

Submission to Consumer Affairs Victoria
Rural Tenancy Project North East Victoria 2004/05

Discussion Paper

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EXECUTIVE SUMMARY

Rural tenancies are often more complex than their metropolitan counterparts. There are a greater number of issues potentially affecting the amenity of rural properties, such as the provision of essential services, the quiet enjoyment of properties on working farms, and maintenance with a view to bushfire control. Unfortunately, there is little legislative or departmental guidance on how responsibilities and costs for these matters are apportioned.

The shortage of affordable rental properties in the private rental market across Victoria is particularly acute in rural areas. Evidence indicates that a proportion of available housing stock is in poor condition. Some renters are tolerating substandard and inappropriate housing because they actually have no other option.

Broadly, the Tenants Union of Victoria contends that the issues identified in the Discussion Paper can be ameliorated by: amending the *Residential Tenancies Act 1997* to clarify the respective rights and responsibilities of landlord and tenant in regard to maintenance and the provision of utilities; developing a standard lease form that includes clauses relevant to rural properties; introducing a ‘landlord’s statement’, detailing any issue that may effect the amenity of the property, as part of the lease documentation; and educating rural landlords and tenants about their legal rights and obligations.

The Tenants Union recommends:

1. That the *Residential Tenancies Act 1997* be amended to clarify the responsibilities of landlord and tenant for the supply and costs of utilities not provided by mains infrastructure
2. That Consumer Affairs Victoria campaign to educate rural landlords and tenants about the desirability of formalising lease arrangements in writing.
3. That Consumer Affairs Victoria develop and promote a standard lease form that provides for the issues affecting rural tenancies
4. That section 11 of the *Residential Tenancies Act 1997* be amended to clarify that premises rented for the primary purpose of accommodation are excluded from the operation of that provision
5. That section 12 of the *Residential Tenancies Act 1997* be amended to clarify that tenants who pay their rent by working are tenants for the purpose of the Act
6. That minimum standards for rental accommodation be adopted and enforced by Consumer Affairs Victoria
7. That landlords be required to provide a statement to prospective tenants, detailing any issue that may effect a tenant’s quiet enjoyment or amenity of a property. This would be equivalent in function and legal effect to the vendor’s statement required by section 32 of the *Sale of Land Act 1962*.

8. That the general responsibility of landlords to maintain rental properties pursuant to section 68 of the *Residential Tenancies Act 1997* be clarified, so that both landlords and tenants are more aware of their respective obligations and rights.

INTRODUCTION

The Tenants Union of Victoria was established in 1975 as an advocacy organisation and specialist community legal centre, providing information and advice to residential tenants, rooming house and caravan park residents across the state. We assist about 30,000 private and public renters in Victoria every year through out telephone advice and email advice services, and at our drop-in centres throughout metropolitan Melbourne. We also promote community awareness of tenancy law and issues, lobby for tenancy law reform and provide accredited training for tenancy and housing workers in Victoria.

The Tenants Union is committed to improving the status, rights and conditions of all tenants in Victoria. We represent the interests of tenants in law and policy making by lobbying government, non-government organisations and businesses to achieve better outcomes for tenants, promote alternatives to the present forms of rental housing and financial support to low income households.

The Tenants Union of Victoria welcomes the opportunity to contribute to discussion of the *Rural Tenancy Project – North East Victoria July 2004 – June 2005* and commends Consumer Affairs Victoria (CAV) for raising the profile of this issue. We trust that our submission and future involvement in this project will contribute to greater equity for rural tenants, and promote greater consistency and reduce the number of disputes in regard to residential tenancies.

The number of issues identified in the Discussion Paper clearly demonstrates that rural tenancies are often more complex than those in metropolitan areas. Many of these problems are caused by a lack of clear guidance from the *Residential Tenancies Act 1997* (the Act) in regard to the division of responsibility between tenant and landlord. Furthermore, the propensity for rural leases to be informal, verbal agreements exacerbates the potential for disputes if parties do not effectively communicate and record their expectations.

