

Submissions

The SA Government is committed to a broad public consultation and invites all interested parties to provide submissions on the discussion paper. Submissions can also suggest changes to the RTA that are not addressed in the discussion paper.

While submissions may be lodged electronically or by post, electronic lodgment is preferred. For accessibility reasons, please submit responses sent via email in a Word or RTF format. An additional PDF version may also be submitted.

The *Residential Tenancies Act 1995* and Residential Tenancies Regulations 2010 are available on www.legislation.sa.gov.au.

Please send all submissions by 5pm, Friday 16 December 2022. Please address any enquires to CBSReforms@sa.gov.au.

How to Respond

1.Email CBSReforms@sa.gov.au

2.YourSAY www.yoursay.sa.gov.au/renting-law-reform

3.PostAtt:

Residential Tenancies Review

Consumer and Business Services

GPO Box 1719

ADELAIDE SA 5001

Please note that submissions (including name and address details) may be made publicly available. If you do not wish for your submission or any part of your submission to be made public, please mark your submission 'Confidential – Not for Publication' and provide your reasons for this.

Please be aware that, unless a request for confidentiality is made, information contained in any submission may be referred to publicly or published. Any material identified as 'confidential' is still subject to the *Freedom of Information Act 1991* and, while efforts will be made to keep the material confidential, in some circumstances it may be disclosed under that Act. Where disclosure of information may identify you attempts will be made to consult with you under the *Freedom of Information Act 1991* before the documents are disclosed.

This submission was made by:

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1. Longer tenancies

There have been efforts nationwide to provide renters with greater security of tenure. Recent changes to legislation in New South Wales (NSW) and Victoria (VIC) prevent landlords ending tenancies with 'no cause'. Similar changes are under consideration in other jurisdictions.

Requiring landlords to have a prescribed reason for discontinuing a tenancy will provide tenants with greater security of tenure and more confidence to assert their rights without fear of a retaliatory eviction.

Prescribed reasons for termination and non-renewal

In SA, residential tenancy agreements can be categorised as either fixed term or periodic leases.

The RTA currently allows for landlords to terminate a periodic tenancy agreement without specifying a reason. Further, there is no obligation for a fixed term agreement to be renewed.

Consideration will be given to introducing a requirement for landlords to provide a prescribed reason for the termination of a periodic lease or the non-renewal of a fixed term tenancy agreement. These prescribed reasons would include a breach of the tenancy agreement or one of the purposes listed at section 81(1) of the RTA, which include for the renovation, occupation, or sale of the property.

Consideration will also be given to whether additional grounds for eviction or non-renewal of a tenancy agreement should be introduced.

Longer fixed term agreements

Long fixed-term tenancy agreements are tenancy agreements that continue for a period of 5 or more years. These agreements can offer greater security and stability for both landlords and tenants. Tenancy legislation in VIC allows for longer tenancies by accommodating bond top ups, allowing for the installation of fixtures or alterations during the fixed term, and capping the break lease fee if a tenant breaks the lease prematurely.

Caveats

The real estate sector has indicated that landlords and land agents are reluctant to offer tenancies longer than 12 months due to the belief that this will give the tenant a right to lodge a caveat over the property pursuant to the *Real Property Act 1886* (RPA).

A person claiming to have an interest in a property can lodge a caveat pursuant to the RPA. The person lodging a caveat is called the caveator and the person who owns the property is called the caveatee. A caveat protects the caveator's interest in a property and may prevent the caveatee from selling or transferring their interest in a property until this is dealt with. Lodging a caveat at the Lands Titles Office is a serious matter and can only be done to protect direct interests in a property. The mere fact that a person is owed money does not mean they can lodge a caveat over the debtor's property. Caveats only concern interests that directly relate to a property itself, such as having occupancy rights under a tenancy agreement. The ability for a tenant to lodge a caveat over their landlord's property is not affected by the length of the tenancy.

A caveatee can apply to the Registrar-General to have a caveat withdrawn after 21 days' notice is given to the caveator. The caveator can apply to the District Court or Supreme Court to extend this notice period and to also establish the validity of their interest in the property. Where a caveat is lodged without reasonable cause the caveator can be liable to compensate any person suffering loss as a result. A person cannot lodge a further caveat in relation to an interest that was subject to a previous caveat without permission from the Court.

It is proposed to explore this issue further to understand the concerns of landlords and land agents and consider whether amendment to the RTA is necessary to support longer tenancies.

