

LANDLORDS NEWS

VOLUME 174

May 2021

GENERAL MEETING

**Tuesday
2nd May 2021
HAS BEEN
CANCELLED**

**Fullarton Park
Community Centre
411 Fullarton Road
Fullarton SA 5063**

**6:50pm for 7:00pm start
in the Parkview Room**

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COVID-19

**DUE TO THE COVID-19 RESTRICTIONS
THE 2ND OF MAY
GENERAL MEETING
HAS BEEN CANCELLED**

GENERAL MEETING GUEST SPEAKER

**Guest speaker:
Due to COVID-19, there is no meeting this month.**

What the Agenda was going to be

- Meeting opening and welcome
- Apologies
- Guest Speaker
- Minutes of the previous meeting
- Business arising from minutes
- President's report
- General business
- Close meeting

Our May General Meeting:

We have decided not to hold our General Meeting for May 2021. To comply with the restriction requirements is considered to be beyond the committee's responsibilities meaning that we as a gathering would not be compliant with the required restrictions. There are no significant outstanding issues that are affecting our association to justify holding a meeting at this point in time. The following is a directive issued by the Fullarton Park Community Centre which requires a COVID Management Plan.

Nominated COVID Marshal

If fewer than 200 people are reasonably expected to participate in the business or operation then you must have a nominated COVID Marshal.

This means that you can nominate one of your regular staff members to also perform the role of COVID Marshal in addition to conducting their usual duties.

COVID Marshals are people who are assigned to apply COVID Directions and restrictions in identified businesses and operations.

As of 21 August 2020 a COVID Marshal must supervise prescribed operations.

[Complete COVID Marshal online training](#)

Activities that require a COVID Marshal

A COVID Marshal is required for the following prescribed operations:

- The onsite purchase and consumption of food or beverages (indoors or outdoors).
- Religious or faith-based ceremonies (other than wedding ceremonies or funeral services).
- Supermarkets and hardware stores.
- Gatherings of 51-200 people at residential premises.
- Distribution centres (including associated transport operations).
- Gymnasiums and fitness centres.
- Swimming pools used by the public.
- Sporting clubs.
- **Any activity where a COVID Management Plan is required.**
- Any operation which may be defined by the state coordinator.

Rodney Webb.

PETS IN RENTALS (AGAIN)

I asked for a response by contacting members and past members from last financial year who have an email address listed in our membership list. I sent them a copy of well-presented comments made by John Wyk as follows.

Dear Committee Members,

Margaret Kohlhagen met with the Attorney General yesterday, 18.03.21, I think.

Apparently Mark Parnell wants to introduce (as his swan song) legislation to change the default position in the Residential Tenancies Act so that tenants are allowed to keep pets.

Based on earlier discussions that Stella Salagaras and I had with Mr Parnell a year or so ago, it would be up to the landlord to apply to SACAT (and no doubt bear the cost of the application) if the landlord did not want the pet in the property – by the time of the hearing it would have been well entrenched.

We can no doubt deal with applicants at the time of a new tenancy... but there is also the issue that the tenant, once a tenancy has been established, feels the urge to keep a pet.

As you will be aware there has been a lot of 'soft' publicity, including by CBS, promoting the benefits to pets and tenants of being able to keep pets. Less pets ending up at the RSPCA, and all the health benefits that pets bring to their owners.

These flames have been further fanned by Shelter SA. They have apparently Googled the number of houses for rent which are pet friendly. There is one!

Our position is that it's not all pats and cuddles.

Pets can cause thousands of dollars of damage to the property by way of soiling and odour to carpets and other soft furnishings, destroy gardens and lawns and can chew and scratch architraves,

doors and skirtings and destroy any number of other things in a house.

They can cause a nuisance (and more) to neighbours and exacerbate allergies in subsequent tenants.

In relation to the Shelter SA 'research' it is clear that even though few rentals are advertised as pet friendly many more are actually available for tenants with pets. Rather than committing to 'open slather pets' many landlords and agents prefer to deal with pets on a case by case basis. To fall back on stereotypes, it's the situation where the little old lady with the Shihtzu is far preferable to many of the alternative applicants with no pet. Some properties and landlords are suited to having pets; others are not. Some properties are suited to some types of pets and others not.

We believe that as it is the landlord who will bear the cost of a misjudgement it should also be the landlord's decision whether a particular pet is allowed to be kept on the property.

Despite all of this I think we have an uphill battle.

Margaret has been asked to send a response to the Attorney General within a week and would appreciate as much input and real-life experience from our members as possible.

Please respond to this email with your comments and real-life experiences as soon as you can.

It would be greatly appreciated if this message (or something conveying the same message) could be forwarded to all members with an email address.

Regards, John Wyk

The following responses are from the members that I contacted without identifying them or making any text alterations:

That's for the update, I have placed a no pet clause in my rental agreement.

I have only returned to the residential house rental market 4 years ago after being out of it for 25 years during which time I had commercial property rentals.

I was \$6000 out of pocket for repairs to my one residential rental property after my 1st tenants (who stayed 2.5years) & they didn't have any pets. I hate to think how much neglectful damage could have been done if they had a big dog.

If this legislation goes through, I will withdraw my property from the rental market once my current tenants lease expires in 03'2022.

