

General Policy Burke Shire Council Accommodation Policy



BURKE SHIRE
Council

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1. Purpose

Council manages numerous residential properties in Gregory and Burketown. These range from one bedroom units to three bedroom houses. This Policy provides a framework for the allocation and management of those residential properties in accordance with Council's strategic and operational requirements and the Residential Tenancies Authority (RTA).

2. Scope

This Policy applies to employees of Council and individuals residing in Council properties. This Policy does not form part of any employee's contract of employment.

3. Date of Policy

This Policy will commence from the date of policy adoption. It replaces all other Council accommodation policies.

4. Definitions

| | |
|----------|--|
| Fixtures | Fixtures are things that are attached to, or installed in, the property (e.g. picture hooks) |
| Lessor | The entity (Council) who is offering the property for rent |
| RTA | Residential Tenancies Authority |
| Tenancy | Rental possession of a Council property as a tenant |
| Tenant | Person who occupies property rented from Council |

5. Policy Provisions

Council acknowledges that there is a shortage of available housing in the Burke Shire, particularly in Burketown. Council aims to provide appropriate and sufficient staff accommodation in order to deliver effective Council services.

Council is not adequately equipped or resourced to serve as a provider of community housing. It is however supportive of efforts to increase levels of community housing through State and other providers, where housing allocations are aligned with the Queensland Housing Strategy 2021-2025 Local Housing Action Plan - Burke Shire Council.

The allocation or withdrawal of housing will depend on the operational requirements of Council as approved by the CEO following consideration by and recommendations from the elected officials.

Council may allocate or withdraw a housing allocation without reason and at the CEO's discretion, subject to notice requirements pursuant to the RTA. The initial provision of housing does not constitute an ongoing right to housing.

5.1 Housing Demand

There are different demands for housing that support the delivery of Council services. These are:

- a) **Executive Staff Housing:** This is core housing that has been identified as being essential to attract and retain executive staff. It is expected that rural and remote Councils would include quality housing as part of an employment package. Depending on circumstances and personal preferences, there may be high expectations in the market place as to the type and quality of housing provided for executive staff.
- b) **Key Staff Housing:** This is core housing that has been identified as being essential to attract and retain key staff who, in most circumstances, have skills, qualifications and experience that is highly sought after and who are likely to be recruited from outside of the commute distance, to the place of employment.
- c) **Other Staff Housing:** This is housing that may be allocated for Council employees, who may otherwise be unable to purchase or rent a suitable property from private or other sources.
- d) **Contractor Accommodation:** Council may need to provide accommodation to meet short or long-term needs of consultants or temporary staff engaged by Council, or Council staff visiting from other locations.
- e) **Residential Housing:** This is housing that has been identified as being necessary to meet demand for rental accommodation in the community.

5.2 Eligibility

5.2.1 Staff

To be eligible for Council housing, employees must meet the following criteria:

- Be a full-time or permanent part-time employee of Council;
- In exceptional circumstances or when operationally required, casual employees may be considered;
- Have demonstrated satisfactory work performance;
- Be appointed to meet an organisational need;
- Have not breached conditions of use of housing or behaved in a manner that constitutes grounds for eviction;
- Do not own or lease housing that is within a reasonable distance of the Council housing being offered.

The provision of housing is not an industrial right, but offered as an incentive to attract and retain competent staff for specific roles within Council. There is no guarantee of housing or an ongoing right to housing for a staff member, unless specified within a contract.

5.2.2 Contractor

Eligible contract staff must either be employed, with Council accommodation forming part of their contract of employment, or occupying Council accommodation while visiting the Shire for a short-term project or engagement. There is no requirement for Council to offer or provide long-term accommodation for contractors. Therefore, the provision of accommodation for contractors shall be at the discretion of the Chief Executive Officer, in order to meet the service needs of the Council. Council will retain housing for contractor/temporary staff use as required.

5.2.3 Residential Accommodation

Residential accommodation may be available for lease to community members from within the Burke Shire community.

Community members currently leasing Council housing will remain eligible to continue doing so. Council staff members currently leasing Council units at Lot 172 Musgrave Street will remain eligible to continue doing so.

