Local Government Association Tasmania

Our Ref: ME | SJ

7 June 2024

Brad Wheeler
Executive Director
Consumer, Building and Occupational Services
Department of Justice

Via email: cbos.comms@justice.tas.gov.au

Dear Brad

**Residential Tenancy Act 1997 – Proposed Amendments (June 2024)**

Thank you for the opportunity to provide our preliminary views on the Tasmanian Government's proposed amendments to the *Residential Tenancy Act 1997*.

We note the very short timeframe for feedback, but acknowledge that these are preliminary views only ahead of more extensive formal consultation opportunities. Some members have expressed disappointment at the timeframe provided. In future, we recommend noting future official consultation opportunities and that this early opportunity is only advanced feedback for select stakeholders to assist in issues scoping. We also appreciate the flexibility provided in the feedback timeframe – this is helpful.

In addition, in our assessment, the rental tenancy arrangements and the *Residential Tenancy Act 1997* (RTA) are not directly a local government responsibility or operational matter. Nevertheless, our members may have views on the matter in the interests of their community, and especially related to housing and animal control which have significant local effect.

There was not sufficient time for us to get proper feedback from members, so the following feedback is only our assessment of the matter and not the formal views of our members. This would still need to be established later during other consultation opportunities, if provided.

**Pets in rentals**

Councils manage local animal control. This is mostly for urban areas and excludes State Government management of parks and wilderness areas. Councils have by-laws made under the *Local Government Act 1993* (Part 11) to support regulating animal control. Councils also have animal control roles under the *Cat Management Act 2009* and the *Dog Control Act 2000*.

Any changes to the RTA should ensure that they do not override local animal control measures or complicate existing operational arrangements for councils. We recommend making it clear in drafting and in supporting guidance that the amended provisions apply only to the leasing arrangements between tenant and landlord and do not change property owner and pet owner

obligations under any other Act or council by-law. However, delineating the different rights and responsibilities in a rental situation will be important.

In establishing rights of parties under the RTA, there is a tension between rights that support housing security outcomes (i.e. for the tenant) and those that support the use of housing assets for private investment (i.e. for the landlord). This is not a new issue and the core reason for the Act. Given that we are in a national housing crisis at all levels, and acutely for rentals, it would be consistent with local, state and national housing objectives to favour rights that support housing security outcomes.

Indeed, the Tasmanian Housing Strategy proposes a Housing First approach (Priority 2.1). For Priority 3 – Improve private market affordability and stability, it expresses objectives of:

> ***3.1 Affordability***
>
> *Objective: Continuing to help Tasmanians in rental stress and encouraging existing and prospective property owners to increase the supply of affordable and secure rentals.*
>
> ***3.2 Stability***
>
> *Objective: Reviewing legislation and systems in the rental market to strengthen renters' rights and seek improvements for social housing tenants.*

Delivering rights that support housing security outcomes for tenants would further these objectives.

**On-farm residences**

Latrobe Council has had significant problems recently with a land owner in Shearwater taking advantage of seasonal farm workers by overpopulating their rental property and creating unsafe living conditions. The case was regularly in the media[1]. Legal action, including emergency orders under the *Building Act 2016*, had to be taken to bring the landlord to respect laws that protect the health and safety of tenants, particularly vulnerable migrant workers (see TASCAT 78).

While this was in a relatively urban setting and not an on-farm residence, there seems to be an even greater risk in a rural farm setting, away from casual community surveillance, of a proponent flaunting laws intended to protect the health and safety of any residents. This includes tenants, but is particularly important for migrant workers, who are in a vulnerable economic, cultural and language situation, but essential for Tasmania's agricultural economy.

On-farm residences are an efficient way to support our economy, but workers, whatever their origin, must be afforded the same minimum level residential health and safety that we expect for all Australians. Flexibility might be fine in tenancy length of term or termination provisions (especially for the tenant), but this must not come at the expense of safety and wellbeing.

Just as for the Shearwater case, encouraging on farm residences through RTA flexibility may encourage a landowner to ignore important legal obligations under other acts. Our concern for

[1] See The Advocate: two articles 15 May (1,2), one article 4 June 2024.

local government is particularly the *Building Act 2016* and the *Land Use Planning and Approvals Act 1993*. We recommend that Consumer, Building and Occupational Services gives some thought about how they will manage this risk to minimise the chance of it arising again. We recommend making it explicit in supporting guides, forms, fact sheets, and model tenancy agreements that the landlord must comply with obligations under these acts, particularly when it comes to people's health and safety.

**Toppling furniture**

Toppling furniture is not directly a local government matter. Nevertheless, our councils value the health and safety of their community members, including tenants and their children. Your letter notes the potential for toppling furniture to cause injury or death.

If a landlord rejects giving a tenant permission to safely secure their furniture, a tenant may be unable to address a safety issue in a timely manner, leading to injury or death. It may be safer to simply require the tenant to notify the landlord, or to give the landlord a time limited opportunity to undertake securing work themselves (at their own cost), after which a tenant may proceed.

We do not consider it likely that securing toppling furniture would threaten the integrity or values of a premises of historic cultural heritage. Even in that unlikely eventuality, we consider it likely that our members would value the safety of people to take precedence over historic buildings.

Yours sincerely



Dion Lester
**CHIEF EXECUTIVE OFFICER**