Termination notice periods

Landlords are currently required to provide a tenant with a minimum of 28-days' notice prior to the end of a fixed term tenancy agreement if they do not intend to renew the tenancy agreement. Consideration will be given to whether landlords should instead be required to provide a minimum 60-days of notice. This will provide consistency with the minimum notice period a landlord must give before terminating a periodic lease and will provide tenants with more time to make accommodation arrangements in the lead up to the end of their tenancy.

For Comment

- Should the RTA include a requirement for landlords to provide a prescribed reason for the termination of a periodic lease or the non-renewal of a fixed term tenancy agreement, and if so, what should these prescribed reasons be?
- Should the RTA be amended to accommodate longer fixed term tenancy agreements?
- Should the minimum notice period required prior to the non-renewal of a fixed term tenancy agreement be extended to 60-days?

The LASA does not support.

Knee jerk reaction due to existing rental. If the government ceased continual hindrances this could be amicably resolved. The LASA supports the current legislation given the bond and SACAT issues. The LASA does not support the government dictating how to run our businesses. Coles and Woolworths do not need to do this.

Who's going to provide definition of a prescribed reason?

This comment is ambiguous.

The LASA does not support due to the legal complications the government appears to be reinventing the wheel.

Caveats: The LASA notes that even the government is not clear on the consequences when a tenant places a caveat on a landlord's property.

2. Residential Bonds

Maximum bond amount

The majority of residential bonds lodged in SA are equivalent to six weeks rent. This is greater than in other jurisdictions, where they are equal to four weeks rent. In the Northern Territory (NT), NSW, Tasmania (TAS) and the Australian Capital Territory (ACT), the maximum residential bond amount is capped at the equivalent of four weeks rent in all circumstances.

Legislation in SA, Western Australia (WA), VIC and Queensland (QLD) caps the maximum residential bond at the equivalent of four weeks rent when the weekly rent of the property is under a prescribed amount. In WA this prescribed amount is \$1,200, in VIC it is \$900, in QLD it is \$700, and in SA it is \$250. This \$250 amount is referred to in section 61(3) of the RTA as the 'relevant limit'.

When introduced, the relevant limit covered the majority of rental properties in SA, with only tenants leasing high-end properties required to pay a bond equivalent to six weeks rent. As the price of rents in SA have increased, this is no longer the case. Today, approximately 91 per-cent of bonds lodged in SA are equivalent to six weeks rent.

It is proposed that increasing the relevant limit to \$800 would more accurately reflect the intention of the relevant limit, which is to capture high-end rental properties in a separate category where a bond higher than the equivalent of 4 weeks rent may be warranted.

Bond lodgements and refunds

In SA, bonds are not transferable. When moving between properties, renters are often expected to pay a bond for their new rental property prior to the refund of their existing bond. This means a tenant can have the equivalent of 12 weeks rent lodged as bond money, which can total between \$3,500 to \$5,000. Reducing the maximum bond amount, as proposed above, would go some way towards easing this financial obligation.

The LASA strongly suggests the re-introduction of "Bond Transfers".

Perhaps the Housing SA can be approached to work with the government to implement a 'short term' solution.

Policies are no bond no keys.

The SA Government will consider workable options to reduce the average time it takes to release bonds. Consideration will be given to whether it is practical for a bond to automatically be returned to a tenant once a certain amount of time has passed and no claim on the bond has been made.

The LASA does not believe this is a workable option.

SACAT timeframes have exploded over the recent years to many weeks waiting times. Bond is totally exhausted.

Alternatively, streamlining the bond refund process may involve an education piece, to ensure tenants understand they have the same power to initiate a bond release as a landlord or land agent.

Encouraging tenants and landlords to complete their final inspection of the property at the same time can also reduce bond disputes and any subsequent delay in bond refunds.

The LASA strongly supports however reality is this is not always achievable – tenants fail to attend – tenants abandon.

All residential bonds in SA must be lodged with Consumer and Business Services (CBS). When lodging a bond, land agents are required to lodge the bond with Residential Bonds Online (RBO) through the CBS website. Private landlords can choose to use the RBO or to lodge the bond with CBS manually. Consideration will be given to whether there is benefit in ending manual bond lodgements and directing resources towards RBO training and information guidelines to assist landlords who are new to using the system.

The LASA does not support preventing manual lodgement or refunds.

