



3 August 2022

To the Attorney-General and Minister for Justice
10th Floor, Executive Building
15 Murray St
Hobart TAS 7000

via email: elise.archer@parliament.tas.gov.au

To the Honourable Elise Archer MHA,
Re: Reform of the *Residential Tenancy Act 1997 (Tas)*

We welcome the news that the Tasmanian Government will amend the *Residential Tenancy Act 1997 (Tas)* to allow residential tenants the ability to have a pet unless the landlord has reasonable grounds for their exclusion. This important reform will bring Tasmania into line with the Australian Capital Territory, Northern Territory, Queensland and Victoria.¹ Importantly, none of these jurisdictions allow an additional pet bond to be paid.²

In Tasmania, landlords are able to request bonds of up to four weeks rent and usually require that rent is paid two weeks in advance, meaning that most residential tenants are required to pay six weeks rent in advance (4 weeks bond + 2 weeks rent) at the commencement of their residential lease agreement.³ With the median rent in inner city Hobart currently \$600.00 per week and \$470.00 per week in inner city Launceston, many residential tenants are required to pay up to \$3600.00 before moving into their new home. It should also be acknowledged that most residential tenants do not receive their bond back before moving into another rental property meaning that many face the additional financial burden of paying another six weeks' worth of rent in order to move into their new home.

We would also note that residential tenants across Tasmania are already paying significantly more bond than five years ago. According to data collected by the Rental Deposit Authority and published by the Tenants' Union of Tasmania, bonds have increased by 50 per cent with the average residential tenant paying around \$700.00 more bond than five years earlier.

¹ Sections 71AE and 71AF of the *Residential Tenancies Act 1997 (ACT)*; Section 65A of the *Residential Tenancies Act 1999 (NT)*; Division 5B of the *Residential Tenancies Act 1997 (Vic)*. In Queensland, the inclusion of sections 221A, 221B and 221C into the *Residential Tenancies and Rooming Accommodation Act 2008* will commence on 1 October 2022.

² Section 20 of the *Residential Tenancies Act 1997 (ACT)*; Section 29 of the *Residential Tenancies Act 1999 (NT)*; Section 31 of the *Residential Tenancies Act 1997 (Vic)*; section 112 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

³ Sections 18, 25(4) of the *Residential Tenancy Act 1997 (Tas)*.



Weighted median rent for 3-bedroom properties in Tasmanian regions

Region	Rent March 2017	Rent March 2022	% Increase
Greater Burnie	\$255.00	\$350.00	37%
Central Coast	\$280.00	\$400.00	42%
Greater Devonport	\$270.00	\$363.00	34%
Rural North West	\$263.00	\$350.00	33%
West Coast	\$170.00	\$255.00	50%
Inner Launceston	\$328.00	\$470.00	43%
Outer Launceston	\$300.00	\$425.00	41%
North East	\$220.00	\$350.00	59%
Central North	\$278.00	\$450.00	61%
Central South	\$270.00	\$420.00	55%
South East	\$328.00	\$470.00	43%
Eastern Shore	\$330.00	\$518.00	56%
Hobart City	\$450.00	\$600.00	33%
Kingston Area	\$380.00	\$540.00	42%
Glenorchy City	\$330.00	\$495.00	50%
Far South	\$293.00	\$420.00	43%
Tas. Average	\$300.00	\$450.00	50%

Source: *Tasmanian Rents* March 2017; *Tasmanian Rents* March 2022. As found at <http://tutas.org.au/publications/tasmanian-rents/> (accessed 2 August 2022).

Over the same five-year timeframe there has not been a concomitant increase in the quality of rental accommodation, meaning that residential tenants are paying significantly more bond for no justifiable reason.

While the real estate industry often cites anecdotal experience of extreme damage in opposition to strengthening the rights of residential tenants to have pets, research carried out by the Australian Housing and Urban Research Institute (AHURI) cites a study that found that property damage in households with pets was no more likely than damage caused in households without pets.⁴ The report also found that 60 per cent of Australian households have a pet and about 15-25 per cent of surrenders are because their owner cannot find an accommodating rental property.⁵

- *Assistance animals*

We also note that the current exclusion of pets from rental properties does not apply to guide dogs.⁶ In our opinion, this should be broadened to include 'assistance animals'. This would make the Act consistent with the *Anti-Discrimination Act 1998* (Tas) and the *Disability Discrimination Act 1992* (Cth). The failure to expressly include 'assistance animals' creates uncertainty with many landlords and real estate agencies unaware that a failure to consent to assistance animals may constitute a breach of anti-discrimination

⁴ Australian Housing and Urban Research Institute, *Housing and housing assistance pathways with companion animals: risks, costs, benefits and opportunities* (AHURI Final Report No. 350 at 32). As found at https://www.ahuri.edu.au/data/assets/pdf_file/0026/66455/AHURI-Final-Report-350-Housing-and-housing-assistance-pathways-with-companion-animals.pdf (accessed 2 August 2022).