You can quote me on this! With my name if you want.

I will just return to the commercial property rental market. Residential property rental is just to regulated in favour of tenants! Mem No. 2055

Hi,

I believe it should remain at the landlords discretion. Along with the pet inclusion form.

Kind regards Mem. No. 1719

Dear Rodney, the Government are going the right way for property owners to get out of the rental business. Certainly we are considering it. We have so many thank you cards from happy tenants and those who travel and contact us again on their return to rent from us. We have negotiated pets on an individual basis and it has worked well generally. We have experience from some tenants where we have gardens utterly destroyed by dogs, architraves at the front door scratched and even one property which still has scratch marks on the glass sliding door from a dog wanting to get in on a repeated basis. We also have tenants apply who are allergic to pets and are most strict that a pet has not been on the property.

We have abided by all the rules and regulations the Government dictate but our properties are expensive investments which we need to be allowed to protect.

We have just had a couple of bad experiences with tenants leaving owing rent and leaving the place in a wreck. This pet legislation will most likely be the final straw. Let the Government provide the housing because they are making it unbearable for us! Good luck Rodney,

As always, we admire your efforts. We are happy to speak to the above in person to those in authority.

Kindest regards, Mem. No. 563

Hello Rodney, I am sure Mr. Parnell is a person who has never had to live in a block of flats where pets are allowed.

If you have a block of, let's say, 20 flats, there is constant comings and goings which irritate dogs. As soon as one dog starts barking, all the others join in.

The little old lady with the Shihtzu is not a problem because she stays at home most of the time. The problems are younger tenants who go out a lot and leave their pets at home.

Apart from the damage to furnishings, dogs create too much noise in a densely populated neighbourhood and this is why we had the present default legislation in the first place. In turn, the noise issue leads to altercations amongst neighbours and creates an unpleasant atmosphere which will cause all the better tenants to move away. As landlords, we must do everything to stop this badly considered legislation.

Best regards, Mem No. 1952

Dear John,

Thank you for the email. We currently have no pets policy, as in previous tenancies, people have not cared about the property as they could leave. We've had to change the flooring, etc., to rid the house of the smells. This had occurred many, many years ago.

Currently, I have a tenant couple (very family oriented), who occasionally look after their son's dog, which stays outside, as she keeps the house immaculate (as can be with large family). Having a dog or 2 does not bother me, BECAUSE I know this couple is clean!

Mark Parnell's views are misguided, but that is what he and his wife subscribe to. I have heard them (quite a while ago) being interviewed by Matt and Dave (891 Mornings), regarding their views about people having millions of dollars.

Good luck with it all. Kind regardsMem No. 1368

Hi Rodney it's not only the pet legislation that concerns landlords they are also trying to change the 90 day ruling without a reason. Good time to let the Parnell's look after the tenants from now on and perhaps he can also pay the land tax. Mem No. 178

Thats terrible Rodney.

Thanks for letting me know.

Kind regards Mem No. 542

Dear John/Rodney,

Thank you for the attached. Please pass onto Margaret the following items for consideration.

In Bodies Corporate there is a further layer of permission required complicating this rather simplistic feel good proposal by Mr Parnell.

1. Schedule 3 of the Strata Titles Legislation dictates that pets cannot be kept on a Strata Titled without permission of the Body Corporate.

2. The keeping of pets in Community Titled Properties is governed by its By-Laws which more often than not limit the number/type & size of pets.

Lastly the concept of an Owner not having the right to determine whether or not pets are kept at their property should be abhorrent to all Landlords and must be resisted by all like minded members. Regards, Mem No. 1012

Case 1 Private Landlord submission – 4 units in one block – SA 25/3/2021

Although the contract stipulated, No Animals or Pets, we once had a couple from a third world country on Visa's, that decided to buy a Cockatiel and they had it's wings clipped so that it would not fly. (They said that Australians were cruel putting their birds in a cage.)

The bird would wander around on the floor of the unit and hide under the lounge when people entered. The bird would eat seed off of a saucer which was placed on the floor. Half eaten bird seed was scattered around the inside and outside of the unit, which attracted pests. The tenants did not bother to sweep it up. Different cultures have no education or idea about caring for pets at times let alone enough adequate money to provide the appropriate vet care. This bird also pecked the wood work and it did always look vulnerable and distressed not being able to fly anymore.

When I was in this unit inspecting water damage to a wall, I saw 4 cockroaches strolling across the floor and probably the same amount crawling up the wall. There were also a few around the sink amongst the unwashed dishes. The tenants did not seem to be bothered. Worrying about our tenants in the block we went and bought a \$15 packet of cockroach baits and placed them around the unit for the couple. They had no idea about preventing and managing vermin on a shared rental block.

Later, I noticed a mouse as well as a few pigeons were eating the scattered seed outside. The pigeons made a nest of a few sticks on their water heater and laid a couple of eggs, which days later smashed on the ground.

We say no animals or pets, as there is no front fence or gate out the front of a six-lane highway, there is no lawn or dirt either for pets.

We also had a woman once have a fish tank that got damaged and caused water damage to the flooring.

