

11 August 2023

Residential Tenancies Policy & Strategy
NSW Fair Trading
Better Regulation Division
Department of Customer Service
4 Parramatta Square
12 Darcy Street
Parramatta NSW 2150

Email: residentialtenancy@customerservice.nsw.gov.au

Improving NSW Rental Laws

Community Industry Group has welcomed The NSW Department of Customer Service inquiry into improving NSW rental laws and the opportunity to provide a submission.

About Community Industry Group

Community Industry Group is the peak body working for community services and organisations in southern NSW. We support community organisations, promote expertise and innovation in community development, foster industry development and advocate for social justice.

For 30 years, Community Industry Group (CI Group) has taken a leadership role in the local community services sector. We regularly engage with those organisations, services and individuals who work with disadvantage and vulnerable children, families, and communities. We also advocate on behalf of community organisations and vulnerable communities to raise awareness of the issues which are impacting service delivery and affecting the lives and outcomes of disadvantaged communities.

Our members include not for profit service providers who deliver:

- Homelessness Supports
- Women's and Domestic Violence Support Services
- Generalist Community/Neighbourhood Centres
- Aged Care
- Disability Services
- Youth Services
- Child and Family Services

Community Industry Group welcomes the opportunity to comment on the NSW Government commitment to prioritise the implementation of election commitments to make renting in NSW fairer and more affordable and to provide more protection for renters.

We would welcome the opportunity to discuss this submission with you further and/or to provide more information about the work CI Group undertakes in the community sector. I can be contacted on 02 4256 4333, 0407 933 279 or email nsloan@cigroup.org.au

Sincerely,



Nicky Sloan
CEO

Recommendations:

- All renters should be given a valid reason to end a lease, including at the end of a fixed term lease, providing renters with more security and stability in their tenancies.
- A landlord should only be able to use sale of property to end a lease if the property is under contract for sale and the purchaser requires vacant possession.
- Landlords should be required to supply copies of demolition permits and construction certificates to end the lease.
- Where significant renovation and repairs which require vacant access are undertaken, the tenant should be given the option for rent free period during the vacated period, and a continuation of the tenancy agreement after the completion of the repairs.
- Landlords should be able to terminate a lease for genuine change of use, however, to avoid misuse of this reason, there should be an embargo period of at least 12 months during which the property cannot be used as a residence.
- There should be a definition of what constitutes a 'member of their immediate family', and a minimum period of 12 months' occupancy established to prevent misuse of this reason.
- Each pet request should be considered on an individual basis rather than allow the landlord to refuse the keeping of animals at a specific property on an ongoing basis.
- Enact laws that make it easier for renters to have pets in rental properties, with clear guidelines and reasonable conditions to ensure responsible pet ownership.
- The Tribunal is not able to allow a landlord to refuse the keeping of animals at a specific rental property on an ongoing basis.
- The development of a standard rental application form which requires a minimum of information required to assess the suitability of the applicant.
- That all personal data be retained for the least practicable length of time.
- 30 days would give renters sufficient time to arrange the additional funds required to top up the new bond if the previous bond has been partially or fully claimed.
- Strengthen data privacy laws to enhance protections for renters' personal information, preventing its misuse and ensuring confidentiality.
- Protections are introduced to prevent a landlord from increasing rent when changing lease types.
- Develop a well-structured portable rental bond scheme that allows renters to transfer their bonds seamlessly between different rental properties, promoting flexibility and reducing financial burdens when moving homes.
- Limiting of one rent increase within a 12-month period for fixed-term agreements under two years.
- Landlords and agents should be required to offer free electronic payment options, such as online bank transfers or digital payment platforms.

What is your preferred model for ending fixed term leases and why?

A tenant should be able to remain in a rental property unless the property is no longer available for rent.

All renters should be given a valid reason to end a lease, including at the end of a fixed term lease, providing renters with more security and stability in their tenancies.

Are there any other specific situations where a landlord should be able to end a lease?

The property is being prepared for sale.

Intention to sell should not be considered a valid reason to end a lease. Indeed, CI Group is concerned that this could easily be misused. A landlord could use intention to sell to end a tenancy, and then simply have a change of mind.

In addition, investors purchasing a property may be disposed towards a tenanted property. We therefore recommend that a landlord should only be able to use sale of property to end a lease if the property is under contract for sale and the purchaser requires vacant possession.

Property will go through reconstruction, repair or renovation that requires it to be vacant.

Demolition and reconstruction may be a valid reason to terminate a lease, however, proof of demolition and reconstruction should be provided. Landlords should be required to supply copies of demolition permits and construction certificates to end the lease.

Renovation or repair may also be a valid reason, provided the renovations or repairs are of a significant nature which would require vacant access for a period of months. Furthermore, landlords must not be able to let a property fall into significant disrepair by neglecting their maintenance and repair obligations, and then end a lease to undertake these repairs.

Where significant renovation and repairs which require vacant access are undertaken, the tenant should be given the option for rent free period during the vacated period, and a continuation of the tenancy agreement after the completion of the repairs.

Will change its use (e.g., change from a home to a shop or office).

Landlords should be able to terminate a lease for genuine change of use, however, to avoid misuse of this reason, there should be an embargo period of at least 12 months during which the property cannot be used as a residence.

The landlord will move into the property, or a member of their immediate family will move in.

Naturally landlords and their family should be able to occupy a property which they own.

There should be a definition of what constitutes a 'member of their immediate family', and a minimum period of 12 months' occupancy established to prevent misuse of this reason.

What would be an appropriate notice period for the five proposed reasons (and for any other reasons you have suggested)? Why is it reasonable?

The lack of affordable rental property and the increase in homelessness across NSW has been well documented. In the event of a no-fault lease termination, it is vital that tenants have sufficient time to make alternative arrangements.

Determining an appropriate notice period for the five proposed reasons will depend on various factors, including the specific circumstances, local rental market conditions, and the laws and regulations in the jurisdiction. However, in general, a reasonable notice period should strike a balance between protecting the rights of tenants and providing landlords with sufficient time to address their needs or intentions related to the property.