5.3 Allocation

The allocation of staff housing shall be determined by the Chief Executive Officer (or delegate) based on the following criteria:

- a) Executive staff housing (reserved for senior positions);
- b) Key staff housing (for filling a position that cannot be filled locally);
- c) Exemplary performance in their role – no absenteeism or disciplinary issues;
- d) Family size;
- e) Availability;
- f) Operational needs;
- g) Length of service;
- h) Length of time on the housing waiting list.

All persons applying for housing will be required to complete the appropriate Application for Housing Form (ADM-FRM-019). Upon receipt of the application, referees and past rental history will be checked and Council's Housing Register will be updated with these details. All details of the applicant will be kept confidential.

The Chief Executive Officer or delegate will communicate an offer to the applicant, including rental charges and bond requirements. If accepted, all relevant data will be provided to the Housing department for the RTA paperwork and registers to be completed, in accordance with Council's Accommodation Procedure.

The Chief Executive Officer has the authority to allocate accommodation where there is a definite need due to hardship or emergency. The exercise of this power is subject to background checks being carried out, including thorough liaison with Councilors. Any such allocation should be limited to the minimum amount of time necessary, and no longer than 3 months.

Council may reallocate housing, including moving tenants to different housing, if required for operational reasons, or with regard to any of the allocation criteria under section 6, or without reason.

Persons are expected to accept the offer of housing available at the time. A refusal of a reasonable offer may impact upon future housing allocation. The decision of the Chief Executive Officer is final.

5.4 Tenancy Agreements and Bonds

All persons occupying Council housing, other than those in short-term accommodation, are required to sign a General Tenancy Agreement and abide by the standard terms of the General Tenancy Agreement with the guidelines of the Residential Tenancies and Rooming Accommodation Act 2008 (The Act). Any additional special terms written into the General Tenancy Agreement need to be adhered to.

Those in short-term accommodation are required to sign a short-term tenancy agreement (HOU-FRM-004).

All new tenants that are not Council employees, other than those in short-term accommodation, will be required to pay a four (4) week bond at the commencement of tenancy. Council staff will incur deductions from wages or final salary for any damages to property. The Chief Executive Officer has authority to approve a reasonable payment scheme for bonds.

5.5 Rent

See Appendix 1 for rental rates

5.5.1 Payment of Rent

Rent is to be paid fortnightly in advance by one of the following methods:

- Deduction from wage / salary of employee
- Direct debit / bank deposit
- EFT at the Council Administration Office

For Council staff, payment will be by deduction from wage / salary. Staff will be advised with 2 months' notice of any proposed change in rental rates. The new rental rate will then be automatically applied to the first relevant pay period.

5.5.2 Rent payment during leave without pay

It is expected that employees will continue to pay rent during any periods of leave without pay unless otherwise approved in writing.

5.5.3 Rent Reviews

Rental reviews will be carried out on an annual basis as part of the annual Council budget process and rental rates may be adjusted accordingly.

5.5.4 Payment of Utilities

Tenants are required to meet the full costs of gas, electricity, internet and telephone and yard maintenance unless it is stated otherwise in their contract of employment or Tenancy Agreement.

5.6 Furnishings

To reduce the administration and financial burden upon Council that comes with the provision and management of furniture, Council encourages tenants to supply and maintain their own furniture. Furthermore:

- Furnished or partially furnished accommodation may only be offered to staff if available and at the CEO's discretion;
- Self-contained accommodation will only be offered to temporary staff/contractors;

Details of furniture allocations can be found at appendix 2.

5.7 Conditions of Tenancy

5.7.1 Property Inspections and Entry Notice Periods

A pre-tenancy inspection will be undertaken to complete a 'Entry Condition Report' to record the condition of the property at the start of the tenancy.

A post tenancy inspection will be undertaken to complete a 'Exit Condition Report' on, or around, the last day of tenancy. It shows the condition of the property when the tenant leaves to ascertain if the property is in the same condition as when the tenant moved in, apart from fair wear and tear.

During the tenancy, there will be periodic inspections carried out 6-monthly, or at the discretion of Council, to inspect the property and ensure that the tenant is adhering to the tenancy conditions.

