



**Housing for the Aged Action Group**

ABN: 80 348 538 001

Reg: A0017107L

**Postal address: 1<sup>st</sup> Floor, Ross House  
247-251 Flinders Lane, Melbourne 3000**

Admin: 9654 7389 Fax: 9654 3407

Intake: 1300 765 178

Email: [haag@oldertenants.org.au](mailto:haag@oldertenants.org.au)

Website: [www.oldertenants.org.au](http://www.oldertenants.org.au)

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**By email: [yoursay@fairersaferhousing.vic.gov.au](mailto:yoursay@fairersaferhousing.vic.gov.au)**

**Residential Tenancies Act review**

**Regulation of property conditions in the rental market Issues Paper**

This submission is a response by Housing for the Aged Action Group (**HAAG**) to the 'Regulation of property conditions' issues paper forming a part of the review of the Residential Tenancies Act (**RTA**).

HAAG would like to acknowledge that the submission was compiled with contribution from our members and that this forms the foundation of our response.

**Introduction**

There is a known correlation between the affect of housing conditions on the health of occupiers. Good housing conditions can stimulate good health. Poor housing conditions can cause poor health.

*"Housing is used by the whole population, but certain groups make greater use of it than others. These groups include young children, the elderly, the unemployed, those who are sick or for other physical or mental health reasons spend a greater proportion of time within the dwelling. The exposure to unsatisfactory housing conditions will be greater for these vulnerable groups than for the rest of the population".<sup>1</sup>*

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<sup>1</sup> World Health Organisation, 2011, p1



*Photographs included in this submission were taken in premises and sites rented by HAAG clients in private rental properties, independent living units, and caravan and residential parks. Used with permission.*

Older people can be significantly impacted by housing standards and conditions that are not satisfactory. “The accessibility and usability of housing is of importance for enhancing the abilities of older and/or disabled persons to live independently in their own home”.<sup>2</sup>

In relation to tenure arrangements it was found that “renters had the highest likelihood of living in poor-quality dwellings. Older... renters were almost nine times more likely....to dwell in housing rated as being in poor condition.”<sup>3</sup>

For older tenants of all types their security of tenure is connected to whether the property they live in is adequately safe, liveable and adaptable. Low-income tenants especially often have little choice but to accept substandard accommodation that can include squalid conditions and outdated appliances that lead to unreasonably high utility bills.

All properties offered for rental should be bound by certain contemporary minimum health and safety standards.

### **1. To what extent do the rights and responsibilities for landlords and tenants in respect of property conditions strike the right balance?**

Older renters, whether in residential tenancies, caravan parks, or Independent Living Units (**ILUs**), are poorly served by the regulation of property conditions in current legislation. Approaching residential tenancies legislation from the point of view of balance, rather than – as is the case in most consumer legislation – consumer protection tends strongly to disadvantage tenants, and in particular, vulnerable and disadvantaged tenants with weak bargaining power and limited choice. This is perhaps most evident with respect to property conditions, with vulnerable tenants across the state continuing to live in substandard, unsafe, and unhealthy conditions. While these are structural problems that affect tenants across the board, HAAG continues to see the ways old age and associated forms of physical frailty, reduced mobility, and social isolation can compound such structural effects. The ideal of ‘balance’ – as if we were discussing freely negotiated terms between parties with comparable bargaining power and access to resources - consistently leaves tenants, and especially older tenants, afraid and practically unable to enforce their rights or demand reasonable, safe conditions.

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<sup>2</sup> Bonnefoy, 2007, p 417

<sup>3</sup> Mallett, 2011, p 6

## 2. What areas (if any) should be added to, or removed from, existing rights and responsibilities?

There is an evident gap throughout the issues paper that excludes Part 4A sites from the discussion of repairs, maintenance, conditions and standards. This is an area that requires added rights and responsibilities that do not currently appear in the RTA, and which will be discussed further along in the submission.

## 9. What are the arguments for and against prescribing minimum standards for private rental housing?

*“The quality of housing conditions plays a decisive role in the health status of the residents. Many health problems are either directly or indirectly related to the building itself, because of the construction materials that were used and the equipment installed, or the size or design of the individual dwellings”.*<sup>4</sup>

The fundamental argument for minimum standards in private rental housing is that the market has failed to consistently provide decent housing for low-income renters. The Victorian government has effectively recognised this with the introduction of minimum standards in rooming houses in 2012. Vulnerable and disadvantaged tenants with weak bargaining power should be protected against exploitation at the hands of predatory landlords seeking to profit from unacceptable, substandard accommodation.