- **Property Being Prepared for Sale:** As noted above. CI Group does not consider this a reason for end of lease. If there is an agreement for sale which includes the requirement for vacant possession, tenants should be advised as soon as contracts are exchanged and given ample time (90 to 120 days) to find alternative accommodation.
- **Property Undergoing Reconstruction, Repair, or Renovation:** A notice period of 90 to 120 days is generally reasonable for substantial reconstructions, repairs, or renovations that require the property to be vacant. Major renovation projects may involve significant disruption and require the property to be vacant for an extended period. A longer notice period allows tenants to find new housing and make necessary arrangements. As noted above, the tenant should have the opportunity for a continuation of lease following the repair or renovation.
- **Property Changing Its Use:** A notice period of 90 to 120 days is typically reasonable for a change in property use that requires the tenant to vacate. Changing the use of a property may involve rezoning or significant modifications. Tenants need adequate time to find new accommodation and adjust to the change.
- **Property to Be Demolished:** A notice period of 90 to 120 days is generally reasonable for demolition purposes. Demolishing a property requires extensive preparation and coordination. A longer notice period allows tenants to secure alternative housing and minimize disruption. Proof by way of demolition permit should be provided.
- **Landlord or Immediate Family Moving In:** A notice period of 90 – 120 days is reasonable when a landlord or their immediate family members plan to move in. This notice period provides tenants with sufficient time to find alternative

housing when the landlord or their family intends to occupy the property for personal reasons.

What reasons should require evidence from the landlord? What should the evidence be?

Requiring evidence from landlords when terminating a tenancy can help ensure that the reasons provided are legitimate and prevent landlords from using false pretences to end a tenancy.

- **Property repairs or renovations:** If the landlord wants to terminate a tenancy to conduct repairs or renovations that require the property to be vacant, they should provide evidence such as a contract with a tradesperson, building permits, or plans outlining the scope of work. Tenants should be given the opportunity for continuance of lease following the repairs or renovations.
- **Change in property use:** If the landlord intends to change the property's use, such as converting it from residential to commercial, they should present evidence supporting the intended change, such as zoning approvals or permits, the ABN and business licence.
- **Landlord or immediate family moving in:** If the landlord intends to terminate the tenancy to move into the property themselves or have an immediate family member move in, they should provide evidence to support their claim, such as a statutory declaration or proof of residency.
- **Sale of the property:** If the landlord is terminating the tenancy due to the sale of the property and the need for vacant possession, they should be required to provide evidence of the sale, such as a contract of sale signed by both vendor and purchaser.

The specific evidence required should be clearly defined in the rental laws or regulations and should be reasonable and accessible for landlords to provide. It should sufficiently demonstrate the validity of the reason for termination and protect tenants from arbitrary or false claims.

Should any reasons have a temporary ban on renting again after using them? If so, which ones and how long should the ban be?

The decision to impose a temporary ban on renting a property again after using certain termination reasons can be a policy choice aimed at preventing abuse or ensuring fairness in the rental market. While the specific reasons and duration of the ban may vary depending on local laws and regulations, here are some examples of reasons that could potentially warrant a temporary ban:

- **False claim of landlord or family moving in:** If a landlord terminates a tenancy claiming that they or an immediate family member will move into the property, but it is later found to be a false claim, a temporary ban on renting the property again of 12 months should be imposed. This discourages landlords from using this reason dishonestly to terminate tenancies.
- **Property conversion or change of use:** If a landlord terminates a tenancy to convert the property for a different use, such as changing it from residential to commercial, a temporary ban on renting the property of 12 months should be imposed. This allows sufficient time for the property to undergo the necessary changes and ensures that the landlord genuinely intends to carry out the intended use.

For demolition and reconstruction, a ban of 12 months should be imposed if the demolition fails to occur. In addition to temporary bans on renting, if the landlord intentionally misleads or misuses a reason to terminate a lease, they should be subject to prosecution, have a fine imposed, and be required to pay compensation to the wronged tenant.

Is 21 days the right amount of time for a landlord to consider a request to keep a pet? If not, should the landlord have more or less time?

Pet ownership has been demonstrated to have significant positive physical, mental, and social impacts. Home ownership should not be a requirement to achieve these benefits, and tenants should therefore be enabled to have a pet.

The appropriate amount of time for a landlord to consider a request to keep a pet can depend on various factors, including the complexity of the request, the specific circumstances of the rental property, and the need to strike a balance between the rights of renters and the responsibilities of landlords.

While consideration of a pet request should be expedited for the benefit of both the tenant and the pet, the proposed timeframe of 21 days to consider a pet request is a common duration in many jurisdictions.

The timeframe should:

- allow landlords sufficient time to evaluate the request and make an informed decision, while also ensuring that the process does not cause unnecessary delays or burdens for renters. It should strike a balance between providing adequate time for consideration and ensuring a prompt response.
- consider the landlord's obligations to manage the property and address any genuine risks associated with pets, such as property damage or potential disruptions. It

should allow landlords enough time to assess these factors and make an informed decision.

- consider the renter's desire to have a timely response to their pet request. Longer timeframes may cause uncertainty and delays for tenants who are eagerly awaiting a decision.
- consider if the pet request involves unique circumstances or requires additional assessments, such as evaluating the pet's behaviour or impact on the property, a longer timeframe may be necessary to ensure a thorough evaluation.

Considering these factors, 21 days is a reasonable timeframe for landlords to consider a pet request.

What are valid reasons why a landlord should be able to refuse a pet without going to the Tribunal? Why?

Valid reasons why a landlord should be able to refuse a pet without going to the Tribunal can vary depending on the specific circumstances and local regulations.

The landlord may have valid reasoning if the:

- landlord or other tenants in the property have severe allergies or medical conditions that could be exacerbated by the presence of certain animals, it may be reasonable for the landlord to refuse the pet to protect the health and well-being of individuals residing on the property.
- property is not suitable or appropriate for the specific type of pet, such as a lack of outdoor space for a large dog or inadequate facilities for certain animals, the landlord may reasonably refuse the pet to ensure the welfare and safety of the animal.
- landlord has valid concerns about potential property damage that may result from the presence of a particular pet, such as destructive behaviour or a history of damaging property, it may be reasonable to refuse the pet to protect the condition and value of the rental property.
- landlord's insurance policy prohibits specific types of animals or breeds due to liability concerns, the landlord may have a valid reason to refuse the pet without going to the Tribunal.

It is essential to ensure that the reasons for refusing a pet are clear, specific, and reasonable, minimising disputes between landlords and renters while also considering the rights and responsibilities of both parties.