The informal nature of many rural tenancies means that it is difficult to gather accurate data about the number of renters, the quality of their tenancy experience, the availability, affordability and condition of housing stock, and the operation of the private rental market in rural areas. Much of the evidence gathered about rural tenancies is anecdotal, derived from discussions with tenants and property managers. The Discussion Paper reveals a number of acute problems in the rural private rental market:

- Affordable housing is difficult to find
- The quality of available housing stock is often poor
- Because it is so difficult to find affordable housing, many tenants are reticent to complain to their landlords about conditions, in case it affects the security of their tenancy
- This reticence is compounded by the perception that there is a greater lack of privacy and a greater propensity to gossip in smaller localities, and that complaining about conditions could cause a tenant to be branded a troublemaker, making it more difficult for to secure rental housing in the future

The Tenants Union believes that outcomes for rural tenants could be significantly improved by:

- Amending relevant provisions of the Act to clarify the rights and obligations of landlords and tenants in relation to rural properties
- Developing and promoting a standard lease form specifically for rural properties
- Introducing a ‘landlord’s statement’ as part of a valid lease, that discloses any matter affecting the maintenance and amenity of the rented property
- Conducting an educational campaign targeting rural landlords and tenants, particularising the respective rights and responsibilities of landlords and tenants and encouraging the use of written leases (especially a standard form endorsed by CAV).

SPECIFIC ISSUES AFFECTING RURAL TENANCIES

1. WATER SUPPLY

Access to an appropriate volume of water that is clean and safe is an essential aspect of any tenancy. However, rural properties may not be attached to water mains infrastructure, and rely on tanks, bores, springs, rivers or creeks for supply. The Act does not expressly address the issue of water supply other than by mains infrastructure. Sections 52 and 53 of the Act make it clear that for water supplied by a Water Board or Authority, the landlord is liable to pay any rates in relation to water supply, and that the tenant pays for water consumed if it can accurately be measured by a water meter. If consumption cannot be measured per property, the landlord assumes responsibility to pay for the water used. Furthermore, the quality of water supplied by mains infrastructure is regulated by the *Safe Drinking Water Act 2003*, which does not apply to the provision of tank, well or spring water.

However, tank, bore, spring, river or creek water is not metered and its consumers are not protected by the standards and regulations in the *Safe Drinking Water Act 2003*. Because the Act does not specifically apportion responsibilities for the provision, maintenance and quality of these forms of water supply, tenants and landlords are uncertain of their rights and obligations, and the potential for disputes to arise increases.

In the absence of clear legislative direction, common practices have developed around the supply of non-mains water. While these arrangements may suit individual landlords and tenants, the Tenants Union contends that it is preferable that rights and responsibilities, especially in relation to essential services such as water, be appropriately detailed in legislation and in any written lease between parties.

The Tenants Union agrees that the intention of sections 52 and 53 of the Act is to establish the principle of ‘user pays’ for utilities.

Accordingly, for rural tenants not attached to mains infrastructure, we believe that the appropriate division of liability is for the landlord to pay the costs of supply, and the tenant pay only for the water used. Thus:

- Tank water: the landlord ensures that the water tank is full at the beginning of the tenancy, paying for all water carted when supply is exhausted; the tenant pays for water consumed by volume
- Bore and spring water: the landlord is liable for the costs involved in sinking a bore or well, the costs involved in sinking new bores or wells and providing tank water, if the ground supply runs dry, and the costs of any infrastructure required to deliver the water to the tap.
- River and creek water: the landlord is liable for the costs of installing and maintaining pumps, or providing tank water if the quality of the river or creek water becomes compromised.

Furthermore, landlords have a responsibility to ensure that water supplied to a rental property is safe and fit for all uses. While instruments such as the *Safe Drinking Water Act 2003* and the *Australian Drinking Water Guidelines 2004* do not

apply to the provision of non-mains water by landlords, as a matter of equity, rural Victorians not attached to water mains infrastructure should be entitled to a water supply of similar quality to their metropolitan counterparts.

The Tenants Union regards contamination of the water supply, by whatever cause, as a ‘failure’ of supply within the meaning of the urgent repair provisions of the Act – thus the landlord is liable to remedy the situation. Landlords should also be encouraged to provide regular maintenance to tanks, bores, wells and pumps in order to ensure the continuous supply of an appropriate amount of clean and safe water. To better protect rural tenants, we suggest that CAV educate rural landlords about the extent of their legal responsibility to ensure that properties are adequately supplied with clean and safe water and recommending an appropriate cleaning and maintenance schedule for tanks, pumps and other on-site water infrastructure.