⁵ Australian Housing and Urban Research Institute, *Housing and housing assistance pathways with companion animals: risks, costs, benefits and opportunities* (AHURI Final Report No. 350 at 20).

⁶ Section 64B(2) of the *Residential Tenancy Act 1997* (Tas).

law. As a result, on a number of occasions we have filed complaints with Equal Opportunity Tasmania on behalf of tenants who have required such animals for their medical conditions.⁷

As the Australian Human Rights Commission has observed, there are inconsistencies in the law between Australian jurisdictions meaning “that people who use assistance animals face discrimination, uncertainty and a range of associated challenges to accessing the community”.⁸

Although we believe reference should be made to an ‘assistance animal’ rather than a particular type of animal, a useful model that should be considered is found in Victoria and Western Australia which allows residential tenants to have an ‘assistance dog’ which is defined as “a dog whose use can alleviate or manage an effect of a person’s disability or medical condition”.⁹

For all of these reasons we strongly recommend that the Act is amended to expressly provide for assistance animals as well as allowing residential tenants the ability to have a pet unless the landlord has reasonable grounds for their exclusion. At the same time, we strongly oppose any requirement that makes a pet conditional on the payment of a pet bond.

- ***No grounds evictions***

As the law currently stands, a landlord is able to evict a residential tenant at the end of their fixed-term lease agreement, without providing any additional reason. If the Act is amended to allow tenants to have pets against the wishes of their landlords, but the laws around end of lease termination are not changed, it is likely to lead to a situation in which tenants with pets are evicted at the end of their fixed-term lease agreement, in retaliation for having a pet. Or, at the very least, tenants will be reluctant to apply for a pet in the first place due to the risk of retaliatory eviction at the end of their lease – the lack of security will create a chilling effect. Without amendment, the current legislative regime around eviction undermines any attempt to improve the rights of tenants. A 2018 survey carried out by CHOICE for example found that 44 per cent of tenants are concerned that a request for repairs may result in eviction.¹⁰

As such, we strongly recommend that the narrow range of reasons that apply to non-fixed term lease agreements (breach of lease agreement, sale, renovations or used for another purpose) should also apply to residential tenants on fixed-term lease agreements.

⁷ As defined in section 9(2) of the *Disability Discrimination Act* (Cth). Examples include a dog trained to predict when its owner was likely to have an epileptic seizure, a cat who reduced our client’s Post Traumatic Stress Disorder and a pet bird who alleviated the side effects of its owner’s mental illness.

⁸ Australian Human Rights Commission, *Assistance animals and the Disability Discrimination Act 1992* (Cth). As found at <https://humanrights.gov.au/our-work/disability-rights/projects/assistance-animals-and-disability-discrimination-act-1992-cth> (accessed 2 August 2022).

⁹ Section 29(1A) of the *Residential Tenancies Act 1987* (WA); section 8(1)(e) of the *Dog Act 1976* (WA). Also see section 3(1) of the *Residential Tenancies Act 1997* (Vic); section 4(1) of the *Equal Opportunity Act 2010* (Vic).

¹⁰ CHOICE, National Shelter and the National Association of Tenant Organisations, ‘Disrupted: The consumer experience of renting in Australia’ (2018).

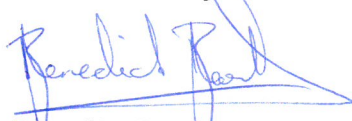
- ***Standardised Application Forms***

Finally, we strongly recommend that these reforms are introduced at the same time as standard application forms are mandated. Without standard application forms, real estate agents and landlords will continue to exclude prospective tenants with pets. For this reason, many residential tenants in those jurisdictions that currently allow pets, are incentivised to hide the fact that they have or want a pet until after they have already signed a lease agreement. This is not good practice, given that residential tenants are at risk of losing both their pet and their home in the event that the landlord successfully challenges the reasonableness of the tenant having a pet.

If you do not support standardised application forms, we request that the Act is amended to prohibit real estate agents and landlords from requesting information about pets from prospective tenants.

If you require any clarification or we can be of any further assistance please do not hesitate to contact us.

Yours faithfully,



Benedict Bartl

Principal Solicitor

Tenants' Union of Tasmania

cc: Peter Graham
Executive Director
Consumer, Building and Occupational Services

Rebecca White
Leader of the ALP Opposition

Cassy O'Connor
Leader of the Tasmanian Greens