Case 2

An alcoholic working lad that had a contract saying no smoking, no animals and pets and we would advocate for our real-estate manager to not evict him several times, as

he had trouble paying the rent. had no gas or electricity, he also claimed a large Cocky flew in to the property. He said that it just flew in to the driveway so he kept it. Its squawking would annoy a young woman next door who was studying to be a nurse. The lad was a heavy smoker and had a smoker's cough.

The cocky would say "pretty boy" and then cough just like it's owner. The half-eaten seed on the ground would attract cockroaches and pigeons.

I had to use a sponge mop to clean the cigarette smoke off of the walls, emptying the bucket every 2 metres and it took days of work.

Case 3

My sister rented her house in a country town and the tenants left in a hurry. They left all furniture, half eaten plates of food and 2 American Pit Bull dogs. One of the dogs was pregnant. Nobody wanted the dogs as they weren't sheep friendly. My father took them out to the farm and shot them.

Case 4

Again, the contract said no animals or pets but the tenant decided to care for his sister's puppy and it not only damaged the carpets but also cried a lot disturbing the nurses in the next unit who were doing night duty.

Landlords have to now support Domestic Violence victims and my wife has worked in social work for over 30 years in a lower socio-economic area of Adelaide in child protection and in a public hospital. The amount of DV victims who have unkept and abused pets, including one male perpetrator skinned the dog alive in a rental and then described this step by step to the police and social worker. It is well documented and researched that pets are often the target of DV perpetrators to control their human victims and children. DV prevention groups are lobbying government to have pets protected when DV is present but this is no likely to be in the law soon. Who is looking after the rights of these animals who are purchased or sourced from stolen dogs, to say sorry to their DV victim that I smashed your face in last night. At times the pets are given to the DV victim in an attempt to control the family and children or so the perpetrator can say, I will kill your cat or dog if you do not do what I want. Often but not always the victim is renting. Then when the victim and children have to flee from the violence who do you think gets left with the pets if they are still alive – the landlord, social workers and animal welfare.

If the victim does flee with the animals then they often live in a car and the pets become unkempt, distressed and sick- then abandoned.

Also, we have hospital data from social work that would show the number of patients often renting and with chronic diseases, who need help to get pets fed and watered when they are admitted unexpectedly to hospital. They usually have no additional money or pet insurance. Social Workers and animal welfare again spend a great deal of time trying to help the patients find support for pets but this normally cost money. We know a lot of pets die when their carer goes to hospital or nursing homes, especially when it is really hot or cold and they are left unattended. How are landlords and the other property unit tenants going to cope with these real-life situations.

Case 5

We also had a couple and the male partner was very allergic to just about everything- this couple were super clean and would not use the air conditioning and any furniture had to have no glue and be pure wood pieces. They were excellent tenants who would have never copied being in a block where animal faeces and hair was present.

Right now, the 11 town houses extremely close on the boundary to our block of 4 units has pets that you can hear crying and barking several times a day when we were on working on any of the units. We took potential tenants to look at a rear unit recently and there were cat faeces along the cement that they nearly stepped in.

Our units are double brick walls but the newer much smaller units have paper thin walls so who is going to manage all the complaints about pet noise and faeces. How many pet legal cases occur in shared apartment blocks-? especially other tenants being attacked and seriously injured by dogs and cats that want to protect themselves or owner.

Pets need professional trainers, cost personal time and lots of money to adequately care for them. The reality is a lot of people renting want the enjoyment of feeling a pet's unconditional love that they may have be yearning for, for various social reasons, are not educated in pet care nor often thinking of the pet's needs.

In an ideal world where the majority of the rental community would have jobs, education, adequate language , pet training access, pet insurance, able to pay people to exercise, wash and walk their pets- plus pay for the registration and all the vet bills - + the ability to pay a double bond rate to cover pet damage to the property- making it law to have pets in rentals might work- but this is not going to happen-

It is difficult enough now re costs for landlords to maintain properties and keep the rent low, and we support people on Centrelink renting our units unlike many agents, but we

could not also support also tenants' pets and the issues that come for us and the other tenants when trying to care for pet's needs.

It is already difficult getting rid of the junk , dirt and damage often left behind let alone disposing of pets. Mem No. 2016

Hi,

Regarding the proposed pet inclusive legislation.

It seems logical that

1. Pets vary . species, size, age, needs, numbers, impact
2. Buildings also vary .. types, size, area, location
3. Council restrictions also impact

The ability to facilitate the accommodation of a pet has limitations.

Pets, depending on risk to the property and the neighbouring premises, may need to invoke an extra pet bond / insurance to compensate if a problem arises.

Personally, I believe a landlord should have the right to exclude pets.

A tenant would need to adhere to restrictions agreed to when a tenancy commenced.

We have many restrictions in public spaces .. smoke free, nut free, drug free, noise limits,.....

I would oppose any legislation that restricted a landlord's right to exclude / control pets.

Kind regards, Mem No. 1377

Dear Rodney. This should be a matter between the landlord and tenant. We have allowed pets in the past and it has always ended badly.

One tenant asked to look after a friend's cat for a month. For obscure reasons, the cat did not return to the friend. The cat began to create an ongoing disturbance for the tenant next door to the point that the other tenant became very anxious resulting in ongoing mental health issue. It also meant that the neighbouring tenant would repeatedly ring me to ask what could be done. it was a very distressing time for all of us.