### *Case study: Unacceptable housing*

*A recently arrived migrant presented at the drop-in service. He had been encouraged by a settlement service and the real estate agency to which they referred him to sign a lease for a residential tenancy without first viewing the property. He did so, despite misgivings, and paid a first month's rent and bond.*

*On arriving at the property he found it to be in a totally unacceptable condition. A number of the windows were broken, large cracks ran along the join between floor and wall in most rooms, the floors were warped and slanted, and the carpets were infested with biting insects. Most strikingly, the property did not have a back door – instead, a large cardboard box had been unfolded and then taped to the rear door frame to form a kind of flap which allowed entry and exit – although obviously it could not be locked or otherwise secured.*

*The tenancy service was able to assist him to end the tenancy and recover the money he had already paid. However, we could not see any way to prevent the same agency and landlord from renting the same property to other vulnerable tenants in future.*

<sup>4</sup> Bonnefoy, 2007, p 412



Minimum standards in rental housing are particularly important because the costs associated with ending a tenancy can be prohibitive for low-income tenants. Where other kinds of consumers can return a good or cease to receive a service that is substandard, tenants may find themselves 'locked into' unacceptable rental conditions because they can't, in the short or medium term, save the cost of another bond and first month's rent, removalists, etc.

Minimum standards are not only required for private rental housing but would be applicable to ILUs, caravan parks, residential parks and rental villages. Minimum standards are especially important for older person specific housing to acknowledge that age often brings changes to mobility and consequently changes required within and around the home.

*"There is some evidence that most elderly people live in dwellings with environmental barriers (such as steps, stairs, narrow doors, etc.), and that the magnitude of accessibility problems increases with age".<sup>5</sup>*

Currently the overall tenancy sector does not display consistency when it comes to the standard of available accommodation and by prescribing minimum standards this would make the sector more equitable and accessible.

#### **10. If minimum standards were to be prescribed, what requirements should be included?**

'Adequate shelter' has been defined in the following terms:

*"Adequate shelter means more than a roof over one's head. It also means adequate privacy; adequate space; physical accessibility; adequate security; security of tenure; structural stability and durability; adequate lighting, heating and ventilation; adequate basic infrastructure, such as water-supply, sanitation and waste-management facilities; suitable environmental quality and health-related factors; and adequate and accessible location with regard to work and basic facilities: all of which should be available at an affordable cost".<sup>6</sup>*

In practical terms, minimum standards for rental accommodation should emphasise safety, security, and energy efficiency. All properties offered for rent should be

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<sup>5</sup> Bonnefoy, 2007, p 417

<sup>6</sup> Bonnefoy, 2007, p 413

bound by certain contemporary minimum health and safety standards. This would include aspects such as heating, 5-star rated insulation, draught-proofing, adequate locks on doors and windows, and appliances such as heaters and stoves that are of contemporary standard and quality. Such minimum housing standards would be based upon a government determined benchmark that is a contemporary measure for all Victorian homes ensuring the occupant can maintain a suitable level of health without being negatively impacted by their living environment.



## 11. What would be the impact on landlords and tenants of prescribing these standards?

HAAG members who live in ILUs and caravan and residential parks believe that the rent they pay, as well as the purchase price for the dwelling paid by owner/renters in parks, should provide enough financial support for operators to provide a minimum standard of living. It is believed that it would provide benefits for all parties in the long term as housing would then be more appropriate, sustainable and attractive to more people. A lack of minimum standards can be detrimental to tenants and residents.

### Independent Living Units

As ILU stock ages, conditions are deteriorating, but unfortunately the organisations operating ILUs appear to be unable to afford to undertake capital works to improve the standard of housing. This can result in operators selling village sites which impacts negatively on tenants, not to mention the limited housing options available if tenants have to find alternative accommodation.

