EMPLOYEE HOUSING
REAL PROPERTY
POLICY & PROCEDURES
Policy Statement

All employees of Queensland Health who permit the occupation or use of Queensland Health employee housing assets AND those who acquire properties for the use of employee housing must abide by the practices outlined in this policy and the elements detailed in the accompanying Procedure Manual.

The chief purpose of this policy is to ensure that any agreement for employee housing is initiated in accordance with best practices for asset management and to promote consistency of practice by Queensland Health in the provision, maintenance and management of employee housing.

Issues addressed include property management, the approval process, delegations, legislative compliance, corporate requirements, government rental policy, maintenance, accommodation standards and references to the Industrial Relations Manual and Award Entitlements.

Scope and Application

This policy applies to all Queensland Health employees (permanent, temporary and casual) and to all organisations and individuals acting as its agents (including Visiting Medical Officers and other partners in care, contractors, consultants and volunteers); and

This policy applies to all agreements for the acquisition and occupation and/or use, by any persons or organisations, by lease or licence of any employee housing under the control of Queensland Health Corporate Office or Health Service Districts (HSD’s). Hotel accommodation and overnight accommodation for travellers is specifically excluded as being outside the scope of this policy.

Supersedes

All policies previously developed to deal with asset management of employee housing excepting those policies which operate in conjunction with this document.

Compliance

Non-compliance with this policy potentially exposes Queensland Health to legal and other risks.

Further, non-compliance with this policy by Queensland Health staff may result in disciplinary action being taken for breach of Queensland Health’s Code of Conduct.

Queensland Health staff, and individuals and organisations acting as agents for the Department, should also be aware of their legislative confidentiality obligations (e.g. section 63 of the Health Services Act 1991 (Qld)) and that the breach of those obligations may result in prosecution and the imposition of a penalty.

Review Cycle and Responsibilities

A review of this policy will be initiated by Planning & Development Unit (PDU) by 30 June 2013.

Legislation, Delegations and Associated Documentation

Relevant legislation and associated documentation includes, but is not limited to, the following:

- Residential Tenancies Act 1994
- Health Services Act 1991
- Acts Interpretation Act 1954
- Land Act 1994
- Land Title Act 1994
- Property Law Act 1974
- Integrated Planning Act 1997
- Native Title Act 1996 (Com) and (Qld)
- Telecommunications Act 1997 (Com)
- Financial Administration and Audit Act 1977
- Real property delegations & Contract Signing Delegations
1) BACKGROUND

The Queensland Health housing stock has been identified as a significant component of the Queensland Health asset base. Audits undertaken in 1995 and 1997 identified up to 1300 individual units of accommodation across the department. Amendments to the Residential Tenancies legislation in 1998 imposed the same requirements on the State Government as were imposed on private owners renting to the public. Breaches of the legislation can result in significant penalties being imposed on either party.

The size of the portfolio and requests for guidance by HSDs resulted in an issues paper on residential accommodation being circulated in 1999. Important issues raised included the need to attract and retain staff in certain locations by managing employee housing efficiently and effectively.

This policy and the accompanying procedure manual are the result of ongoing research and investigations following feedback from the issues paper and aims to give guidance for the most practical and useful solutions in the management of the portfolio.

When leasing a residential dwelling for residential purposes in Queensland, both the owner and the tenant are bound by the Residential Tenancies Act 1994. This legislation applies to all types of residential tenancies. For example, private tenants who rent directly from the lessor or agent, public/community housing tenants, government employee housing tenants, and tenants in general employee housing. While the Act applies to all these residential tenancies, some parts of the Act differ for some types of tenants and certain agreements such as Employer head leases and board and lodging agreements will fall outside the ambit of the Act.

This policy and the accompanying procedure manual have been designed to give easy access to the issues that the Residential Tenancies Act 1994 covers, to the regulations that apply, and how these specifically relate to Queensland Health. The manual also identifies corporate office requirements, delegations and reporting requirements needed to ensure the ability of Queensland Health to undertake the strategic management of the portfolio and to comply with corporate reporting needs.

Implementation will be simplified by the use of Employee Housing Quick Guides included as part of the manual.

The recent implementation of the Managing for Outcomes framework, the adoption of accrual accounting, and the growing emphasis on asset management and the associated management of risks, necessitate the requirement to formalise all arrangements regarding the use of Queensland Health real property.

Queensland Health has implemented procedures for the management of revenue and expenditure leases and licences. It is intended that the Employee Housing policy will apply to all employee housing agreements for the use of Queensland Health land and buildings whether revenue or expenditure in nature.

2) DELEGATIONS AND APPROVAL

Generally the roles and responsibilities of different officers will depend on the agreement type and the use of the land or building. By an Instrument of Delegation the Minister delegated the right to approve residential tenancy agreements on freehold land to District Managers. The same instrument delegated expenditure lease approvals such as are required for a head lease to the Director-General, the Executive Director Corporate Services, the Area Managers (Health Services) and the Executive Director, Capital Works and Asset Management Branch.

The approval process for head leases for freehold and other types of tenure (including Hospital Reserves) will depend on the relevant legislation and will, in all cases, commence with an application to the Manager, Property, Planning & Development Unit (PDU).

This policy requires all officers dealing in employee housing agreements to comply with the procedures, as amended from time to time in the Employee Housing Real Property Procedure Manual.

3) OUTCOMES

Employee Housing Agreements will be created and managed in accordance with the Employee Housing Procedure Manual.
The following outcomes will be essential for all agreements:-

I. Every dealing will comply with the procedures, as amended from time to time, in the Employee Housing Procedure Manual.

II. Every agreement will be in writing in the approved form.

III. Evidence of market rent or fees will accompany any application for approval to lease or licence regardless of amount being charged.

IV. Negotiations will not impose unnecessary legal, financial or operational burdens on Queensland Health.
TABLE OF CONTENTS

EMPLOYEE HOUSING REAL PROPERTY POLICY ................................................................. 2
1) BACKGROUND ........................................................................................................... 3
2) DELEGATION OF RESPONSIBILITIES ...................................................................... 3
3) OUTCOMES ............................................................................................................... 3

EMPLOYEE HOUSING PROCEDURE MANUAL .............................................................. 5
1) PURPOSE .................................................................................................................... 9
2) FLOWCHARTS OF PROCEDURES ............................................................................ 10
3) KEY ELEMENTS OF THE PROCEDURES MANUAL – ROLES & RESPONSIBILITIES 15

3.1 Roles in Queensland Health’s Employee Housing .................................................. 15
3.1.1 Role and Function of Planning & Development Unit (PDU) ................................. 15
3.1.2 Role and Function of Health Service Districts ..................................................... 15
3.1.3 Levels of Responsibility – Residential Accommodation .................................... 16
3.1.4 Levels of Responsibility within the Asset Controller’s Area .............................. 16
3.2 Approval of Agreements, Delegations and Revenue Retention ............................... 17
3.2.1 Property Delegations .......................................................................................... 17
3.2.2 Factors for Consideration prior to Approval of Leases ....................................... 17
3.2.3 Execution of Leases on Freehold Land ............................................................... 17
3.2.4 Revenue Retention ............................................................................................ 17

4) ALLOCATION OF ACCOMMODATION .................................................................. 19
4.1 Preparation of Allocation Policies by Health Service Districts ............................... 19
4.2 Consideration of Fringe Benefits Tax (FBT) ........................................................ 19
4.3 Why is Housing Provided? .................................................................................... 20
4.4 Who is Eligible? ..................................................................................................... 20
4.5 Determining the allocation for different types of housing ..................................... 20
4.5.1 Housing ............................................................................................................ 20
4.5.2 Multi-Unit Dwellings (includes units, flats, units, duplexes, townhouses) ......... 20
4.5.3 Share accommodation ...................................................................................... 21

5) PRINCIPLES FOR ACQUISITION OF ADDITIONAL HOUSING UNITS ................. 21
5.1 How is Housing Provided? .................................................................................... 21
5.2 Lease, Purchase and Construction of Accommodation ......................................... 22
5.3 Qualifying the need to Lease Additional Accommodation ...................................... 22