Another pet, allowed by agreement, destroyed curtains, blinds and the garden. It is just too difficult to have pets. Kind regards, Mem No. 1138

I have had past tenants bring in cats without permission which has then cause 100s of dollars damage to window furnishings and carpet.

This is ludicrous! Thanks, Mem No. 1989

To whom it may concern, Re. Changes to the acceptance of pets in rental properties.

I have personally managed two rental properties over the past 15 years and always pets were not permitted.

Despite this almost all of the tenants brought a pet into the property without permission. A brief list of the damage done by these pets (dogs, cats and fish) follows.

Dogs and cats,

Chewed the door and architrave beyond repair on the toilet and the back door, including the aluminium screen door.

Chewed beyond recognition every piece of exposed irrigation pipework in the yard.

Tenants rarely clean up satisfactorily after their animals resulting in terrible smell and unhygienic conditions.

Carpets needing replacement even after professional cleaning, due to the repeated urination in rooms. Urine soaking into the floor below the carpet.

These are just some of the problems I have delt with over the years.

Allowing pets as a default, and the landlord having to seek permission from a government body at their own expense, to me has gone too far.

This can only result in the increasing of the rent across the board, or many landlords selling up.

I will be reconsidering my standing if this goes ahead.
Yours sincerely, Mem No. 1614

Dear Rodney. Yes, I've had a few unwelcoming experiences. I want to make it known that I am a responsible pet owner myself. I have a big yard for 2 big dogs, chickens, cats, fish tank and other birds. So I know the issues as mentioned in the email of having pets! Yes, they can be smelly! and yes accidents in the home can happen, especially if the dog is very young or very old. The point is, I choose to have them in MY home, and would not choose to have them if the house did not belong to me.

My story is:

I had a young professional couple renting my property in an eastern suburb for a 12 month lease (names will be with-held). Three months into the lease they requested to have a small dog. As the property had a small backyard, I reluctantly agreed providing that it will stay outside. However, the one dog grew quickly to 3, apparently to give the first one some company as it was lonely and barking! I gave them a talk that the yard was not suited for so many dogs, simply from an animal welfare position.

Clearly the dogs were kept inside the house. The smell in the house was so strong (to be polite) and the yard

was full of bones, faeces and holes. The lease was not renewed. On vacating the property, the tenants had the carpets cleaned (proof shown via receipt) yet the smell was still strong. It was left unclean with rubbish inside and out, and had damage to the curtains and scratch- marks on doors and walls. I had to arrange for the carpet to be stream cleaned again, a cleaner had to go through the house and get rid of the rubbish. I had to clear the yard of bones and faeces as the cleaner refused to do so, patch paint the walls and doors, and replace the curtains and curtain rods.

Before any open-house inspection, I had to place 10 air-fresheners around the house and have the windows open. Comments were made regarding the smell and air-fresheners.

Eventually the property was re-tenanted and I believe that the smell was a contributing factor in the length of time.

I have other stories... You would think a fish tank would not be cause for alarm, but a fish tank leaking over a 3 year lease caused site damage to walls bubbling, wooden floors warping and a lot of mould happened to me..... aggressive dogs patrolling the property, not allowing me to come to the front door to collect rent...and other stories.
Kind regards, Mem No. 1224

Dear Rodney,

I have plenty to say on the subject. Thanks for the opportunity..

I agree that a tenant with a pet is often more desirable than one who does not, but, the most desirable tenant takes care of the property and also, has no pets.

As I write, this very minute, I have a floor sanding contractor pulling up my beautiful pale cream carpet from a lounge room floor because of a dog urine stain in the middle. The carpet was an expensive one (Bremworth, I don't think you can get it now) and had years of life left in it, but will have to be discarded because of the dog damage. This is an upmarket property and the outgoing tenant had a very responsible job, and was a charming person, as was his wife, so we are not talking about the dregs of society, by any means.

The recent tenant had two "indoor" cats, with a pet lease of their own, and later in the tenancy, I gave the tenant permission to house his father's dog "for a few weeks" while his father was too ill to care for it. He promised that the dog would always remain outside, and as I live close by, I could hear that the dog was usually outside. However, it now appears it did come inside, hence the dog urine stain on the carpet. So, as well as repairing the cat scratch damage at doorways, I am forced to either replace the ruined carpet or have the floor sanded.

Dog urine soaks through carpet into the floor boards and becomes a permanent stain.

The dog also urinated on the front lawn, causing patches of dead lawn that don't seem to have regenerated.

This has happened in another property, also in the lounge, and the floorboards are so badly stained it will be impossible to have them sanded and polished, as tenants prefer these days. This will in future restrict the rental market for my property, and nothing can be done to change that.

On the occasions when I had to bring tradesmen to the property, the dog had to be tied up, (it was a rottweiler) and one tradesman, whose work I value, refused to return to the property in the future because of the dog.

The money spent on repairing the dog damage I had planned to spend on installing solar panels on the roof, but that will have to wait.

As well, the presence of the dog annoyed my neighbours, as it is a very quiet neighbourhood, and the dog would bark at neighbours as they passed the gate. I found it embarrassing to say the least, especially as I had allowed the dog to remain as a favour to what was otherwise, a good tenant.

As to environmental damage, the tenant told me there were no lizards on the property any more. As I live close by, I know this to be a fact.

