section 10 of the Act should be repealed, to reinstate the tenancy rights of sub tenants without written agreements. Any sub tenant living in a property subject to the Residential Tenancies Act should be covered by the Act. If a landlord or head tenant wants to assert that a tenant is not covered by the Act, the onus should be on the landlord to establish that this is the case.
3. Anyone with evidence of paying for accommodation should have recourse at NSW Civil and Administrative Tribunal for return of bond or overpaid rent.
4. Boarding house residents' bonds (or 'security deposits' as they are sometimes known) should be required to be lodged with the Rental Bond Board. Share housing bonds (including those of any sub tenants) should be required to be lodged with the rental bond board and mechanisms provided for disputes to be resolved by NSW Civil and Administrative Tribunal.
5. Tenants Advice and Advocacy Services funding should be reinstated to levels consistent with demographic changes since 2002, and future funding should be appropriately indexed to continue to accommodate future increases in demand for the service.