Entry Notice Periods:

| Lawful purpose of entry | Notice | Further information |
|--|--------------------|--|
| To inspect the property | 7 days | A maximum of one routine inspection in a three month period unless agreed to by the tenant. |
| A follow up inspection to check a significant breach has been fixed | 24 hours | Entry must occur within 14 days of the expiry date on the Notice to Remedy Breach (Form 11) |
| To carry out repairs or maintenance to the property including safety switch and smoke alarm installation | 24 hours | Entry can occur without notice if the property is located in a remote area and there is a shortage of tradespeople |
| A follow up inspection to check on repairs undertaken | 24 hours | Entry must occur within 14 days of the maintenance or repairs being completed. |
| If you reasonably believe the property has been abandoned | 24 hours | |
| If the tenant agrees that you or your agent can enter | At the agreed time | |

5.7.2 Cleanliness and Maintenance

At the start of the tenancy, Council will ensure the premises and inclusions are clean, fit to live in and are in good repair. It is the responsibility of the tenant to ensure that the premises are maintained to this standard.

As per s188 of the Residential Tenancies and Rooming Accommodation Act 2008:

- The tenant must keep the premises and inclusions clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises or inclusions.
- At the end of the tenancy, the tenant must leave the premises and inclusions, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

5.7.3 Repairs and Maintenance

Leaving faults unreported will cause further damage to the property.

- All repairs/maintenance must be reported, in writing, via Council's Building Maintenance Request Form as soon as they occur;
- Tenants shall be required to pay for any damages to the dwelling that may occur through negligent or malicious behaviour by the tenant or by guests of the tenant to the property;
- All maintenance requests will be subject to the availability of funds in Council's Housing Maintenance budget allocation and the prioritisation relative to all other outstanding maintenance requests;
- Fair wear and tear is acceptable and will be corrected by routine maintenance;
- Tradespeople will only undertake maintenance works as per the work order, and will not be able to add extra works on site by request of the tenant. Any works added by the tenant without the approval of Council will be charged for the work undertaken.
- It is not the responsibility of Council to supply or replace batteries, light bulbs or sink;
- Council is not responsible to supply insect spray, hoses and connections, sprinklers, or cleaning products and equipment;
- Tenants are permitted to carry out minor renovations or improvements to their residence, subject to the approval of the Chief Executive Officer or his/her delegate. This includes the use of nails/screws or any other permanent wall or ceiling fixtures;
- If a tenant installs a fixture or makes a structural change without written permission from the Council they will be issued a Notice to remedy breach (Form 11) giving them 7 days to fix the problem. This notifies the tenant to reinstate the property to the original condition, at the tenants cost.

5.7.4 Garden Maintenance

Council is not responsible for maintaining the gardens or grounds with the exception of the grounds at the Units 1-7/172 Musgrave Street.

At Units 1-7/172 Musgrave Street:

- No alterations are to be made to garden beds without written approval from Council;
- All plants must be in pots – no plants are to be put into the ground;
- No vines/creepers are permitted to be planted.

All tenants other than those with yard maintenance in their contract are responsible for carrying out their own yard maintenance. This includes:

- Animal proofing fences. Fence lines damaged by tenants' or their pets is the responsibility of the tenant. General maintenance as a result of wear is the responsibility of Council ;
- Council's expectations are that the yard is regularly watered / mowed and weeds are controlled;
- Yards and the public strips around the property are to be free of rubbish and presented in a tidy manner at all times.

5.7.5 Smoke Alarms

Council must:

- Install smoke alarms in compliance with the Fire and Emergency Services Act 1990;
- Replace smoke alarms before the end of their service life (smoke alarms are required to have a recommended service life of at least 10 years under normal conditions of use);
- Test and clean smoke alarms before the start or renewal of a tenancy;
- Not remove a smoke alarm or do anything to reduce the effectiveness of the alarm (e.g. paint it).

The tenant must:

- Test and clean (by vacuuming or dusting) smoke alarms at least once every 12 months;
- Advise if there is any issue with the alarm;
- Allow Council right of entry to install/test smoke alarms;
- Not remove a smoke alarm or do anything to reduce the effectiveness of the alarm (e.g. paint it).

5.7.6 Co-Tenancies

When two or more persons share occupancy of any residence, a co-tenancy agreement under the Act will apply. In the case of a co-tenancy all parties are responsible for the tenancy agreement. Co-tenants are considered jointly and individually liable for the tenancy. Any monies owed to the lessor is recoverable by a claim against all the tenants or one tenant for the whole amount.