Many of these housing clusters were built between the 1950s and the 1980s. *“The state of the current stock, the potential for upgrade, conversion/extension, the availability of capital finance are important issues to the future of this housing stock and its potential to provide housing for older people with low incomes and low assets”.*<sup>7</sup>

### Caravan parks

Where parks rent out older dwellings often they are poorly insulated, poorly heated in the winter, and sometimes do not contain amenities such as a toilet and shower. For an older person these conditions are inappropriate and could impact significantly on their health and wellbeing. Unfortunately there are no minimum standards prescribed to ensure park rental housing is in liveable condition. This tends to be more of an issue in older parks run by smaller or individual operators.

For owner/renters their choice of housing is usually a result of what they can reasonably afford, and this will often translate into limited finances to be able to significantly upgrade their dwelling. Unfortunately this can sometimes result in people being evicted due to the age of their home, without any clear provision for compensation and support. Alternately park operators may interfere with their right

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<sup>7</sup> McNelis, 2003, p16

to sell, for example informing them they are not entitled to sell on-site, with a lack of clear provisions for dispute resolution, support, and compensation.



### Residential parks

Moveable dwellings are generally built with a basic design and manufacturers do not take into account the target market for this type of living. Issues for site tenants have resulted due to the exemptions in place for moveable dwellings from the Building Code of Australia (**BCA**). No inspection, building permit or certificate of occupancy is required. There are many instances where homes have not being built properly from the beginning and virtually begin to fall apart as soon as someone moves in. Alternatively the land, and the foundation, upon which the homes are built on is unstable and results in homes sinking and splitting.

It has been suggested that moveable dwellings should be built to a higher standard and should not be exempt from such a large part of the BCA. Purchasing a dwelling is an expensive, long term investment and the product should be sustainable and sound.



*Case study – Homes falling apart:*

*One couple bought a unit in excess of \$300,000 in a residential park and within months they noticed a number of issues occurring with the home such as significant cracking, splitting and sinking which resulted in them not being able to use their bathroom at all. They purchased a product that was flawed from the outset.*

*After much discussion and negotiation with the park owner, and with much hostility from management, they decided to hire their own professional surveyor to assess the situation. This resulted in also paying for a soil test to be undertaken because it appeared the concrete slab upon which the dwelling was built was unstable and sinking into the ground causing the instability of the home.*

*It was found that the soil was in the worst 2% of Victoria and could not sustain the type of foundation built upon it. After seeking legal advice and being persistent with the owner about what they wanted the couple managed to negotiate that the owner build them a new home, on a different site, at no cost to them. This should never have happened but because there is no inspection process and there are significant exemptions similar situations occur all too often.*

**12. If minimum standards are prescribed, how should compliance with the standards be monitored and enforced? What are the barriers to ensuring that a property complies with minimum standards?**

It should be prescribed that for new properties the minimum standards must be applied. An effective approach to monitor compliance would be to bestow greater powers on local council to investigate and assess whether there is a lack of compliance. Consumer Affairs Victoria (CAV), being the regulator and enforcer, should have the role of issuing fines for lack of compliance.

An example is in relation to residential parks. Currently local council has very limited powers to be able to inspect the construction and overall viability of moveable dwellings. Local government should be given the authority to undertake inspections, issue building permits and ensure the BCA, and prescribed minimum standards, are complied with.

The main barrier at present to ensure minimum standards are complied with relate to existing properties.

For example there are concerns about the need for minimum standards in ILUs but uncertainty of the best way to apply this in the current situation. One possibility is for Government to provide subsidies to organisations, as was historically available, to

improve their current stock to ensure security and improved housing options for older tenants.

In caravan parks Improvements have been made in the construction of park dwellings but many caravan parks still retain older dwellings, sometimes well over 30 years old. Improvements are often made along the way as people live in and own them, yet the building regulations and standards have changed and it is near impossible, not to mention very costly, to bring the more traditional dwellings up to standard.

For existing residential parks it would be very difficult to apply minimum standards to dwellings already built and installed on site. There could be some modifications made but pensioners may find it difficult to pay for these alterations without subsidy or financial assistance.

**13. To what extent does the condition report provide an effective means of recording the condition of a property at the start of a tenancy?**

HAAG has observed that ILU and rental village tenants never appear to receive a condition report and neither do owner/renters in caravan and residential parks. So in terms of whether this is an effective process at present it is not utilised in these alternative forms of tenure.