CBS also holds a large amount of unclaimed bond money. As part of ensuring tenants are refunded all bond money to which they are entitled, it is proposed for the RBO to obtain further tenant contact details for the purpose of reuniting tenants with unclaimed bonds. There are also calls for clarification of the bond refund process in circumstances involving a deceased estate. When a tenant dies and the family of the deceased are left to wind up the tenant's affairs, there are no guidelines about the requirement of family to notify the landlord and whether rental arrears can accrue.

The current RTA clearly states a tenancy comes to an end at time of death. The LASA proposes the rental allowance to be claimed whilst the family attend to the tenant's possessions be 21 days capped.

Alternative bond loan products

In recent years, numerous organisations have approached CBS seeking to introduce alternative bond loan products, targeted at renters seeking to avoid outlaying a full bond at the commencement of their tenancy. Alternative bond loan products vary from underwriting a tenant's bond via an insurance contract through to payday lending.

To date, alternative bond loan products have generally not complied with requirements under sections 62 and 63 of the RTA, which specify how bonds are to be lodged and to whom they can be refunded.

The LASA refrains from comment at this point in time. The current legislation does not mention this issue.

There has been little support for amending the RTA to accommodate these alternative bond products. Concern was expressed that acting to accommodate alternative bond products, which often have high fees attached, may have negative financial implications for some tenants. It was also raised that an alternative service, operating at no cost to the user, is provided by the South Australian Housing Authority (SAHA) through its Private Rental Assistance Program. SAHA can provide bond guarantees to customers, provided they meet certain eligibility requirements.

For Comment

- Should the relevant limit be increased to \$800 to allow most tenants in SA to pay a bond of no more than the equivalent of 4 weeks' rent?

The LASA definitely does not support increases to the bond from \$250.00 to \$800.00.

The LASA suggest raising limit from \$250.00 to \$400.00 = 4 weeks
\$401.00 = 6 weeks bond

This proposed "relevant limit" is nowhere near the reality of the rental market. We have not been aware of rental property being available for \$200 a week for a very long time. We not agree with reducing the bond requirements of 4- and 6-weeks amounts. In a six-week bond scenario it is not enough to cover losses to a landlord for non-payment of rent alone.

The rent has to be in arrears 14 days before any action can be taken, that's 2 weeks consumed. One week to rectify, that's 3 weeks and 2 days minimum consumed if the breach is not rectified. Another day lost applying to SACAT for a determination, not to even guess at the timeline for a hearing. The bond will be long consumed by loss of rent alone by the hearing date at a SACAT tribunal hearing plus the tribunal order will allow a further seven days to either commence a conditional order or vacant possession is provided. In best case scenario as it is fact that SACAT allows 2 – 6 weeks to vacate. Introduce 7-day rental arrears for Form 2's for non-payment of rent.

- Should the RBO be made mandatory and require additional tenant contact details upon registration to minimise unclaimed bonds?

The LASA does not support the mandatory usage of the RBO system. The RBO system is time consuming. Tenants are not always forthcoming in providing forwarding addresses.

3. Rent bidding

Rent bidding occurs when a prospective tenant offers or is asked to pay more than the advertised rent amount for a rental property. Currently, the RTA does not expressly prohibit rent bidding. The SA Government will consider changes to the RTA to stop rent bidding, as the practice impacts rental affordability by driving up rental prices.

VIC, QLD and ACT have all introduced changes to discourage rent bidding.

The LASA supports prohibiting rent bidding.

In these jurisdictions, landlords can still accept offers of rent above the advertised price, provided the offer is made by the prospective tenant without the landlord or land agent soliciting or requesting the higher offer.

The LASA supports this

Landlords and land agents are also prohibited from advertising rental properties within a price range, as this is thought to encourage prospective tenants to make offers above the advertised price.

It is proposed that SA amend the RTA to explicitly ban landlords and land agents from advertising a property with a rent range, putting a property up for rent auction and soliciting offers over the advertised rental price. It is proposed that landlords would still be able to accept offers above the advertised price, provided the offer is not solicited by the landlord or land agent.

For Comment

- Should landlords and land agents be prohibited from advertising a property within a rent range, putting a property up for rent auction and soliciting offers to pay an amount of rent above the advertised price?

The LASA acknowledges concerns re above.

Nonetheless we believe prohibiting may prevent potential tenants approaching Landlords/Agents with their own proposal/situation.