Defining valid reasons in the Act or Regulation provides clarity and transparency, reducing ambiguity and potential conflicts. It allows landlords to make informed decisions based on objective criteria and provides renters with a clear understanding of the acceptable grounds for refusing a pet.

Should the Tribunal be able to allow a landlord to refuse the keeping of animals at a specific rental property on an ongoing basis? Please explain.

CI Group recommends that each pet request should be considered on an individual basis rather than allow the landlord to refuse the keeping of animals at a specific property on an ongoing basis.

Companion animals vary greatly, and the individual circumstances of the pet owner also vary. Each request should therefore be judged on its individual merits.

Therefore, CI Group recommends the Tribunal not be able to allow a landlord to refuse the keeping of animals at a specific rental property on an ongoing basis.

What other conditions could a landlord reasonably set for keeping a pet in the property? What conditions should not be allowed?

It is important to note here that renters pay a bond to cover damage, and that would also cover damage by a pet. Furthermore, legislation such as the Companion Animals Act 1998, together with local government ordinances and rules apply to tenants when they move into a specific area. These must also be taken into consideration when assessing conditions for keeping of pets.

On the other hand, there are conditions that should not be allowed as they may infringe upon a tenant's rights or be unreasonable:

- Blanket bans on specific breeds or species, without considering individual pet behaviour and characteristics, may be discriminatory and not necessarily reflective of responsible pet ownership.
- Requiring unreasonably high pet-related fees or deposits that go beyond the costs associated with pet ownership may be considered unfair and burdensome for tenants.
- Imposing arbitrary size or weight restrictions without considering individual pet behaviour and the property's suitability may limit tenants' options and unfairly discriminate against larger breeds.
- Setting an unreasonable limit on the number of pets without considering the specific circumstances and impact on the property may not be justified.

It is crucial to strike a balance by ensuring that conditions set by landlords are reasonable, fair, and consider the welfare of both the tenants and the pets.

Do you support limiting the information that applicants can be asked for in a tenancy application? Why/why not?

CI group recommends the development of a standard rental application form which requires a minimum of information required to assess the suitability of the applicant. Asking for too much information can lead to discrimination and can also put personal information at risk of a data breach.

Supporting the limitation of information that applicants can be asked for in a tenancy application has several benefits:

- Promotes Fairness
- Protects Privacy
- Streamlines the Application Process
- Reduces Administrative Burden
- Improves Access to Housing

Limiting the information ensures that rental applicants are not unfairly discriminated against based on personal characteristics such as race, age, marital status, or disability. This promotes equal opportunities for all applicants and reduces the likelihood of discrimination. Restricting the type of information that can be collected protects the privacy of rental applicants. It prevents the unnecessary disclosure of sensitive personal details that may not be relevant to the tenancy application process.

By focusing on essential information relevant to the applicant's ability to meet rental obligations, the application process becomes more efficient and less burdensome for both applicants and landlords or agents.

Collecting and processing extensive personal information can be time-consuming and resource-intensive for landlords or agents. Limiting the information streamlines administrative tasks, making the process more manageable.

Easing the application process by limiting the information requirements can help more individuals secure rental properties, especially those who may have faced barriers in the past due to discriminatory practices or excessive information demands.

Do you have any concerns with landlords or agents only being able to collect the information set out in the table above to assess a tenancy application? Please explain.

Limiting the information that landlords or agents can collect to assess a tenancy application has its advantages in promoting fairness and protecting privacy, however, there are also potential concerns and challenges that need to be addressed:

- Some essential information, such as rental history, income, and references, helps landlords gauge an applicant's ability to meet their rental obligations. By restricting the information collected, landlords or agents may find it challenging to conduct thorough risk assessments of potential tenants.
- Verification is crucial to ensure that applicants have provided truthful and reliable information. With limited information, it may become difficult for landlords or agents to verify the accuracy of the information provided by applicants.
- Restricting the information may lead to higher uncertainty for landlords or agents, increasing the risk of renting to tenants who may not be suitable or reliable, potentially leading to issues during the tenancy.
- Determining which specific information to restrict and enforcing these limitations may be complex, requiring clear guidelines and regulations to ensure consistent and fair application across different rental applications.
- Limiting information may make it difficult to find the most suitable tenant for a particular property, potentially leading to mismatches. Some landlords may have specific requirements or preferences, such as pet policies, smoking restrictions, or other property-related preferences.

To address these concerns, it is essential to strike a balance between protecting renters' privacy and providing landlords or agents with the necessary information to make informed decisions, by:

- Developing a standard rental application form which limits information to that which is necessary to assess the suitability of the applicant and their capacity to sustain the tenancy.
- defining clear and specific guidelines on the information that can and cannot be collected during the tenancy application process.
- ensuring that the restricted information aligns with essential criteria that directly relate to the applicant's ability to fulfill the tenancy obligations.
- providing alternative methods for landlords or agents to verify essential information, such as rental history and income, without compromising privacy.

By carefully designing and implementing regulations, it is possible to create a fair and efficient tenancy application process that respects the privacy of applicants while also meeting the legitimate needs of landlords or agents to assess potential tenants.

Do you support the use of a standard tenancy application form that limits the information that can be collected?

CI group recommends the development of a standard rental application form which requires a minimum of information required to assess the suitability of the applicant. The use of a standard tenancy application form that limits the information that can be collected has both advantages and disadvantages, which should be carefully considered:

Advantages:

- a standardised application form can help ensure that all applicants are treated equally, reducing the potential for discrimination based on irrelevant factors.
- by limiting the information collected, renters' privacy is better safeguarded, reducing the risk of misuse or unauthorised disclosure of sensitive data.
- a standardised form can simplify the application process for both landlords and tenants, making it easier to assess applications efficiently.

Disadvantages:

- a standard form may not provide enough information for landlords to assess an applicant's suitability thoroughly. Some essential criteria, such as rental history and income verification, may be restricted, potentially leading to less informed decisions.
- restricting information may make it harder for landlords or agents to verify the accuracy of the data provided by applicants, potentially leading to unreliable tenancy matches.
- landlords may have specific property-related preferences that a standardised form may not capture, making it difficult to find the most suitable tenant for a particular property.

To address these concerns, a balanced approach may involve using a standardised form that captures essential information relevant to assessing tenancy applications while also respecting renters' privacy rights. Additionally, providing clear guidelines on the permissible criteria for assessing applicants can help maintain fairness while ensuring that landlords have the necessary information for adequate decision-making.