**19. What do landlords and tenants think about the current arrangements in the Act, which require the landlords consent for any fixtures, renovations, alterations or additions?**

In general, older tenants are very dissatisfied with such arrangements.

HAAG members and clients report two 'tiers' of problems with respect to the duty not to modify a property without the landlord's consent. First, older tenants often find the obligation to seek the landlord's consent for trivial or superficial modifications – picture hooks are the classic example – infantilising and condescending; their inability to make decisions about cosmetic changes reduces their sense of security, of the rental property as a home. The duty is routinely ignored, although even a trivial breach can ultimately lead to eviction. Indeed, tenants are often disinclined to seek consent *because* it may be refused, and there is a widespread perception that landlords would not want to be bothered with requests for consent to very small changes.

Second, tenants who require more substantial modifications, in particular in relation to mobility and disability needs, face significant barriers. Many agents and landlords are poorly informed as to the relevant obligations under the Equal Opportunity Act, which make it harder for tenants to negotiate satisfactory outcomes. Moreover, and

as discussed in our response to *Laying the Groundwork*, the current Act provides no protection against a no-reason (or other) eviction in response to a request for disability modifications. In some instances this leads tenants to decline to pursue modifications recommended by occupational therapists and other health professionals, with predictably detrimental effects on tenants' physical and emotional wellbeing and, in some cases, premature entry to residential care. In other instances seen by HAAG, it has led to the eviction or attempted eviction of disabled tenants.

Another concern for HAAG members is that, unlike other comparable provisions in the Act, there is no requirement that landlords or operators act reasonably in providing or withholding consent. There is no obvious reason why landlords should be able to unreasonably – absolutely or arbitrarily – withhold consent to modifications which, in any case, a tenant would be liable to restore on moving the property.

Although the issues paper discusses modifications mostly in relation to the inside of a property another concern for HAAG members relates to the external environment of age specific cluster housing where the communal areas and facilities must also be accessible and adaptable.

### Independent Living Units

As ILUs were generally built between the 1950s and the 1980s, many ILU clusters contain ageing stock that is inappropriately designed for people as they age. ILUs tend to have stairs rather than lifts, which can be difficult to negotiate with shopping, injuries and certain health issues. Units are mostly very small and difficult to access with wheelchairs, walking frames, or ambulance stretchers. Someone in a wheel chair, in most cases, would even be unable to enter the front door. The ability of a tenant to modify their home is dependent on the goodwill of the operator.

### Case studies – Ageing and access:

*One HAAG member lives in an ILU unit which is on the second level and is only accessible by a number of stairs. She broke her arm and during her recuperation she barely left her unit because she was unable to navigate the stairs properly without being able to hold on. If she had a bag or shopping there was no way she could ascend and descend the stairs with one arm out of action, which left her feeling very isolated.*

*One tenant from another cluster of units is in a wheelchair and the ILU provider allocated a supposedly 'disability friendly' unit for her to move into. The entry is flat but once inside the kitchen benches are all too high for her to utilise and there are too many high cupboards that she cannot reach. The only space that was appropriate for her wheelchair was the bathroom. The carpet in the unit makes it difficult for her to manoeuvre and she had a number of falls over the first 12 months of her tenancy.*

### Rental villages

Units are fairly well designed to accommodate older people with walkers and scooters, albeit they are small, but external village environments are often not designed appropriately. Winding paths and steep inclines can make it difficult for tenants to manoeuvre their way through the village and can limit their use of communal facilities as well as their mobility in and out of the village.

### Case study – No scooter access:

*At one rental village a man in his 90's lived at the back of the village. He could not come through the village on his scooter because the pathways and ramps that led to his unit were too narrow and the turns were too sharp which meant he could not manoeuvre his way through. This meant he had to leave his scooter out the front of the village, where it was not secure, and had to walk through to his unit which was a struggle for him.*

*At another rental village the village was built on a hill and during a visit one day as I walked up the main path I encountered a resident on a walker heading to collect her mail. The mail boxes were located at the bottom of the hill at the front of the village and I commented to her how steep the incline was. She said it was difficult on some days but at least it provided her with some exercise.*

### Caravan parks

Most park dwellings, whether rented or owned, are accessible via steps and tend to have narrow doorways and rooms. Unfortunately most park dwellings are not



adaptable, whether due to the internal design or the external space provided on the site, this can make it difficult for residents to remain living in their home.

