

Landlords:

3. How important is the use of risk management tools by property managers? Are you more likely to use a property manager that is a subscriber to an RTD?

The experiences I have had in relation to RTDs would indicate that they are not used properly or fairly by property managers so I would not rely on RTDs in their current format to vet prospective tenants and would not be more likely to hire a property manager who did.

As RTDs are normally restricted to property managers, they are also ineffective in SA as only about 505 of properties are managed by property managers. I believe that individual landlords who manage their own properties should also be able to register with RTDs. Then they may be more useful (if they are regulated properly).

General questions:

46. What are the consequences for real estate institute members if they do not abide by the Code of Conduct in their jurisdiction?

Consequences? Are you kidding? There are no consequences. The Real Estate Institute in South Australia is ostensibly supposed to ensure that at least members of their organisation are bound by a code of conduct but they are not willing to monitor a code of conduct or hold their members to one. If you go to them with a complaint about one of their members they refer you to Consumer Affairs! They don't want to know about it and won't do anything about it. As long as you pay your money, you can be a member. They don't seem to care how business is done. And as far as I'm aware, there's not much Consumer Affairs can do about it either.

47. Are you aware of any other forms of industry self regulation that may be relevant to the operation of RTDs?

Again, industry self regulation is a joke in South Australia. Any regulation must come from a government body to be effective.

General questions:

49. What information should be listed on an RTD? Should the listing include information on the type of breach or reasons for the breach? Who should determine what information is listed on an RTD?

Only breaches that are proven (ie an order of the Tribunal) should be able to be registered on databases. This will stop property managers lodging unsubstantiated and false claims.

50. Who do you think should be listed on an RTD? People who have signed the tenancy agreement or anyone occupying the house at the time?

The person who breached rather than the person on the lease.

51. When should a person be listed? Eg. During or at the termination of a tenancy agreement?

When the order is made. Should also be removed as soon a breach is remedied.

52. In what circumstances should a person be listed? Are there any exceptions to these circumstances?

Record Tribunal or court orders only.

53. Should a person be given the opportunity to review and correct inaccurate information before it is listed? If so, what process should be followed?

Order should be confirmed with appropriate jurisdiction.

55. Should a person be informed about a listing on an RTD? If so, when should the person be informed and by whom?

Yes, by the person making the listing, when the listing is made. Also, notification in the lease agreement that all orders will be listed to the database.

56. Should a property manager be required to provide reasons as to why they have refused an application?

No. This is impossible to monitor. All the agent needs to say is that there was a more suitable applicant - how is a tenant to prove otherwise?

However, the tenant should be notified if a RTD listing was found - that way, if the person who created the listing didn't notify the tenant they would be able to report them for an expiation notice to be served (obviously this would need to be supported in legislation)

57. Is it reasonable for RTD operators to charge for accessing a listing? If so, why and under what circumstances is it appropriate? What is a reasonable charge?

Yes and No. If records are being kept on a person they should be able to access this information at no charge.

Property managers and landlords wanting to access the listing as part of the tenant selection process should be charged for this.

I have no idea what a reasonable charge would be. This should be set according to the costs associated with the management of this material, the type of service provided and the amount of requests made by an individual.

59. If a dispute about a listing arises, how should it be resolved?

Residential Tenancies Tribunal

Under what circumstances should an RTD listing about a tenant be changed/removed? Who should determine whether a listing should be changed/removed?

1. Property managers should remove listings as soon as the breach is remedied.

2. Tenants (who will have been notified of the listing) should be able to have the listing removed by showing appropriate documentation. (at no cost).

3. The listing should be removed if there is an order made by the Residential Tenancies Tribunal or an appropriate court.

62. How long should a listing remain valid? Should listing duration relate to the severity/type of the breach?

The listings should be checked at least annually by the operators to confirm that they are still valid.