Do you think that limiting the information that may be collected from rental applicants will help reduce discrimination in the application process?

Limiting the information that may be collected from rental applicants can be an effective measure to help reduce discrimination in the application process. By implementing a standard application form or establishing guidelines on information collection, landlords and agents can focus on relevant criteria that determine an applicant's suitability for the rental property, while minimising the potential for discriminatory practices.

By standardising the application process and specifying the information that is necessary for assessing an applicant's eligibility, landlords can focus on factors directly related to rental suitability, such as income, rental history, and references.

Collecting limited information reduces the likelihood of landlords or agents relying on personal characteristics, such as race, age, marital status, or disability, which could lead to discriminatory decision-making. This promotes fairness and equal treatment for all applicants.

Limiting the information collected aligns with the principles outlined in anti-discrimination legislation, such as the NSW Anti-Discrimination Act 1977, which prohibits discrimination based on protected attributes.

By reducing the scope for discriminatory practices, limiting information collection helps create a level playing field for all applicants, ensuring that their applications are evaluated based on relevant and fair criteria.

It's important to note that while limiting information collection can be a step towards reducing discrimination, it should be implemented in conjunction with other measures. These can include awareness campaigns, education on anti-discrimination laws for landlords and agents, and robust enforcement mechanisms to address any instances of discrimination that may still occur.

Ultimately, promoting equal opportunity, fairness, and compliance with anti-discrimination laws in the rental application process requires a comprehensive approach that combines limiting information collection with broader initiatives to address systemic discrimination and promotes inclusive housing practices.

Do you support new laws that set out how landlords and agents can use and disclose renters' personal information? Why/why not?

CI group supports new laws that set out how landlords and agents can use and disclose renters' personal information.

Clear guidelines on the use and disclosure of renters' personal information help safeguard their privacy rights. By establishing specific purposes for which personal information can be used, it reduces the risk of misuse or unauthorised disclosure.

Requiring landlords and agents to inform renters about how their personal information will be used before they apply for a property enhances transparency. It allows renters to make informed decisions about sharing their information and gives them more control over their data.

Minimising discrimination and bias: Setting clear limitations on the use of personal information, such as allowing it to be used only for assessing suitability as a renter, can help reduce the potential for discrimination or biased decision-making based on unrelated factors.

Legal compliance: Aligning with privacy laws, such as the Privacy Act, ensures that landlords and agents handle personal information in accordance with established principles and regulations.

To ensure effective implementation, any new laws should be accompanied by education and awareness campaigns to ensure landlords, agents, and renters are aware of their rights and responsibilities regarding the use and disclosure of personal information.

Public consultation and stakeholder engagement are crucial to understanding different perspectives and finding a balanced approach that protects renters' privacy while considering the legitimate needs of landlords and agents in managing rental properties.

Ultimately, whether someone supports new laws on the use and disclosure of renters' personal information depends on their views on privacy protection, transparency, fairness in the rental process, and compliance with relevant privacy legislation.

What should applicants be told about how their information will be used before they submit a tenancy application? Why?

Applicants should be provided with clear and comprehensive information about how their personal information will be used before they submit a tenancy application.

By informing applicants about the specific purposes for which their personal information will be used, they can make an informed decision about whether they are comfortable sharing their information for those purposes. This ensures that applicants could provide informed consent regarding the use of their personal information.

Transparent communication regarding the use of personal information fosters trust between applicants and landlords or agents. It helps applicants understand how their information will be handled, promoting transparency in the application process.

Informing applicants about how their personal information will be used helps protect their privacy rights. It ensures that applicants are aware of how their information will be handled, who will have access to it, and for what purposes it will be used. This empowers applicants to make informed decisions about sharing their personal information and helps prevent any potential misuse or unauthorised disclosure.

Providing applicants with information about the use of their personal information is essential for complying with privacy laws and regulations. It demonstrates adherence to privacy principles, such as transparency, purpose limitation, and consent, which are fundamental to protecting personal data.

Clear communication about how personal information will be used promotes fairness in the tenancy application process. It ensures that all applicants receive equal treatment and are aware of the criteria and considerations involved in the assessment of their application.

The information provided to applicants should be easily accessible, written in clear and plain language, and cover aspects such as the specific purposes for which the information will be used, who will have access to it, how long it will be retained, and any rights the applicants have regarding their information.

By providing applicants with transparent information about how their personal information will be used, landlords and agents demonstrate respect for privacy rights, foster trust, and contribute to a fair and informed tenancy application process.

Do you support new laws to require anyone holding renter personal information to secure it? Why/Why not?

CI group supports new laws that require anyone holding renter personal information to secure it. Data security is crucial to protect the privacy and security of renters' personal data. Requiring secure storage of renter personal information helps safeguard against unauthorised access, loss, or misuse of sensitive data. It ensures that personal information is handled with appropriate measures to maintain privacy and confidentiality.

Establishing specific storage and security requirements, or a general obligation to protect the information from misuse, helps ensure that renter personal information is stored securely. This can include measures such as encryption, access controls, firewalls, and regular security audits to protect against data breaches and cyber threats.

Requiring secure storage aligns with privacy principles outlined in privacy legislation, such as the Australian Privacy Act 1988. It demonstrates an organisation's commitment to fulfilling their obligations regarding the protection of personal information.

Implementing secure storage practices reduces the risk of potential harm to renters resulting from data breaches, identity theft, or unauthorised disclosure of their personal information. It helps build trust between renters, landlords, and agents by ensuring that personal data is handled responsibly and with due care.

Requiring secure storage places responsibility on organisations holding renter personal information to take appropriate measures to protect that data. It promotes accountability and establishes clear expectations for data handling practices.

It is important to note that any new laws should be accompanied by guidelines, standards, or industry best practices for secure storage and data protection. This helps ensure clarity and consistency in implementation and assists organisations in understanding their obligations.

Public consultation and stakeholder engagement are crucial to understanding different perspectives and striking a balance between privacy protection and operational practicality. The input of relevant stakeholders, including tenant advocacy groups, landlord associations, and privacy experts, is essential in shaping effective legislation that safeguards renter personal information while considering the needs and responsibilities of all parties involved.

How long should landlords, agents or property technology (proptechs) be able to keep renter personal information? Please explain.

