

Has the Residential Tenancies Act 1987 met its objectives and is there a need for minimum lease terms to be included in the Act?

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Abstract

The Residential Tenancies Act 1987 was introduced to fill the void of regulation of residential tenancies in NSW that was not covered under the Landlord and Tenant Act 1899. Twenty years after the introduction of the 1987 Act and after a number of amendments to this act, the Minister for Fair Trading has called for submissions for a substantial review of this Act, which closed on 31 August 2005.

The purpose of this paper is to determine whether the Residential Tenancies Act 1987 has served its purpose and kept pace with the changing nature of the residential tenancies in NSW, from the perspective of managing agents and to consider the consequences of changes to tenancy tenure. A survey of residential property managers has been conducted to establish the strengths and weaknesses of the present Act in addressing residential tenancy matters from a landlord perspective and to monitor views on the options raised under the Residential Tenancies Law Reform – Options Paper 2005.

The findings from the survey indicate that the Residential Tenancies Act 1987 is in need of a balanced revision that addresses both needs of the lessee and lessor.

Keywords: Residential tenancies, tenure, lessor and property manager, Consumer Trade and Tenancy Tribunal.

Introduction & Background

Prior to the introduction of the Residential Tenancies Act 1987, which commenced in October 1989, residential tenancies in NSW were largely governed by the provisions of the Landlord and Tenant Act 1899. The key area of the 1987 legislation focused on the following issues:

- Commencing and Tenancy Agreements
- Entry Costs
- Rent
- Privacy and access
- Locks and security
- Residential Tenancy Tribunal, and
- Ending the agreement

The objective of the Residential Tenancies Act 1987 are not specifically detailed in the act, however, the primary objective of the act may be viewed to establish a legislative framework for the administration and enforcement of the above issues. Since the introduction of the 1987 Act, a number of additional issues have been identified and raised as matters for consideration in reforms to the existing legislation governing residential tenancies in NSW. The Residential Tenancies Law Reform Options Paper 2005 has identified eight Major Strategic Reform items. This paper primarily considers the first and perhaps most important Reform item, namely 'Tenure'. The premise for arguments to the change of tenure have been considered from a managing agent's perspective, with additional discussion on the potential strengths and weaknesses of the such changes.

Introduction and reforms to residential tenancies have raised much debate and resistance. This was evident in NSW when the Landlord and Tenant Reform Committee was formed by the Minister for Consumer Affairs NSW in 1978. The formation of this committee was as a result of the findings of the Commonwealth Commission of Inquiry into Poverty 1975, (Lang 1990). Whilst commenting on the ability of reaching acceptable conditions to both landlord and tenant on a number of tenancy related matters, Lang (1990) indicates

that tenure, rent increase, repair and privacy, are among issues that are not easily resolved to the mutual agreement of landlords and tenants. These issues are again the issues that have been raised in the Residential Tenancies Law Reform Options Paper (Office of Fair Trading 2005).

It is the issue of tenure that is the primary focus of this paper. Under the present legislation, section 58 of the Residential Tenancies Act 1987, allows the lessor or their agent to terminate a tenancy after the fixed period with sixty days written notice to the tenant. In the same way, a tenant may terminate the tenancy with 21 days notice to the owner or their managing agent. This process is referred to as a no grounds notice within the property management industry. Under the Office of Fair Trading Options Paper 2005, discussion is centred on the fact that a minimum tenure term of a tenancy is not defined under the Act and that the present usual term of a residential tenancy being 6 to 12 months may not be sufficient tenure for a tenant in NSW.

Research Objectives

A review of residential tenancy law in NSW has been initiated by the Office of Fair Trading NSW in their Options Paper – Residential Tenancy Law Reform 2005. Identified under the Major Strategic Reforms of this paper, is the issue of tenure among other matters. The objective of this research is to review the literature relating to the matters raised in the Options Paper with a specific concentration on the issue of tenure. In measuring the success and adequacy of the legislative framework that presently governs residential tenancies in NSW, a survey of residential property managers has been undertaken to determine the adequacy of the present framework and its operation in achieving its objectives in relation to the term of residential tenancies and the appropriateness of the options highlighted in the Options Paper.