For properties reliant on water being pumped from a dam, river, creek or spring to the house catchment system, the operation, maintenance and repair of pumps becomes an issue. Pumps can be sophisticated mechanisms and servicing them may require a specialist. Because of this, tenants should be provided with explicit instructions about how to operate pumps, and be strongly discouraged from attempting repairs and maintenance themselves. Landlords must arrange for regular maintenance to ensure continuity of adequate water supply. Pump failure would likely result in a failure of supply for the purposes of the Act, and the landlord would be required to expeditiously effect repairs.

Adequacy of water supply is also an issue. If a property utilizes tank water, landlords must ensure the tank is of an appropriate size to serve the number of occupants. The Tenants Union suggests that landlords should be advised to select a tank by reference to the number of bedrooms in the property. It would be desirable that the provision of an appropriately sized water tank be included in any standards developed in regard to rental property. (The issue of standards for rental properties is discussed in greater detail in ‘Minimum Standards of Accommodation’ at page 9).

The Tenants Union believes that the manner in which non-mains water is supplied to a property and the responsibilities (including clearly apportioning costs) should be detailed in the lease agreement. Because a lease is a legal document, inclusion of respective liabilities would demonstrate clearly that provision of an adequate supply of clean and safe water is an essential aspect of a tenancy, and that tenants have enforceable rights in regard to water supply.

While we support the standard lease form developed by CAV, it is currently not wholly relevant to more complex rural tenancies. We would encourage CAV to develop a standard lease for rural tenancies, including clauses specifying the manner in which water is supplied to the property, and apportioning responsibilities for costs and maintenance of that supply.

2. DEFINITION OF THE PHYSICAL DIMENSIONS OF THE RENTED PROPERTY

Disputes can arise between landlord and tenant over the area of land and properties covered by the tenancy. These disagreements most usually occur when the lease is a verbal arrangement between parties, and when there has not been sufficient discussion about the expectations of the parties. The Tenants Union contends that this particular problem can be expeditiously resolved by encouraging parties to use written leases clearly describing the dimensions of the property and specifying any right to use any adjoining land or premises. We encourage CAV to campaign to

encourage the greater use of formal leases, and also in drafting a standard lease form relevant to rural properties.

3. EXEMPTIONS PURSUANT TO SECTION 11

Section 11 of the Act excludes tenancies where the “rented premises are included in or on other premises let to the tenant by the landlord that are for the time being used, or are ordinarily used, for the purpose of:

- (a) grazing, including agistment, or
- (b) farming, including dairy farming, pig farming, poultry farming, fish-farming, tree farming, bee-keeping, viticulture, horticulture, fruit growing or the growing of crops of any kind.”

The strict application of this exemption potentially excludes many tenancies whose primary purpose is to provide accommodation, rather than any agricultural pursuit. While the Victorian Civil and Administrative Tribunal (VCAT) will take a practical approach to determining the true nature of a tenancy in case of a dispute, submitting a matter to adjudication should be the last resort. A written lease clearly stating that the tenancy is residential and not commercial would be useful to avoid this kind of dispute. The Tenants Union encourages CAV to undertake action to promote the use of written leases in rural areas, and also to develop a standard lease form for rural properties.

4. VERBAL TENANCIES

Many of the issues identified in the Discussion Paper arise because of the different expectations of landlord and tenant. In some circumstances, there is obviously insufficient discussion about the rights and responsibilities of the parties and the exact terms of the lease. The fact that leases are likely to be informal verbal agreements contributes directly to this problem.

The basic rights and obligations of landlord and tenant are prescribed in the Act, which applies to all residential tenancies regardless of their form. However, the specifics of each individual tenancy, such as the amount and method of payment of rent, the duration of the lease and the dimensions of the property subject to the lease, are determined privately. In the absence of a written agreement, the potential for disputes increases.