Council will not allow non-Council employees to be co-tenants where an employment- based lease is in force. Such individuals may be listed as authorized residents in the addendum to the lease only.

5.7.7 Pets

Tenants must seek permission to house pets on the property and will only be permitted to keep a pet if:

- The property is suitable for keeping a pet, e.g. fenced, suitable area or style of housing;
 - No pets are allowed in the units at Lot 172 Musgrave Street, Burketown;
- The tenant accepts all responsibility for damage done by pets;
- The pet does not interfere with the reasonable peace, comfort and privacy of neighbours;
- The pet is registered with Council as required and secured within the property boundaries.

Pets are not permitted inside any residence. The allowable number of dogs in a Council property is determined by the provisions outlined in *Burke Shire Council Local Law No. 2 (Animal Management) 2013*.

5.8 End of tenancy agreement and vacation of properties

Council may, at its sole discretion, elect to terminate a tenancy agreement if the tenant no longer meets the eligibility requirements outlined in Section 5 above or for Council operational reasons including staff restructure or sale of property.

Council may terminate a tenancy, in exceptional circumstance, where the tenant takes extended leave or unpaid leave of greater than 8 weeks, or is unable to actively participate in the workforce in their usual duties for any reason for a period of at least 8 weeks.

Under the Act, notice may be given to terminate the rental agreement if:

- The person has not paid rent for 14 days;
- Council or the tenant breaks the agreement;
- Council or the tenant fail to give vacant possession at the end of the fixed term set out in the Agreement;
- Where an employee voluntarily resigns from their position with Council or abandons their employment or the Employee's employment relationship with Council is terminated.

5.8.1 Termination of Employment with Council

Employees will be required to vacate a Council residence where employment ceases either by resignation, retirement or termination. They must continue to pay rent up to the date they vacate the property. Former employees will be required to vacate Council premises no later than two weeks from their last day of service unless otherwise approved in writing.

5.8.2 Vacancy Procedure

In the event that a person vacates the premises under the terms of the Act, the person must:

- Notify Council of their intention to leave by the appropriate RTA Form as soon as the person is aware of the pending vacancy; and
- Clean the premises (the premises should be in the same condition as when the tenant moved in – fair wear and tear excepted); and
- Notify Council of their forwarding address; and
- Hand over vacant possession including return of keys to the appropriate Council Officer. Failure to return keys will result in rent being charged until such time as keys are returned.

A house is defined as vacant when a person has physically moved out of the house, including removal of furniture and personal property, cleaned the residence, and keys for the property have been handed back to the Council.

5.9 Tenancy Breaches

A breach of a tenancy agreement is when Council or the tenant break any part of the agreement.

If a tenant breaches the tenancy agreement Council will issue a Notice to remedy breach (Form 11). This gives 7 days to fix the problem. The tenant may apply to the RTA's dispute resolution service for help. If the tenant does not fix the problem (i.e. the breach) within the allowed time, Council may issue a Notice to leave (Form 12) giving 14 days to leave the property for a general breach or 7 days for failing to pay rent.

A repeat breach is when 2 or more notices have been given for the same breach within 12 months. When a third breach occurs, Council or the tenant can apply to QCAT to have the tenancy agreement ended, provided:

- A Notice to remedy breach (Form 11) was given each time;
- Each breach was for the same problem and was rectified; and

- The problem is of a serious nature. Examples of tenant breaches:
- not paying rent;
- damage to the property;
- noise complaints;
- keeping a pet without permission;
- animal cruelty;
- Illegal activity including domestic abuse;
- more tenants in the property than stated on the agreement. A serious breach will result in Council ending the tenancy.

5.10 Disputes, Complaints and Grievances

A number of internal and external processes and resources exist to assist with the management of disputes, complaints and grievances.

Council intends to provide a level of customer service that does not attract complaints however, it acknowledges the right of tenants to provide feedback, both positive and negative, on the service provided. This includes the right to lodge a complaint about a decision or action it takes.