6) AGREEMENTS USED IN THE PROVISION OF EMPLOYEE HOUSING ................. 23
6.1 Types of Agreements .............................................................................................. 23
6.2 Agreements with Employees .................................................................................. 23
6.2.1 Residential Tenancy Agreements ....................................................................... 24
6.2.2 Board and Lodging Agreements ....................................................................... 24
6.3 Tenancy Agreements with External Organisations ................................................ 25
6.3.1 Private Sector Leasing ...................................................................................... 25
6.3.2 Agreements with the Government Employee Housing Branch, Department of Public Works .................................................. 25
6.3.3 Construction, Purchase and Purchase ............................................................... 25

7) MANAGEMENT OF EMPLOYEE HOUSING ........................................................... 26
7.1 Document and Database Management ................................................................. 26
7.2 Physical Management ............................................................................................ 26
7.3 Financial Management .......................................................................................... 26

8) RENTS ....................................................................................................................... 28
8.1 Rental Commencement and Cessation ................................................................... 28
8.2 Rental Deductions .................................................................................................. 28
8.3 GST and Residential Tenancies ............................................................................. 28

9) DOCUMENTATION AND THE RESIDENTIAL TENANCIES ACT 1994 ................. 30
9.1 Introduction to the Residential Tenancies Authority (RTA) .................................. 30
9.1.1 Tenancy Information ......................................................................................... 30
9.1.2 Dispute Resolution Service ............................................................................... 30
9.1.3 Compromise ..................................................................................................... 30

Sponsor: Senior Directors – Planning & Development / Design Standards Units, CWAMB
Form: GDL – 010
Title: Employee Housing – Real Property – Policy & Guidelines
Date revised: October 2008
10 RENTAL BONDS

10.1 Rental Subsidy ........................................................................................................................................35
10.2 Who Pays Bonds? ................................................................................................................................35
10.3 Lodging Rental Bonds ..........................................................................................................................36
10.4 Refunding Rental Bonds .........................................................................................................................36
10.5 Guidelines for Claiming of Damages ....................................................................................................37
  10.5.1 General Damages ...........................................................................................................................37
  10.5.2 Painting .........................................................................................................................................37
  10.5.3 Cleaning .........................................................................................................................................37
  10.5.4 Glazing ...........................................................................................................................................37
  10.5.5 Flywire ..........................................................................................................................................37
  10.5.6 Plumbing Blockages .......................................................................................................................38
  10.5.7 Water Pipes ...................................................................................................................................38
  10.5.8 Electrical .......................................................................................................................................38
  10.5.9 Clothes Hoists .................................................................................................................................38
  10.5.10 Grounds .......................................................................................................................................38
  10.5.11 Tenant Alteration/Additions .........................................................................................................38
  10.5.12 Household Pests ............................................................................................................................38
  10.5.13 Keys and Locks .............................................................................................................................38
  10.5.14 Air conditioners ............................................................................................................................38
  10.5.15 Swimming Pools ..........................................................................................................................38

11 UTILITIES

11.1 Electricity (& gas) .................................................................................................................................39
11.2 Telephone .............................................................................................................................................39
11.3 Water ....................................................................................................................................................39
  11.3.1 What does the Act say about water charges? ...............................................................................39

12 INSPECTIONS

12.1 Entry Condition Reports & Inventories ...............................................................................................41
12.2 Exit Condition Reports ..........................................................................................................................42
  12.2.1 Improvement by Tenants ................................................................................................................42
12.3 Routine Inspections ...............................................................................................................................43
12.4 Rules of Entry .......................................................................................................................................43

13 MAINTENANCE

13.1 General Repairs .................................................................................................................................44
13.2 Emergency Repairs ...............................................................................................................................44

14 BREACHES OF TENANCY

15 TERMINATING AN EMPLOYER PROVIDED TENANCY

15.1 Lessor Notice on termination of employment ...................................................................................45
15.2 Lessor Notice whilst still employed .....................................................................................................45
15.3 Employee Notice whilst still employed ...............................................................................................45
15.4 Cessation of a Tenancy ........................................................................................................................45

16 VACANCIES AND TEMPORARY OCCUPANCY

16.1 Vacancies .............................................................................................................................................46
16.2 Temporary Occupancy of Vacant Departmental Housing ..................................................................46

17 INSURANCE .........................................................................................................................................46

18 RTA FORMS .........................................................................................................................................46

19 ACCOMMODATION SCALES AND STANDARDS FOR PURCHASE, CONSTRUCTION, UPGRADE AND ACQUISITION BY LEASE

19.1 Aim of the Scales and Standards ........................................................................................................47
19.2 Application of the Standards ................................................................................................................47
19.3 Housing Categories ...............................................................................................................................47
19.4 Conformity with Community Housing Standards ................................................................................47
19.5 Design Concept ..................................................................................................................................47
20  GLOSSARY OF TERMS

ANNEXURE 1 - DISTRICT HOUSING DETAILS FORM

ANNEXURE 2 - QUEENSLAND HEALTH TENANCY AGREEMENT

ANNEXURE 3 - GENERAL TENANCY AGREEMENT – RESIDENTIAL TENANCIES

ANNEXURE 4 - SPECIAL CONDITIONS USED BY THE GOVERNMENT EMPLOYEE

ANNEXURE 5 - INFORMATION STATEMENT – RENTING IN QUEENSLAND (RTA

FORM 17A)

ANNEXURE 6 - BOND LODGMENT FORM (RTA FORM 2)

ANNEXURE 7 - ENTRY CONDITION REPORT (RTA FORM 1A)

ANNEXURE 8 - EXIT CONDITION REPORT (RTA FORM 14A)

ANNEXURE 9 - CONDITION REPORTS – HOW TO COMPLETE

ANNEXURE 10 - INVENTORY PROFORMA

ANNEXURE 11 - FURNITURE STANDARDS

ANNEXURE 12 - NOTICE OF INTENTION TO LEAVE (RTA FORM 13)

ANNEXURE 13 - NOTICE TO TENANTS WHEN VACATING

ANNEXURE 14 - GETTING YOUR BOND BACK

ANNEXURE 15 - REFUND OF RENTAL BOND FORM

ANNEXURE 16 - ROUTINE INSPECTION FORM

ANNEXURE 17 - ENTRY NOTICE (RTA FORM 9)

ANNEXURE 18 - NOTICE TO REMEDY (RTA FORM 11)

ANNEXURE 19 - NOTICE TO LEAVE (RTA FORM 12)
ANNEXURE 20 - BOARD AND LODGING AGREEMENT...... Error! Bookmark not defined.
ANNEXURE 21 - THE STANDARD RESIDENTIAL HEAD LEASE (CROWN LAW).... Error!
Bookmark not defined.
1 PURPOSE

The purpose of this document is to provide a detailed process for Queensland Health when entering into new agreements for Employee Housing and to provide a framework for the ongoing management. The overall aim is to provide sufficient accommodation to meet service delivery requirements.

Accommodation is a significant issue for HSD’s and is debated on a daily basis. Clear policy direction and operational guidelines for Queensland Health aim to provide benefits to both the HSD’s and Queensland Health employees who are provided with employee housing. These benefits can be summarised as follows:

I. Clear policy direction and operational guidelines will mean that HSD’s and staff are assured of consistency of practice.

2. Queensland Health is assured that the organisational arrangements and procedures necessary to maintain and administer the portfolio are in place and that we are operating in a manner which ensures compliance with relevant legislation while minimising risk for both employer and employee.

3. Departmental agreements complementing this manual are incorporated for use when leasing to employees, providing board and lodging and when leasing from the private sector. Districts will be able to adapt agreements to address specific local issues with ongoing support from PDU.

4. Scales and standards based on the Government Employee Housing standards have been established for Queensland Health with the aim of providing ‘desirable minimum targets’ for departmental employee housing. In the interest of equity and the general standardisation of housing across the State these standards will be used as a guide when refurbishing, purchasing, building or acquiring residential accommodation by lease.