In summary, this research seeks to measure the present adequacy of the existing legislative framework that governs residential tenancies from a property manager's perspective. Further, it seeks to measure the attitude of property managers in relation to the Residential Tenancy Law Reform – Option relating to reforms of tenure of tenancies in NSW.

Literature

The options for dealing with tenure of residential leases as set out by Fair Trading are modelled on what is referred to as the European model, in which France is used as an example which has a minimum 3 year term, (NSW Office of Fair Trading 2005).

Reference is made to the Victorian (Australia) legislation which allows a maximum term of 5 years. The two options considered by Fair Trading NSW are for leases over 10 years, with greater flexibility in the legislation where these are to exist, or option 2 is for a minimum fixed term, (NSW Office of Fair Trading 2005). A review of the Residential Tenancies Act 1987 as amended does not currently provide a minimum or maximum lease term for tenancies under its jurisdiction, Residential Tenancies Act (1987). The issue associated with the introduction of tenancy legislation that governs minimum lease terms and tenancy tenure has been noted. "Ultimately governments, when they seek to interfere in the free market, need to make political judgements as to where the balance lies" (Lang 1990:3). The issue surrounding tenancy knowledge and understanding of the tenancy agreement, including the term and tenure of the lease under existing residential tenancy legislation in NSW is made available by law to tenants at the signing of a tenancy agreement. The Renting Guide is a summary of rights and responsibilities of tenants and landlords and is required to be given to a tenant at the commencement of a tenancy. In this guide tenure of tenancy is briefly discussed.

The length of the fixed term period of the tenancy is a matter to be agreed upon.

The most common fixed term periods are 6 months or 12 months. The parties can agree to have a tenancy agreement for any other length of time. (Renting Guide – Fair Trading NSW 2005:12)

The importance and statutory requirement of a landlord or their agent in providing the above mentioned renting guide to a tenant is covered under the Residential Tenancies Regulation [7(1)]. "Landlords face a penalty of \$100 for not giving a copy of the relevant booklet to tenants" (Bellemore 1997:11). In the case of an agent acting for an owner, it is the agents responsibility to ensure that this requirement is applied in each circumstance.

The present tenancy law in NSW allows a landlord to terminate a tenancy after the fixed term has expired by giving 60 days notice to the tenant. This is referred to as a 60 days no grounds notice. Prior to the Residential Tenancies Act 1987 the lease was terminable by either side after the fixed by giving 1 months notice. A summary of the current no grounds provisions are as follows:

Table 1: Notice of Termination by Landlord

State	Notice of termination period
NSW	60 days
ACT	60 days to 26 weeks
South Australia	90 days
Victoria	120 days

(NSW Office of Fair Trading 2005)

It has been argued by tenant advocates that the no grounds provisions be removed and replaced with 'just cause' evictions (NSW Office of Fair Trading 2005). Contrary to the implementation of alternatives to the existing system, 'just cause' evictions have been established in precedent in *Swain v Residential Tenancy Tribunal* (unreported, Supreme Court, NSW, 22 March 1995, Rolfe J). The court held that s 64(2)(c) of the Residential Tenancies Act 1987 as amended, requires the CTTT to consider the circumstances of the case. This decision was appealed to the NSW Court of Appeal, which upheld Rolfe J decision in the Supreme Court, primarily for the reasons stated by Rolfe J. *RTA v Swain* (1997) 41 NSWLR, 452.

Prior to the Swain case above, Department of Housing NSW were confined to very stringent circumstances in the termination of tenancies for 'No grounds'. The focus of termination of tenancies on no grounds was used to relocate public housing tenants that under occupied housing. In *Nicholson v NSW Land & Housing Corporation* (unreported, Supreme Court, NSW 1991) "the Supreme Court held that the Department of Housing is under a duty to afford procedural fairness (or natural justice) to its tenants prior to the

issue of a notice of termination under s 58” (Anforth & Thawley 1998:193). This case is specifically relevant to public tenancies and not precedent for private tenancies.