In the past, I had a tenant in a strata unit who had a cat, that regularly scratched the carpet in one area so that it had to be patched, resulting in a strip of carpet that doesn't match the rest, and is changing colour over time so that the discrepancy is increasing.

In another case, the tenant was housing a dog "for a friend whose home was destroyed in the bushfires" without my knowledge, until a neighbour notified me of what was happening. I subsequently found the dog's claws had caused hundreds of tiny holes in the kitchen vinyl floor covering, which now show up as little black dots all over the floor.

And another tiny dog had a habit of scratching at the bottom corner of the front door, creating a cavity that couldn't be disguised, and causing a permanent draught.

And don't start me on the holes in the brush fence, black marks on walls where cats rub their faces to mark their territory, and cat scratch marks on doors and window sills.

I am at the stage in my life now, where, if I am forced by law to allow tenants to bring animals on to my property, I will either sell my properties, or leave them empty. They are appreciating in value enough without having to deal with other people's animals.

I have had pets of my own over many years, and I am a member of RSPCA, so it cannot be said I don't like animals, but my experience is that tenants, even normally responsible ones, allow their pets to damage landlord's property, and that damage can permanently degrade the property.

My apology for rambling on so long. There is no doubt the residential rental market will be seriously depleted if this legislation happens. There must be many landlords, like me, whose properties will no longer be available for rent. Mem No. 169

Dear Rodney, again,

I am happy to supply photographs of pet damage to my property if necessary. And the floor sander has just confirmed the latest damage is, indeed, dog urine, and when the floor has been sanded, the stain will still be there.

I think I can say this was my last pet owning tenant. Mem No. 169

Hi John Sky

My name is Mem No. 1759

Tell Mark Parnell to shaft he's legislation up there!!!

I have been Landlord for many years, but now just about I had enough of the bullshit.

Regards

Mem No. 1759

Have a nice Easter

Dear Rodney, Dear John, Dear Committee

.... does Mark Parnell have nothing else to do but impose his self serving ideas on other people?

Green is all nice and well, but communist green he can have it all to himself. Does he own properties?

Does he allow any and all sorts of pets?

Does he allow pets like Pitt-bull Terriers, Great Danes, a dozen cats, chooks and roosters, snakes and alligators? It should remain at the discretion of the property owners as to who they allow to reside on their premises.

All nice and well with the long list of pros and cons, but I have to pay the interest, repair, insurance, rates and taxes for the property. So, Mark Parnell, with all due respect keep your fingers out of my affairs.

We are subjected to all sort of restrictions and licences: Driver's licence, gun licence why not having a pet licence for those considerate pet owners and add a child licence while you are at it. The problem are irresponsible pet owners, irresponsible parents and incompetent politicians. They all claim that their dog is the best, most well behaved dog. But when they are off to work it yapps all day and drives people nuts.

John's discourse is well put, argued and presented. Just wonder if Mark Parnell has the capacity to accept this as part of his agenda.

As far as I am concerned:

- No pets in apartments or houses with direct impact on neighbours.
- No pets in carpeted premises.

- If at all, only pets after close encounter and previous good behaviour record.
- I always advertise: NO PETS ALLOWED! Still, people keep asking: Are pets allowed?
- How about a tax concession for allowing pets if this is so close to the heart of parliamentarians?

Why is it that Old Folks Homes and Aged Care Facilities, even Caravan Parks have strict pet rules, even though the therapeutic benefits for this age group would carry much more weight.

Don't let more politics be imposed on our lives.
You have to be a fool to be a landlord in South Australia.

Thank you for your good work. All the best. Member 421

Thank you for the information.
Mem No. 982

Dear Mr Webb.

We are opposed to pets on a property. It is the landlords property, yes? How is it that tenants now have right to destroy some ones property. With impunity. With protection of the law. How can a law be passed that allows someone to bring in pets to destroy property, and not be held accountable. The tenant will not pay for anything. How is it that we will allow tenants to damage property (and cause harm)property that does not belong to them and the landlord will be held accountable for what they can not stop or prevent?

Laws are supposed to protect people and property.
A law that allows some people to destroy or do harm is wrong, bad, immoral.

Allergies

A tenant, child, workman, visitor, cleaner, new tenant can have an allergic attack, landlord in a house with animals and that includes me. An asthma attack can be hospital time, death or other. Anaphylactic shock can occur and it can be death, hospital time , it can be me.

Pets in houses have been snakes, lizards, guinea pigs, rabbits, chickens dogs cats birds flying in a house shitting from above.

Dogs have ranged from small to actual large and powerful killer dogs. These dogs were brought onto the landlords property in between inspections and were taken away for inspection day only to return after the inspection.

Dangers

The dogs were so dangerous that no one could go out the back door to inspect the property. They jumped at the door and ripped with their claws at the screen security door. They would have killed anyone who went outside.

A child who lived at the house went outside and one dog jumped onto the childs back and tried to get the child by the neck. The other dog was running to join in. Landlord to be responsible?

Animals that get out on the street

Animals that get out onto the street can attack injure and kill people, men. women, children going about their lives. Children going to school and home. Elderly people? vision impaired?

Barking dogs can become a police matter and does that become a tenant problem or a problem for the landlord who has no rights to stop it? How about snakes out on the street, in the house?.