The Tenants Union would encourage landlords and tenants to use written leases detailing all of the necessary terms and conditions. It has been suggested that the standard lease document produced by CAV should be used, to at least ensure that the basic terms of the agreement between the parties would be properly recorded. However, rural tenancies are often more complex than their metropolitan counterparts, and the CAV standard lease does not adequately address this complexity. The Tenants Union advocates developing a standard form lease specifically for rural tenancies, providing for matters such as responsibility for utilities, sewerage and property maintenance, the dimensions of the property subject to the lease, and the terms upon which animals can reside on the property.

We also contend that a desirable addendum to the standard lease form is a ‘landlord’s statement’. Similar to the vendor’s statement provided to a potential purchaser of property under section 32 of the *Sale of Land Act* 1962, the landlord’s statement should disclose (where appropriate) matters such as the cleaning and/or maintenance schedule for any on-site infrastructure such as water tanks, pumps, septic tanks and fencing; the schedule for any activity that would interfere with the quiet enjoyment or amenity of the property (such as crop spraying or the running of

animals); and the landlord's responsibility to perform general maintenance tasks such as cleaning roofs and guttering, and minimizing fire risks on the property.

While this recommendation is made in the context of rural tenancies, the Tenants Union contends that a landlord's statement should form part of every lease in Victoria. As part of the lease contract, the landlord's statement would have legal status, and information contained therein would create enforceable expectations. The statement would assist in the clearer definition of the rights and responsibilities of parties, which would reduce the potential for disputes, and assist tenants to make more informed decisions about their housing choices.

The Tenants Union is very interested in working closely with CAV on the development of landlord's statements.

5. WORKING FOR RENT

A common arrangement on working farms is for a farmer to offer labourers accommodation for free or at a reduced rate for the duration of their employment. Tenancies arising under a contract of employment are excluded from the operation of the Act by section 12:

This Act does not apply to a tenancy agreement created or arising under the terms of a contract of employment or entered into in relation to such a contract.

In the case of a dispute, it must be determined whether there is a contract of employment, and then whether the accommodation in question forms part of that contract or is a separate issue.

The Tenants Union is concerned that section 12 is drafted too broadly, potentially excluding tenants whose work is the means by which they pay their rent. These tenants should not be treated differently to other tenants simply because of the manner in which they meet their rental obligations, and we believe that section 12 does not intend to exclude such tenants from the protections afforded by the Act. To make this clear, section 12 should be redrafted. We suggest that a simple addition to section 12 would accomplish this:

This Act does not apply to a tenancy agreement created or arising under a contract of employment or entered into in relation to such a contract, *unless the employment undertaken is the means by which rent is paid.*

More generally, in rural areas, employment contracts (like leases) are often informal verbal agreements. Because these agreements are not sufficiently detailed and are not recorded, the potential for misunderstandings and disputes to arise increases. To avoid this, the use of written contracts of employment must be encouraged, which detail the terms upon which any accommodation is provided. If both employment and a tenancy are to be provided, a separate lease, clearly stating that the employment and tenancy are discrete matters, should be drafted. The Tenants Union would encourage CAV to work with Industrial Relations Victoria on the development and promotion of information and advice in this area.

6. SEPTIC TANK MAINTENANCE

Many rural properties are not attached to sewerage infrastructure, and rely on septic tanks. Section 53 of the Act makes it clear that the landlord is responsible for the organisation and costs of disposal of septic wastes. Because of the potential health hazard posed by an overflowing or malfunctioning tank, landlords should be encouraged to conduct regular checks to determine waste depth and condition of

the tank. Tenants should also be reminded to immediately contact their landlords in case of any problems.

Anecdotal evidence suggests that some tenants have found it difficult to have their overflowing septic tanks immediately attended to, as landlords were unaware of their legal responsibility to attend to any problems expeditiously. Given the health risks involved, seeking an urgent repair ruling from VCAT is not an appropriate solution. To keep landlords mindful of their responsibilities, the Tenants Union suggests that an express term on point be included in any lease. Provision for septic tanks should be included in any standard rural lease form developed by CAV; likewise, we recommend that a maintenance schedule for septic tanks be included in the landlord's statements, once these are developed.