Of concern, and closely related to the termination process, is the rent review process. The premise of a rent review is to maintain a market rent for a property. The consequence under the present legislation for a tenant who challenges a rent review is discussed as follows;

If the tenant does not agree to an increase a request to vacate may be made. This may be followed up by a notice to quit and the process gone through to the to the issue of a Warrant of Possession and final obtaining of possession of the subject premises (Wills & Davis 1997:4-4)

It may be argued that from the above example that a landlord has not proven an increase is warranted and thus in itself, does not create a basis for termination of the tenancy. A notice to increase rent presently requires 60 days notice plus postage 4 days to be given to a tenant, which may then be negotiated by the tenant or referred to the Tribunal for hearing by the tenant, Renting Guide – Fair Trading NSW (1998)

Research Methodology & Limitations

A survey has been used for gathering the information which has been analysed and used to support the findings in this paper. The survey comprises nine questions which primarily address the issues of tenancy tenure, tenancy termination and obtaining possession of premises in the context of the options raised in the Fair Trading Options Paper 2005. The survey target is residential property managers of which 42 property managers were invited to participate. The response rate was 62% in total 26 property managers were surveyed. The geographic area covered was the Inner West, St George and Eastern Suburbs of the Sydney Metropolitan Area. The limitation of the study is confined to property managers’ success in obtaining possession of premises on No Grounds basis, of which a large percentage was negotiated between the tenant and property manager, without the matter being heard by the Tenancy Tribunal. The research is from a property managers perspective only.

FINDINGS AND DISCUSSION

Question 1

Generally, has the Residential Tenancies Act 1987 met the expectations of agency practice and the requirements of the act.

The purpose of question one was to identify if the Residential Tenancies Act 1987 (RTA) had generally been successful in serving the needs of both the landlords' and tenants' rights. The respondents were required to answer either Yes or No and responded as follows:

YES	NO
59%	41%

These results indicated a mixed view of satisfaction with the RTA. With 41% of respondents indicating a negative response, there would appear to be major issues which need to be addressed within the RTA. Some of these issues are covered in the following questions and responses.

Question 2

Do you feel the present Residential Tenancies Act 1987 favours the lessee, the lessor or is balanced.

Question two sought to ascertain the opinion of property managers on whether or not they considered the RTA was biased towards either lessor or lessee, or if in fact the legislation was balanced. In the past there had been criticism from property managers that tribunal rulings tended to favour the tenants rather than the landlords. The results were as follows:

LESSOR	LESSEE	IS BALANCED
8%	68%	24%

Property managers consider that the lessee fares better with the current RTA, and only 24% consider that the RTA is balanced. Therefore there are issues that need to be examined to enable a balanced perspective of rights for both the landlords and tenants. Again, as mentioned above in question one, later questions in this survey assist to identify concerns within the RTA.

Question 3

The CTTT has provided satisfactory determinations in relation to the following matters:

a) Granting vacant possession 60 days no grounds

Determinations issued by the CTTT are binding at law. Once the CTTT has issued a determination, it can only be disputed at the next level of the court process, being by way of an application to the Supreme Court, which is very costly and time consuming. This process usually involves legal representation such as solicitors and barristers. Question three related to four main areas in residential properties where it might become necessary for the property manager to seek a CTTT determination.

The purpose of part (a) is to determine whether the CTTT had refused any unreasonable requests for a 60 days no ground determination. The results were as follows:

AGREE	DISAGREE	UNSURE
86%	7%	7%

This response indicated that a definite 7% of CTTT applications for a no grounds notice had been refused by the CTTT. Alarming, this is a very high response because a no grounds notice does not require a reason, because that is why it is called a no grounds notice. Comments from property managers indicate a trend that is conflicting with the supposed requirements of the RTA. Furthermore, question 7 of this survey will address more specific issues relating to the no grounds notice.

b) Termination of tenancies for non payment of rent

Non payment of rent by the tenant can be for a variety of reasons, ranging from unemployment issues and therefore shortage of funds; and on the other scenario the tenant refusing to pay rent due to repairs not being carried out satisfactorily. This question is very important for landlords, because of the legal processes involved to have the matter heard by the CTTT and this usually involves a time delay of 6 to 8 weeks. In

the interim the rental arrears are increasing, which is very costly for the landlord. The results were as follows:

AGREE	DISAGREE	UNSURE
34%	66%	0%

These results indicate that nearly twice as many property managers consider that the CTTT does not provide satisfactory determinations with regards to non payment of rent. This is a clear indication from property managers that the processes and final outcomes with the CTTT and RTA certainly need to be improved. This is also reflected in question 2 of the survey, where 68% of the property managers were of the opinion that the RTA is biased towards the lessees.

c) Termination of tenancies for nuisance and annoyance

The purpose of part (c) was to ascertain the difficulty experienced by agents seeking to terminate tenancies when the tenant was constantly breaching their lease due to noise and nuisance.

The results were as follows:

AGREE	DISAGREE	UNSURE
39%	42%	19%

These results indicated a lower level of dissatisfaction when compared with determinations relating to non payment of rent. However, in contrast there is a higher rate of 19% unsure about their determination. This could indicate that whilst the property manager received an unsatisfactory determination from the CTTT, perhaps it was because their evidence and documentation was incomplete or inadequate. In turn this might have resulted in an unwanted decision, but not necessarily as a result of the CTTT failing to acknowledge the need for termination of the tenancy, but instead receiving this negative response because of legal or technical considerations.

d) Rental bond disputes

Rental bond disputes can arise for a number of reasons. Examples include the bond being withheld by the agent because of rental arrears, withheld by the agent because the tenant has caused damage to the property that they had tenanted, or withheld by the agent because the tenant did not leave the property in the same tidy state as at the commencement of the agreement of the tenancy. This question again is very important for landlords, because any funds owed and not recovered from the bond money can only then be claimed by way of litigation through the court system. The results were as follows:

AGREE	DISAGREE	UNSURE
75%	23%	2%

Interestingly, these results indicated the second highest level of satisfactory determinations. Of the 23% who disagreed, there is much controversy with regards to recovery of bond money to cover property damage, and in particular for a landlord to accept the difference between damage to their property as opposed to fair wear and tear. Commentary from property managers indicated a clear lack of understanding by landlords of what actually constitutes fair wear and tear of their property.

Question 4

Do real estate agents have sufficient authority under the Residential Tenancies Act 1987 to undertake their roles as property managers to deal with tenancy related matters?

The purpose of this question was to ascertain if in fact property managers considered that the law gave them sufficient support to carry out their tasks of rent collection, screening tenancy applications, preparing leases, carrying out repairs, leasing and advertising vacant properties and representing the landlord at the tribunal. The results were as follows:

AGREE	DISAGREE	UNSURE
73%	26%	1%

These results indicate a fairly good level of satisfaction from the property managers, however there would appear to be some areas within the legislation that require to be addressed. This has been highlighted in the responses received in question five which follows next.

Question 5

Provide three items or issues that you feel need to be addressed in the review of the Residential Tenancies Act 1987.

The purpose of this question was to seek information from property managers on their views regarding issues requiring identification and improvement with the present RTA. In other words, are there gaps in the current legislation, and are property managers able to apply the legislation in a practical manner or are there ambiguities or biases towards either party. The three most common responses were:

Lease termination due to non payment of rent
Documents and evidence required at the hearings
Preliminary deposits held by agent on behalf of the tenant and landlord

There was a varied response from property managers, however, the most common issues raised related to the lengthy process involved in terminating a lease due to non payment of rent and the related process for collection of rental arrears from the tenant. This was closely followed by agents expressing the need to have a unified process and understanding of the members expectations with documents and evidence at the hearings. This issue was criticised because of the lack of consistency displayed with the members in comparable cases. Finally, the third issue was the lack of clarity relating to deposits held by agents for tenants who had expressed interest in leasing a specific property, with the tenant eventually changing their mind and not proceeding with the lease.

Question 6

a) Should the Residential Tenancies Act be amended to allow longer term leases for tenants who wish to lease residential property?

