



Residential Tenancies Amendment Bill Submission – Victoria University of Wellington Students' Association Submission

Introduction:

Victoria University of Wellington Students' Association (VUWSA) advocate for and represent the 22,000 students of Victoria University. As students, housing is one of the biggest issues that we face. Quality of housing, access to housing, and the power imbalance between renters and landlords are all problems that students face every day.

These essential rights we lack are crucial to our wellbeing. It impacts our physical health, mental health, our education, and our ability to advocate for ourselves. We feel disempowered, with our wellbeing suffering as a consequence. We think that access to good quality affordable housing is a human right, and this amendment has the power to cement these rights.

Issues with flatting arising from the current Residential Tenancy Act is not a new phenomenon for university students. In order to best understand the scope of these problems, and the impacts on the students themselves, we've included the experiences of some tenants left feeling inadequately protected under the current Act.

- *“My first ever flat was very cold, so cold that I lost a lot of weight trying to keep warm. It was so cold that, when hopping into the shower to warm myself I up, I developed chilblains all over my hands. In addition, the heater provided by the landlord was water damaged and less than a foot in diameter, so using it was futile. Coming home from a hard day to a freezing, damp, mouldy and rusty house severely impacted my mental health.” Felix, Victoria University of Wellington Student*
- *“Our landlord would often show up to the property unannounced to “inspect doorframes, etc..”. This led to one incident in which our landlord peered in my flat mates' window and almost caught her the midst of changing. It made us feel uncomfortable in our own house, and that our privacy was not respected. They also proposed unreasonable terms in the contract such as not allowing any guests and given the current market we felt as if our hands were tied.” Saskia, Victoria University of Wellington Student*
- *‘Our landlord decided to renovate the exterior of our house, because of the power imbalance we had no idea we had rights to not agree to the renovations. Ten days after they begun, we tested for lead paint and found extremely high levels. The painters had not been following correct*

procedures removing it. We'd been ingesting the dust for ten days and once we found out we felt unsafe and totally uncomfortable being in our home. Our landlord was unreachable for two days. When we finally got in contact, he was very defensive and put the blame on the painters. This caused even more stress for us. We felt like we couldn't push him as we could be evicted from our house amid a global pandemic. We finally reached a resolution where we moved our while the works were finished, and commercial cleaning occurred. Our landlord ended up being reasonable about his responsibilities, but it took so much mental and emotional work to get to that place. We may have irreversible health issues.' Anonymous, Victoria University of Wellington Student

- *'In my second year of university I lived in a flat which made me the sickest I have ever been. The windows had holes in them which meant that with the slightest breeze my curtains would blow, so my room would never be warm. The toilet had mushrooms growing out of it. The bathroom had no ventilation so black mould had grown on our ceiling which was too high for us to reach. This all led to me being sick the whole time I lived in that flat, but I had no way to know whether or not my landlord was breaking the law. If I could have had proof that my landlord was not keeping care of the property leaving me sick, I could have left before my physical health started having an impact on my mental health – leaving me severely depressed. What the landlord was doing was unsafe, and just because we are students does not mean we are any less deserving of healthy homes. We deserve to know that properties are up to legal standards and are healthy, not only because it is a human right to have access to a healthy home, but also because of our physical and mental health'* - Anonymous, Victoria University of Wellington student

Overall, we agree with the bill and its intentions. We think it is important renters' rights are cemented into law, and in most ways this bill does. In our submission we outline which clauses we see as appropriate to tackling the issues that student renters face, as well as those which are far below satisfactory.

Rent Prices:

Uncertainty around the price of rent is one of the main issues facing students.

- **Rental Bidding**
 - We support the intent of clause 17 which pertains to rental bidding. We agree that measures should be taken to prevent unfair and predatory rental bidding which exploits the vulnerable and desperate situations that many students are in. Rental bidding causes anxiety and uncertainty for students who are already paying extortionate amounts of rent, creating a system which is inequitable and inaccessible for students who are already facing financial hardship. Landlords should not be profiting from the desperate measures that people need to take to secure a house, and students should not have to pay extra than what landlords are setting the rent at to secure a home. The current clause, however, does not go far enough to prevent exploitative rent bidding and practices. We are advocating for the clause to provide clarity and to explicitly ban rental bidding.
- **Rent Increases**

- We support clause 19 which only allows rent increases once every 12 months. Students should not face rent increases throughout the year, putting more financial hardship on our already tight budgets. This clause is integral to support students financial and mental health.