Eg; Short term tenancy request

Long term tenancy request

Pet request

Payment arrangements

We suggest this type of advertising reflects openers.

4. Rooming houses and shared accommodation

Rooming houses often provide a home to vulnerable people, including those living with poor mental health, alcohol or substance abuse issues, or an illness or disability. In 2017, Shelter SA released a report titled *The End of the Road: Rooming Housing in South Australia*. This report identifies issues with existing legislation failing to recognise the evolution of the rooming house sector and the need for increased legislative protections.

The RTA defines a rooming house as a residential premises in which rooms for at least 3 people are available for residential occupation on a commercial basis. Part 7 of the RTA regulates the relationship between the operator of a rooming house (known as the proprietor) and residents. Tenants of a rooming house do not have the same rights as other tenants, including rights to possession and quiet enjoyment of a premises.

Legislation in other jurisdictions, including QLD, NSW, and VIC, establish registration or licensing schemes for rooming houses, minimum housing and operational standards and include 'fit and proper' person checks on potential proprietors. Consideration will be given to amending the RTA to include a similar registration scheme for rooming houses in SA that accommodate 5 or more residents.

The proposed amendments would seek to maintain a fair balance between the rights and obligations of rooming house proprietors and residents. Any regulatory intervention will need to be considered carefully in light of increased cost of living pressures and concerns around affordable housing.

Defining and differentiating types of shared accommodation

In order to capture those living in a rooming house with only two residents, consideration will also be given to amend the definition of a rooming house to capture premises that accommodate 2 or more people. To ensure clarity about the rights of tenants and residents in different living situations, it is also recommended that the RTA specifically address individual lodgers and those renting granny flats to ensure they are afforded similar protections to residents living in rooming houses.

For Comment

- Should the definition of a rooming house be amended to include rooming houses that accommodate 2 or more residents?
- Should the RTA establish a registration scheme for rooming houses that have 5 or more residents and require 'fit and proper' person checks for proprietors?

The LASA refrains from comment at this point in time.

5. Renting with pets

Pets can provide emotional and mental health benefits and are an integral part of life for many South Australians. When tenants are unable to find suitable housing that will accept their pets, it can result in their pet being abandoned, surrendered, or put down.

Recent reforms in VIC, QLD, NT, and ACT have removed the absolute discretion of a landlord to deny a tenant's request for a pet.

Reasonable conditions

Consideration will be given to the introduction of a presumption that a tenant who applies to keep a pet in a rental property cannot have their request unreasonably refused, provided the tenant agrees to comply with any reasonable conditions imposed by the landlord.

Situations where a landlord may reasonably refuse a pet include where the strata prohibit pets, where there are health or safety risks of keeping the pet, and where there is not adequate fencing or appropriate space to contain the pet.

It is proposed that landlords would be entitled to impose reasonable conditions on a tenant keeping a pet. Such reasonable conditions might include keeping the pet outside. A tenant who does not agree with the reasonable conditions imposed by the landlord, would be required to apply to the South Australian Civil and Administrative Tribunal (SACAT) for a determination on whether the conditions are deemed reasonable.

Pet bonds

Pet bonds are another option to alleviate landlord concerns about the property damage pets may cause. Pet bonds are an additional amount added to a tenant's bond to help provide the landlord with additional security, should any damage occur to their property. The need for a pet bond may be contingent on a pet's ability to cause damage, meaning that if introduced, pet bonds may not be required in all circumstances.

The introduction of a pet bond scheme has raised concerns relating to the hardship that it may cause tenants, particularly in the context of the current rental affordability crisis. WA is currently the only Australian jurisdiction that allows pet bonds, which are restricted to a one-off payment of \$260 for pets that are capable of carrying parasites which can affect humans.

For Comment

- Should the RTA include the presumption that a tenant who applies to keep a pet in a rental property cannot have their request unreasonably refused, provided the tenant agrees to comply with any reasonable conditions imposed by the landlord?

The LASA does not support any changes to the current Pet legislation.

- Should a pet bond scheme be introduced in SA?

Reality from Landlords whom have incurred abandoned animals and pet damage supports a pet bond being permitted should a landlord consider a pet.

The issue we see here is what is fair and reasonable for a Maltese to German Shepard if a pet bond was to be introduced – it may waiver some Landlords.