7. LIQUEFIED PETROLEUM GAS (LPG) BOTTLES

Where properties are not connected to natural gas infrastructure, LPG cylinders may be utilized and need to be periodically refilled. Section 52(e) of the Act provides that the tenant is responsible for "all charges in respect of the use of bottled gas at the rented premises in respect of the tenant's occupation of the rented premises." Section 53(g) makes the landlord liable for "all charges related to the supply or hire of gas bottles to the rented premises."

While some localities are served by a mobile refilling service, other consumers must transport empty cylinders to a refilling station. LPG bottles are large and very heavy, so a consumer has to have the physical strength to move them, as well as a vehicle capable of transporting them. Where a mobile service is not available, the Tenants Union contends that it is the landlord's responsibility to organise and pay for the delivery of LPG to the rented premises. This view is in line with the 'user pays' principle established by sections 52 and 53 of the Act.

We also believe landlords must inform tenants that LPG is substantially more expensive than natural gas, so that tenants can make the decision whether to rent a particular property armed with all of the relevant facts. The Tenants Union believes that LPG is exactly the kind of issue that should be included in a landlord's statement. In this context, the statement effectively functions as a kind of enforced disclosure of issues relevant to a particular tenancy.

8. MINIMUM STANDARDS OF ACCOMMODATION

The poor standard of repair of some rural properties was identified as a significant issue by both tenants and real estate agents. The Tenants Union has long been concerned about substandard rental premises; in particular, we are aware that disadvantaged Victorians are more likely to live in and accept poor conditions. We advocate the development of minimum standards for rental properties, believing that the repair provisions of the Act do not sufficiently address the issue.

The Tenants Union welcomes CAV acknowledgment that the poor standard of some rental housing is a real and pressing issue. It is Tenants Union policy that minimum standards for all rental properties be drafted and enforced. The following is a list of matters that we believe should be subject to some form of regulation:

Health

- Building structure must be weatherproof
- Building able to be maintained without risk of damp

- Must be vermin proof (no structural ability for infestation)
- Must have adequate electrical outlets
- Flyscreens on all opening windows
- Adequate lighting- preferably natural light but with a reasonable level of artificial light
- Adequate ventilation
- Running hot and cold potable water
- Must have adequate waste provision (such as bins provided at start of tenancy)

Safety

- House not to be a fire hazard
- Approved gas (if available and connected) and electricity connection.
- Deadlocks installed on all external doors and window locks on windows
- Safety switches
- Smoke detectors (already legislated but not in the RTA)

Energy Efficiency

- A decent level of thermal insulation.
- Access to at least one form of in built heating (in the main living area) with a minimum energy efficiency standard,
- Efficient and properly installed cooking appliance
- A basic level of window covering.

While the tenants Union encourages landlords to maintain their properties to a good standard of amenity, we do not consider that regulation of standards is about:

- Mandating high quality, or even new, appliances. The only requirement should be a reasonable health, safety and energy efficiency rating.
- Mandating high levels of amenity- clearly lower cost rental properties are going to have less in the way of internal and external amenity than higher cost ones (quality curtains, floor coverings, gardens and other fixtures). Minimum standards are about basic human habitation standards and not about high cost amenity.
- Forcing owners to regularly invest in their properties- while landlords are likely to benefit from regular investment and maintenance minimum standards are not about forcing landlords to invest in planned investment. In every case the required standards will result in a one off cost with long lasting investment.

9. CLEANING OF ROOFS AND GUTTERING

This is a particularly urgent issue in rural localities, where there are more trees likely to fill guttering with leaves and a greater risk of bushfire.

Section 68 of the Act indicates that the landlord has the overall responsibility to maintain the property. This is complemented by sections 61 and 63, which require the tenant to avoid causing damage to the property and to keep the premises clean. It was suggested in the Discussion Paper that ‘irregular’ maintenance tasks (those that need to be performed less once every six months) are the responsibility of the landlord, while those that need to be carried out more frequently form part of the tenant’s obligations. Accordingly, it was proposed that cleaning roofs and guttering should be the landlord’s responsibility, as it is best described as a general maintenance task.