5. Asset management practices that ensure the maximisation of return on investment are encouraged. Monthly reporting will enhance the ability of PDU to provide strategic advice and will assist in the maintenance of data already held centrally for the purpose of corporate reporting.

The basic role of Queensland Health’s accommodation asset base is to provide housing for its employees in areas of the state where there is limited involvement by private developers. The high cost and scarcity of accommodation in the rural and remote locations has resulted in Queensland Health providing housing for its employees in these areas. In other parts of the state the aim is to complement the limited supply of accommodation which is available from the private sector.

In major towns, leasing may be a more viable proposition than construction or purchase but is limited according to the leases available from the private sector. In these assessments the costs of owning the asset, i.e. capital usage charge, maintenance, administration of leases, inspections etc. must be measured against the recurrent cost of leasing, i.e. rent and management of leases.
EMPLOYEE HOUSING QUICK GUIDES

The following charts provide a quick guide to implementation and use of this manual.

The first chart entitled “Implementing this manual”, is a step by step guide indicating the sections within the document to refer to for further guidance.

Charts A, B and C provide a step by step guide to providing accommodation depending on the availability within the District.

Chart A should be followed when an entire house or unit is available.
   Chart B should be followed when only a room is available.
   Chart C should be followed when there is no available accommodation.

It is advisable to read the manual in its entirety prior to utilising the quick guides. The quick guides should then provide an easy reference to the steps required for residential property management within each Health Service District.

Any queries should be directed to Capital Works & Asset Management Branch on (07) 3006 2729
## IMPLEMENTING THIS MANUAL

### Step 1
Audit employee accommodation units and forward details to PDU – See Section 3.1.2. (13) and Annexure 1

### Step 2
Prepare District Allocation Policy and send copy to PDU – See Sections 4.1 & 7.5

### Step 3
Determine number of expired or informal agreements in place – See Section 7.5

### Step 4
Determine type of agreement required for these occupants and prepare documentation. See Sections 6 & 8

### Step 5
Arrange inspections and execution of documentation – See Sections 7, 9, 10, 11 & 12

### Step 6
Prepare standard monthly report and email to PDU – See Sections 3.1.2 & 7 and Annexure 1

### Step 7
Implementation maintenance program and determine responsibilities under different agreements – See Section 13

### Step 8
Continue with management monitoring critical dates, condition reports and maintenance issues. – See Sections 7 & 12

### Step 9
Utilise District Database for employee housing component of Capital Investment Plan – See Sections 3.1.2 & 7

### Step 10
Send monthly report to PDU and maintain contact with asset advisers for assistance with implementation and management – See Section 1.0 and Annexure 1
1. District Manager approves allocation having regard to district Policy, the IRM and the relevant award. Rent determined. See Sections 3.1, 3.2 and Section 8.

2. Housing Coordinator prepares general tenancy agreement with market rent entered. Special clause in employment contract specifying subsidy (Maximum Subsidy Weekly Rent less one dollar). See Sections 6 & 8.

3. Agreement executed by District Manager and Employee – Bond received and processed. See sections 6 & 10, Annexures 2 and 6.

4. Entry Condition Report completed by Housing Coordinator and Employee. Coordinator gives employee Form 17a, Annexures 5 and 7.

5. Employee is given occupation and the District Manager or his/her representative can only enter the premises in accordance with the agreement and the requirements of the RTA. See Section 8 and Annexures 15 and 16.

District Responsibilities:-
In a single unit dwelling the District will be responsible for maintaining premises to a “reasonable standard”. The District will also be responsible for common area cleaning and maintenance where the district owns or has a head lease over the entire multi unit complex.
1. District Manager approves allocation having regard to district Policy, the IRM and the relevant award. Rent determined. See Sections 3.2 and 8.

2. Housing Coordinator determines whether general tenancy agreement or board and lodging agreement required. If general tenancy go to Chart A step 2. If board and lodging agreement then agreed subsidy incorporated into employment contract. (Maximum Subsidy is Weekly Rent less one dollar). See Sections 6 & 8.

3. Agreement executed by District Manager or delegate and Employee – Bond received and processed. See sections 6 & 10, Annexure 19.


5. Employee is given access to a room without exclusive occupation of the premises. The requirements of the Residential Tenancies Act 1994 in relation to bonds will still apply. District manager or representative can enter the premises in accordance with the agreement. See Section 12 and Annexure 20.

District Responsibilities:—
District Health Service responsible for common area maintenance and cleaning and room cleaning in accordance with the agreement.
CHART C

NO AVAILABLE ACCOMMODATION WITHIN THE DISTRICT HEALTH PORTFOLIO

1. District Manager approves allocation having regard to district Policy, the IRM and the relevant award. Rent determined. See Sections 3.1 and 3.2.

2. Housing Coordinator assesses expiry dates on current agreements and then contacts the GEHB officer to determine if other government vacancies exist. See Section 5.

3. Housing coordinator collects local information on properties available for lease and sites for sale. The coordinator then contacts PDU asset advisers for advice on best option of lease, buy or build. See Section 5.2.

4. If leasing is considered the best option then negotiations are commenced with standard head lease agreement. (These leases are specifically excluded from the Residential Tenancies Act). All queries should be directed to PDU. See Section 6.3.

5. Once an agreement is in place the dwelling or parts thereof should be allocated to staff in accordance with the policy and procedures and by following Charts A and B.

District Responsibilities:-
The State would be the tenant when leasing from the private sector.
Responsibilities for maintenance will rest with the lessor (owner/landlord).
3.1 Roles in Queensland Health’s Employee Housing

The Department of Health efficiently and effectively manages its housing portfolio through:

I. HSD’s – controlled by District Managers and their delegates;
II. Corporate Office Management – PDU.

It is a requirement that each District Manager nominate a Housing Coordinator responsible for housing issues. Contact details for the officer are to be forwarded to Planning & Development Unit so that support, information and training can be provided to the relevant officer as required.

3.1.1 Role and Function of Planning & Development Unit (PDU)

Departmental housing is managed by the HSD’s. PDU has the following responsibilities:

1. Assist and provide advice to the HSD’s;
2. Asset acquisition;
3. Disposal of surplus housing assets;
4. Liaise with all government agencies involved with the provision of housing;
5. Representation on the Interdepartmental Housing Management Committee;
6. Develop, disseminate and update the “Employee Housing Policy and Procedures” manual;
7. Prepare submissions for the provision of private and government leasing;
8. Facilitate and ensure appropriate approvals;
9. Facilitate execution of Tenancy Agreements where delegations require;
10. Provide ongoing support and advice on Employee Housing management;
11. Provide Standard documents for District use;
12. Maintain a corporate database of residential accommodation units;
13. Provide statistical analysis of portfolio holdings including valuation and rental analysis; and
14. Facilitate training requirements as identified.

3.1.2 Role and Function of Health Service Districts

The District Housing Coordinator, as instructed by their respective District Managers, will provide administrative support to the departmental housing portfolio located in their respective district. Details on the responsibilities are incorporated into each section of the manual. Specific details on management are included at Section 7.

