

From: charlestown@rh.com.au  
Sent: Tuesday, 29 January 2008 8:26 AM  
To: Tenancies, Retail  
Subject: From Raine & Horne Charlestown

Hi There,

I find the one thing which needs to be changed is the termination criteria.

A tenant has to be 14 days in advance when beginning the lease but can not be terminated till they are 14 days in arrears. Technically they are 4 weeks in arrears from where they should be.

A landlord has only got 4 weeks rent as bond and by the time the tenant is terminated they have only 2 weeks rent as bond remaining. Then you have to allow 4 days for postage which may include a weekend which now brings us back to 8 days rent as bond. Then you have a delay getting into tribunal. More time lost.

Why cant a termination notice be sent out when a tenant is 1 day in arrears instead of 14?

Furthermore tribunal members award tenants extra time to find other accommodation when they haven't attempted to relocate after being served with a termination notice. The landlord who is already suffering financially is then told to give the tenant another 14 or 28 days to find other accommodation before they get the sheriff out at extra expense.

Another thought is that when tenants move into a property, they pay and extra 5% of their rent until the bond accrues to say 8 weeks rent. This also give s the tenant the opportunity to have a deposit for purchasing a home when vacating.

I feel there is a perception that landlords have an abundance of money and can carry the cost of a non paying tenant. We have had several landlords who rely on their monthly payments to prevent the bank from defaulting on their loan. There is no consideration given to these circumstances.