Making a Complaint:

Where a complaint or potential breach of a tenancy agreement exists:

- The tenant should contact Council to try and resolve the problem:
 - Complaints may be made in writing, by email or verbally;
 - Where a verbal complaint is made, it is expected to be done so in a calm and civil manner (*abuse or harassment of Council staff or contractors is not acceptable and may result in disciplinary action under Council Policy and/or s297 of the Residential Tenancies and Rooming Accommodation Act 2008*).
- If the tenant is not satisfied with the process, they can issue a notice to remedy (RTA form 11) breach giving the property manager/owner at least 7 days to fix the problem;
- If the problem is not fixed at the end of the breach timeframe the tenant can:
 - Apply for dispute resolution (fixed and periodic agreements); or
 - If the matter is still not resolved they may apply to QCAT to seek an order to rectify the problem, or seek compensation; or
 - Give a notice of intention to leave (RTA Form 13) to end the tenancy (timeframes apply and if the tenant chooses to end a fixed-term agreement early they may need to pay compensation for breaking the lease).

5.11 Expected Behaviour

Tenants may not harass, intimidate or verbally abuse Council staff, or other parties employed by Council to assist in the management of property. As per s297 of the Residential Tenancies and Rooming Accommodation Act 2008:

- (1) The lessor may apply to a tribunal for a termination order because the tenant—

- (a) has harassed, intimidated or verbally abused—
 - i. the lessor or lessor’s agent; or
 - ii. a person occupying, or allowed on, premises nearby; or
- (b) is causing, or has caused, a serious nuisance to persons occupying premises nearby.

- (2) An application under this section is called an application made because of objectionable behavior.

Due to the units in Lot 172 Musgrave Street, Burketown being complex style accommodation, tenants are expected to abide by the following:

- (1) DO NOT park on the grass. Parking in the complex is for tenants ONLY. All visitors are to park outside the complex
- (2) Noise is to be kept to a minimum after 8pm each night
- (3) NO Pets allowed

6. Key Responsibilities

| Position | Responsibility |
|--------------------------|---|
| Mayor | To lead councillors in their understanding of, and compliance with, this policy. |
| CEO | To lead staff (either directly or through delegated authority) in their understanding of, and compliance with, this policy. |
| Directors | To communicate, implement and comply with this policy. |
| Managers and Supervisors | To implement this policy and related procedures. |
| All Council staff | To comply with this policy and consider its implications for related projects and programs. |

7. Related Documents

| Legislation/Regulations | Awards | BSC Policies | Procedures |
|---|--------|--------------|--------------------------------|
| <p><i>Local Government Act 2009</i></p> <p><i>Residential Tenancies and Rooming Accommodation Act 2008</i></p> <p><i>Residential Tenancies and Rooming Accommodation Regulation 2009</i></p> <p><i>Burke Shire Council Local Law No. 2 (Animal Management) 2013</i></p> <p><i>Burke Shire Council Local Law No. 3 (Community and Environmental Management) 2013</i></p> | | | <p>Accommodation Procedure</p> |

Appendix 1 – Rent

Council's tenants who reside in a Council residence will be charged the following weekly rental rates:

| ACCOMMODATION TYPE | Rates from 25 Sep 2023 to 30 July 2024 | Rates from 1 st August 2026 to 30 July 2027. |
|--|--|---|
| Three bedroom, two bathroom house | | |
| Partially furnished | \$276 | \$288 |
| Unfurnished | \$231 | \$241 |
| Three bedroom, one bathroom house | | |
| Partially furnished | \$260 | \$271 |
| Unfurnished | \$225 | \$234 |
| Two bedroom house | | |
| Partially furnished | \$255 | \$266 |
| Unfurnished | \$207 | \$216 |
| One/Two bedroom unit | | |
| Partially furnished | \$248 | \$258 |
| Unfurnished | \$183 | \$191 |

Appendix 2 – Furnishings

Furniture and whitegoods for housing will be provided as set out below subject to Council's Housing budget. The provision of furniture and white goods will also take into account the size of the house and the layout of the property. No personal requests will be taken with regards to this provision.

Partially Furnished accommodation contains:-

- White goods – 420L fridge/freezer, 7kg washing machine
- Access to the use of a Council mower and whipper snipper (unit grounds to be maintained by council – Lot 172 Musgrave Street)
- Curtains

Unfurnished accommodation contains:-

- Access to the use of a Council mower and whipper snipper (unit grounds to be maintained by council – Lot 172 Musgrave Street)
- Curtains