Doorways are often too narrow to fit a wheelchair, walking frame or ambulance stretcher; sites are often too small to allow for a ramp to be built according to regulation; and sometimes park operators refuse permission to modify due to the 'aesthetic' of the park or zoning requirements. There is no obligation for the park operator to allow for modifications to assist an older resident to live comfortably in their home.

Caravan park environments must also be accessible and adaptable to residents' needs, especially as they age and their mobility changes. This would ensure people can stay longer in their park residence and improves security of tenure. Currently issues arise in relation to the state of the roads and a persons' ability to move about the park. There can also be difficulty accessing amenities that provide for people with disabilities. Unsatisfactory drainage creates problems when the weather is wet and inadequate lighting can interfere with a person's safety, especially at night.

*Case study –Access and adaptability:*

*One caravan park resident in her 50's experienced a stroke which left her with more limited mobility. The dwelling she owned had steep entry stairs and the home itself was not equipped to provide easy access, An example was the inaccessible design of the bathroom and the lack of reinforced walls to accommodate rails. The resident also required a motorised wheelchair but had no place to store it when it was not in use.*

*The resident could modify the inside of her dwelling as she required but any improvements made on the outside had to be consented to by the park manager. A request for a ramp was rejected, as was a request for a shed to store the wheelchair. More appropriate stairs were built on the front of the unit but even consent for these was not easily gained.*

*Partly these decisions were based on land zoning issues but partly they were based on a strained relationship between the resident and the management. The lack of legislative protection in these circumstances also made this a difficult scenario to navigate, even for disability support services.*

## Residential parks

There are significant problems with the building structure arrangements in residential parks that require legislation to ensure the accommodation can be

developed appropriately. The current Act does not deal effectively with the design and modification needs of site tenants especially in terms of age-related needs.

Dwellings are not made with older people in mind and are not built to be accessible and adaptable. Although many people are mobile when they first move into a park at some point they may require modifications to enable to remain independent and active and this must be taken into account in a housing market targeted specifically at people over 55 years of age.

*Case study – Difficult access:*

*One HAAG member who was active and mobile had to undergo hip replacement surgery. To enter her moveable dwelling she has steep stairs and during her recovery she struggled to access her unit due to difficulty manoeuvring herself up and down the stairs. In order to access her shower she also had to step in sideways and during her recovery this was not a movement she was able to undertake.*

Dwellings can be modified on the inside by the site tenant as they please. This comes at extra cost though because the original design is not very accessible from the outset. The majority of dwellings have steps upon entry, narrow doorways throughout and are not designed for disability or ambulance stretcher access. Residential park living is targeted at people over 55 years of age and needs to consider the changes to mobility and health that occur with age, especially consideration of easy access for emergency services.

The aesthetic of the village environment often results in park operators not allowing ramps to be put in at the front of a dwelling, but regardless of permission most park environments do not have enough room to build a ramp to standard at the front of a dwelling. This means it must be put in at the back or side door, usually running through a carport or garage, if the design allows for it.

The common areas and facilities also need to provide for accessibility and adaptability for those with mobility issues and disabilities. Accessibility and adaptability will support a site tenant's security of tenure by enabling them to remain in the park, and live independently, for longer.

The lack of pathways in some parks are a cause for great concern for site tenants, as is the terrible state of the roads that mean site tenants with scooters, wheelchairs, and walking frames struggle to move safely throughout the park. At times, communal facilities do not provide ramp or flat level entry and can often be built without rails.



**20. What are the property modifications (if any) that a tenant should be permitted to make without first obtaining the landlord's consent, and why?**

Considering the significant practical limitations on the modifications tenants are likely to make – including cost, the likelihood of a tenancy ending before the tenant derives the long-term benefit of any change, and the liability of tenants to restore a property to its original condition at the end of a tenancy – we do not see a need for tenants to obtain consent before carrying out modifications.

In particular, we do not believe tenants should require the landlord's consent for modest cosmetic changes (such as picture hooks or painting), changes that increase the amenity of the rented premises (such as television points or antennas), or changes that have been recommended by a health professional (such as grab rails or ramps)

Moreover, with respect to any modification for which consent is required, tenants should be entitled to apply to the Tribunal for an order that the landlord's consent is not required if they believe it has been unreasonably withheld.