CI group recommends that all personal data be retained for the least practicable length of time.

The appropriate length of time for landlords, agents, or proptechs to keep renter personal information can vary based on several factors, including legal requirements, the purpose for which the information was collected, and the necessity of retaining the data.

Data collected from unsuccessful applicants should be safely disposed of as soon as possible after the property has been let to another renter unless the applicant gives written permission for the retention of the data to support subsequent applications.

The private contact information for successful applicants should be retained, but additional personal data such as salary and employment data should be destroyed upon entering into the tenancy agreement.

It is important to comply with any legal or regulatory obligations regarding data retention. These requirements may vary depending on the jurisdiction and the specific nature of the information collected. Ensuring compliance with applicable laws and regulations is crucial when determining the retention period.

The retention period should be based on the purpose for which the information was collected and the length of time it is reasonably necessary to fulfill that purpose. For example, if the information was collected for the purpose of assessing a rental application, it may not be necessary to retain the data for an extended period beyond the application process.

The retention period should align with the consent obtained from renters and the information provided to them regarding how their personal information will be used and stored. If the purpose for which the information was collected has been fulfilled or if renters have withdrawn their consent, it may be appropriate to delete the data.

Consideration should be given to any applicable statute of limitations for legal claims related to rental agreements. Retaining relevant information for a reasonable period after the conclusion of a tenancy may be necessary to address potential legal disputes or claims that may arise.

Adhering to the principles of data minimisation and privacy protection suggests that personal information should not be kept for longer than necessary. The retention period should be proportionate to the purpose for which the information was collected, and the legitimate interests of the parties involved.

Determining the specific length of time for data retention should involve a careful assessment of these factors, consultation with legal experts, and consideration of industry standards and best practices. Striking a balance between the need to retain information for legitimate purposes and respecting the privacy rights of renters is essential.

Do you support requiring landlords, agents, or property technology (proptechs) to: (a) give rental applicants' access their personal information, (b) correct rental applicants' personal information? Please explain your concerns (if any).

CI Group is supportive of a requirement for landlords, agents, or proptechs to give rental applicants access to their personal information and correct any errors. This practice can yield numerous advantages.

Granting rental applicants access to their personal information empowers them to understand how their data is being used and verify its accuracy. It promotes transparency in

the data handling process and allows individuals to exercise control over their personal information.

Allowing individuals to access and correct their personal information aligns with privacy principles and rights. It provides renters with the opportunity to ensure the accuracy and completeness of their data, which is important for maintaining their privacy and ensuring fair and accurate assessments during the rental application process.

Enabling renters to correct any errors in their personal information ensures that their application is evaluated based on accurate and up-to-date data. This promotes fairness and prevents any adverse impact that may arise from incorrect or outdated information. Extending the requirement to provide access and correct personal information to landlords, agents, or proptechs who hold renter information ensures consistency with privacy laws and regulations. It ensures that renters' privacy rights are respected, regardless of the entity holding their personal data.

Concerns may arise regarding the practical implementation of these requirements, including potential administrative burdens or challenges in verifying and correcting personal information. It is essential to consider the feasibility and operational impact on landlords, agents, or proptechs, particularly in cases where large volumes of personal data are involved.

To address concerns and ensure effective implementation, guidelines and procedures can be developed to facilitate the process of accessing and correcting personal information. This can include mechanisms for identity verification, clear instructions for submitting correction requests, and reasonable timeframes for responses.

Public consultation and stakeholder engagement are crucial to understanding different perspectives and striking a balance between privacy protection and operational practicality. The input of relevant stakeholders, including tenant advocacy groups, landlord associations, and privacy experts, is essential in shaping effective legislation that supports renters' rights while considering the needs and responsibilities of all parties involved.

Are you aware of automated decision making having unfair outcomes for rental applicants? Please explain.

Automated decision-making (ADM) should only be used if all applicants have access to information about how the automated decision is made. ADM technology should be independently tested and certified.

ADM in the tenancy application process has the potential to result in unfair outcomes for rental applicants. Awareness of the potential unfair outcomes of ADM for rental applicants is crucial to address any biases, promote fairness, and ensure that decisions are based on accurate and relevant information. Ongoing monitoring, transparency, and responsible implementation of ADM processes are necessary to mitigate these concerns and prioritise fair treatment of rental applicants.

ADM processes may lack human intervention or supervision, leading to decisions based solely on algorithmic analysis. Without human involvement, there is a risk of overlooking individual circumstances or factors that are not accounted for in the automated system, potentially leading to unfair exclusion of applicants.

ADM algorithms may rely on data that appears neutral, such as current postcode, which could indirectly correlate with other characteristics like ethnicity, income level, or social status. This raises concerns about potential bias or discrimination, as automated systems may unknowingly perpetuate existing inequalities or reinforce stereotypes. ADM processes often involve complex algorithms and data models that can be challenging for applicants to understand. Lack of transparency in how these algorithms work and the specific rules used to assess applications can make it difficult for applicants to challenge or question the outcomes.

In the absence of human review, cases of mistaken identity or errors in data interpretation may go uncorrected. Automated systems might not adequately handle situations where applicants with similar names or other shared identifiers are erroneously treated as a single individual, potentially leading to incorrect assessments and unfair outcomes.

Potential options to address the above-mentioned concerns should include:

- prohibiting the use of certain data points that are prone to bias or do not directly relate to the applicant's suitability for the rental property.
- allowing and not penalising applicants for using non-digital application methods to ensure equal access to the rental application process.
- requiring organisations that use ADM to provide explanations of the ADM rules used to assess applications to enhance transparency and accountability.

What should we consider as we explore options to address the use of automated decision making to assess rental applications?

It is essential to strike a balance between leveraging technology for efficiency while ensuring that human rights, privacy, and equal treatment are upheld throughout the process.

Ensure that any measures taken address the potential for bias and discrimination in ADM systems. Consider methods to identify and mitigate bias, such as evaluating the impact of different data points or variables on the outcomes of rental applications. Strive for equitable treatment of all applicants, regardless of their personal characteristics or circumstances.

Focus on promoting transparency in ADM processes. Applicants should have access to clear information about how their applications are being assessed and the factors considered. Consider requiring organisations to disclose the specific rules and criteria used in their ADM systems to assess rental applications.