The purpose of this question was to ascertain if in fact there was a need to grant longer residential leases and in the opinion of the agent to state what they considered was a reasonable term for a residential lease. The respondents were required to answer either Yes or No and responded as follows:

YES	NO
16%	84%

b) What should be the maximum period a residential lease should be permitted under the Residential Tenancies Act?

- 1. 6 months*
- 2. 12 months*
- 3. 24 months*
- 4. 36 months or longer*
- 5. a maximum should not be covered under the act*

In relation to the above option, property managers responded as follows:

6 months	12 months	24 months	36 months	No maximum
18%	79%	0.6%	0.4%	2%

The results above indicate that property managers favour leases with a 12 month term above all other options, with the 36 month term lease attracting the least response. In combination with the results of part (a), where the property managers did not favour longer leases and in view of part (b), where this confirms that the favoured term would be the 12 month lease it would appear that from the property managers perspective, that the desired length of lease term is 12 months. Interestingly, property managers stated that whilst they do give tenants the option of a 6 or 12 month lease, the majority of tenants still prefer the 6 month term, because there is also the month to month tenancy availability after the fixed term has expired.

Question 7

a) Should the 60 days no grounds notice be permitted to remain an option to the landlord.

The purpose of part (a) of this question relates to the no grounds notice and is seeking feedback from the property managers regarding their frequency of use of the no grounds notice. The respondents were required to answer either Yes or No and responded as follows:

YES	NO
100%	0%

The above response from property managers clearly indicates the unanimous need for the use of this no grounds notice. Without this facility for termination of the lease, the landlord is left virtually bound to a lease and they will be waiting for the tenant to make the decision to terminate the lease. This could invite problems, if the need arose to sell the property, particularly if vacant possession was desired. If the no grounds notice was removed, then the only option for landlords would be to offer 6 months leases, without the option of continuing tenancy at the end of the fixed term.

b) When seeking an order at the tribunal for possession on a 60 days no grounds notice, has the member sought reasons why the landlord has sought possession.

The purpose of part (b) of this question is seeking feedback from the property managers on whether or not the member accepted the application for a no grounds notice without questioning the reasons for seeking such a termination of lease. The respondents were required to answer either Yes or No and responded as follows:

YES	NO
74%	26%

This high level response of 74% from the property managers is indicative of the trend being set at the CTTT where the option for a no grounds notice is being questioned by the members, regardless of the fact that a no grounds notice does not require a valid reason.

The concern in this regard relates to the lack of control over the rental property, because the landlord is now required to justify their need to obtain vacant possession of their own premises. Whilst it can appear in certain circumstances that the landlord is merely obtaining a vacant possession to re let the property at a higher rental than currently being received, the RTA needs to have a balanced flexible approach for both landlords and tenants, hence the reason why the 60 days no ground notice was initially incorporated into the legislation.

c) In relation to the previous question on no grounds notice to be permitted, what percentage of times has the tribunal refused an order for possession on a 60 days no grounds notice.

The purpose of part (c) of this question was to gauge the level of no grounds notices refused by the CTTT. The results were as follows:

REFUSAL OF THE ORDERS
9%

This response rate is currently low at 9%, in other words for every 100 requests for a no grounds notice nine are rejected. However, the concerns raised at this point are that unless the no grounds notice is refused by the member due to legal technical matters relating to the validity of the service of notice, any other reason of refusal could be viewed as not complying with the current RTA.

Question 8

What specific issue do you feel landlords need to be more informed about the law in relation to residential tenancies.

This question sought to establish from property managers the common problems faced, in dealing with day to day matters with the landlords. The three most common responses were:

Possession of premises due to rent arrears
Urgent repairs
Security and locks

Feedback from property managers indicated that at the top of the list was the need for landlords to fully understand that even though a tenant was four weeks behind in the rent, the law prohibited the property manager from changing the locks and taking possession of the premises. This was followed by the landlord not understanding the importance of carrying out urgent or necessary repairs to the rental property and very closely followed by the landlords lack of understanding to provide adequate security and locks to the property.

Question 9

List three specific matters that are landlords priorities in the management of their property.

