

Welcome to our YASC Housing Newsletter.

2019 is moving very quickly and before we know it Christmas will be here.

We would like to thank all our tenants who are working hard at keeping their rent up to date, properties clean and gardens and yard clean and tidy.

All rent goes toward repairing properties managed by Council, new construction and the employment of our community housing and building teams.

Our rental debt at the moment is approximately at \$4 million dollars.

This affects the whole of the community.

It prevents Council from developing land and building much needed houses to address our serious overcrowding issues.

We encourage any tenant who is in debt to make an appointment with the Housing Team to go through their options.

We encourage all our tenants to take care of their properties.

As a tenant you are responsible for ensuring your property is clean inside and out, and that your yards are clean and free from rubbish and clutter.

You are responsible for pest spraying your property at least twice a year, inside and out, to prevent cockroaches, rats, mice, ants, fleas or ticks moving into your home.

Finally, tenants are reminded that during the

hours of Sunday to Thursday there are to be NO NOISY PARTIES after the hours of 9pm. On Friday and Saturday evening there are to be NO NOISY PARTIES after midnight.

Be mindful and respectful to your neighbours.

Everyone is entitled to live with peace and quiet.

As you are aware we have serious overcrowding in our community and we have insufficient houses to assist with our growing population.

We have no more land to develop and we encourage our waiting list applicants to seek accommodation in neighbouring towns.

We can and do provide letters of support to help with this process.

Don't forget to update your waiting list details every 6-12 months, or whenever changes occur in your personal circumstances, or your file may be archived and you may lose your place on the list.

We hope this newsletter will serve as a reminder to you to be a responsible tenant so you can stay safely in your home for a long and happy tenancy.

Your tenancy is your responsibility
– be a responsible tenant.

Yarrabah Aboriginal Shire Council Housing Team



Disputes

Entry Disputes

If you have a dispute about entry or privacy issues you have the option to apply to the RTA Dispute Resolution Service for conciliation. The RTA conciliator can assist parties to share information and reach an agreement to resolve the dispute.

If you reach an agreement put it in writing.

Repairs Disputes

To request repairs, talk to the Housing Team, or make a written request.

You should not stop paying rent because of repairs.

Withholding rent will put you in breach of your agreement and will not help to resolve the repair issue.

You also risk your agreement being terminated for rent arrears.

If you want to do repairs yourself, you must first seek permission from Housing Team.

If they agree that you can do the work, make sure this agreement is in writing before you start work, including any agreement about reimbursing your costs.

Neighbourhood Disputes

Neighbourhood disputes can be resolved if neighbours simply talk to each other. Sometimes the person might not know they are disturbing you. If you don't feel comfortable talking to your neighbour you can:

- Ask the Housing Team to help by filling out a complaint form;
- Use the RTA's Dispute Resolution Service
- Talk to local police if the situation becomes serious or you feel your safety, property or pets are in danger.

The Housing Team can only investigate complaints received in writing and take action which may include:

- Issuing a Notice to Remedy Breach;
- Refer tenants to other agencies for help or mediation services;
- Transferring to another property (last resort only).

The FNQ Dispute Resolution Centre can help find a solution to problems through a mediation process. With mediation everyone involved in the problem gets to have their say and the mediator may help to find everyone a solution everyone is happy with.

Contacts

Yarrabah Aboriginal Shire Council Housing Team: 4056 9120

Tenants Queensland

Tenants Queensland (TQ) is a specialist community and legal service that has been providing services to and representing the interests of residential renters in Queensland since 1986.

Call 1300 744 263 9am – 5pm Monday to Friday; extended to 7pm Tuesday & Wednesday For more information visit www.tenantsqld.org.au

Residential Tenancies Authority (RTA)

The RTA is the Queensland government authority for landlords and tenants.

Call 1300 366 311 or you can find RTA tenancy information and forms at www.rta.qld.gov.au

Queensland Statewide Tenant Advice and Referral Services (QSTARS)

QSTARS provides specialist tenancy advice, advocacy support and referral for Queensland renters.

Contact QSTARS for tenancy advice on 1300 744 263 or visit www.qstars.org.au for fact sheets and information.

Queensland Civil Administrative Tribunal (QCAT)

QCAT hears tenancy matters at the QCAT registry in Brisbane or in your local Magistrates Court.

To get QCAT forms or find your local Tribunal call QCAT on 1300 753 228 or visit www.qcat.qld.gov.au



YASC Housing News



By the end of July 2019 ten new houses were built at Djendghi as part of a round of new constructions funded by the Queensland Government's Department of Housing.

When you rent a place to live you make an agreement in writing to pay the rent on time.

