

## **2.1**

**1.** All our offices in Queensland would use TICA as well as a number of offices are also now using National Tenancy Database (NTD) as a method of RTD.

**2.** It is a very effective tool as we obtain information that may not be listed on the application form. I did have an office that was not a member in a regional town – contacted TICA and asked the question how many tenants had been listed that had been rejected by the other agents in town. There was an unacceptable number, which meant that these tenants probably ended up renting through our agency as they did not have the means to do the thorough checking. Our agency recognised that they had a number of problem tenants, which have now been eliminated because of the current membership with an RTD. The corporate office does not personally subscribe to an RTD.

## **2.2**

**1.** As the corporate office, we promote NTD. We feel this company promotes “Best Business Practice” to both the agent and the tenant. They also are very conscious of the legislation and attempt to comply with it at all times.

**2.** The REIQ and the REIQ Property Management Chapter.

### **2.3.1**

**14.** In all our training we recommend strongly that the offices screen the prospective tenants through the RTD. We have also trained that they are not permitted to do this unless the tenant has signed the application form giving authorization to do so along with providing the names of the companies involved.

**15.** Yes this is carried out through a Pre-Application Fact Sheet (attached to the rental list) that is given to the tenant upon entering the agency. The consent form is also part of the application form which the tenant must sign before a search can be carried out.

**16.** I have been informed by different agencies that they come across prospective tenants who have been listed for monies owed and they were then rejected. We have also as a corporate office had a couple of tenants contact us to complain because they were not accepted by a new agency. When researching the complaint it was evident that the tenant had owed money or damaged the property during the course of their previous tenancy. In this case the listing was justified but the tenant was still unhappy. There have also been cases where the tenants were unduly listed and their details have now been removed as a result of the changes to the legislation. Since the changes to the legislation it appears that the problem has sorted itself as the tenant is removed if unduly listed.

### **2.3.2**

**19.** As the corporate office we have always trained that a tenant should only be listed for an amount which is over the bond. In the past a tenant was also listed for repeated notices and failure to pay rent and the policy was to list them at the time of giving the Notice to Leave. In some cases, property managers listed the tenants at the Notice to Remedy stage though this was not encouraged by the corporate office. Obviously, this has now changed with the new legislation. In my travels, property managers are very nervous about listing any tenant on an RTD and this may have a large impact in a few years time when defaulting tenants are not being made accountable.

**20.** The reason why we encourage our offices to use both is that in other states such as NSW, TICA is very well known but in SA, VIC and WA they don't know TICA very well and use NTD all the time. I also refer back to 2.2.1 and state again that NTD is a very professional organization that I see will continue to provide strict guidelines to the agencies.

**21.** We train and provide material to the agents in Queensland that they must advise the tenant through the rent arrears process that they will be consulted prior to a listing. The tenants are also given one opportunity to correct the listing before placing the tenant on a RTD. The legislation states that a tenant can only be listed if they owe money over the bond or if there is a tribunal order. This section of the legislation is one that needs viewing again. If the tenant has not paid the rent from the Notice to Remedy and finally the Notice to Leave it is highly unlikely that they will pay the rent upon vacating. It is fine if the money is covered by the bond but it is unfair if the tenant owes over and above and they walk into another agency and rent a property when they knowingly owe money elsewhere. The other agency cannot check because the current agency has to wait and give the tenant an opportunity to pay the outstanding money. This I would imagine will only happen the once as the first agency would then list the tenant for monies owed in excess of the bond so future applications to other agents would then be rejected until the money was paid. The problem is that at least one agent and one owner will suffer as a consequence not to mention the agent who made the listing in the first place.

**22.** They are advised when they sign up in the first instance via a Rental Arrears Procedure which the tenant must sign. This explains what time frame, contact is made and notices are sent i.e. 5 days letter or phone call, 8 days NTR. The form also explains that the tenant may be listed with an RTD but will be given the opportunity to pay the monies and consulted prior to the listing.

**23.** Only the lease holders. Approved occupants are not allowed to be listed. As a corporate office we do encourage agents to have all persons occupying the premises as lease holders (except in the case of children).

#### **2.3.4**

**34.** With NTD this company has a letter that is generated to the tenant prior to the listing showing what is owed and what the tenant is going to be listed for. This information has been provided to the NTD by the agent and is removed if the listing does not proceed. This is not loaded up on the site until approval has been given by the agent. Consultation can be made with NTD and the agent regarding the listing ensuring that compliance is being kept. If a tenant details have to be removed again it is a process which can involve consultation and is usually carried out by the agent via the website.