Incorporate mechanisms for human oversight and intervention in the ADM process. Having human involvement can help identify errors, address mistaken identities, and ensure that decisions are not solely reliant on automated algorithms. Consider establishing guidelines for human review and the ability to override or question ADM decisions when necessary.

Examine the types of data used in ADM systems and assess their relevance and potential for bias. Consider prohibiting the use of certain data points that may contribute to unfair outcomes or perpetuate discrimination. For example, an ADM system used by a property management company to screen prospective renters. The system heavily weighs credit scores and rental history without considering individual circumstances. A prospective renter lost their job during covid lockdowns, leading to a period of financial hardship and a dip in their credit score. This same individual managed to secure a new job and has been steadily rebuilding their credit, but the system automatically rejects their rental application based on the lower credit score. The ADM system's reliance on credit scores disproportionately affects individuals who faced temporary financial setbacks. The situation does not reflect their current stability and ability to pay rent. By solely focusing on this data point, the system perpetuates discrimination against people who are working to overcome past challenges and doesn't consider their potential for responsible tenancy.

Establish procedures for applicants to correct any inaccuracies in their personal information used in the ADM process. Allow individuals to challenge and correct erroneous data that may lead to unfair outcomes. Consider setting reasonable timeframes for organisations to address correction requests from applicants.

Engage with a wide range of stakeholders, including tenant advocacy groups, technology experts, privacy advocates, and industry representatives. Seek input and feedback on proposed measures to address the use of ADM in rental applications, ensuring diverse perspectives are considered.

Implement mechanisms to continuously monitor the impact and effectiveness of measures taken to address ADM. Regularly evaluate the outcomes and fairness of the process to

identify any unintended consequences or disparities. Adapt and refine the measures based on ongoing feedback and assessment.

By considering these factors, you can develop a framework that promotes fairness, transparency, and accountability in ADM processes used to assess rental applications.

How long should a renter have to top up the new bond if some or part of the bond has been claimed by the previous landlord?

The timeframe for renters to top up the new bond if part or all the previous bond has been claimed by the previous landlord is an important consideration in designing the portable bond scheme. The specific timeframe should strike a balance between providing renters with a reasonable amount of time to gather the necessary funds while ensuring timely completion of the bond transfer process.

CI group recommends 30 days as this would give renters sufficient time to arrange the additional funds required to top up the new bond if the previous bond has been partially or fully claimed.

It is important to ensure that the bond transfer process remains efficient and does not cause delays for the new tenancy agreement. Setting a shorter timeframe may facilitate timely completion of the process and minimise potential disruptions for both renters and landlords.

Consider aligning the timeframe for topping up the new bond with existing practices and regulations related to bond lodgement and refund processes. This can help maintain consistency and familiarity for all parties involved in the tenancy process.

Seek input from various stakeholders, including renters, landlords, real estate agents, and tenant advocacy groups, to gather perspectives on the appropriate timeframe. Their insights and experiences can help identify a reasonable and practical timeframe that accommodates the needs and circumstances of renters.

What should happen if the renter does not top up the second bond on time? Please explain why.

Given that the NSW government already has a bond loan scheme, I Group recommends a government bond guarantee scheme. If the renter cannot top up the bond within the required timeframe due to financial hardship, the government bond guarantee would kick in and they could then arrange a payment plan.

The cost of moving house can put renters into temporary financial hardship, and CI Group does not consider it appropriate for tenancies to be terminated if bonds are not topped up within 30 days. A bond guarantee scheme will give peace of mind to both tenants and landlords.

Should this scheme be available to all renters, or should it only be available to some? Please explain why.

The scheme should be available to all renters. Making the scheme available to all renters promotes accessibility and ensures that the benefits of the scheme are extended to a wider range of individuals. This can help reduce financial barriers and provide relief for renters who may face challenges in coming up with a full bond amount upfront. Ensuring equitable access to the scheme aligns with principles of fairness and supports inclusive rental practices.

Who should have a choice on whether to use the scheme?

As primary beneficiaries of the scheme, renters should generally have the choice to utilise it. Granting renters the option to use the scheme can provide them with greater financial flexibility and alleviate the upfront cost burden associated with paying a full bond amount. This choice supports rental affordability and promotes access to housing for a wider range of individuals.

Whether or not a tenant has utilised the scheme should not be disclosed to landlords. If the landlord is assured a bond is in place, it should not matter how that happens. This will reduce potential for discriminatory practice.

What other (if any) things should we consider as we design and implement the portable bond scheme? Please explain.

- Develop comprehensive educational resources and campaigns to inform both renters, landlords agents and property managers about the portable bond scheme.
- Clear and accessible information should be provided on how the scheme works, its benefits, and the rights and responsibilities of all parties involved. This can help ensure that renters and landlords understand the process and can make informed decisions.
- Ensure that the portable bond scheme is seamlessly integrated into existing rental systems, such as Rental Bonds Online. It should be compatible with current processes and technologies to minimise disruptions and streamline the bond transfer process. Adequate testing and piloting should be conducted to identify and address any technical or operational issues before wider implementation.

- Review and update relevant legislation, regulations, and policies to accommodate the introduction of the portable bond scheme.
- Clarify the legal rights and obligations of renters, landlords, and other stakeholders involved in the bond transfer process.
- Consider establishing dispute resolution mechanisms and procedures in case of disagreements or conflicts related to the scheme.
- Develop robust privacy and data security measures to protect the personal information of renters involved in the bond transfer process. Ensure compliance with applicable privacy laws and regulations, and establish protocols for secure storage, access, and handling of renter information. Regular audits and assessments can help identify and mitigate any potential data security risks.
- Implement a system for ongoing monitoring and evaluation of the portable bond scheme's performance and outcomes. Collect and analyse relevant data to assess its effectiveness, identify any unintended consequences, and make necessary adjustments. Engage with stakeholders to gather feedback and insights on the scheme's implementation, allowing for continuous improvement.
- Continue engaging with renters, landlords, real estate agents, tenant advocacy groups, and other stakeholders throughout the design and implementation process. Seek their input and feedback to understand their perspectives, needs, and concerns. This collaborative approach can help build trust, ensure diverse perspectives are considered, and lead to a more effective and inclusive scheme.

Do you have any concerns about the NSW Government collecting information on rent increases and making it publicly available for renters? If yes, please provide details.