HSD’s, through the nominated Housing Coordinator and the District Manager, will have the following responsibilities:

1. Housing Allocation Policy preparation and implementation; (Section 4.1)
2. Responsible for the implementation of, and ongoing management of, a property management system consistent with sound asset management principles;
3. Development and Maintenance of Housing Management database for both legislative compliance and the monitoring of critical dates, vacancies, tenancy details etc;
4. Assist with the determination and prioritisation of need for the provision and/or upgrade of housing;
5. Prepare capital, maintenance and disposal plans preparation of the Capital Investment Strategic Plan;
6. Prepare budget estimates and forecasting of cash flows for all outgoing costs associated with the provision of employee housing;
7. Allocation of funds for the maintenance of employee housing assets;
8. Liaise with Q-Build on maintenance programs and general repair;
9. Manage the provision of private and government leasing including liaising with the GEHB where applicable;
10. Approve changes to housing designations in accordance with policy guidelines;
11. Policy interpretation;
12. Provide advice to Local Accommodation Committees, as required;
13. Provide PDU with up to date information on their portfolio on a monthly basis. For details of individual property details required see Annexure 1 – District Housing Details Form.
### 3.1.3 Levels of Responsibility – Residential Accommodation

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
<th>Summary of Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Director-General</strong></td>
<td>Ultimately accountable/responsible for the operation of the Department.</td>
<td>Responsible for the implementation of appropriate asset management policies. The Director-General is supported by the roles/positions below in implementing an effective asset management culture within Queensland Health. Responsible for approval of agreements within delegations.</td>
</tr>
<tr>
<td><strong>Executive Director, Corporate Services</strong></td>
<td>Asset Owner - Responsible for all asset management decisions and the implementation of policies and procedures.</td>
<td>Seeks and distributes funds. Approves policy and compliance framework. Responsible for approval of agreements within delegations.</td>
</tr>
<tr>
<td><strong>Executive Director, Capital Works and Asset Management Branch</strong></td>
<td>Responsible for the overall development of the Employee Housing Procedure Manual.</td>
<td>Ensures implementation and awareness of policy and procedures across the department; and Promotes consistency of practices across the department; and Approval of agreements within delegations.</td>
</tr>
<tr>
<td><strong>Manager, Property, Planning &amp; Development Unit</strong></td>
<td>Responsible for the establishment and promotion of an approach to asset management which ensures that the Departments’ assets are best suited to support the delivery of health services now and into the future.</td>
<td>Specifically responsible for the following:-  1. Providing asset management support and advice consistent with policy objectives;  2. Ensures that suitable service providers are available;  3. Co-ordinates corporate office approvals;  4. Prepares and reviews recommendations for the approval of all lease and licence agreements over real property;  5. Approves and executes documents within delegations.  6. Monitors compliance with <em>Residential Tenancies Act 1994</em>. Project manages procurement, leasing &amp; disposal processes.</td>
</tr>
<tr>
<td><strong>District Managers, Area Managers, State Managers and Branch Directors</strong></td>
<td>Asset Controller – Responsible for ensuring the sound management of Employee Housing Policy in their unit, and for ensuring compliance with policy and procedures, and legislative requirements.</td>
<td>Accountable for the compliance and performance of residential stock. Responsible for preparing Capital, Maintenance and Disposal plans ie. preparation of the Capital Investment Strategic Plan, responsible for approving, executing and managing Residential Tenancy Agreements within delegations.</td>
</tr>
</tbody>
</table>

### 3.1.4 Levels of Responsibility within the Asset Controller’s Area

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
<th>Summary of Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Housing Coordinator</strong></td>
<td>Facilities Manager (As appointed by an Asset Controller) Eg. Manager, Human Resources or Director, Corporate Services/Finance</td>
<td>Responsible to the Asset Controller for coordinating all property management activities in regard to compliance. This includes coordination of tenancy agreements, bond lodgements, condition reports, routine inspections and maintenance and repairs. Establishes all protocols for asset registration, planning, procurement, maintenance and disposal.</td>
</tr>
</tbody>
</table>

| Asset Service Provider | In house service providers (eg. District Engineering Department) or external service providers such as Q-Build | Provides service to Asset Owner and Asset Controllers, which may include responding to requests for maintenance and repairs, completion of routine inspections and condition reports. |

### 3.2 Approval of Agreements, Delegations and Revenue Retention

#### 3.2.1 Property Delegations

Under the Instrument of Delegation dated 8 August 2000, the District Manager has delegation of the Minister when executing “Residential Tenancy Agreements” which are administered under the *Residential Tenancies Act 1994* (as amended) (The Act). This delegation applies when Queensland Health is the lessor and the agreement is within the District Manager’s financial delegation taking into account the total rent for the full term of the lease. The delegation only includes agreements under the Act and the Act specifically excludes employer head leases. Agreements between the District and an external owner will need to be approved in accordance with expenditure lease delegations in force at time of execution.

Where the building is situated on a reserve or deed of grant in trust the District Manager must be aware that the delegations for approving leases are external to Queensland Health. Any tenancy agreements on properties which are not freehold MUST be sent to PDU for preparation, approval and execution by the appropriate party.

#### 3.2.2 Factors for Consideration prior to Approval of Leases

Prior to entering into a new tenancy agreement or renewing an existing agreement regard should be given to the following:

1. Address;
2. Current Market Rent and proposed subsidy. (It is a requirement that the minimum charged rent be a nominal $1 per annum.);
3. Commencement and expiry date;
4. The person and/or position to occupy this accommodation;
5. Costs of Fringe Benefits Tax on differing agreements when providing accommodation and services;
6. Liability for GST over the term of the agreement – residential agreements are input taxed;
7. The employment contract, the Industrial Relations Policy Manual and relevant award.

#### 3.2.3 Execution of Leases on Freehold Land

The tenancy agreement between Queensland Health and the occupant is executed by the Minister’s delegate. In most cases the Minister’s Delegate will be the District Manager. Tenancy agreements not executed by the Minister’s delegate are not legally binding agreements. Before executing an agreement it is important that the delegates familiarise themselves with the Real Property Delegations in force at the time. The delegations to execute Board and lodging agreements fall within the financial delegation of the District Manager and not the real property delegations.

Whether Queensland Health is the tenant or landlord in an agreement, in order for that agreement to be legally binding, Queensland Health must be stated as follows:

“The State of Queensland ( Represented by the Department of Health)”.

#### 3.2.4 Revenue Retention

The endorsed Queensland Health principles governing the allocation of all controlled revenue generated from State Owned Assets and Retained by the Portfolio allows revenue up to a threshold of $10,000 per annum for an arrangement (eg a lease) to be retained by the District.
This revenue can be allocated at the discretion of the District Manager under these principles. The District Manager should have regard to the maintenance requirements detailed in Section 13 and ensure that the condition of employee housing benefits from effective property management within the HSD.
4 ALLOCATION OF ACCOMMODATION

The allocation of employee housing needs to be made in an informed way in order to maximise outcomes for Queensland Health. It is for this reason that the allocation of accommodation is administered by the HSD's. Where the District provides employee housing the District Manager should ensure that a local allocation policy is developed. Responsibilities rest with the District Managers or their delegates who are considered the best equipped to make such decisions.

4.1 Preparation of Allocation Policies by Health Service Districts

This section considers in broad terms, Queensland Health’s policy on the allocation of employee housing.

District specific allocation policies should be developed to ensure equitable decisions can be made at a local level. These will enable Districts to highlight and consider the application of relevant local issues and how these impact on allocation decisions.

Sufficient flexibility must exist in any allocation policy to allow Districts to make appropriate determinations to meet health service needs.

Queensland Health does affirm, however, that accommodation will be allocated in consideration of:

1. the position’s status;
2. the position’s impact on service delivery; and
3. the individual’s family needs.

The Industrial Relations Policy Manual (IRM) includes methods for providing accommodation under various classifications of employment (Section 2.2 IRM) and confirms general policy that allocation and rent subsidies will be determined by the District Manager subject to personnel requirements whilst considering availability and funding.

Generally, requirements will be included within an award or within a section of the departmental Industrial Relations Manual. When the District develops a local allocation policy as a means of reaching local service objectives, then provision of accommodation and the type of accommodation for individual positions should be stated within letters of appointment as being one of the conditions of employment.

Crown law advice recommends the inclusion of a clause requiring the employee to make some contribution to rent in non-award employment contracts where accommodation is provided. Where the provision of accommodation is not included as a condition of employment, it shall be deemed that no accommodation is available for that position.

See Section 8 for details of amount of rent to be charged.

4.2 Consideration of Fringe Benefits Tax (FBT)

The District Manager should consult with the nominated FBT Coordinator at District level to ascertain the additional costs involved in providing rent free and subsidised accommodation. Local situations will necessitate local consideration of Fringe Benefits Tax particularly when developing the local allocation policy and when considering acquisitions. The issues surrounding costs of a lease versus a supplement paid to the employee will be of significance when deciding whether accommodation should be provided at all by the HSD. The FBT Coordinator should be aware of the additional costs associated with employee housing and should have particular knowledge of the rules relating to the inclusion of utilities, such as gas and electricity in urban and remote areas.