6. Housing standards and retaliatory evictions

Minimum housing standards are currently prescribed under the *Housing Improvement Act 2016* (HIA). This legislation is administered by the Housing Safety Authority (HSA) to ensure all residential premises are safe and suitable for human habitation. Landlords also have obligations to repair under the RTA.

The SA Government is aware that in some cases, tenants are choosing not to report repairs for fear of a retaliatory eviction or rent increases. There is also concern that some renters are continuing to live in houses that do not meet the HIA minimum standards either because they are unaware that these safety standards exist, or they do not want their tenancy to be terminated on the grounds that their house is found to be unsafe or unsuitable for human habitation. As outlined under Section 1 of this paper, specifying clear permissible reasons for the termination or non-renewal of a tenancy agreement is likely to prevent evictions that are retaliatory in nature. Consideration will also be given to whether additional complimentary provisions are needed to ensure tenants can exercise their rights without the risk of a retaliatory eviction or rent increase.

LASA provides rental properties to tenants acknowledging their responsibility to safety and compliance to Housing Safety Authority and SA Building codes.

Minimum energy efficiency standards

The introduction of minimum energy efficiency standards in rental properties will likely improve the comfort of these homes whilst also reducing their environmental impact. Views are sought as to the gradual introduction of energy efficiency requirements in rental properties, noting that any action to legislate standards must tread carefully as to avoid landlords taking rentals off the market and further reducing supply. An early measure may include the requirement for any new appliances installed in a rental property to meet a certain energy efficiency standard.

For Comment

- Should the RTA include further complimentary provisions to those proposed under Section 1 of this paper to ensure tenants can exercise their rights without the risk of a retaliatory eviction or rent increase?
- Should the RTA impose minimum energy efficiency standards in rental properties?

The LASA does not support the RTA implementing any further changes to the current legislation in relation to non-renewal of tenancies.

As acknowledged should the RTA minimise energy standards the current rental pool has the high probability of reduction in supply.

Not all Landlords have the financial capacity to install solar or other deemed cost saving items to their current rental properties.

7. Safety modifications and minor changes

Preventing injuries and deaths caused by toppling furniture is a 2022-23 priority for the Australian Competition and Consumer Commission (ACCC). The ACCC estimates that in Australia, toppling furniture results in multiple deaths and at least 900 injuries requiring medical treatment each year. Most of these involve children under 5 years of age.

The RTA prevents tenants making alterations or additions to their rental property without the landlord's written consent. This can prevent tenants safely anchoring furniture to keep it from toppling.

How is it clear in the Act – Have consent from Landlord/Agent – Safety Clause

Amendments to tenancy law in WA and VIC allow for tenants to attach furniture to a wall using wall anchors, with some exceptions, including where the home is heritage listed or contains asbestos. It is proposed that similar amendments are introduced in SA.

Allowing tenants to make other minor alterations at their own expense—such as installing child safety gates, childproof latches, wireless outdoor cameras, water saving showerheads or handheld showerheads to assist elderly or disabled occupants, and temporarily replacing internal window coverings (like curtains and removable blinds)—is also a matter for consideration.

For Comment

- Should the RTA be amended to prevent the unreasonable refusal of safety modifications and minor changes including the installation of wall anchors, child safety gates, childproof latches, wireless outdoor cameras, showerheads, and internal window coverings?

The LASA believes current legislation covers the above with only “minor” amendment emphasising “Safety Requirements” requested at the tenant’s costs.

8. Start of tenancy requirements

For prospective tenants, securing suitable rental accommodation can be challenging. In March 2022, Adelaide recorded the lowest ever vacancy rate of any capital city in Australia. Prospective tenants often find the process of inspecting and applying for multiple properties stressful and onerous, particularly when finding new rental accommodation is a matter of urgency. The difficulty of this situation is intensified for those with a limited understanding of English or who otherwise have difficulty completing forms.

Standardised application forms

When submitting a rental application, prospective tenants can be asked to complete a rental application form with information about their identity, contact details, dependants, income, previous rental details, reason for moving and length of time they plan to rent.

There is support from tenant advocacy groups to simplify the residential tenancy application process through the implementation of a single application form with standardised questions. Such a form would enable prospective tenants to apply for multiple rental properties with minimal paperwork.

It is suggested that this form limit the amount of information required in tenancy applications to protect the privacy of applicants. In SA, a landlord has the right to choose a suitable tenant, but it is against the law to make this decision based on personal characteristics such as age, race, religion, gender identity or whether the person has children. It is recommended that any standardised form, or limitation on the information landlords or land agents can request, prohibit questions on these topics.

