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Volume 180
Aug 2024

Advocating for the rights and interests of all landlords in SA to create a balanced and fair rental environment.



LANDLORDS'
ASSOCIATION (S.A.) INC.



General Meeting

Tuesday 6 August Arrive
6:50 for 7pm start.

Fullarton Park Community
Centre
411 Fullarton Road Fullarton,
SA 5063 Parkview Room

Melanie Bird
*Director of Roach
Corporate law
will be our guest
speaker.*



The Importance of Protecting Landlord Rights in SA

By Peter Savvas
Vice President

As a member of the Landlords' Association (S.A.) Inc., I have been following the recent legislative changes in South Australia with growing concern. These changes, presented under the guise of tenant protection, have far-reaching implications for property owners like us. It's crucial that we understand these implications and actively challenge

the narrative that these changes are inherently beneficial. In this article, I will draw on the sentiments and perspectives of those who have commented on our Facebook posts, to delve into the impact of these new laws, counter the arguments made by tenant advocates, and emphasize the importance of maintaining balanced rights for landlords. Cont... p.7

President's Report

Marco Arnese



Brace yourselves for a seismic shift in the RTA!

It beggars belief on how we have got to this state of affairs! Fundamentally I believe it all stemmed from the convergence of two issues: "No Cause Eviction" entering the public discourse along with 'skyrocketing' rents and a very low vacancy rate conveniently called the "rental crisis".

Firstly, there is NO such thing as "No Cause eviction". A fixed term lease is a lease of a pre-determined length of time. When that time is up, the lease is up for renegotiation. Either party is free to walk away from the situation. The same thing applies to a periodic lease. A periodic lease means a lease per period (i.e. fortnightly or monthly).

After each period is up, then technically speaking the lease is up for renegotiation. In practice the lease continues until either party wishes to end the lease. So fundamentally no tenant is "evicted", the lease has run its course.

Now, we all know that if a person has been forced to sign a contract against their will, then that contract is void. So why would the government think that they can tell landlords: "we are not forcing you to renew leases, but if you don't, we will fine you \$50,000?" I mean, with the new laws, what on earth will be the difference between signing a 3-month lease or a one year lease?

Secondly, this rental crisis is the government's fault. As land values rise, more land tax, council rates and sewerage charges can be collected.

Adding skyrocketing insurance and mortgage repayments to the mix, forces landlords to pass these costs onto our tenants. The laws of supply and demand dictate that if there is an oversupply of houses, then prices should drop. Does the government have any incentive to have an oversupply of land ready for houses to be built? Furthermore, without migration, Australia would be in a recession. However, I believe it is politically more convenient to have a rental crisis than a recession, because the rental crisis can be blamed on landlords! Crisis rarely happen overnight; it is because of poor government planning that we have arrived at this situation.

Committee has been working hard behind the scenes to restore the balance. We have provided recommendations to the

President's Report

Continued

One Nation Senator - The Honourable Sarah Game (MLC) on her proposed amendments to the RTA bill. I have personally thanked her for taking up the fight. (As a side note, she could not attend our May meeting due to medical reasons, but she has assured me that she will be our guest speaker at our November meeting) We have also engaged a King's Counsel to provide us with an opinion to see if we have any legal avenues which we could investigate. It is hoped that these two avenues keep the conversation alive within the media. I want to thank those members who responded to my e-mail (dated 17/6/2024) regarding obtaining legal advice. I strive to ensure all members are informed of all decisions, but because of the expense of this one, I thought it would be wise to make our assumptions crystal clear to the membership.

I hope this legal avenue will bear fruit!

Our new website is up and running now. Please understand that there is no more 'members portal'. If there is any 'members only' information, then this will be distributed via e-mail.

Apart from making our association even more inviting to new members, it is also a sounding board to raise the attention of the public to serious issues with this new legislation. This is all laid out on our 'Stand with us page" on our website. It highlights and articulates 10 grievances. They cover issue surrounding pets, bonds, subletting, SACAT and the concept of indefeasibility. Please take the time to have a look at it.

Please inform yourselves of the changes to the RTA. They are genuinely seismic shifts when it comes to managing rentals, and hence it is of the utmost importance that you

personally understand the implications of such changes.

More information will be provided in this newsletter.

On a different note, Melanie Bird, Director of Roach Corporate law, incorporating SA debt Recovery, will be our Guest speaker at our AGM. She will be discussing issues around debt collection and what kind of legal aid she could provide members. The insights she will share could prove invaluable when insurance agencies do not come to the party.

I strongly urge you to help the cause and put your hand up to help the committee fight for your rights at the AGM. As I have said many times, writing letters, investigating options and consulting with members all take up time. Committee could be more proactive with more able hands on deck!