CI Group is supportive of the collection of data on rent increases and making it publicly available. Collecting information on rent increases and making it publicly available for renters can be a valuable initiative to promote transparency and empower renters to make informed decisions.

It must be noted safeguarding the privacy and personal information of renters and landlords is of utmost importance. Any data collection and publication efforts must comply with applicable privacy laws and regulations. The government should implement robust measures to ensure the security and protection of sensitive information.

It is crucial to ensure that the data collected on rent increases is accurate, reliable, and representative. The methodology for data collection should be carefully designed to avoid biases or distortions. Adequate mechanisms should be in place to verify the accuracy of reported rent increase information and address any potential discrepancies or misreporting.

When making rent increase information publicly available, it is essential to provide proper context and interpretation to avoid potential misinterpretation or misleading conclusions. Comparative data should consider factors such as location, property type, and other relevant variables to provide meaningful insights for renters. Clear explanations and guidance on how to interpret the data can help renters make informed assessments.

The data collected on rent increases should be presented in a user-friendly and accessible format for renters. It should be readily available through a centralised and easily accessible platform or website. Efforts should be made to ensure that the information is understandable and meaningful to renters, enabling them to assess the fairness and reasonableness of rent increases effectively.

Addressing these concerns through careful planning, stakeholder engagement, and robust governance measures can help ensure that the collection and public availability of rent increase information benefits **renters** without compromising privacy or creating undue burdens for landlords.

What do you think is the best way to collect this information?

CI Group recommends that landlords or agents should report rent increases through an online reporting system, like Rental Bonds Online. This centralised system would streamline the data collection process and ensure consistent reporting. It would provide a reliable source of information for renters to assess rent increases and make comparisons.

A combination of both online reporting and voluntary surveys could be considered. This approach would leverage the advantages of each method, providing a more comprehensive dataset. Landlords or their agents could be required to report rent increases through an online system, while voluntary surveys could capture additional information or insights not captured through mandatory reporting.

When determining the best approach, it is important to consider factors such as data accuracy, compliance burden on landlords, privacy protection, and the overall effectiveness of the data collection process. Conducting pilot programs or small-scale trials could help assess the feasibility and effectiveness of different approaches before full implementation.

Additionally, engaging stakeholders such as renters, landlords, real estate agents, and tenant advocacy groups through consultation and feedback processes can provide valuable insights and perspectives on the most appropriate and effective method for collecting information on rent increases.

Ultimately, the selected approach should prioritise accuracy, privacy, ease of use, and broad participation to ensure that the collected information is reliable, relevant, and useful for renters in assessing rent increases.

Do you think the 'one increase per 12 months' limit should carry over if the renter is swapped to a different type of tenancy agreement (periodic or fixed term)? Please explain.

CI Group recommends protections are introduced to prevent a landlord from increasing rent when changing lease types. The 'one increase per 12 months' limit should carry over if the renter is swapped to a different type of tenancy agreement. Maintaining this limit ensures consistency and protects renters from facing excessive or frequent rent increases, regardless of the type of agreement they are under.

Carrying over the limit on rent increases provides continuity and certainty for renters. It ensures that renters are not subjected to multiple rent increases within a short period, regardless of whether they switch from a periodic agreement to a fixed-term agreement or vice versa. This consistency enables renters to plan their finances effectively and budget for their housing costs.

Without carrying over the limit, landlords could potentially exploit the transition from one agreement type to another to impose additional rent increases, even if a recent increase has already been implemented under the previous agreement. Carrying over the limit prevents such arbitrary rent hikes, protecting renters from unfair and unexpected financial burdens.

Carrying over the limit ensures that landlords cannot bypass the restriction simply by switching agreement types to increase rent more frequently. This promotes fairness and prevents potential exploitation of renters by landlords seeking to maximise rental income.

Clarifying the law to carry over the limit aligns with the legislative intent of protecting renters from excessive rent increases. It ensures that the purpose of the rent increase limitation is upheld, regardless of any changes in the tenancy agreement type. This reinforces the stability and predictability of the rental market for both renters and landlords.

It is important to note that while carrying over the limit is beneficial, appropriate safeguards should be in place to prevent abuse or misuse of the system. This may include monitoring for any attempts by landlords to terminate and re-establish tenancies solely for the purpose of circumventing the rent increase limit.

Do you think fixed term agreements under two years should be limited to one increase within a 12-month period? Why or why not?

Implementing a limit of one rent increase within a 12-month period for fixed-term agreements under two years can have both advantages and potential drawbacks.

Advantages:

- Limiting rent increases to once within a 12-month period provides stability and predictability for renters. It allows them to plan their budget and expenses without the constant uncertainty of potential rent hikes.
- Renters who are on fixed incomes or have limited financial resources may benefit from the limitation on rent increases. It helps them maintain affordability and reduces the risk of being priced out of their rental home.
- Setting a reasonable limit on rent increases strikes a balance between protecting the interests of renters and ensuring landlords can make necessary adjustments to cover expenses or changes in market conditions.

CI group recommends the limit of one rent increase within a 12-month period for fixed-term agreements under two years.

What do you think about the above options? Please provide detail.

CI group supports requiring landlords to provide evidence that a rent increase is not 'excessive' when it exceeds a reasonable threshold (such as CPI). The current process puts renters at a disadvantage in challenging a rent rise, and potentially the expense of going to the Tribunal to prove a rent rise is excessive.

CI Group considers it is the responsibility of the landlord to prove a rent rise is not excessive. It adds a level of accountability and ensures that landlords have a justifiable reason for increasing rents.

Do you support new laws to require landlords or their agents to tell rental applicants if a rental property uses any embedded network? Why/why not?

CI Group is supportive of providing renters with information about embedded networks ensures transparency in the rental process. Renters have the right to know if they will be restricted to using specific service providers and the potential implications on costs and choice. This enables them to make informed decisions about the property they are considering renting.

Renters may not be aware of the potential limitations and costs associated with embedded networks. By disclosing this information upfront, renters can better evaluate the

affordability of a rental property, factor in the costs of services provided by the embedded network and assess whether it aligns with their budget and preferences.

Knowing about the use of embedded networks allows renters to plan and manage their utility expenses effectively. They can make informed choices about energy consumption, explore alternatives if desired, and negotiate rental terms that consider the embedded network services.

Requiring landlords or agents to state in advertisements that a property is part of an embedded network ensures that this information is prominently communicated from the early stages of the rental process. It enables potential renters to filter their search based on their preferences and requirements.