You may also need to pay other charges related to the property for services you might have connected such as electricity and telephone.

Your tenancy agreement will state how much rent you pay, and how and when you should pay it.

Once you agree to pay your rent in a certain way, then that is how you must pay.

In most cases you will be required to pay your rent in advance.

If you fail to pay rent, it is a breach of your tenancy agreement.

On these pages you will find some other things you need to know about your tenancy.

Entry & Privacy

When you rent in Queensland, you are entitled to ‘quiet enjoyment’ of the premises. The YASC Housing Team must take reasonable steps to ensure that you have privacy and quiet enjoyment of the premises.

Notice of Entry

You must also be given the correct amount of written notice on an Entry Notice form.

They can only enter without giving you written notice if you agree, or if it is an emergency.

Rules about Entry

- A lawful reason must exist for any proposed entry by the Housing Team.
- You must be given required notice of the entry.
- The proposed entry time must be reasonable.
- The Housing Team must respect your privacy.

Entry when you're not at home

The lessor, agent or provider can enter the premises when you are not there, if you have been given the required written notice.

If you are at home when they enter you cannot be asked to leave the premises while they carry out the entry.

If you want to be at home when the lessor or provider enters, you can try to arrange a mutually agreed time with them.

Can you refuse Entry?

You cannot refuse access if you have been given the required Entry Notice with the correct notice period and the proposed entry time is reasonable.

If the entry notice does not satisfy the requirements of the Act, you can refuse access.

If you receive an Entry Notice and dispute the proposed entry, you should immediately contact the Housing Team to discuss the issue.

Put any proposals or agreements you reach about the entry in writing.

Repairs & Maintenance

When you rent a place to live the YASC Housing Team must ensure the place is fit for you to live in and is in good repair.

The Housing Team:

- is responsible for the repair and maintenance of the premises, including common areas or shared facilities;
- must ensure the place is in good repair, is clean, fit for you to live in, is reasonably secure and complies with laws relating to health and safety.

The tenant:

- is responsible for keeping the premises clean having regard for their condition at the start of the agreement;
- must promptly report any repairs or maintenance to the Housing Team who has to carry out the repairs within a reasonable time;
- cannot make changes or add fixtures to the premises without written permission, or intentionally damage the premises, facilities or common areas – the tenant will be held responsible for the cost of damage caused by you or your guests.

When you move out, you must leave the premises in a clean condition, similar to the condition when you moved in but you are not responsible for reasonable wear and tear during your tenancy.

Emergency Repairs

Emergency repairs are defined as:

- A burst water service or a serious water service leak;
- A blocked or broken lavatory system;
- A serious roof leak;
- A gas leak;
- A dangerous electrical fault;
- Flooding or serious flood damage;
- Serious storm, fire or impact damage;
- A failure or breakdown of the electricity or water supply to the premises;
- A breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
- A fault or damage that makes the premises unsafe or insecure or is likely to injure a person, damage property or unduly inconvenience a tenant;
- A serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to or using the premises.

If emergency repairs are required, immediately notify the Housing Team or nominated repairer. If you are unable to contact the Housing Team, or if the emergency repairs are not done within a reasonable time, you can arrange for a suitably qualified person to carry out the

repairs. You should get more than one quote before arranging for the repairs to be done. You can spend an amount equal to two weeks rent on emergency repairs. You can then request reimbursement from the lessor for the cost of the repairs by writing to the Housing Team, enclosing a copy of the repair receipt and requesting reimbursement within seven days. Keep a copy of the letter, the original receipt and copies of all quotes as evidence.

Tenant Damage

If the tenant or guests deliberately damage the premises, you may be responsible for the cost of the repairs.

Damage should be reported to the Housing Team and an agreement reached about any repairs. If you do not notify the lessor, agent or provider about damage to the premises and the problem becomes bigger, you could be held responsible for any additional damage.

If you don't report damage, it may be noticed during a routine inspection.

The Housing Team can give you a Notice to Remedy Breach requesting that you repair damage you have caused.

If you receive a notice about repairs but do not believe you or your visitors have caused the damage, you can dispute this notice.