Tenant blacklists and access to personal information on tenant databases

A residential tenancy database, or 'blacklist', is a privately owned database that can store personal information about a tenant's rental history for a maximum of three years. These databases are subject to provisions under Part 5A of the RTA.

Landlords, land agents and database operators who list personal information about a person in a residential tenancy agreement must, if requested by the person, provide them with a copy of the information within 14 days. Currently a fee may be charged for this service, provided the fee is not excessive. It is proposed to amend the RTA to prohibit landlords, land agents and database operators from charging this fee.

For Comment

- Should the RTA require prospective tenants to use a standardised application form in any application for a rental property that has questions that restrict the amount of personal information a landlord or land agent can gather about a prospective tenant?

The LASA supports the application form can be a standardised form but allowance should be available to Landlords or Agents to ask for additional information that is not included in the form. We believe that the question regarding the number of children should be relevant to assist in determining whether a property is suitable for the number of occupants intended.

- Should the RTA be amended to prohibit landlords, land agents and database operators from charging a fee to a person who requests a copy of the personal information about themselves that is listed on a residential tenancy database?

The LASA does support a capped fee at 12 months, 2 years or 3 years. Labour intensive locating archives.

9. Domestic violence provisions

The RTA was amended in 2015 to help domestic violence (DV) victims leave their rental property by allowing them to take their name off a joint lease without financial penalty or the consent of the other tenant. Since this time, other jurisdictions have introduced amendments that are understood go further in protecting the financial interests of DV victims.

In SA, landlords cannot be disadvantaged in relation to how much they would ordinarily be entitled to receive from the bond when a tenant exits the property. Whilst SACAT may order that the DV perpetrator is liable for more costs, where the costs owed to the landlord exceed the perpetrator's portion of the bond, the victim is still liable up to the amount of their share of the bond.

Submissions are sought about strengthening the financial protections for DV victims within the RTA. The SA Government has also established a taskforce focused on housing security for older women, noting that older women are the fastest growing group of people experiencing homelessness in Australia. Suggestions as to how the RTA may improve housing security for this group will also be considered.

For Comment

- **Are further amendments required to strengthen financial protections for victims of DV who are renting?**

The LASA supports the current legislation and believes in the reality of the “grass roots” interactions between both parties.

Any further amendments will cause further losses to Landlord.

Though SACAT may deem certain payments, regrettably the majority of the time the Landlords still incur for more losses than any portion of a bond will cover.

Eg; Tenant damage

Loss of income

Unnecessary downtime to repair premises plus normal marketing expenses and the time the property is readvertised.

10. Water billing

A lease agreement can contain information about a tenant's obligation to pay for water use and supply. In SA, where there is a separate water meter and nothing written in the tenancy agreement about water billing, it is the obligation of the tenant to pay for their water use and the supply fee.

There has been recent advocacy to amend the RTA to require landlords to issue a copy of the water bill to the tenant in a specified timeframe, instead of placing the onus on the tenant to request a copy of the bill within a certain timeframe. This would allow the tenant fair time to assess the bill and make payment. It is noted any personal identification details of the landlord could be redacted before it is provided to the tenant.

To promote a water billing system that is equitable and consistent with other jurisdictions, it is proposed that the water supply fee be paid by landlords. The supply fee is a statutory charge that is separate from the amount charged for water usage. SA is currently the only state where the default position is for the supply charge to be paid by the tenant. In other jurisdictions, the supply charge can only be paid by the tenant when the property is individually metered and meets minimum water efficiency requirements.

At present, tenants are not recognised as SA Water customers under the *Water Industry Act 2012* (WI Act) and therefore are not billed separately like other utilities, such as electricity and gas. This will be explored further and considered by the Government separate to the RTA review.

The LASA has advocated for 30 Years to have SA Water invoice to the tenants direct as Victoria.

Where the tenant is not SA Water's customer, consideration will be given to how water leaks and disputed bills are actioned, and how rebates and financial hardship concessions are accessed and applied. It is proposed that consideration of these issues and the landlord's responsibility in these circumstances will also address how excess water is dealt with.

For Comment

- Should the RTA require landlords to provide tenants with a copy of any water bill the tenant is required to pay within 30 days of receiving the water bill?