Keep Fighting!
Marco Arnese
President

SA Rental Reform Update

**FACT
SHEET**

**South Australian tenants are better protected.
Significant changes to rental laws as of 1 July 2024.**

What's Changed?

The 1 July 2024 changes include:

- requiring a **prescribed ground for landlords to terminate or not renew a tenancy**
- **extending the notice period** for landlords not renewing a fixed tenancy from 28 days to 60 days
- allowing tenants to have **pets in rental homes, subject to approval and reasonable conditions**
- requiring compliance with **minimum housing standards**
- new options **supporting tenants experiencing domestic abuse**
- new requirements around **drug contamination and drug related conduct**
- **routine inspections capped** to 4 per year
- allowing **minor alterations or safety modifications** to premises (to be removed at end of tenancy)
- ensuring **energy and water efficiency standards** apply to replacement or installed fixtures, fittings and appliances
- **tenants can directly lodge bonds** online
- introducing a new **registration scheme for designated rooming house proprietors**
- providing **more protections** for rooming house residents
- clarity that residential tenancy agreements may apply to **granny flats**
- new protections for **water and electricity billing**

Earlier changes include:

- **more affordable rental bonds**, with the bond threshold raised to \$800
- **soliciting of rent bidding banned**
- landlords prohibited from requesting certain **information from prospective tenants**
- protections relating to the **storage of tenant information**
- the frequency of **rent increases limited to once in a 12 month period**
- **no unreasonable refusal of sub-letting** and at no extra cost to a tenant
- **new and tougher penalties** under the *Residential Tenancies Act 1995* and the *Residential Parks Act 2007*

Note: some items may not apply to those who live in strata titles, community housing, residential parks and SA Housing Authority homes



Government of South Australia
Consumer and Business Services

Further information

More details on these initiatives can be read on the Consumer and Business Services website.



[www.cbs.sa.gov.au/
rentalreforms](http://www.cbs.sa.gov.au/rentalreforms)

More Member Benefits!

Our committee is proud to continue supporting members by offering benefits that support YOU!



RENTAL LISTING

Advertise for rent on
realestate.com, domain.com, plus 11 other websites **\$145**

OR

Advertise for rent on domain.com,
plus 11 other websites **\$55**

SALE LISTING

Sale listing **\$450 plus listing price**

**CONTACT: MARCO
PRESIDENT@LANDLORDS.ORG.AU**

Members Only | Please have member number ready

Making informed tenant selections at the start of a lease is crucial for a successful tenancy. While previous landlord references are vital, consulting the TICA National Tenancy database is also beneficial.

This service is regularly utilized by real estate professionals. Your Association has subscribed to TICA, and the first two-member search requests are **FREE** within the annual subscription.

Additional searches can be requested at a discounted rate of \$18.70 each for 1-3 searches and \$16.50 each for 4 or more searches.

A TICA report details the applicant's tenant history, international criminal record, and tribunal records.

Requesting a search is simple—complete the TICA Application form, attach 100 points of ID for the applicant, and send it to john.wyk@landlords.org.au. We'll handle the rest.

A Blast
From



LANDLORDS'
ASSOCIATION (S.A.) INC.

the Past! Does This Story Sound familiar?



The importance of Protecting Landlord Rights in SA

By Peter Savvas
Vice President



Understanding the Legislative Changes

The new legislation recently passed in South Australia includes provisions that many of us find deeply troubling. These laws mandate that landlords must allow pets without the ability to charge a pet bond, impose severe penalties for ending a lease without a government prescribed reason, and permit tenants to make alterations to properties without landlord approval. Such changes not only undermine our property rights but also introduce significant financial risks for us as property owners.

One commentator, **Jordan News**, passionately argued on

Facebook:

"Today the Soviet South Australian Government stripped all private property owners of their rights without compensation... Government by threat... welcome to Soviet SA."

This sentiment echoes the frustration and sense of injustice many of us feel.

Addressing Pro-Tenant Arguments

Protection Against Exploitative Practices

Tenant advocates argue that these laws are necessary to protect tenants from exploitative practices. However, this perspective fails to consider the realities of property ownership. We invest significant time, money, and effort into maintaining our properties. Without adequate legal protections, we are left vulnerable to financial losses and property damage.

Sam

highlighted this concern, stating, "The Government Controlled Forever Tenancies have stripped SA citizens who lease a house of their rights... if meth is detected in house cannot hold tenant liable but it may cause \$200,000 uninsurable damage." Such scenarios illustrate the potential financial devastation we could face under the new laws.

Chester

Affordable Housing and Homelessness

Proponents of the new laws argue that they will make housing more affordable and reduce homelessness. However, the opposite is likely true. By making property ownership and management more burdensome, these laws could drive us out of the rental market, reducing the supply of rental properties and driving up

The importance of Protecting Landlord Rights in SA

Rents.