The objective of this question was to determine the landlords expectations towards the property manager, and whether the RTA assisted the property manager in carrying out their duties as expected. The responses in the order of their ranking were as follows:

Rental statement with no rent arrears
Time delay to evict and terminate tenancy because of rent arrears
Reliable tenants
Efficient and competent property manager

Top of the list was the requirement for landlords to receive their rental statement with no rent arrears. With regards to eviction and termination of tenancy, from the viewpoint of the RTA the only issue here would appear to be the unnecessary time delay from when the tenant falls behind in their rent to the actual hearing date, and then the actual termination and eviction of the tenant. The time frame of more than 6 – 8 weeks is a financial strain to many landlords.

Next matter raised was the requirement to find good tenants. This included the tenants having the following characteristics: payment of rent on time, quiet people, look after the place, not to cause damage to the property etc.

Finally the landlord was looking for an agency that could efficiently manage their property which would also include attendance at any tribunal hearings, annual condition reports, oversee any necessary repairs and maintenance and for the property manager to have a sound understanding of the tenancy laws and requirements. Communication from property managers is an important aspect for property owners.

CONCLUSION AND RECOMMENDATIONS

The findings from the survey indicate property managers perceive the RTA favours the tenant, with the predominate problem being the process of terminating a tenancy due to rent arrears taking up to 6 to 8 weeks. A suggested recommendation to reduce the landlords loss of rent could be to increase the amount of bond collected.

Additionally, there was a mixed response from property managers with regards to satisfactory determinations by the CTTT. With concern was the increasing trend for members to seek a reason for terminating a tenancy on a no grounds notice. Therefore, there should be clearer guidelines on this aspect of the RTA for members, property managers, and landlords. The 60 days no grounds notice is an important consideration for any present or potential landlord. To tamper with this provision, which includes extending it, could have serious impact on the decision to invest in residential property.

Property managers also commented on the need for landlords to better understand the RTA, with particular emphasis towards tenancy termination, urgent repairs and security and locks. Landlords' priorities also appeared to centre around the need for the rent to be up to date, and concerns relating to the time delay in dealing with tenancy terminations by the CTTT process was also mentioned. Whilst the rental guide issued by the Office of Fair Trading is always given to tenants when entering into a lease agreement, perhaps the

landlords should also be given the guide. It is also recommend for the Office of Fair Trading to run regular regional seminars with this general information for landlords.

With regards to amending the RTA to allow longer term leases for residential properties, feedback from property managers indicated that 12 month maximum residential lease term was desirable, and also met the needs of tenants, who tended favour the six month lease over the 12 month lease. There did not appear to be a need at this stage to have an alternative time frame for the term of residential leases. Whilst a 12 month maximum period was identified, the preference is for the term to be left to the discretion of the lessee and agent, or landlord.

In conclusion it would appear that the RTA is in need of revision, and whilst it had served its initial purpose in terms of a major reform when introduced in 1989, the nature of rental property in NSW has changed since this time. Therefore a review is recommended with particular reference to the process for terminating a tenancy due to rent arrears and the no grounds notice.

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AUBEA2006

July 11-14
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PROCEEDINGS

ISBN 0-9775325-0-X

Edited by Göran Runeson and Rick Best



Your paper has been accepted by both reviewers, who have also pointed out ways in which the paper could, in their opinion, be improved. Below is a somewhat edited version of the comments. I would like you to carefully consider these and return a final copy of the paper in a week or so. Note also that only papers presented by one of the authors will be included in the proceedings of the conference

Comments 1

REPORT

FOR PAPER ENTITLED: “Has the Residential Tenancies Act 1987 met its objectives and is there a need for minimum lease terms to be included in the Act?”

1. GENERAL

The overall concept is very good. The property market will always attract investors and any changes to the rights and obligations that flow between landlord and tenant are likely to be important and controversial. The empirical research taken from a survey of property managers in the industry and the findings from this survey are original and significant.

2. SPECIFIC

The paper could be improved in a number of ways and these are listed below in table form. I have assumed that the front page is number 1. Please note that some of these relate to the style of writing. This is a personal matter and the comments in this regard are only suggestions that may be totally disregarded. I have not commented on editing matters that no doubt will be tidied up in the final draft such as punctuation, the use of the same word several times in the same paragraph.

