

HOUSING POLICY

YASC POL HP - 02



2024

YARRABAH ABORIGINAL SHIRE COUNCIL
56 Sawmill Rd Yarrabah, QLD 4871

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1. LEGISLATION AND AUTHORITY

The Local Government Act 2009 (Qld)
Local Government Regulation 2012 (Qld)
Public Records Act 2009 (Qld)
Right to Information Act 2009 (Qld)
Information Privacy Act 2009 (Qld)
Privacy Act 1988 (Cth)

2. COUNCIL'S STATEMENT

Yarrabah Aboriginal Shire Council (*'Council'*) conducts its business with integrity, honesty and fairness. All employees are expected to work within the rules and actions of Council will comply with all relevant laws, regulations, codes and corporate standards.

Everyone representing Council must reflect the highest standards of behaviour. Our relationships are critical to the ongoing success of our organisation. Our leaders have responsibility for fostering a culture where ethical conduct is recognised, valued and applied at all levels.

This policy is to be read in conjunction with relevant legislation and the Code of Conduct, which outlines our standards of behaviour and workplace culture are in accordance with Council's principles:-

3. PURPOSE

The purpose of the Yarrabah Aboriginal Shire Council (YASC) HOUSING POLICY is to outline how YASC will manage its obligations to the public.

4. COMMENCEMENT OF POLICY

This Policy will commence from 24 January 2023. It replaces all other HOUSING policies of YASC (whether written or not).

5. APPLICATION OF THE POLICY

This policy applies to Guiding principles for councillors and staff

Rent & Debt management policies

Moving to alternate management arrangements

Complaints and appeals

Allocation procedure

6. REFERENCES

1 Schedule 5 Indigenous Housing Program Assistance Agreement – Part 2.8 Rent Policies &	2 Residential Tenancies and Rooming Accommodation Act 2008
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7. POLICY STATEMENT: DIRECTION AND INTENDED END RESULT

YASC is committed to prevention and early intervention as a strategy for ensuring current tenants are paying their rent in accordance with Schedule 5 Indigenous Housing Program Assistance Agreement – Part 2.8 Rent Policies & Residential Tenancies and Rooming Accommodation Act 2008.

YASC is committed to ensuring a fair and unbiased allocation procedure for all waitlist applications.

YASC is committed to ensuring all tenants adequate support and transparency through this procedure.

Rent is the periodic payment of money by a tenant for the use of a house owned and managed by YASC.

For the purpose of this policy the person or persons who signed the tenancy agreement are responsible for paying the rent and will be assessed on their ability to maintain this agreement.

8. PROCEDURES: OVERVIEW

To be eligible for social housing in Yarrabah, applicants must meet all eligibility criteria.

- 1) Evidence of independent income – Social housing will not be provided to applicants who cannot demonstrate income. This is to ensure that applicants are able to meet rent repayments once they become tenants.
- 2) Current and valid proof of identity
- 3) Not own or be in the process of purchasing property
 - Exception: The housing Manager and Director of Community Services has discretion in allocating where there is a home ownership interest, to facilitate home ownership in Yarrabah.
- 4) Applicants with current or ex-tenancy debts will only be eligible once they have entered into and sustained an unbroken Arrears Payment Plan for a minimum of three (3) months.

All tenants who signed a tenancy agreement are responsible for paying the weekly rent amount outlined in their tenancy agreement. Rent collected by YASC is used towards maintaining service delivery in Community.

YASC Housing staff will once a week conduct checks on client's rental accounts through CHINTARO, to support early identification of rental arrears. Clients at risk will be assessed for individual tenancy sustainment plans.

Where a tenant is assessed as being vulnerable with a high level of risk of a tenancy breaking down, the housing staff will seek the tenant's informed consent to link with appropriate support providers.

A support provider may already be in place or if the assessment identifies that inadequate support is in place, then with the tenant's consent, referrals will be made to appropriate support providers.

YASC Housing staff will work with the tenant and support provider to develop an appropriate plan for ensuring that any issues that may place a tenancy at risk are identified as early as possible and addressed in a preventative way.

YASC Housing staff, support provider and tenant will work together to identify key triggers indicating risks are worsening and will invoke a support plan and tenancy sustainment plan in those circumstances.

YASC housing staff will remove tenants from Tenancy agreement if they are no longer residing in Community after a period of 12 months or greater.

If the tenant has permanent residency outside Community, tenants will be instructed to surrender their tenancy arrangement.

In the case tenants are in rental credit of more the \$1000, YASC housing staff will withhold a total of two (2) weeks rent if a credit reimbursement is requested by the tenant.