Darel Long observed, "Look forward to less rentals being available and higher rent for what's left if you can find one." This prediction highlights the unintended consequence of driving up rental prices and exacerbating housing shortages.

Tenant Rights and Security

While it is important to protect tenant rights, this should not come at the expense of our rights as landlords. The balance of power must ensure that both parties can coexist in a fair and equitable environment. The new laws tilt this balance unfairly towards tenants, undermining our security and rights.

As **Dennis Gare** noted, "The smart money would've sold up prior to these changes coming into effect. Anyone who's ever had a feral tenant and the

pleasure of dealing with SACAT could see the mess ahead." We need protection against problematic tenants to ensure our investments remain viable and secure.

Counterarguments to Common Pro-Tenant Criticisms

Rent increases

Critics argue that landlords who increase rents are exploiting tenants. However, rent increases are often necessary to cover rising costs associated with property maintenance, insurance, and taxes. As Dennis Gare responded to a critic, "Maybe look at what the RBA and banks have done in that timeframe, it resulted in more than a 25% I can assure you." We are not immune to economic pressures and must adjust rents accordingly to maintain financial viability.

Housing as a Wealth Generator

Some argue that housing should not be used to generate wealth at the expense of tenants. This viewpoint overlooks the role of property investment in the broader economy. We provide essential housing services, and our investments contribute to economic growth and stability.

Sue Hoffman's assertion that "Houses should not be creating wealth at the expense of others" fails to recognize that without us, the rental market would collapse, leaving many without homes. Responsible property ownership benefits both landlords and tenants by ensuring a supply of well-maintained, affordable housing.

Legislation Impact on Rental Market

The assertion that legislative changes will benefit tenants fails to consider the broader market impact.

The importance of Protecting Landlord Rights in SA

As some of us exit the market due to increased risks and reduced protections, the resulting decrease in rental property availability will drive up rents and reduce housing options for tenants.

John Russell Waterhouse raised a pertinent question: "Why did we allow public housing to be sold off?" Public housing policies have shifted the burden of providing rental housing onto private landlords, who now face increasing regulatory burdens without adequate support.

Our Responsibility as Members

As members of the Landlords' Association (S.A.) Inc., we have a responsibility to challenge these legislative changes and advocate for a fairer balance of rights. It is essential to engage in public discourse, provide evidence-based arguments, and highlight the adverse impacts these laws could have on both

1. Public Engagement and Advocacy

Engage with local media, write opinion pieces, and participate in public forums to ensure that our voices are heard. Utilize statistics and real-world examples to demonstrate the potential negative consequences of the new laws.

2. Encourage fellow landlords to join the association

This will mean we will be able to provide more landlords with the resources and education they need to navigate the new legal landscape. The more landlords that understand the full implications of these changes the more it will help us protect our investments. The more landlords that join, the better position we are in to advocate effectively.

Conclusion

The recent changes to South Australia's rental laws represent a significant challenge for us as landlords. By actively engaging in the debate and presenting well-reasoned counterarguments, we can advocate for a more balanced approach that protects our rights while ensuring fair treatment for tenants. Let us stand together as a community to ensure that our voices are heard and our rights are protected. Drawing on the sentiments and perspectives shared in the comments on our Facebook post, we must continue to speak out and defend our rights in the face of these legislative changes.



AGM – MEMBERSHIP FEES

Dear fellow landlords,

in the March edition of our newsletter, I made notice of a proposal to increase membership fees. After consultation with members at the March General Meeting, there was an almost unanimous support to increase the fees for all members to \$150.

This increase in the membership fee must be voted on by the members at the AGM to become enforceable. This explains why invoices have not been sent yet.

The justification for this was to pay for the King's Counsel opinion so as to advice on legal options members – or our organisation could take.

I personally don't see the liberal party winning the next election. Having spoken directly to the responsible minister, the Honourable Andrea Michaels, she made no secret of the fact that if we have a problem, then we were welcome to take the

government to court. Consequently, the fight ahead of us is going to be long, hard and costly, hence another reason to increase fees so we can be more proactive.

Thank you very much for your ongoing support.

Marco Arnese
President.



Prime Finance

Speak to
Prime Finance
About getting
A better rate on
Your home or
Investment loan

Increasing your rent isn't the only way to maximise your returns.

You could be
WASTING THOUSANDS every year on an uncompetitive rate. Prime Finance will keep your bank honest!

We will offer you a **FREE RATE REVIEW** and if we can beat it, WE!

WILL!

If we can't, we will tell you.

At least you will know either way that you are 100% getting a great deal.