How about a dog that gets into a neighbours yard and kills a child or some one else? Snake?.

Cats that roam and attract fines, landlord to pay?

Damage to property

Shredded curtains dogs and cats.

scratches on doors, windows woodwork - dogs and cats
damage to furniture, white goods - dogs and cats
Damage to carpets, urine shit, smell, health, sickness. hazard

Carpets have to be removed at great cost, Lino destroyed. Walls have to be repainted and woodwork..

If sickness breaks out due to animals and the filth?.

House can have an unhygienic order imposed and shut down and remedial work ordered.

A law is supposed to protect people and property. A law that allows and encourages damage and destruction to someone or something is wrong. Some years ago there was something that a law could not be brought in which allowed people to do wrong, bad, immoral, harm. Laws exist in society to have a law abiding and orderly people that do not harm or destroy . If they do harm then they are supposed to be dealt with by the law. A law can not protect people on one hand and also allow people to do harm.
Best wishes, Mem No. 935

Hi Rodney

We agree with your opinion that it should be dealt with on case by case basis.

Landlords should not be forced into allowing pets.

Good luck! Kind regards. Mem No. 2007

Hi Rodney,

A few years ago, a new tenant after having moved in requested to have a dog. The then property manager draw up a contract to cover damage that may be done by the dog. I reluctantly agreed. When the tenant eventually left, I was left with damaged architraves, lawn dug up, urine on the paving and outer walls. Plus, I leant after that there

was another dog staying as well which wasn't reported to the property manager.

Although the damage inside was repaired except for the lawn it is very inconvenience and time wasting.

Since then, I have had a No Pet Policy and will be doing my best to continue so. Mem No. 2033

Hi Rodney, My response and experience for John Wyk is as follows.

I had a tenant lease my property with cats. Many cats a lot more than was allowed on the lease. The lease allowed for three cats. When she vacated she left the house in such a filthy state and the stench was beyond comprehension, so much so the house was uninhabitable. I removed the carpets myself as soon as possible following the assessor. The tenant had always paid the rent weekly however, did not bother to pay the last few days of rent either.

While I had been told previously by the insurance company, I had pet damage I in fact did not. Even if I did the amount of cover was negligible. I had an insurance assessor come through who said that this was all down to tenant neglect and not covered. I believe as the assessor felt sorry for me, she did do a report in my favour to cover the floor coverings. I received an amount to cover carpets (approximately \$4,000.00). It was obvious the house was badly damaged. If this was purely tenant neglect, I could have cleaned up and had a tenant in place in no time. Later I was told by the insurance company I should not have received this after requesting another assessment by a building assessor. Following this second assessment the first response that this was tenant neglect and no further payments would be made. A second opinion gained me half the quoted painting repair work at approximately \$2200 (the total painting account I paid was approximately \$10,000.00). I also queried loss of rent and gained a few weeks of loss of rent to cover the time spent to replace the carpet and repair paint work (approximately \$7,000.00). While I did receive money for carpets which I opted for vinyl planks and paid the difference, the paintwork was well into the thousands and \$2,200 hardly met the bill for a full paint job. The loss of rent while a good amount went mostly on mortgage payment commitments and some further tradespeople.

There were thousands of dollars damage done to the property. The cats had soiled (both faeces and urine) in every room especially two of the bedrooms. The cats had even been in the kitchen cupboards, pantry cupboard and linen cupboard soiling both defecating and urinating. There was so much stench and from cats urinating the pantry between where the fridge once sat was saturated and had delaminated. There was no way to clean this up

and I had to make the decision to install a new kitchen. I removed the wrecked kitchen myself. There was so much rubbish left behind as well as furniture and nothing had been cleaned it was in a filthy state. The tenant's sofa was left outside in the elements amongst rubbish bags and other belongings, bins were full and the stench was putrid. Kitty litter was scattered throughout the house as well as filled rubbish bags. There was damage to ceilings where cat poles had been placed. In the end I had to remove the bottom section of walls throughout the whole house (minus wet areas). Yes, bottom wall sections removed in the lounge room, dining room, kitchen, hallway and three bedrooms. Along with this all skirting boards were removed. The stench was so bad from the cats urinating against the walls I could not remove the smell even though I tried cleaning, airing, paintwork commenced and then had to be redone later. I had new gyprock, flushing, skirtings and paintwork done.

I have since replaced the kitchen with new oven, cooktop and rangehood. Yes, I do not know what happened to the gas cooktop but it was so filthy and scratched, cat fur in the oven. There is new vinyl flooring throughout, new gyprock and flushing to lower walls and walls to kitchen area prior to new kitchen cabinets going in, new curtains and tracks, new skirting boards, all new paintwork throughout, new vanity, new laundry trough. Along with this are the new tapware, plumbing and new electrical work requiring qualified electrician and plumber.

Any requirements to maintain or update would ordinarily be done on a gradual basis between tenancies, but I had to do all this work at once.

This has cost me all of my savings plus using borrowed money. I still owe for some paintwork. I have had to do work over time as money has allowed, the greatest expense is having to pay tradespeople. Some disasters along the way and getting work redone from bad workmanship.

The kitchen is now beautiful along with the rest of the house practically all band new. This has come at a great cost to me both financially and emotionally. It has affected my quality of life. My own home has become run down and I cannot afford to get things done at my own place where I live. I have been working on the rental house for 17 months.