The Housing Coordinator should, in consultation with the District FBT Coordinator and the Statutory Financial Services Team within the Finance Unit in Corporate Office, determine whether the allocation of housing is exempt from fringe benefits under the Fringe Benefits Tax Assessment Act. Where the allocation is considered to be a remote area housing fringe benefit then the procedure to follow will exclude the employee entering into a lease with the owner and then recovering the payment from the HSD. If the employee enters the agreement with an external owner and recovers the rent from the District then the remote area exemption will not apply as the subsidy will be considered an expense payment benefit. The housing must be “provided” by the District and therefore the HSD should enter into a head lease and sub-lease to the employee providing the subsidy in accordance with Crown Law advice. See section 8.
4.3 Why is Housing Provided?

The Department of Health will provide housing for eligible employees, *funds permitting*:-
- where there is a recognised shortfall in private rental housing;
- to ensure that employees have access to a standard of housing that is commensurate with local community standards and/or established policy guidelines;
- where it is required under relevant award conditions.

Accommodation assistance is provided as a result of one of the following:
- Award/Administrative Entitlement;
- Remote Incentive;
- Attraction Incentive to Meet Operational Requirements.

4.4 Who is Eligible?

The Industrial Relations Policy Manual Section 2 deals with the Queensland Health Policies relating to the provision of accommodation within the various categories of employment. Detailed reference to the relevant awards is also included.

Generally, District accommodation will be offered in situations where staff are recruited to a position either from outside the Department, outside the District or from another facility within the District because of the skills required of the staff member. Preference should be given to positions in higher demand, particularly in rural and remote areas. Incentives such as housing must be needs based.

The District Manager should ensure a clear policy of allocation is developed. (See Section 4.1)

4.5 Determining the allocation for different types of housing

Employee housing varies in type, design, age and standard. For information on recommended scales and standards refer to Section 19 of this document.

4.5.1 Houses

Queensland Health generally provides a basic three to four bedroom house/duplex of around 110-120m² for family living. It contains a lounge, dining/family room, kitchen, laundry, bathroom and three or four bedrooms.

Where larger families are to be accommodated, Queensland Health are to provide a standard four bedroom house, including an additional toilet and enlarged living area. The guidelines for providing four bedroom accommodation are:
- Children of different genders should not share bedrooms;
- Special consideration should be given to an allocation where there is considerable age differences between children of the same gender;
- The above two (2) criteria cannot be satisfied by occupying three bedroom accommodation.

The provision of a four bedroom house is subject to the availability of such accommodation and if not available, appropriate accommodation shall be leased from the private sector subject to available funding resources.

4.5.2 Multi-Unit Dwellings (includes units, flats, units, duplexes, townhouses)

Queensland Health provides one bedroom units to cater for the needs of sole employees, although they may also be large enough to accommodate a couple without children.

Queensland Health provides two bedroom units on the basis of share accommodation to cater for the needs of sole employees, however these may also be occupied by a couple or a small family.

Upon request, individual bedroom locks are to be made available to tenants in share accommodation.

Pets are not permitted in multi-unit or share accommodation.
4.5.3 Share accommodation

It is Queensland Health’s policy to accommodate a sole employee in share accommodation, except where one bedroom accommodation is available. Share accommodation is generally multi-unit dwellings or nurses quarters although there is no barrier to providing a house or duplex as share accommodation if the situation requires it.

Single employees will be provided with one bedroom accommodation where it is available or special circumstances exist. In situations where a sole employee is granted exclusive use of accommodation, the maximum rental and bond should be charged.

Pets are not permitted in multi-unit or share accommodation.

5 PRINCIPLES FOR ACQUISITION OF ADDITIONAL HOUSING UNITS

Queensland Health can access accommodation for employees in a variety of ways. The simplest method of providing accommodation to staff is often to encourage the employee to lease privately and then to reimburse rental expenses through payroll. This method is not always the most effective and can often provide problems for administration. Under fringe benefits tax legislation a remote area housing benefit might be recognised for the actual provision of housing but it will not be recognised for expense payment. Where there is effectively no private rental market then the employee will be unable to access housing in any event.

This section deals with the different methods of accessing housing by Queensland Health.

5.1 How is Housing Provided?

Housing may be provided in a centre through one or all of the following schemes:

a) Queensland Health owned accommodation;

b) Government Employee Housing Scheme (administered by Department of Public Works);

c) Provision of rental subsidies directly to employees;

d) Accommodation leased through commercial agencies and other private lessors;

e) Agreements with other departments where Queensland Health are notified of vacancies.

The provision of accommodation is subject to its availability, however if, after consideration of the District Allocation Policy and the Industrial Relations Policy Manual, the District Manager decides that accommodation is a necessary condition of employment and a Queensland Health owned residence is not available then the options are:

1) The HSD will be allocated a residence from the Government Employee Housing Branch (the GEHB) and the GEHB will lease the property to the employee.

2) The employee will choose a residence of his/her preference and the HSD will pay the subsidy or entitlement direct to the employee. (This option will not be available where the agreement will constitute a remote area housing benefit for the purposes of Fringe Benefits Tax (See Section 4.2.))

3) The HSD will take a “head lease” on a residence from the private market and “sublet” the property to the employee. (A standard agreement is provided at Error! Reference source not found.)

4) The HSD, in consultation with CWAMB, will acquire or construct suitable accommodation where the service delivery needs require it. This is subject to funds being available and options (1) to (3) are unsuitable in the local market.

5) Occasionally other departments may approach Queensland Health with the view to transfer of ownership or interdepartmental agreements for short term use of their vacant dwellings. Negotiation of these agreements will be in consultation with PDU.

No compensation will be made to employees who elect of their own volition to reside in their own accommodation where Queensland Health accommodation is available. Additionally, staff choosing to reside in non-District accommodation will not be guaranteed future District accommodation.
5.2 Lease, Purchase and Construction of Accommodation

When considering the options of leasing or owning accommodation the District must consider the rental market and the ability to attract staff. In order to attract suitable applicants, rural and remote markets require the provision of satisfactory accommodation to be a known quantity for prospective staff applying for positions. The quality of housing stock becomes known amongst employees throughout the state and further abroad. Therefore, a move towards leasing rather than owning assets in remote areas with unreliable rental markets is not always advisable and a balanced approach must be adopted.

Queensland Health leases suitable accommodation where it is prudent to do so. PDU can provide HSD’s with advice by comparing the financial advantages/disadvantages of leasing a property as compared to owning it.

5.3 Qualifying the need to Lease Additional Accommodation

District Managers will use the following procedures to respond to the demand for additional housing within a centre. Section 5.1 gives a clear indication of the accommodation options which should be considered. Of particular importance is the consideration of housing through the Government Employee Housing Branch prior to entering into arrangements with external organisations.

The same procedures are to be applied when existing residential leases are approaching their expiry date.

1. To determine whether a need still exists for additional employee housing, or still exists in the case of a lease extension, in a particular centre, the need would be determined using one or more of the following criteria:
   a) no private rental market exists that an individual can access or;
   b) the houses available on the private rental market are substantially sub-standard or;
   c) the rent charged by private lessors for housing equivalent to government housing is in excess of the median rent in Brisbane, as determined from time to time by the Residential Tenancies Authority.

2. Ascertain lease conditions from landlords/agents of current or proposed leased unit/s of residential accommodation eg. lease costs, term of lease and other relevant conditions.

3. The District Manager or Housing Coordinator is required to determine the extent of annual leasing costs and make budget provisions accordingly. The payment of lease costs to landlords/agents/government employee housing is the responsibility of the HSD.

4. All owned accommodation is fully and appropriately occupied.

Planning & Development Unit will arrange approval and execution should the District wish to enter into a head lease for the purpose of additional accommodation. (See Section 3.2 on delegations)
6 AGREEMENTS USED IN THE PROVISION OF EMPLOYEE HOUSING

6.1 Types of Agreements

All employees provided with accommodation must enter into an agreement with the department. Under the Residential Tenancies Act 1994 all residential tenancy agreements must be in writing. It is to the benefit of both the Department and the employee that a clear agreement of terms and conditions is in place for all occupants of employee housing.