**32. What are the specific repairs and maintenance needs of parties to a rooming house, caravan park and site agreement, and how well are these needs currently met?**

Tenants and residents who live in caravan and residential parks require an added level of protection regarding repairs and maintenance in relation to their sites and to the common areas and facilities.

Caravan parks

One issue that arises for park residents relates to the overall condition of the park and there always appears to be difficulties for residents negotiating with park operators to fulfil their responsibilities. Although there are responsibilities outlined in the RTA there can be problems with a lack of compliance by the operator when requests are made by residents. There should be a clear authority that can enforce these responsibilities to ensure resolution is timely and there are consequences if repairs and maintenance are not undertaken.



### *Case study – Roads:*

*One resident in a park decided to request to have the roads repaired. The park consists solely of dirt roads that have potholes and are not level. This had caused an unsafe park environment, resulting in some falls. Those residents in wheelchairs and scooters found it difficult to navigate the roads and at night especially the uneven surfaces were most hazardous.*

*The park operator had not properly maintained the roads in a long time and when asked to do so did not feel it was urgent and therefore did not respond in a timely manner.*

*The resident called CAV in to undertake a repair assessment which found that the roads did indeed require some maintenance and yet even after the assessment the operator did not act.*

*The only avenue left to the resident was to seek resolution via the Victorian Civil and Administrative Tribunal (VCAT) but due to his wife's health condition he was unable to continue with his action any further.*

### Residential parks

In other forms of tenancy there are clear guidelines about rights and responsibilities in relation to repairs and maintenance. Due to the alternative arrangement covered by Part 4A, where a site tenant owns their dwelling but leases the site on which it stands, it is generally accepted that they are responsible for the repair and maintenance of their dwelling.

What is unclear is where responsibilities lie for the site tenant and the site owner in relation to repairs and maintenance of the site and any fixtures of the site that do not form part of the dwelling (such as fences). It is also unclear what rights site tenants have if their dwelling is within warranty period and requires significant repair or if their dwelling is negatively impacted by movement or subsidence of the site and/or foundation (such as a concrete slab).

The lack of clarity around whose responsibility it is to maintain and repair sites causes many issues for site tenants. In section 206C of the RTA “a Part 4A dwelling owned by a site tenant does not form a fixture of the Part 4A site”<sup>8</sup> on which it is situated. It is understood that any fixtures of the site belong to the site owner and therefore should be their responsibility to maintain and repair. Unfortunately Part 4A is the only part in the RTA that does not contain clear repair

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<sup>8</sup> Residential Tenancies Act 1997, Part 4A, (Vic), section 206C

and maintenance procedures which causes disputes when it comes to responsibilities.

An example is if a fence requires repair in a regular tenancy, through no fault of the tenant, the landlord is responsible to fix it and so it should be consistent with Part 4A arrangements. The same should be prescribed for all fixtures and infrastructure on the site that does not belong to the site tenant.

*Case study – Fence repair:*

*One site tenant required one of her site fences to be replaced. It had fallen down and been taken away by the site owner, but not replaced. The owner refused to respond to correspondence and after 12 months of attempting to make contact with management the site tenant decided to take the matter to VCAT.*

*Unfortunately the context of the VCAT application was no clear as there is currently no section in the RTA that spells out that fences are the responsibility of the site owner. In fact this particular site owner was telling site tenants that if they wanted to repair or replace fences they would have to pay for it, even though the fences were there from the beginning and were fixtures of the site.*

*Luckily the VCAT application was successful and the site owner was ordered to replace the fence but there has been circumstance where due to an assessed lack of provision in the RTA one VCAT member believed it was not the responsibility of the site owner to fix the fence.*

The same should apply where subsidence of the site, and poor quality foundations, cause issues for a site tenant. There have been cases where dwellings have had to be re-levelled almost once every year to account for the shift in site soil and foundations. Other cases have highlighted that unsafe conditions caused by subsidence can interfere with a persons' proper use of their site and sometimes cause significant injury.