Housing staff will be trained in identifying and working constructively to address common risk factors such mental illness, substance use, behavioral issues, the impacts of trauma, and the implications of being housed and sustaining housing on exit from institutions such as hospital, mental health facilities and prison, as well as long term involvement with the child safety system. This will include training to identify these factors within the tenancy management relationship as a basis for appropriate and assertive referrals to support providers.

Tenants will be breached with a Notice 11 if they have not fulfilled their responsibilities outlined in the tenancy agreement signed at the beginning of the tenancy.

All allocations of social housing will be based on eligibility and need, should Council receive a request from a tenant that a property be retained within their family Council will discuss this request with tenants to gain views on the validity and enquiry of the request. Where an application is made to change the head tenant on any agreement, an assessment will be conducted as to the capacity of any proposed head tenant to maintain rental payments.

9. DEBT MANAGEMENT PROCESSES:

Debt Management – Rental Arrears

When a tenant/s sustain a rental arrears they will be will be issued a Form 11 Breach Notice and required to rectify the rental account within (7) working days.

If Rental arrears are not rectified, then a second Form 11 Breach Notice is sent and tenant/s required to rectify the rental account within (7) working days. YASC Housing staff will follow up by either home visit, phone or email contact with the tenant/s to discuss and implement appropriate support measures and enter into a rent owing agreement.

Failure to rectify rental arrears will result in a third Form 11 Breach Notice sent to the tenants to rectify the rental account within (7) working days.

YASC Housing staff will again attempt to make contact with tenant/s by either home visit, phone or email contact, allowing the tenant/s 30 working days from time of contact to rectify rental account.

Failure to rectify rental account within (30) working days will result in a Form 12 Notice to Leave sent by the CEO – The Notice to Leave is requesting the tenants and household members to vacate the property within (7) working days.

Where the tenant/s fail to vacate the property within (7) working days, two applications will be submitted to the Queensland Civil & Administrative Tribunal (QCAT). – These applications are for a Warrant of Possession of the property and Debt Collection for the outstanding amount of rental arrears.

Debt Management – Rent Owing Agreements

Tenants in arrears will be required to enter into a Rent Owing Agreement which will be arranged by the YASC Housing staff.

Setting up a Rent Owing Agreement means you have time to slowly pay back your rent arrears at an agreed minimal fortnightly amount. It is very important that you keep to this agreement or you will receive a notice to remedy breach.

Failure to maintain your Rent Owing Agreement until your outstanding arrears are finalised will result in being issued a Form 12 - Notice to Leave.

Debt Management – Vacated Arrears

Tenant/s surrendering their tenancy with the council are required to enter into a Rent Owing Agreement and are to repay the total amount owing. – Failure to uphold the agreement will result in the debt being transferred to a Debt Collection Agency for recovery and an application to the Queensland Civil & Administrative Tribunal (QCAT). For Debt Collection for the outstanding amount of rental arrears.

If a tenant surrenders his or her tenancy, where the tenancy agreement was shared between two or more registered tenants, the arrears will be shared and based on a fair percentage. This means the debt will be divided and each person will be responsible of repaying their portion of the debt to YASC.

Debt Management – Deceased Arrears

If a co-tenant is deceased, the debt based on fair percentage will be submitted to council for debt process. The allocated split debt may result as a write-off at council discretion. The existing tenant/s are still required to rectify the remaining rental arrears.

If the tenancy involves the death of a sole tenant, the property will return to council stock if no listed household member has been nominated for Succession of Tenancy. The debt is unable to be transferred to family members and will be submitted to council for debt write off process.

Willful Damage Debt

Any person who intentionally damages property without lawful excuse, whether it is public, private or commercial property, may be charged with the offence of willful damage in Qld.

Governed by section 469 of the Criminal Code 1899, many actions constitute willful damage, and with this comes varying penalties.

If a tenant is charged in regards to this, they will be responsible to cover damage costs which will be quoted and invoiced by an external contractor, the external contract fees will be additional to the willful damage costs and payable by the tenant also.

To monitor any damage, Housing Staff will conduct a pre-entry inspection prior to any tenant occupying social or transition housing. Housing staff will also conduct an exit inspection after any tenant departs social or transition housing.

Where available the tenant is to be present at time of inspection and also sign the inspection report. Where a tenant is moving from social or transition housing, possession of the new housing will not be provided unless the report is signed.