PAGE(S) NUMBER	TEXT IN PAPER	SUGGESTED ACTION
1	Abstract - last sentence that refers to strengths and weaknesses	Make it clearer that this is from the point of view of the landlord.
1, 2	Abstract on page 1 and first sentence and list of key areas on page 2	The abstract stated that the purpose of the paper is to determine whether the RTA has served its purpose. The paper needs to set out what that purpose is. In particular, it needs to discuss this before looking at additional issues, as per the second paragraph of page 2.

2	The use of the word "Tenure".	This needs to be defined for the purposes of the paper. At this stage, the connection between tenure and the balance of the paper is tenuous (if you will pardon the pun). The explanation should probably also set out relevant consequences of tenure. These include a fixed term of lease, which can then be linked to the no-grounds notices discussed later. Also, there needs to be a link that indicates how the discussions and survey regarding rent, repairs and general operation of the RTA and CTTT fit in with the concept of tenure.
2	Whilst commenting on the ability to reaching acceptable conditions to	Whilst commenting on the ability of reaching conditions acceptable to
2	Options Paper mentioned in last paragraph	Does this need a reference?
3	Literature	Good idea – do we know why France was chosen? Do they have a property market similar to ours? Where do the two options fit in with France and Victoria?
4	Literature	What is the significance of the requirement to give a tenant a copy of the renting guide and how is this linked to the concept of tenure?
4	Table 1	Introduces lots of terms that need explanation. – What is a "no grounds notice"? How does all of this connect to tenure?
5	Second paragraph	The word "premise" has been used twice in close proximity.
5	Second paragraph "..legislation of a tenant..."	"...legislation for a tenant..."
5	Research Methodology	Good, but again needs a link to the abstract and introduction.
6	2 nd line managers success	managers' success

6	Reference to no grounds basis	Why was this chosen
6	Question 1 landlords and tenants rights	landlords' and tenants' rights
7	Question 3 – the paper says that 7% is high	Needs to be explained. On page 13, 9%, refusal of orders was described as a low percentage. Why then is 7% alarmingly high?
7	Question 3 refers to a trend and the requirements of the RTA	Where and what is this trend and what are the requirements of the RTA?
8	68% think that the tribunal does not operate in a satisfactory way where rent is in arrears.	I have actually heard this so many times from students and professionals working in the field. Can the writers think why the tribunal would be so tardy in making orders when an eviction is sought on this ground?
9	Question 4 Do real estate.....	Should the word "Do" be omitted in view of the Agree/Disagree response?
10	Question 5	Some of the wording is repetitive. There is a typo in the spelling of the word "criticised".
11	Last sentence before question 7	What difference does the month-to-month tenancy at the end of the lease make?
12	Last paragraph – the sentence that starts "The concern...."	Should there be an addition at the end of that sentence to clarify that this applies when in fact the lease has expired.
13, 15	"to fully understand" "to better understand"	If anyone still cares about split infinitives these can be changed to read: "to understand fully", "to understand better"
13	Question 8 What specific issue do you....	What specific parts of the law do you feel landlords need to be more informed about in relation to residential tenancies?
14,	Question 9 landlords priorities landlords expectations	landlord's priorities landlord's expectations

14	Paragraph that starts "Top of the list...."	What about the bond – why is that inadequate?
14	Conclusion Use of word lessee	Rest of the paper refers to tenant
14	2 nd Paragraph "...RTA for both members, property managers, and landlords."	Omit the word "both". There are three items, so there can't be "BOTH".
15	3 rd paragraph "Landlords priorities"	Landlords' priorities
15	4 th paragraph "the needs for tenants"	the needs of tenants
15	Last paragraph	The initial purpose of RTA has not been set out nor how or why it has served its initial purpose.

Section B: Comments to be returned to author(s)

- 16 pages is too long for content. Reduction to Findings + discussion could be achieved by use of a table + concentration on major findings
- P 4 para 3 term should read term
- p4 Table 1 should be referenced in text
- Findings - comments on scope for errors should be mentioned
- Findings d) format error.
- Q4. Need consistency in reference to number ie question five (5).