With regards to TICA, the process is carried out by the agent via the website.

#### **2.3.5**

**37.** The property managers would not normally review the listing unless they had an enquiry through another agency from an application form or the tenant contacted them making enquiries or the tenant paid the outstanding money. If it was a case of the latter then they would remove the details from the RTD. If after reviewing the listing in the agent's office and it was deemed that they did not have enough material to substantiate the listing or it was incorrect then we as a corporate office train that the agents would then either alter or remove the listing from the RTD.

## 2.4

42. As the corporate office we train that they process the application and carry out a search once on each tenant applying for the property regardless if they are lease holders or approved applicants. All applications would be processed in this way. I do not have the data on the last question.

### 3.2.3

45. I understand that if a tenant makes a complaint to the REIQ then they will strongly recommend that the agent comply with the legislation if necessary and if they do not then further action is taken by the REIQ. As an agent we are more concerned about the Code of Conduct (PAMD) with the Office of Fair Trading which does have more power to deal with the agents. This code specifically mentions the listing of tenants with an RTD. Also as a corporate office we can force our agent to also comply.

46. The Privacy Commission. As in the case of TICA who at the beginning of the changes sold a database of all tenants that had previously been listed back to the agents for viewing. This was a blatant disregard to the Privacy Act and also the reasons behind the changes to the RTD guidelines.

## 4.1

47 In the six years I have worked at Ray White Corporate I have only had a couple of complaints where the tenants feel that they have been unfairly listed. The complaints are more about that they did not receive their bond on time or the amount they wanted.

### 4.2.1.

48. Information such as the type of listing i.e. money owed in excess of the bond and anything else such as damage, repeated breaches must have a tribunal order. Also reasons for the listing would be relevant, how many notices have been issued and whether any mediation has been carried out. The agent if they have factual documentation to substantiate the listing such as tenant ledger or the tribunal order. If it was left to the tenant the listing would never be made so at least by the agent taking the steps to do it and the tenant doesn't agree then they can dispute it. Obviously, the agent has to have guidelines as to how and when they can load the listing. The main problem is that for so many years, agents have been listing tenants as soon as they became a problem. Property Managers were then listing tenants for just receiving a Notice to Remedy Breach for rental arrears and the like therefore this has escalated so there are now many tenants listed that should not have been listed at all.

49. I agree totally with the lease holder as being the person responsible so if the occupant cannot be listed then the lease holder should take the responsibility and accept the listing. Consideration should then be given as to what measures can be taken to include occupants in the RTD listing so the lease holder is not held to blame.

50. The availability of listing the tenant into a holding bay after giving them an opportunity to correct the listing prior to vacating the premises should be an option. If after vacating the premises and the listing has not been rectified then the listing can be loaded completely. At least this way if the tenant is applying for other properties the agent can see the details in the holding bay. If the tenant is genuine they will pay the money or formalize a payment plan when given the opportunity.

**51.** Only when there is money owed over and above the bond and/or damage etc. If the tenant has been continually behind with their rent and at the time of vacating has not owed any money then it would be unfair to list them with an RTD. There should be no exceptions because the RTA has an allowance for tenants who suffer hardship to terminate the tenancy and payment plans can be entered into.

**52.** Yes feel this is necessary because there are always rules and people will sometimes try to change the rules. If the person being the tenant does not agree to the listing, then possibly to shorten the process if the RTD gathers the information from the agent and passes it onto the tenant for viewing. If the tenant still disagrees then the next course would be the SCT.

#### **4.2.2.**

**54.** If the tenant applies for a property and the search is carried out by agent and there is a listing with an RTD then that agent should inform the tenant as soon as possible.

**55.** If there is a listing yes but if there are other reasons such as the references are not acceptable then no. The tenant does have the right to view the comments from the referees under the Privacy Act but we do not have to give them the reasons why they have not been accepted. By verbally informing the tenant that the agent said this and that or the referees made certain comments only causes friction between the agent and the tenant.

#### **4.4.1.**

**56.** I would think it would be a reasonable to expect the RTD operators to charge the tenant. It would also be acceptable for a tenant to be able to access if they are listed and for what, at any time they choose. A reasonable charge would be between \$3.00 - \$5.00 ex GST.

#### **4.3.2.**

**58.** Refer to no 52.

**59.** Only if both parties agree. If this cannot be determined then an order from the SCT.

#### **4.3.3.**

**61.** If the listing has been corrected i.e. damage repaired, money paid then to retain the listing for any length of period is not feasible. If the listing is not corrected, then indefinitely. If the tenant disagrees then they can dispute the listing.