The HSD will be required to use standard documentation for use both when leasing additional accommodation from the private sector and, when entering into agreements with its employees. The following documents are included as annexures:-

I. Queensland Health Tenancy Agreement for use when providing permanent residential accommodation to employees. (Annexure 2 – Queensland Health Tenancy Agreement);
II. General Tenancy Agreement – as drafted by the Residential Tenancies Authority which is often used by private owners when leasing dwellings to individuals (Annexure 3 – General Tenancy Agreement – Residential Tenancy Authority);
III. Special Conditions – The RTA Agreement is used by the Government Employee Housing Scheme with special conditions applicable to a accommodation provided through the scheme. (Annexure 4 – Special Conditions used by the Government Employee Housing Scheme);
IV. Board and Lodging Agreement – for use when providing casual accommodation in both nurses quarters and houses and units. (Annexure 20 – Board and Lodging Agreement);
V. Standard Head Lease – for use when Qld Health is leasing additional residential accommodation from the private sector. (Annexure 21 – The Standard Residential Head Lease (Crown Law).

These documents should be used as base documents when entering into agreements in the local area. PDU will be able to provide support where changes or special conditions are required. The provision of standard documentation is aimed at supporting HSD’s in undertaking an equitable approach to housing across the state. Employees that move frequently will have the benefit of similar systems in different localities.

The Department of Health provides four categories of occupancy for its employees:-

I. Sole Tenant in a residential dwelling – Includes employee and immediate family.
II. Sole Tenant in a residential dwelling with attached surgery – Includes employee and immediate family with special term allowing part use as surgery;
III. Shared Tenancy (Tenancy in Common) in a residential dwelling – Where accommodation is provided to two or more employees on a single agreement.
IV. Board and Lodging in nurses’ quarters or a residential dwelling – usually only used where casual or short term occupation is provided and the occupants have a permanent residence elsewhere. In these cases only the parts of the Residential Tenancies Act 1994 (as amended) dealing with bonds will apply.

Dwellings with the above designations may be furnished or unfurnished depending on entitlements (see Industrial Relations Policy Manual and relevant award), the recommendations of the HSD and, the availability of funding to relocate or provide furniture.

For information on standards for the provision of furniture refer to Section 19.8 of this document.

Queensland Health does not endorse:

1. The upgrade of accommodation for staff whose personal circumstances change from the time of appointment.
2. The practice of partners residing with employees of the Department in share accommodation situations.
3. Assignment or subletting by the employee or taking of boarders in accommodation leased from Queensland Health.
4. The provision of accommodation which is left vacant or used for purposes other than the residential accommodation of the employee and their families.

6.2 Agreements with Employees

It is important that the Housing Coordinator distinguishes between the types of accommodation the HSD intends to provide. Different legislative requirements will apply to situations where either a residential tenancy agreement is entered into or where a board and lodging agreement is entered into.

Whilst it is often difficult to distinguish between board and lodging and a residential tenancy it is important that the District identify the use to which the accommodation is to be put to ensure the correct agreement is used. Failure
to comply with the Act when a residential tenancy agreement is entered into could result in penalties being imposed. Conversely, entering into a residential tenancy agreement when the intention is to provide only casual board and lodging to various occupants may leave the HSD and the employees in a difficult situation when complying with various sections of the Act including the serving of notices.

The following discussion gives some indication of the appropriate use of agreements and the housing coordinator should contact PDU Principal Property Advisers should clarification be required.

### 6.2.1 Residential Tenancy Agreements

Amendments to the Residential Tenancies Act 1994 (the Act) effective December 1998, require all residential tenancy agreements to comply with the provisions of the Act. This means that all residential tenancy agreements between Queensland Health and employees MUST comply with the legislation. These agreements must be in writing and cannot be in conflict with the provisions of the Act.

Generally an agreement should be with one employee where the use of the residence is exclusive. Family members should be noted on the agreement.

Alternatively a single agreement can be given to multiple employees as “Tenants in Common” where they have a joint right to the tenancy and they will be responsible for organising changes to the agreement and the bond if one occupant leaves.

An individual tenancy agreement for singles accommodation, which includes a special condition allowing the District to place other occupants in vacant bedrooms, can be given where the District has limited singles accommodation. This is achieved by an additional clause incorporated into the special conditions of the agreement. An agreement of this type is for residential accommodation where the intention is that they will share a right to the common area of the premises with exclusive possession of part (possibly only a bedroom). Individuals will be responsible for payment of part rent and will not be charged extra when a room becomes vacant.

### 6.2.2 Board and Lodging Agreements

Where a tenant is not given the exclusive possession of a dwelling then the provisions of the Act will not always apply. This may occur where the employee is allocated a room only, it may be serviced and meals may also be provided. Alternatively where facilities such as kitchen, bathroom and lounge room are communal and occupants are very casual (less than 28 days) then a board and lodging agreement would be appropriate.

The legislation does not define “Board and Lodging” and the courts have long been critical of the ambiguities within this type of legislation. Particularly the fact that the tenant need not be given exclusive possession of the dwelling (an otherwise essential term of a lease). The Residential Tenancies Authority fact sheet on Shared Tenancies gives some indication of how to determine Board and Lodging however the points do not adequately address all the situations where Queensland Health provides employee accommodation. Each situation should be taken on its merits and where the residence is intended to be the sole abode of the employee it is recommended that the residential tenancy agreement should be used with the special condition allowing the District to place other occupants in vacant rooms.

When the District wishes to place short term casual occupants at any time (such as overnight), in any vacant room in the dwelling then the Board and Lodging Agreement may be used. This will also be the appropriate agreement for casual occupation in Nurses Quarters. Where a bond is taken the provisions of the Act dealing with Bonds will still apply to Board and Lodging Agreements and lodgement and notices as set out in Section 10 should be complied with.

Any queries on using the board and lodging agreement should be directed to PDU Principal Property Advisers on 3131 6547.
6.3 Tenancy Agreements with External Organisations

6.3.1 Private Sector Leasing
Where Queensland Health is leasing accommodation from an external owner, then Queensland Health is the tenant. In these situations, a standard residential tenancy agreement will not be appropriate. Section 25A of the *Residential Tenancies Act 1994* states that the act does not apply to employer “head leases”. A standard head lease agreement for use when leasing from the private sector will be provided to the Districts as an Addendum to this document. This will ensure that:

1. The owner acknowledges that the premises will be sublet to employees on a standard residential tenancy agreement or by use of a board and lodging agreement;
2. The owner agrees to comply with the time limits and notice requirements in the Residential Tenancies Act 1994 as Queensland Health will be required to comply when subleasing to the employee; and,
3. The owner or the agent agrees to dealing directly with the employee on issues of maintenance and site access. This will relieve the Housing Coordinator of much responsibility in relation to day to day management of the agreement; and,
4. The District will not be required to pay a bond however the District will agree to insist on a bond being paid by the employee as a subtenant when the dwelling is occupied by a rent paying tenant;
5. The District will be able to terminate the tenancy on one month’s notice if the sub-lease is terminated and the District has no current need.

A second agreement or sub-lease is then entered into between Queensland Health and the employee. The agreement must comply with the *Residential Tenancies Act 1994 (as amended)* and this will ensure that the responsibility and care of the premises rests with the employee/s and both parties can rely on the provisions of the Act should a dispute arise. Sublease agreements should take the same form as the Queensland Health Residential Tenancy Agreement (*Annexure 2*) and will need to be forwarded to the owner for final approval.

A bond equivalent to 4 weeks rent or $400, whichever the greater (for subsidised accommodation) should always be charged when rent is charged. (See Section 10)

6.3.2 Agreements with the Government Employee Housing Branch, Department of Public Works
Agreements between the District and the Government Employee Housing Branch will be governed by the *Government Employee Housing Scheme Policy and Conduct Manual*. The District Housing Coordinators should deal directly with the Branch on all issues relating to tenancies in the scheme.

Contact the Tenancy Manager on 389 63515 for all enquiries.