The LASA supports all Landlord's and Agents providing a copy of the SA Water invoice at the time of invoicing the tenants.

- Should responsibility for the payment of the water supply fee be paid by the landlord, as is the standard practice in other jurisdictions?

The LASA does not support the removal of supply charge. It is a service that same as Gas & Electricity to be borne by the tenant.

- Should landlords have a full or partial obligation to pay the excess water charges resulting from a reported water leak that remains unrepaired, noting this would require the RTA to define how excess water charges are identified?

As all water is charged as usage the tenant should remain fully responsible "UNLESS" a problem arises and a qualified plumber or SA Water representative provides a report that fair and reasonable compensation should be awarded to the tenant.

Nonetheless please be mindful tenants are known to not report ongoing water leaks over a 3-month period.

The Landlord should not be required to compensate a tenant for their failure to report to the Landlord or Agent to have a leak attended too in a timely manner.

11. Illegal drug activity

Illicit drug activity in residential properties is a concern for tenants, owners, property managers and real estate agents due to potential health and safety risks to occupants.

Homes may be contaminated or damaged due to the smoking or production of illicit drugs, especially methylamphetamine (meth, ice, crystal meth) or cannabis (marijuana, THC). It is proposed that landlords who know or suspect that illicit drugs have been manufactured or regularly smoked in their property would be required to undertake necessary remediation before leasing.

Prospective tenants would also be able to request evidence that the known contamination of a property has been remediated or evidence that no remediation is required.

For Comment

- Should landlords who know or suspect that illicit drugs have been manufactured or regularly smoked in their property be required to undertake necessary remediation before leasing the property and provide evidence of this to prospective tenants?

The LASA cannot support a blanket approach on this proposal. Under current legislation requiring Landlord/Agent to provide a safe and clean property, it is noted that all Landlords & Agents are legally responsible to conduct a forensic clean of any property that maybe suspected of have had illicit drug activities.

Re smoking; Current legislation Landlords & Agents have the ability to emphasise the consequences of smoking inside the property.

The LASA does not support legislation enforcing owners to incur unnecessary costs –which obviously will affect a property owner to budget for an added cost unnecessarily, which ultimately increases the rental market costs.

Current legislation meets requirements.

12. Third party payments

In 2021, the SA Government received reports that some real estate agents were varying the conditions in residential tenancy agreements to require tenants to pay their rent via an application that incurred a collection fee. If tenants sought to avoid paying this collection fee, their only option was to pay their rent by cash at Australia Post outlets

Section 56A of the RTA requires the landlord to offer at least one alternative means of rental payment that does not involve cash, or the collection of a fee by a third party.

The removal of the option for tenants to pay their rent electronically without incurring a fee appears to contravene the intention of s 56A. Given the increasing inclination towards electronic payment methods, it is recommended that these provisions be reviewed to safeguard protections for tenants.

For Comment

- Should the RTA prohibit landlords or land agents charging tenants an additional fee to make rental payments, whether this is directly or indirectly by passing on costs from third parties engaged by the landlord or land agent to facilitate payment?

The LASA would support effective wording of the RTA to enable tenants to pay EFT – No cost to the tenant.

Cash payment direct into a banking institution with the precise detail of the tenant's payment.

Eg; 10 Smith Street, = Rent

10 Smith Street, = Water

10 Smith Street, = with allocated unique code from Landlord or Agent

13. Modernisation of Language

It has been proposed that updating language within the RTA should be considered as part of the RTA review. It was suggested that replacing the term 'landlord' with a more modern alternative, such as 'lessor' may be preferred by South Australians.

Victorian rental laws that came into effect in March 2021 replaced the term 'landlord' with 'rental providers', 'tenants' with 'renters', 'tenancy agreements' with 'rental agreements', and 'rooming house owners' with 'rooming house operators.' It is noted that the majority of other jurisdictions still use the term landlord in their legislation, except in the ACT, where the term 'lessor' is used.

For Comment

- Should terms within the RTA be updated? If so, which terms should be revised and what should they be replaced with?

The LASA acknowledges that the current terminology has been debated for many years as being defined that the terminology of Landlord automatically insinuates that the Landlord holds a superior title.

Nonetheless as noted the "majority" of jurisdictions have retained the terminology. Also given the multi-Culture of our current society.

The difficulty of this situation is intensified for those with a limited understanding of English or who otherwise have difficulty completing forms.