When should a rental applicant be told that a property uses an embedded network?

A rental applicant should be informed that a property uses an embedded network at an early stage of the rental process to ensure transparency and enable informed decision-making. The advertisement, enquiry and application stage should all be utilised in disclosing relevant information.

The information about the use of an embedded network can be included in the property advertisement. This allows prospective renters to filter their search based on their preferences, including their preferences regarding utility providers and potential costs associated with embedded networks.

When potential renters make inquiries or attend open house inspections, landlords or their agents can provide a standard information sheet that clearly states whether the property uses an embedded network. This ensures that rental applicants receive the necessary information during the initial stages of their engagement with the property.

Before submitting a tenancy application, rental applicants should be fully aware of any embedded network arrangements. This allows them to factor in the potential costs and restrictions associated with the embedded network when making their decision to apply for the rental property.

By providing this information early in the rental process, rental applicants could assess the impact of an embedded network on their utility services and costs. It enables them to make an informed decision about whether the rental property aligns with their preferences and needs.

What information should a renter be told about a rental property using an embedded network? Please explain.

When a renter is informed about a rental property using an embedded network, they should be provided with relevant information to understand the implications and potential costs associated with it.

Renters should be informed that the property is part of an embedded network, which is a privately owned network that supplies services such as electricity and gas. They should be made aware that they will not have the freedom to choose their service provider for these utilities.

Renters should be informed about the services provided through the embedded network, such as electricity, gas, internet, or any other relevant services. They should know if there are any limitations or restrictions in terms of service options, service quality, or the ability to switch providers.

Renters should be provided with information on the cost structure associated with the embedded network. This includes details about billing methods, pricing models, any additional fees or charges, and how these costs compare to market rates or other service providers.

Renters should be informed of their rights as consumers within the embedded network arrangement. This includes information on how to address issues or disputes related to service quality, billing, or any other concerns. They should know how to access dispute resolution processes or escalate complaints if needed.

If the renter is transitioning from a different service provider to the embedded network, they should be informed about the process of switching services, including any required steps, potential downtime, and how to ensure a smooth transition without any disruption to their utility services.

Providing this comprehensive information ensures that renters have a clear understanding of the embedded network arrangement and its impact on their utility services. It allows them to make informed decisions, evaluate the affordability of the property, and assess whether the embedded network meets their needs and preferences.

What would be the best way to ensure that the freeway for renters to pay rent is convenient or easy to use? Please explain.

CI Group recommends that landlords and agents be required to offer free electronic payment options, such as online bank transfers or digital payment platforms. Tenants should not be charged to pay their rent. These methods are commonly used and preferred by many renters today due to their convenience, speed, and accessibility.

Encouraging the use of mobile payment apps can provide renters with a simple and user-friendly way to pay rent. Apps like PayPal, or digital wallets offered by banks allow renters to make payments directly from their smartphones.

Implementing an automatic direct debit system can offer convenience to renters by allowing rent payments to be automatically deducted from their bank accounts on a scheduled basis. This eliminates the need for manual payments and reduces the risk of late payments.

Landlords and agents could provide an online portal specifically designed for rent payments. This portal should have a user-friendly interface where renters can securely submit their payment details and process their rent payments easily.

Landlords and agents should clearly communicate the available free payment options to renters. This information should be provided in the tenancy agreement, rental agreements, or any other relevant documentation, ensuring that renters are aware of the convenient and easy ways to pay their rent.

Establishing a feedback mechanism where renters can provide input on the convenience and ease of use of the available payment methods can help identify any issues and improve the payment options over time.

By implementing these measures, the freeway for renters to pay rent can become not only a cost-free option but also a convenient and user-friendly method that aligns with the preferences and needs of modern renters.

Should the law require a landlord or agent to offer an electronic way to pay rent that is free to use? Why/why not?

The law should require landlords or agents to offer an electronic way to pay rent that is free. Tenants should not be charged to pay their rent.

Offering electronic payment options:

- Aligns with the modern needs and preferences of renter and is in line with broader market delivery and consumer expectations of payment methods for goods and services. Electronic payment methods are convenient, accessible, and widely used,

allowing renters to make payments easily from anywhere and at any time. This eliminates the need for renters to physically visit the landlord's office or rely on traditional payment methods like cash or cheques.

- Enable quick and efficient transactions, ensuring that rent is paid on time. Automated processes, such as automatic direct debits or scheduled payments, can further streamline the payment process and reduce the risk of late payments or human errors.
- Provide transparent and trackable records of rent payments, benefiting both renters and landlords. It offers a clear payment trail that can be easily referenced in case of any disputes or discrepancies, promoting transparency and accountability.
- Can save renters from additional fees or charges that may be associated with alternative payment methods. It helps alleviate the financial burden on renters and ensures that the cost of paying rent is fair and reasonable.
- Ensures equal access to convenient payment methods for all renters. It prevents discrimination based on factors like location or availability of certain payment options, making the rent payment process fair and equitable for everyone.

By mandating free electronic payment options, the law promotes efficiency, transparency, and fairness in rent payments while addressing the evolving needs and preferences of renters in the digital age.

What are the issues faced by renters when moving into a strata scheme? Would better disclosure about the strata rules for moving in help with this?

Renters may be unaware of the specific rules and by-laws that apply to the strata scheme they are moving into. This can lead to unintentional violations of the rules and potential conflicts with other residents or the owners' corporation.

Strata schemes:

- often have rules and restrictions regarding moving in and out of the property, such as designated moving hours, elevator usage, and parking arrangements. Renters may face difficulties and inconveniences if they are not informed about these restrictions in advance.
- commonly have by-laws concerning pet ownership and parking arrangements. Renters need to be aware of these rules to ensure compliance and avoid any penalties or conflicts with other residents.
- may have rules regarding the use of common areas, such as swimming pools, gyms, or communal spaces. Renters should be informed about these rules to understand their rights and responsibilities in accessing and utilising these facilities.

Better disclosure about the strata rules for moving in can certainly help address these issues. By specifically informing renters about the moving restrictions and providing a comprehensive overview of the by-laws, renters can make more informed decisions and be prepared to adhere to the rules of the strata scheme. Improved disclosure ensures that renters are aware of their rights and obligations, minimises potential conflicts, and promotes harmonious living within the strata community.