To be forced to take on a tenant with pets would destroy me. I have lost faith in my own judgment and have interviewed a number of property managers. All keen to have my business but I know this is not going to give me total peace of mind as now brings in another element of having to deal with any demands a property manager may place on me.

The tenant was taken to SACAT. I attended both the conference and I wanted to go onto the hearing. The tenant did not appear or attend by phone to either conference or hearing. I was awarded the bond which hardly covers anything. The tenant now owes me \$7500.00 which I am not sure that I will ever receive. The final order was a lot less than what I had claimed.

I did discover later on social media the tenant was most likely breeding cats as is a specialised cat breeder. It would appear my house was used for breeding hence a number of non desexed cats. She always removed the cats when I did inspections.

What I can see from this legislation if is passed that tenants could apply for a tenancy saying they have no pets initially to get a foot in the door so to speak. Then they could say they are getting a rescue pet. All along this is their pet which they have had waiting with either family or friends. There would need to be some proof but who would do this as the law would just say they entitled to have a pet. This would be a very sneaky way of obtaining a rental property leaving a landlord with nowhere to go.

Ok could not renew the lease but by then a lot of damage could happen. I have previous pet damage from one tenant the dog had left a strong smell on the dining room floor and another tenant all screens were ripped by her dog and another the cat had climbed the new curtains leaving claw holes in the curtains. In fact, I have only ever had one tenant with a pet who was exemplary. The other tenants have had no pets.

The cost to me has been approximately \$30,000.00 for materials and trades but I have not done a final total of expenses paid. I have had to use tradesmen for the majority of the work. Plus there is the loss of rent in excess of \$20,000.00 because of the time it has taken me to get the house back to a habitable residence.

I have since changed insurance company and do have a good pet cover. However, I do not want to go there ever again. It does not matter there will always be out of pocket expenses for a landlord once a pet has done the damage. I do not know how I would cope if a pet damaged my new kitchen, new flooring, new everything as previously mentioned.

I do not see why a landlord should put their property at risk which is worth in the vicinity of hundreds of thousands of dollars and more. A tenant may only stay 12 months and then move on leaving the damage behind. It is soul destroying. I hope my experience helps.

Hi Rodney. In addition to what I have already sent I forgot to mention the damage to window ledges which were deeply scratched in the three bedrooms and lounge room. Some architraves were also scratched. I had to sand back all the woodwork to remove the deep scratches and as well as sand and revarnish all woodwork throughout so that it matched. The architraves (doorways) as well as windows are meranti wood. This took me an immense amount of time.

The carpet had big holes in the doorways down to the concrete slab where I can only think the non desexed male cats were locked in and trying to get out.

I also replaced all doors and laundry external door (total of 7 doors). Doors were badly damaged and one was badly cracked and coming apart. The new internal doors were painted by a professional painter and the external door varnished. The new doors also meant new door handles. The doors and handles were professionally fitted.

I also had to replace the linen cupboard as along with the kitchen cupboards cats had urinated inside the linen cupboard and I could not remove the stench. Walls were replaced prior to the new linen cupboard was installed as the stench had gone through the walls behind the linen cupboard.

I just heard on the news that Mark Parnell is leaving Parliament early now I believe next month. Maybe this will mean this proposed insidious piece of legislation will not get passed by Parliament and just die a pleasant death. Mem No. 1601

Hi Rodney, Thanks for the email dated 25 March on keeping pets in rental properties.

We fully agree, and in fact strongly agree with the second half of the email commencing with "Our position is.....".

We prefer no pets but do consider pets. This, depends on the suitability of the property and if the tenants ask. We then request details of the pet, its behaviour patterns, and past pet rental reference, if available, and give preference for a quiet and outside pet.

If accepted the tenant signs a 'pet clause addendum' (supplied by Landlords Association).

In addition we consider the Landlord should receive a rental increase of say \$20 to \$50 per week for their additional costs associated with pets.

Our experiences with pets are as follows:

- Extremely deep gouging scratches in doors and architraves (dogs locked inside guarding unknown drug crops).

- Pet urine stains and smells in carpet and despite numerous cleaning attempts the carpet had to be removed, disposed of, and then a new carpet installed, furniture moved etc. This has happened on at least two occasions.
- Pets, particularly dogs, leave a very distinct smell throughout the house which is almost impossible to remove and is unacceptable for a tenant who does not own pets.
- In some premises major pruning and assistance to clean-up gardens is done and often pooch is stepped in or even grabbed in weeding grass etc. - with its associated smell and stickyness.
- Neighbours complaining of noisy dogs.
- Once another neighbour regularly smiled, as they watched their dog do its business on our front garden bed.
- some tenants have respectfully requested a pet, advising the pet characteristics and reasons for wanting a pet and this has often been accepted. The results have been accepted and we absorbed the extra cleaning and repairs due to the pet.
- One tenant with a pet left, but some years later reapplied for renting again and was considered as an excellent tenant.
- Pets, particularly dogs chew and damage dripper irrigation systems causing repair cost, excess water cost, water damage, plus dead or dying plants, as tenants often do not check or notice irrigation watering faults.
- Extra fences and gates have been installed and maintained to assist tenants to keep pets. All at the landlords costs.
- We always stipulate that pets shall be kept outside, but this is often ignored as we find hair and fur in many small corners, in the sides of dishwashers, cupboards, steps and similar. Initially this is not noticed, but very soon surfaces. This looks, or is unclean and requires extra cost to clean, but then is still not quite clean.
- Pets should not be allowed in confined spaces like units - dogs usually bark, and the noise causes a lot of anxiety to neighbours living in such close proximity.