LASA members also receive:

- No brokerage fee
- One-year **FREE LASA MEMBERSHIP** (which will soon be increased to \$150.00)!
- **WE WILL DONATE \$500** To a charity or not-for-profit of your choice
- We will **COME TO YOU!**

Call now and
book your **FREE**
MORTGAGE
RATE REVIEW
0419 898
941



Grounds For Termination



It is the current understanding of committee, that the following are prescribed grounds for terminating a lease;

- a) the landlord requires possession of the premises for demolition;
- b) the landlord requires possession of the premises for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises;
- c) the landlord requires possession of the premises for—
 - i. the landlord's own occupation; or
 - ii. occupation by the landlord's spouse, child or parent; or
 - iii. occupation by the spouse of the landlord's child or parent;
- d) the landlord has entered into a contract for the sale of the premises under which the landlord is required to give vacant possession of the premises;
- e) the tenant, or a person permitted to enter the premises by the tenant, intentionally or negligently caused serious damage to—
 - i. the premises; or
 - ii. an area adjacent to the premises; or
 - iii. safety equipment located on the premises or an area adjacent to the premises;

Example— Safety equipment includes a smoke detector, a fire extinguisher or hydrant, a house alarm or a defibrillator.

- f) the tenant, or a person permitted to enter the premises by the tenant, gave rise to a serious risk to the life, health or safety of the landlord, the landlord's agent or a person who resides in the immediate vicinity of the premises;
- g) the tenant caused or permitted the premises to be unfit for human habitation, destroyed totally or destroyed to the extent that they are unsafe;
- h) the tenant or a person residing at the premises threatened or intimidated (whether physically or psychologically) the landlord, the landlord's agent or a contractor or employee of the landlord or agent;
- i) **the tenant—**
 - i. **has been given 2 notices under section 80 of the Act which both specified the same or substantially similar breach by the tenant; and**
 - ii. **has breached the residential tenancy agreement on a third occasion in the same or substantially similar manner as specified in the 2 notices;**
- j) the tenant has used the premises, or has caused the premises to be used, for an illegal purpose (including drug related conduct);
- k) the tenant failed to pay the bond in respect of the premises in accordance with the residential tenancy agreement;
- l) the tenant kept a pet on the premises without authorisation under Part 4 Division 6A of the Act;
- m) the tenant induced the landlord to enter into a residential tenancy agreement by a statement or representation in respect of the tenant's identity or place of occupation that the tenant knew to be false, misleading or deceptive, or by knowingly concealing a material fact in respect of the tenant's identity or place of occupation;

Section (i) in bold, clearly states a reasonable (considering the options we have!) and enforceable way of terminating a lease.

IT IS IMPERATIVE that you keep a paper trail of notices.
As soon as there is a breach, serve a notice!

Landlords' Association(SA)Incoffersitsmembersaccessto CoreLogic's RP Data service.

CoreLogic's RPData software emerges as a game-changer for landlords and residential property investors, offering an array of benefits that elevate property management and investment strategies. With real-time access to comprehensive property data, landlords gain a competitive advantage in making informed decisions. RPData simplifies the rental market landscape, providing crucial insights into tenant histories and market trends.

For landlords, the software facilitates accurate property valuation and optimal rental pricing for increased returns. Investors, on the other hand, benefit from predictive analytics that pinpoint emerging opportunities and potential risks, allowing for strategic portfolio adjustments. RP Data streamlines the due diligence process, providing a thorough understanding of an area's growth potential and investment viability.

In an industry where timing is crucial, CoreLogic's RP Data empowers landlords and residential property investors to stay ahead, optimizing their returns and navigating the ever-evolving real estate market with confidence and precision.

Click [HERE](#) to access your FREE reports and see the full Ts& Cs

Don't forget to check out our website!

Go to landlords.org.au



Click [HERE](#) to see our full range of member benefits or visit our website and click on the membership tab at the top of the page landlords.org.au.

ROACH
CORPORATE LAW



We are proud to be partnering with Roach Corporate Law and SA Debt Recovery Services to support our members who require legal and debt recovery services.

Members will now receive:

1. \$300/hr + GST for consultation and/or for legal work (Non-members \$450+)
2. Letter of demand (part of debt recovery process) for \$100
3. Legal representation at magistrate court - as per magistrate court costing schedule.

Email president@landlords.org.au and have your membership number ready!

GENERAL MEETING AGENDA ITEMS

- MEETING OPENING AND WELCOME
- APOLOGIES
- GUEST SPEAKER
- MINUTES OF THE PREVIOUS MEETING
- BUSINESS ARISING FROM MINUTES
- PRESIDENT'S REPORT
- GENERAL BUSINESS
- CLOSE MEETING

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YouTube



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