Renters Rights:

We believe that renters deserve a dry, healthy home, that allows for a decent quality life in which they can thrive during their studies.

- **Tenants fixtures**

- We support the intent behind clause 23 regarding tenants' fixtures. We think that it is important tenants have autonomy over their place of residence and can make minor changes to their dwelling. It is crucial for students to be able to create a sense of home and belonging within their flats by giving them the power to make their dwelling their own. This not only benefits student wellbeing, but also allows them to feel like their lives at university are not temporary. We think that this clause requires clarity on what minor changes are included by specifying with more precise terms what is allowed, for example, picture hooks and vegetables gardens.

- **Provision of information about compliance with Healthy Homes (HH) standards**

- We support clauses 27 and 44 which concern the provision of information about their flat's compliance with Healthy Homes (HH) standards. Students deserve to know that their current or potential place of residence is healthy and compliant with legal standards healthy. The quality of student housing acutely impacts the physical health of its students, often making them sick or exacerbating preexisting conditions. This is unacceptable, as students should feel secure in their knowledge of the health of their home.

- **Termination of tenancy**

- We do **NOT** support clauses 32 and 37 as they currently stand which pertain to termination of tenancy on grounds of: *“anti-social behavior, refurbishment or redevelopment of premises, premises are to be used for commercial purposes, landlord’s interest in the premises is due to end, premises are to be put on the market, premises are required as landlord or landlord’s family principal place of residence”*. We believe that these clauses must include requirements for landlords to provide their reason of termination, to hold landlords accountable.
- We also believe that the clauses should include a mandatory 90-day notice be given to tenants on termination of their tenancy. Housing security is fundamental for the welfare of students, and although termination is not ideal, these changes would put in place measures that would give some sense of security to renters. Additionally, landlords have entered a contract and should not break it. Other contractual agreements, such as work contracts and venue hire contracts, are not allowed to be broken without good reason. Termination often results in a severe impact on mental health, as having a secure place to live is fundamental to mental wellbeing, and if a contract is terminated that creates a

lot of stress and anxiety around lack of security in living circumstances. Students should not be scared of being homeless, having to live on their friend's floors indefinitely, or have to move back home because of termination of tenancy. Additionally, it creates a large financial stress to terminate a tenancy, from moving costs, to having to sort out paying a new bond, to the cost of having to find a new flat. Students are already on a tight budget and adding this extra financial burden creates a large amount of stress. Termination of tenancy is a big deal for students, and this clause needs to put in place measures to ensure that landlords are accountable to their reasons for termination, and students have means to be protected from the burden of termination.

Tenancy Tribunal:

We support students having access to a tenancy tribunal which is fair and accessible to students.

- **Suppression orders**

- We agree with the intention of clause 51 regarding suppression orders. It is important that successful parties' details be anonymised in tribunal decisions to ensure that renters are empowered to assert their rights without the fear of being blacklisted or other detrimental consequences. However, we believe that this only depends on the knowledge and capability of a tenant to apply to be anonymised. We believe that clause needs to be change for all successful parties' details to be automatically anonymised. This will ensure renters have the security to exercise their rights in a fair and accessible setting without consequence.

- **Amounts for unlawful acts**

- Regarding the amounts for unlawful acts in schedule, we believe that they need to be increased to at least double the current amount. The current amounts are only a maximum, meaning that they will rarely be awarded at the maximum amount. They need to be increased to be an adequate deterrent to stop landlords from breaking the law and exploiting students. This will continue to secure the rights of renters and ensure that landlords are not breaking the law at the expense of student's wallets, mental health, and physical health.

Conclusion:

Healthy accessible homes, and the securing of renter's rights are fundamental to students' physical and mental wellbeing. Not only will this bill and our recommended changes have a large impact on the student community, its effects will be felt in the wider community. We believe that students deserve a flat that can be made into a home, that does not create financial insecurity, and is healthy and meets legal standards.

Having healthy and empowered students is important for the functioning of our society. One cannot contribute to their local community, or their university if they are worried about their basic human rights. It is crucial for the quality of life of not only students, but renters in general. In a time of their life when already so much is uncertain with their future, their studies, their finances, and any personal situations students may find themselves in, it is imperative that housing remains a constant in which students can find certainty.