In conclusion

1. The present system of no pets is preferred to assist in maintaining the best tenant -landlord relationship and avoids the extra pet costs.
2. If pets are requested by the tenant, the details should be assessed by the landlord the same as the tenant applications are assessed. It is not reasonable that tenants can claim its their right to be able to have a pet. What if a pet donkey or some snakes!!!
3. Outside pets are preferable for the pet and for human health reasons.

4. The extra costs for pets to be added to the rent if pets are allowed.

We trust the above assists in the satisfactory management of pets in rental properties. Mem No. 1067

Hi, my response to open slather by allowing Tennant's to have pets is that landlords will need to be able to evict a Tennant who does not keep the home in its original state of being, at the time of taking the Tennancy. Upon finding pet damage that all repairs to reinstate the Tennancy to original state are paid directly to the agreed repairer by the Tennant. A pet deposit be payable at beginning of Tennancy of not less than \$800. That the Tennant is responsible for the cost of making the yard pet enclosure friendly, meeting standards to not diminish the property value.

I'm all for people having pets, however pet ownership costs associated with damage to property must be borne by the Tennant. Should the Tennant refuse to act as a responsible pet owner, then immediate eviction should ensure with the Tennant bearing all costs including the cost of SACAT application, and a register be established for irresponsible pet owners, available for all to see online. That cats not be allowed outside unless appropriately caged. Thank you. Mem No. 755

Hi Rodney and Pat,

I would think that the majority of people renting out properties would have experienced some problems, - damage requiring replacement of curtains, carpets, deep clean of wooden floors under carpet, painting of wall where pets had rubbed, replacing chewed pieces of timber cleaning yards, de-odourising homes etc. plus non payment of rents and extended stay allowances from tribunals. Some of these tenants consider us as " Millionaires" as we have properties, but many landlords have scrimped and foregone other luxuries and extended bank debt to fund these properties, never earning the incomes /allowances some of our tenants currently enjoy.

However we also have had a number of tenants that we have enjoyed and they have looked after our properties as they would do to their

own home. I personally have had three exceptionally good tenants and have two in this situation currently.

As the owner of a home, like a business, we should be allowed to manage that as we see fit, and not be controlled be highly

irresponsible legislation. Should we place an exorbitant rent on the property tenants may choose not to rent, if no pets allowed, they may choose not to rent etc, but that should be the owners choice to set these parameters.

The government appears to be doing their best to make private landlords sell their properties. Taxes, insurance, removal of allowable areas of claims on rentals, costs for disputes etc. all favour the tenants and are disadvantages to the property owners, reducing our wish to retain our rental properties.

What next – is the government going to take on the provision of rental accommodation for these people?

I am also concerned at the movement to make landlords responsible for properties that may have been “contaminated” by drug users, and the proposals by persons that the landlords must be fully responsible for the inspection of such, and subsequent complete eradication should the tests show any positive indications of contamination.
Best Regards, Member # 389

Probably not enough space for my tirade, Rodney Webb



THE GPO LETTERBOX NUMBERED 2486

The Landlords' Association (S.A.) Inc. has leased this mailbox in the Adelaide GPO from the early beginnings of the association, it was in place when Margaret Kohlhagen joined our association in 1986. Sadly it has become a victim of technology whereby it is no longer financially viable to rent this facility and, as such, the committee have decided to not renew the rental of this post box. As an association we do still receive written material and membership renewals by post and they are all for processing by our treasurer. As such our treasurer, Patricia, and I have decided to offer our postal address as a destination for all postal articles addressed to the Landlords' Association (S.A.) Inc. It is **46 Metala Road, Paralowie, SA 5108.**

The GPO box will no longer be available to us as from May the 1st 2021.

Rodney Webb.



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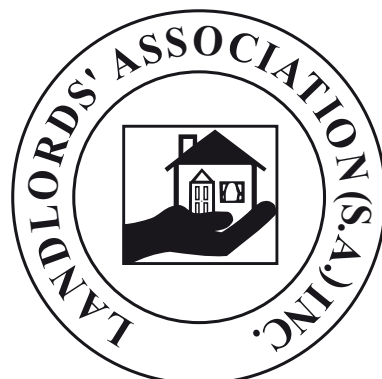
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AUGUST 2021 NEWSLETTER****Saturday 26th June 2021**

ARTICLES, ANNOUNCEMENTS
& OTHER MATERIAL

Please send to:

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GPO Box 2486 Adelaide SA 5001
or Email to: lasa.info@landlords.org.au

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for the Newsletter could be sent by email wherever
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FUTURE MEETING DATES

Tuesday 03/07/2021, Annual General Meeting
Tuesday 02/11/2021, General Meeting

At the Fullarton Park Community Centre
411 Fullarton Road Fullarton SA 5063

Guest landlords are always welcome
Please mention if this is your first attendance

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