*Case study – Slippery slopes:*

*One site tenant in her 80's experienced severe sloping within her back yard due to land subsidence and found that the concrete pavers placed on her site started to crack and become uneven.*

*One day she tripped and fell while she was outside which resulted in her breaking her left ankle. She had screws, a rod and wire put in along with 30 stitches. This has now, over time, also weakened her hip.*

*Several attempts to negotiate with the park operator over the years have failed. Requests that the backyard be levelled out has fallen on deaf ears and he refuses to take any responsibility for the state of the site. In truth the RTA does not state he has any obligations, which has made it difficult for the site tenant to challenge.*

Tenants living in ILUs and rental villages also require clear provisions in relation to repair and maintenance of common areas and facilities, as well as clearer understanding of their rights around internal repairs and maintenance as these can often be neglected.

## Independent Living Units

The repair and maintenance of communal areas is an unlegislated area that can cause difficulty for tenants who observe any issues in the environment, such as trip hazards and slippery debris. The communal environment is a major aspect of ILU living and yet it is unregulated. The RTA provides no clear guidelines about rights and responsibilities when it comes to communal areas and this oversight must be addressed.

### **33. Should different rules be adopted for these types of arrangements, and if so, what should these be?**

As stated above repairs and maintenance processes for park sites and communal areas and facilities needs to be adopted, as does a clearer line of authority for enforcement and compliance, so that these matters are dealt with in a more timely and efficient manner.

### **35. How effectively do the current remedies in the Act address problems relating to property conditions and standards? What alternative or additional tools or initiatives could assist parties to independently resolve disputes?**

Although there are procedures to address the current rights and responsibilities available in the RTA the issue lies in the lack of enforcement powers of various authorities.

CAV exercise their powers very infrequently which means they cannot be consistently relied upon currently to assist in matters related to property conditions and standards.

Local councils have some jurisdiction but once again their powers are limited and cannot ensure a resolution for tenants and residents.

Responses such as breach of duty notices often result in the tenant/resident having to proceed to VCAT with their matter, if they choose to. Mostly older people choose not to pursue this course of action due to fear of repercussion. Although they may be awarded a compliance order if they do proceed if an operator does not comply the Supreme Court is the only avenue available beyond that point.

HAAG members are calling for a retirement housing ombudsman to provide a free, confidential service that can investigate matters and enforce decisions. Additionally clear rights and responsibilities, and strong regulatory and enforcement powers for CAV and local council, would also assist parties to resolve disputes.



**36. What other ways could vulnerable and disadvantaged tenants be better supported to independently resolve disputes?**

Education and clear disclosure of information around rights and responsibilities in relation to property conditions, standards, repairs and maintenance for all parties may also reduce the number of disputes arising. There is also significant scope to expand the role of CAV repair inspectors in resolving disputes, by giving them powers to direct landlords to remedy breaches of the duty to maintain properties in good repair.



## Conclusion

*“Many of the features of poor quality housing are beyond the control of the occupants and thus may lower self- efficacy and feelings of mastery over the environment. Lastly for many people, their home is a refuge, a place to recover*

*from the stress and strain of daily life and work. But for those with inadequate housing, the home may mean more difficulties, not a place of refuge”.*<sup>9</sup>

The impact of poor housing conditions and standards on older people is significant. They are one of the groups most likely to be living in properties that are sub-standard and unhealthy. Rights and responsibilities need to be clear and the avenues to ensure they are complied with must be effective, timely and consistent for this more vulnerable group.

It is also important to remember that where tenants and residents have security of tenure their willingness to exercise their rights will increase. Although one aspect of viable security of tenure is providing for an adequate standard of housing that is safe, clean, accessible, appropriate and adaptable.

*“Investment to improve housing conditions is a means of improving the living conditions of low income groups at high risk of poor health and is therefore potential means through which public policy might improve health and also reduce health and social inequalities”.*<sup>10</sup>

**Compiled for HAAG by:**

Shanny Gordon  
Retirement Housing Information Worker  
[shanny.gordon@oldertenants.org.au](mailto:shanny.gordon@oldertenants.org.au)

Shane McGrath  
Tenancy Worker  
[shane.mcgrath@oldertenants.org.au](mailto:shane.mcgrath@oldertenants.org.au)

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<sup>9</sup> World Health Organisation, 2011, p173

<sup>10</sup> World Health Organisation, 2011, p179

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