The Tenants Union agrees that the cleaning roofs and guttering is appropriately part of the landlord’s obligation to maintain the property generally. It is not desirable to encourage tenants, who may not have the physical capability or necessary equipment, to undertake this task. Furthermore, landlords should be encouraged to install plastic gutter guards, which will have the effect of reducing maintenance costs for roofs and guttering by preventing the build up of leaves and other debris.

10. CLEANING OF CHIMNEYS AND FIREWOOD ISSUES

A problem identified with the use of fireplaces and wood heaters is the use of green wood as fuel. Burning green wood tends to produce soot more quickly, necessitating more regular cleaning of chimneys and heaters. To minimize this potential problem, landlords should inform tenants of the desirability of using good quality firewood. The Tenants Union contends that requiring tenants to contribute to the costs of cleaning chimneys and heaters, because it is alleged they have used inappropriate fuel, is unfair as it would be difficult to prove and open to possible manipulation by landlords.

We also note that woodfires also cause smoke and fume buildup on walls and ceilings, which needs to be taken into consideration when determining the level of cleanliness that can be expected at the end of a tenancy.

11. QUIET ENJOYMENT ON WORKING FARMS

Realistically, ‘quiet enjoyment’ of a property that is on or near a working farm will be somewhat different from that of a non-rural property. However, this does not mean that tenants cannot legitimately expect to be able to live in relative peace. The Tenants Union contends that tenants must be informed of the potential for being affected by noise, dust, crop spraying and other likely nuisances before they enter into the lease.

Any real interference with the quiet enjoyment and amenity of a leased property is the kind of issue that would be appropriately disclosed in a landlord’s statement. Because the statement is provided prior to entering into the lease, and forms part of the lease document, by entering into the agreement, the tenant accepts that certain activities may impact on the peaceful enjoyment of the rented premises.

12. VERMIN INFESTATION

Vermin infestation is potentially an issue for all tenants, but is especially likely in cropping areas. The Act makes it clear that the landlord is required to ensure that the property is clean, safe and habitable prior to the commencement of the tenancy. Tenants are likewise obliged to keep the property clean and to avoid damaging the

premises. However, the extant responsibility for eradicating pests is not made entirely clear in the Act.

The Tenants Union proposes that if pest infestation occurs, the landlord's must arrange for their eradication as part of their legal obligation to generally maintain the property. Properties should be maintained with avoidance of pest infestation in mind. Clearly, if it can be proved that the infestation is the result of some act or omission on the part of the tenant, the landlord will be able to seek compensation from the tenant pursuant to the Act.

13. HORSES AND OTHER ANIMALS ON FARM PROPERTIES

If a tenant is permitted to keep animals on the rented property, the Tenants Union suggests that the type and number of animals agreed upon should be detailed in a term in the lease.

14. MAINTENANCE OF SWIMMING POOLS

Pools need regular maintenance, such as cleaning, application of chemicals and topping up of the water level. The Tenants Union believes that because pool maintenance is such a significant commitment, requiring a certain level of expertise, that landlords should bear the maintenance responsibilities. These should be detailed in a term of the lease, or would be appropriately included in a landlord's statement. However, constant intrusion by the landlord, or his/her agent, to perform maintenance tasks may adversely impact on the tenant's quiet enjoyment. For this reason, we suggest that it is reasonable to permit tenants to opt to take on the responsibility of pool maintenance, once the extent of this obligation has been clearly disclosed to them. Disclosure would be expeditiously effected by providing detailed pool maintenance instructions, costs and schedules in the landlord's statement.

In rural localities subject to water restrictions, the most sensible course of action may be to drain the pool, so that water and maintenance costs are not an issue.

15. DRIVEWAYS

The Tenants Union believes that the landlord's responsibility to ensure that driveways are maintained in good repair is given legislative force by the operation of section 68 of the Act. This provision makes it clear that landlords are obliged to maintain rented premises in good repair. Driveways, being part of the rented premises, are clearly within the purview of the landlord, and tenants would have a right of action against their landlords if they were injured or suffered property damage because of the poor condition of the driveway.