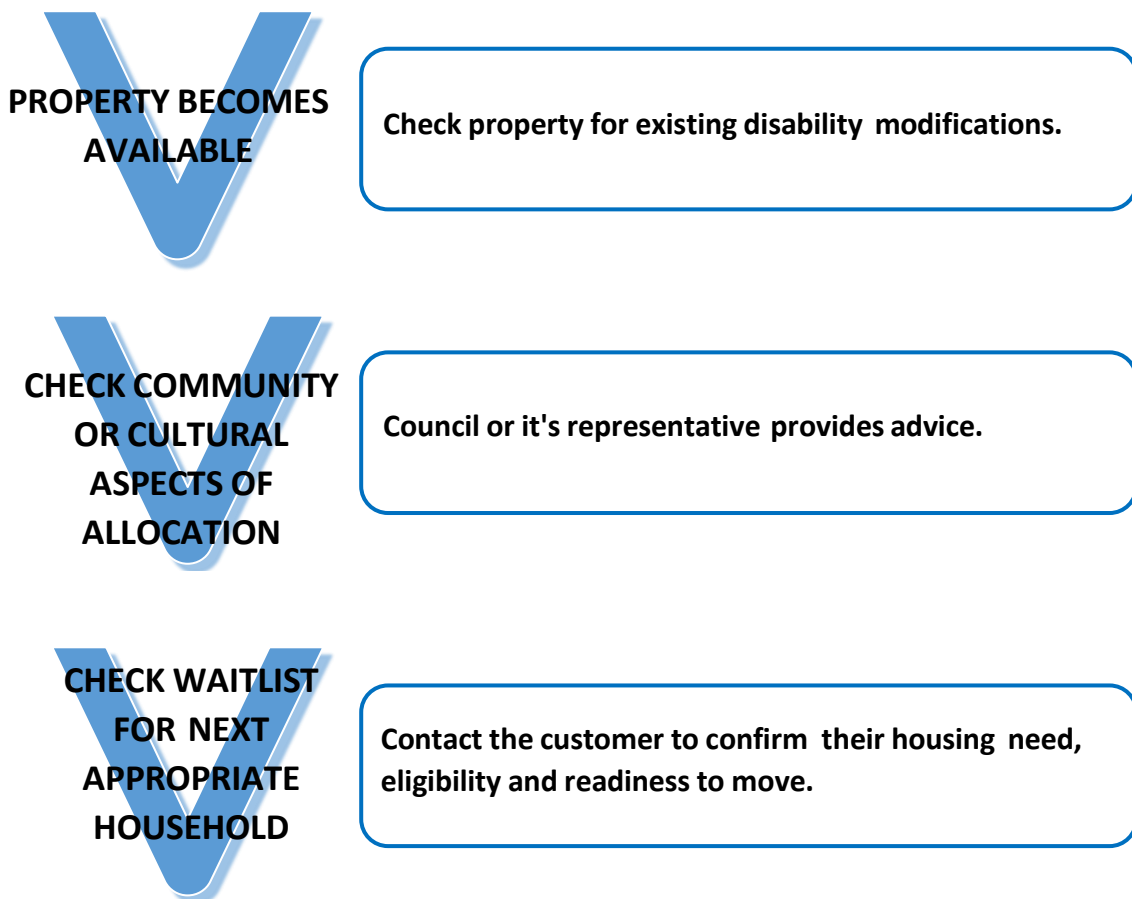
10. WAITLIST ALLOCATION PROCESS

The allocation of housing to waitlist applicants will follow a process which will be overseen by the Housing Manager, Director of Community Services and an Independent 3rd party, selection is based on the level of needs of the appicate which is criteria based, reviewed by the housing team on a regular basis.

Suitable houses will be allocated and best matched to tenants based on their waitlist information held in their tenancy file. This information needs to be updated if tenant circumstances change or on a regular basis (at least annually) to keep their waitlist application current. It is the responsibility of the tenant to advise Housing of any changes to their circumstances.

In the event that the Tenant declines the allocation of a social housing property or is not eligible due to the inability to pay the required weekly rental amount, Council will identify another waitlist customer and follow the below procedure for allocation.

Allocation flowchart



CUSTOMER ELIGIBLE

Council confirm proposed allocation Appropriate.

**COUNCIL PROVIDES
WRITTEN ADVISE**

Council contacts proposed tenant with letter of offer.

TENANT RESPONSE

Tenant responds in writing accepting or declining proposed allocation of housing property.

11. DOCUMENT CONTROL

Adoption Date:	24 January 2023	Resolution No: 08:24/01/2023	Version No: 1
Review date:	26 July 2024	Resolution No: 11:26/07/2024	Version No: 2
Next Review Date:	2024		
Responsible Officer:	Director – People & Communities		



Richard Wright
Chief Executive Officer