6.3.3 Construction and Purchase
1. Agreements for construction will be coordinated by Queensland Health Capital Works and Asset Management Branch;
2. Purchase and/or interdepartmental transfer will be coordinated by PDU.
7 MANAGEMENT OF EMPLOYEE HOUSING

In accordance with Section 3.1.2 the District Manager will be responsible for the implementation of, and ongoing management of, a property management system consistent with sound asset management principles. The Property Management system implemented by the individual Districts will take into account all aspects of Employee Housing from the initial allocation, ongoing maintenance and vacancy management, through to termination, recovery of bond moneys and recommendations regarding acquisitions and disposals.

The following sub-sections deal with the duties of the Housing Coordinator who undertakes day to day property management responsibility for the District Housing Portfolio. The final sub-section outlines the District Manager responsibilities.

7.1 Document and Database Management

The Coordinator must hold copies of all documents; leases, contracts, tenancy applications and lodgement forms in secure storage. A register to monitor progress of documentation will ensure dates for lodgement are complied with, outgoings are paid and critical dates such as expiry and rent reviews are not overlooked.

7.2 Physical Management

Regular inspections should be carried out during a tenancy to ensure maintenance issues do not become excessive and to ensure the occupants are maintaining the premises in accordance with the terms of the agreement (see Section 12.3 for notice requirements with tenancies and records to be kept).

Vacant premises should also be monitored regularly as neglect can result in significant expense to the HSD especially when vandalism becomes an issue.

7.3 Financial Management

An important aspect of Property Management is the financial management of the portfolio. Specific duties include the collection of rent, payment and recovery of outgoings.

The housing coordinator will be responsible for receiving rents (whether manually or via payroll) and maintaining records of all details for future analysis. Rents and bonds are discussed in detail throughout the remaining sections of this report.

7.4 Key and Lock Management

The Housing co-ordinator must also take responsibility for the safe keeping of all keys to tenanted and vacant properties. In Queensland Health the co-ordinator may be located a significant distance from the property so it will be important to ensure that a register of key locations and people responsible is held by the housing coordinator. Keys handed out are always signed for on hand over and return.

Keys should not have tags with addresses attached but should be numbered and a register of addresses kept separately to ensure the security of tenants and to minimise the likelihood of vandalism and the expense which would follow should the keys be misplaced.

7.5 District Manager Detailed Responsibilities

General responsibilities for HSD’s were set out in Section 3.1.2. The following list details the complexity of managing employee housing and brings to the attention of the District Manager the areas where ongoing consideration is necessary.

HSD’s, through the nominated Housing Coordinator and the District Manager, will have the following responsibilities:

1. Preparation of local housing allocation policy taking into account local effects of Fringe Benefits Tax and the Goods and Services Tax on the different types of agreements; (Section 4.1)
2. Development of a local housing database for both legislative compliance and the monitoring of critical dates, vacancies, tenancy details etc; (Section 3.1.22)
3. Assist with the determination and prioritisation of need for the provision and/or upgrade of housing; (Section 5)
4. Prepare capital, maintenance and disposal plans i.e. preparation of the Capital Investment Strategic Plan;
5. Prepare budget estimates and forecasting of cash flows for all outgoing costs associated with the provision of employee housing;
6 Allocation of funds for the maintenance and upgrade of accommodation assets; (See Section 13)
7 Liaise with Q-Build on maintenance programs and general repair;
8 Manage the provision of private and government leasing including liaising with GEHB where applicable;
9 Payment of lease costs, collection and lodgment of bond moneys and, execution of agreements within delegations; (Sections 6, 8, 9 and 10)
10 Approve changes to housing designations in accordance with policy guidelines; (Section 4.5)
11 Rental collections (manual payments); (Section 8)
12 Dispute and grievance resolution; (Section 10.5 and 15)
13 Policy interpretation;
14 Payment of outgoing costs not met by the tenants eg. Rates charges, repairs, etc.
15 Provide advice to Local Accommodation Committees, as required;
16 Ensure that all relevant tenancy documentation is completed and executed within Delegations. (Sections 6 and 9)
17 Provide PDU with monthly portfolio information. The individual property details required are shown at Annexure 1 – District Housing Details Form. The Housing Coordinator may choose to provide a spreadsheet electronically at the end of each month.
8 RENTS

Employees who occupy Queensland Health housing will be charged rent in accordance with rental policies in force at either departmental or state level. Queensland Health is bound to comply with a 1984 Cabinet Decision which formulated a policy of economic rent for use across the Public Service. Details of the formula and current rates are available from the Government Employee Housing Branch at the Department of Public Works. This economic rent is the maximum rent that can be charged for eligible employees entitled to housing under an award or administrative entitlement unless a subsidy or charge is specified. This method of calculation applies unless and until Queensland Health develops a separate rent policy for approval by Cabinet.

Many employees will not be entitled to accommodation under either an award or an entitlement, however, the contract of employment may include the provision of a subsidy or of a rent free dwelling as an attraction to the position. Where the contract of employment does not include provision for housing it shall be deemed that no dwelling is available. In this instance if a vacant dwelling becomes available an employee may undertake to enter into a private agreement with the department at market rent.

Where subsidised accommodation is provided the tenancy agreement or board and lodging agreement should include figures indicating the market rent, the subsidy and the total rent payable. The contract of employment should also indicate the amount of subsidy applicable and the method of paying that subsidy.

Where a dwelling is vacant and the dwelling is rented privately to either an employee or third party then market rent should always be charged. Market rent should be determined in any event in order to ascertain the variance from the rent charged to the possible income stream. This determination will also assist the department in maintaining a strategic view of the portfolio value. Market rent is determined by a registered valuer having regard to the price a willing lessee would pay to a willing but not anxious lessor fully cognisant with all the details of the property at a given time.

It is recommended that a minimum weekly fee of $1 should be charged in all cases unless the Relevant Industrial Relations Policy, the applicable award or contract of employment stipulates “rent free” as an eligibility, or alternatively, a subsidy amount is specified which exceeds the market rent. (See Section 10 of this document dealing with Bonds).

8.1 Rental Commencement and Cessation

Rent will commence on the first day of occupancy. For employees newly appointed or transferred to a centre, the first day of occupancy will be deemed to be the first night the tenant sleeps in the dwelling.

For employees who are relocating to other housing within the same centre, the first day of occupancy will be deemed to be from the day the employee’s furniture is moved into the new unit of housing.

The last day of occupancy will be deemed to be from the day that:
1. All furniture and/or effects are removed from the dwelling;
2. Cleaning is completed to a satisfactory standard; and
3. The keys of the dwelling are returned to the contact officer of the HSD.

Failure by the tenant to observe these provisions, or the provision of misleading or incorrect information, will result in additional rent being levied.

8.2 Rental Deductions

All occupants of departmentally provided housing who are paid through the HRM payroll system will pay the appropriate rental for the dwelling that they currently occupy, through direct payroll deductions.

All other occupants will pay the appropriate rental in advance (as specified under the tenancy agreement), through the relevant HSD.

Failure to pay rent will result in notices being issued under the terms of the Residential Tenancies Act 1994 (as amended). Refer to Section 14 for further information on rent arrears and other breaches of tenancy.

Recovery of rental arrears from current or previous occupants of departmental housing will be in accordance with departmental policy on the recovery of monies from sundry debtors.

8.3 GST and Residential Tenancies

Sponsor: Senior Directors – Planning & Development / Design Standards Units, CWAMB
Form: GDL – 010
Title: Employee Housing – Real Property – Policy & Guidelines
Page 28 of 67
Version: 4.1
Date revised: October 2008
Residential leases are generally input taxed however in some circumstances, such as when the District is leasing from the private sector and the residence is used commercially, the rent may be subject to GST.

Difficulties arise when the premises, or the agreement, are not entirely for the purpose of residential accommodation.

The Queensland Health GST Implementation team are aware of many of the circumstances surrounding Health’s provision of staff accommodation and the Housing Coordinator should contact the GST implementation team for details of the corporate policy.