Reason for entry	Minimum notice required
General tenancies and moveable dwellings	Required Notice
To inspect the premises (except a short tenancy moveable dwelling). Inspections can only occur once every three months unless you agree otherwise.	7 days
To inspect the premises for a short tenancy moveable dwelling.	24 hours
To inspect repairs or maintenance within 14 days after completion of the work.	24 hours
To inspect that a significant breach of the agreement has been remedied by you (you must have received the correct notification about the breach and re-entry must be made within 14 days of the end of the remedy period).	24 hours
To carry out repairs or maintenance. ¹	24 hours
To comply with requirements of the Fire and Rescue Service Act in relation to smoke alarms, or to comply with requirements of the Electrical Safety Act in relation to approved safety switches. ¹	24 hours
To show the premises to a prospective buyer or tenant. You must have received written notice that the lessor intends to sell the property, or a notice to end the tenancy must have been issued, before you can be given the first Entry Notice. A reasonable time must elapse between each entry to show premises to a prospective tenant or buyer.	24 hours
To allow for valuation of the premises.	24 hours
If the lessor or provider believes you have abandoned the premises.	24 hours
If you agree to the entry (no written notice required).	Any time as agreed
In an emergency.	No notice required
If the lessor or provider believes on reasonable grounds that entry is necessary to protect the premises from damage.	No notice required
To maintain your site in a moveable dwelling park.	No notice required, if your agreement states the frequency and the conditions under which entry can be made.

Animals

All community members must comply with the YASC Sub-Ordinate Law (Animal Management) which affects everyone who lives in the community.

What does it mean?

- All horses, dogs, and cats have to be registered with Yarrabah Aboriginal Shire Council.
- All horses, and dogs have to display at all times an identification collar with registration tag.
- No horses are to be kept or ridden in the town area.
- Horses MUST be kept in a secure, fenced yard no smaller than 0.4 hectares (one acre).
- Horses, dogs and cats MUST be de-sexed by 6 months old.
- Residents living in community are not to have more than two animals in each household: 2 dogs or 2 cats or 1 dog and 1 cat.
- Dogs and cats must be kept within the yard of their property behind locked gates.
- No animals are to be kept inside Council-owned properties.

What is YASC be allowed to do?

- Impound any unregistered horses, dogs and cats.
- Fine the owner for not looking after their animals.
- Fine the owner for allowing their animals to be out on the streets.
- Destroy dangerous animals.
- Remove, sell or destroy unclaimed animals.

Your animals are your responsibility – be a responsible animal owner.

Notice to Remedy Breach

The Notice to Remedy Breach (Form 11) is used during a tenancy by the YASC Housing Team if they believe there has been a breach of the tenancy agreement.

The notice will explain the alleged breach and directs the person receiving it to fix the problem within a specific time frame.

If the tenant does not agree there has been a breach, they should try and resolve it with Housing Team.

General breaches for wilful damage, noisy parties, car wrecks, unlawful activity, excess animals or failing to keep the property to a clean and liveable standard, or unpaid rent, must be resolved within seven days.

If agreement cannot be reached, the Residential Tenancy Authority's free dispute resolution service may be able to help.

Rent breaches

If your rent is late the Residential Tenancies Act sets out a process the Housing Team must use to solve the problem.

- If your rent is seven days late, the Housing Team can give you a Notice to Remedy Breach for rent arrears. The notice must give you at least seven days to bring the rent payments up to date.
- If you fail to pay the rent by the date shown on the notice, the Housing Team can give you a Notice to Leave, giving you seven days notice to move out.

The lessor or provider can apply to the Tribunal to end your agreement if you breach your agreement in a similar way three times in a 12 month period.

If you have difficulties paying rent talk to the Housing Team and put any agreements you make in writing.

Copies of rent receipts, or a record of your rent payments provide evidence if you have a dispute.

If you owe rent when you move out, the Housing Team, you may be listed on a tenancy database, making it difficult to rent in the future.

Reasons Tenants can be breached

- All animals need to be registered with Yarrabah Aboriginal Shire Council.
- No more than two animals to be kept on or in the property.
- No car wrecks on, in or around the property.
- The property (inside and out) must be kept clean and tidy.
- Rent must be kept two weeks in advance at all times.
- No excessive noise during the day - be mindful of your neighbours.
- Parties must be registered with the Yarrabah Police Station.
- Parties/loud excessive music should not continue after 9pm from Sunday to Thursday.
- Parties/ loud excessive music should not continue after midnight on Friday and Saturday.

What is the Housing Team be allowed to do?

- Impound any unregistered animals, and fine the owner for not looking after their animals or allowing them out on the streets.
- Destroy dangerous animals.
- Remove, sell or destroy unclaimed animals.
- Failure to fix a breach or a continuance of a breach will result in you being issued a Notice to Leave (Form 12).
- Without grounds the Housing Team can give you two months' Notice to Leave.
- With Grounds time frames will vary:

- Unresolved rent arrears – 7 days notice
- Unresolved general – 14 days notice
- Noncompliance with a QCAT Order – 7 days
- Serious breach – 7 days
- Death of a Sole tenant – 2 weeks

Your tenancy is your responsibility – be a responsible tenant.