16. FIRE CONTROL AND SPRAYING OF NOXIOUS WEEDS

In non-rural tenancies, the tenant is responsible for maintaining the lawns and gardens of the rented property. However, on a large rural property, or on a property that is part of a working farm, the Tenants Union contends that it may be more appropriate for the landlord to perform this task, especially if s/he has the proper equipment for slashing paddocks and spraying weeds. If this is not an option, then the landlord should arrange for someone with the requisite expertise and tools to undertake this duty.

17. SOLAR ENERGY

Solar energy can be a sophisticated technology that requires a certain level of expertise to maintain. The Tenants Union maintains that not all prospective tenants will have the capability or the desire to operate complex solar power

infrastructure. If this is the case, then the landlord must arrange for the necessary maintenance to be performed by someone with the requisite knowledge.

18. ELECTRICITY

Many properties in rural Victoria are not separately metered for electricity. Section 53 of the Act makes it clear that the landlord is responsible for all charges for electricity that are not separately metered.

19. TELEVISION AERIALS AND RECEPTION

In remote areas of Victoria, television reception can be poor. The Act does not state that landlords must provide TV aerials, or provide for an appropriate level of TV reception. However, if a TV aerial is provided, it must be maintained by the landlord like any other facility or appliance on the property. The Tenant's Union believes that if reception is substandard, landlords should be obliged to disclose this to prospective tenants. This disclosure could be made in a landlord's statement provided to prospective tenants.

20. MAIL DELIVERY AND RURAL ADDRESSING ISSUES

The Tenants Union contends that it is the responsibility of the landlord to provide rural properties with an appropriate receptacle for mail delivery.

Also, where there is more than one residence on a property, it is the landlord's responsibility to clearly identify each individual residence.

21. RUBBISH COLLECTION

There are a number of ways by which rubbish is removed from rural properties. Landlords must communicate the mode of rubbish collection to the tenant prior to the commencement of the tenancy. This disclosure would be appropriately detailed in a landlord's statement.

22. SMALL TOWN POLITICS

The lack of anonymity and housing choice in smaller rural towns was also identified as a factor complicating the tenancy experience in rural areas. Because of the perception that everyone knows everyone else, and that there is a greater propensity for gossip, some tenants in rural areas will not complain about their properties or the terms of their tenancies, fearing that establishing a reputation as a troublemaker will make it more difficult for them to find rental accommodation in the area in the future. According to the Discussion Paper, some rural tenants are tolerating substandard conditions because they were unable to secure a lease for habitable premises and had nowhere else to live.

The Tenants Union appreciates that, for some people, this may be a significant disadvantage of living in a rural area. Clearly, it is the responsibility of departments like CAV to landlords and tenants about the tenancy rights and obligations, and about means of redress for unfair treatment. This issue also highlights the critical need for the establishment of a non-Government tenancy advocacy service in rural Victoria.

Furthermore, we suggest that one way to assist vulnerable low income tenant households find appropriate and liveable housing would be for the Victorian Government to develop more public housing in rural areas, whether by building new premises or buying and renovating existing housing stock.

23. ISOLATION AND TIME DELAYS IN RESOLVING DISPUTES:

VCAT hearings are not regularly held in, and tenancy inspectors are not regularly dispatched to, remote locations. This creates significant delays in the resolution of disputes for rural tenants. Unfair delays and minimizing the potential for disputes are reasons why the Tenants Union advocates that the rights and responsibilities of rural landlords and tenants need to be more explicitly defined in the Act; that a standard lease form specifically for rural tenancies be developed; and that landlord's statements, disclosing matters affecting the maintenance and amenity of rented properties, should be investigated and developed. We also suggest that any VCAT application fees paid be refunded to any applicant whose matter is not heard within a reasonable time.

CONCLUSION

The Tenants Union of Victoria seeks to represent the interests of tenants in all forms of rental accommodation across the state. Our contribution to this Discussion Paper focuses on improving outcomes for tenants in rural areas. This can be achieved by: amending the Act, to clarify the rights and obligations of landlords and tenants; developing a standard lease form that includes clauses relevant to rural properties; introducing a 'landlord's statement', detailing any issue that may affect the amenity of the property; and educating rural landlords and tenants about their legal rights and obligations.

We look forward to working with CAV on developing and implementing any policy and programs deriving from this Project.