Questions may arise requiring directions for payment or charging of GST in any of the following situations particularly where accommodation is short term or, there is a commercial aspect to the arrangement:

1. Board and Lodging;
2. Nurses Quarters with communal facilities;
3. Residence and Surgery attached;
4. Vacant leased residential accommodation;
5. Where no rent is paid and an executed residential tenancy agreement is not in place.

For GST advice in Queensland Health call (07) 323 41009.
It is a minimum requirement under the *Residential Tenancies Act 1994* (as amended) and Queensland Health policy that all employees of Queensland Health residing in property owned or leased by the department sign an approved Agreement. (See Section 3.5 for details on which type of agreement to use). The agreement may be in one of the following forms:-

2) The General Tenancy Agreement (Form 14a) produced by the RTA.

Note:- It is preferable that the Queensland Health Residential Tenancy agreement is used when leasing property to Queensland Health employees. Additional clauses dealing with reduced rent, use of part of the dwelling for a surgery, the Districts right to fill vacant rooms and other special conditions can be added to or removed from the document.

The Standard Head Lease (should only be used where Queensland Health is entering a lease for additional stock from the private sector. Delegations for approval and execution of head leases do not sit with the District Manager and requests should be forwarded to PDU when this type of agreement is required.

Where the District must enter the lease as the tenant the standard head lease will ensure the owner acknowledges the purpose of the agreement and will comply with the requirements of the Act so that the District will not be disadvantaged when subletting to an employee. In this situation, if a dispute arises between the owner and the District legal advice in relation to general property law will be necessary as the dispute processes under the Act will not be available.

### 9.1 Introduction to the Residential Tenancies Authority (RTA)

The Residential Tenancies Authority administers the *Residential Tenancies Act 1994*, as amended by the *Residential Tenancies Amendment Act 1998*. The Authority assists tenants, lessors, agents and the State in the following ways:

#### 9.1.1 Rental Bond Custodial Service

The Residential Tenancies Authority holds all rental bond money that is paid by tenants to lessors and agents. The Authority refunds bonds at the end of a tenancy.

#### 9.1.2 Tenancy Information

The Residential Tenancies Authority offers free information to all tenants, lessors, agents and government agencies in Queensland. Information is available through the Authority’s telephone service (1800 177 188 outside Brisbane or 3361 3611 in Brisbane) or their website - [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

#### 9.1.3 Dispute Resolution Service

The Residential Tenancies Authority provides services to help tenants, lessors and agents resolve disputes. The service offers information about tenancy law, a telephone ‘shuttle’ negotiation service, and conciliation conferences.

#### 9.1.4 Compliance

The Residential Tenancies Authority will investigate and prosecute offences under the Act when appropriate.

### 9.2 Compliance

The Residential Tenancies Act 1994 states that all Residential Tenancy Agreements must be:

1) In writing [Section 39.(1)]; and
2) Use a standard set of terms [Section 39.(2)]

As per Section 6, to ensure compliance with the requirements for written agreements the attached Queensland Health Residential Tenancy Agreement produced by Crown Law should be used.

This agreement includes the standard terms consistent with this legislation and outlined in the Regulations to the Amendment Act (1998).
Therefore, it is a requirement that all employees of Queensland Health currently residing in property both owned and leased by the department sign such an agreement.

The only alternative to the use of this agreement is the Model Tenancy Agreement or Form 14a produced by the Residential Tenancy Authority.

The District should consider including the special terms used by the Government Employee Housing Branch.

Queensland Health and its employees could face fines imposed by the RTA of up to $1500 in the event that:
1. No agreement is entered into [Section 39.(1)];
2. The agreement entered into contradicts the Act [Section 37.(1)];
3. The agreement is correct but not signed and witnessed correctly by all parties [Section 40.(1)].

9.3 Penalties

The *Residential Tenancies Act 1994* (and amendments) clearly outlines the rights and responsibilities of tenants and lessors under residential tenancy agreements.

A number of the obligations imposed have penalties included in the Act. These may be enforced by the Residential Tenancies Authority to ensure all parties to agreement honour their legal obligations.

Currently one penalty unit is worth $75. Penalties range from 10 to 50 penalty units, i.e. up to $3750 per breach.

**Breach to the Act which incur penalties include:**

- Failure to provide the tenant with a copy of the tenancy agreement.
- Failure to deliver tenant’s personal or private documents left on abandoned premises, to the Public Trustee.
- Unlawful entry by lessor/agent, i.e. entry without appropriate notice.
- A demand for rent-in-advance in excess of the amount set.
- Failure to retain rent payment records.
- Failure to supply the tenants with Your Guide to the *Residential Tenancies Act 1994* – General Tenancies (Information Statement) Form 17a.
- Lessor/agent insisting that goods and services to be purchased from specified persons eg. carpet cleaners, cleaners or pest control services.
- Charging a bond that is greater than the maximum allowed.
- Failure to lodge a bond within the specified period (ie. within 10 days of receipt).
- Contracting outside the Act (ie. terms & conditions inconsistent with the Act).
- Failure to provide a prepared and signed Condition Report (Form 1) to the tenant along with the written tenancy agreement (prior to occupancy).
- Failure to ensure a tenant has quiet enjoyment of the property or interfering with the tenant’s peace, comfort or privacy in using the premises.

For further information on penalties, contact the Residential Tenancies Authority on 1800 177 188 or PDU on (07) 3131 6547.

9.4 Conditions of Tenancy

By the completion of a tenancy agreement and/or the occupancy of Queensland Health owned or leased accommodation, the employee/tenant acknowledges and agrees to comply with the following conditions:

1. The tenant will complete, sign and abide by the provisions of a tenancy agreement. This agreement must be completed on or before the day of occupancy;
2. The tenant and Queensland Health agree to abide by the relevant provisions of the Residential Tenancies Act 1994 (as amended);
3. Queensland Health will not accept responsibility for any removal expenses in either occupying or vacating houses unless expenses are approved as a result of a transfer or appointment into or out of a centre;
4. Where a tenant requests relocation to another dwelling, no relocation expenses will be considered;
5. Under no circumstances must the designated capacity (number of bedrooms) of a unit of departmentally provided housing be exceeded;
6. The tenant must pay all monies due promptly (eg. rent, any service charges and excess water rates);
7. Two weeks notice is required if vacating a HSD residence at any other time than at cessation of duties;
8 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. [Section 106(3)] Therefore, at the end of the tenancy the tenant will ensure the following:

1. The carpets are professionally steam cleaned;
2. Pest control for fleas is undertaken where pets have been kept at the premises;
3. The property and all inclusions are left clean and in the same condition, fair wear and tear excepted.

The HSD is responsible for general maintenance due to normal wear and tear. The HSD reserves the right to recoup the costs of any cleaning, repairs and maintenance due to damage or neglect of the tenants and their guests.

Over and above being required to sign a tenancy agreement, all employees allocated housing owned or leased by Queensland Health, acknowledge that in addition to the standard provisions, the following conditions apply:

1. If the employee or their partner purchase a private dwelling in their employment centre or within 50km of that centre, they must advise the District Manager, with the full understanding that they will be required to show cause why their tenancy should not be terminated within 30 days notice in writing;
2. The term of the tenancy is not expected to exceed five (5) years (as after 5 years you may be considered a resident of the area in which you are employed) and that in the event the occupant is still occupying a departmental dwelling after this time, the occupant may be asked to show cause why the tenancy should not be terminated upon six (6) month's notice; and
3. Where a formal tenancy agreement has not been signed, Queensland Health and the occupant must recognise the provisions of the Residential Tenancies Act (as amended).

9.5 Special or Additional Terms

[Sections 36 & 37 of the Act]
Depending on the circumstances of the tenancy, terms specific to your needs should be added to the Standard Agreement. However, you cannot agree to vary the terms of the agreement so that they contradict the Act. [Section 37.(1)]

The wording of special terms should be checked against a copy of the Residential Tenancies Act 1994.

The relevant section of the Act should be quoted, along with the section numbers as shown below.

Example 1:
The costs of any repairs or damages requiring attention by the lessor at the end of the tenancy will be recovered from the tenant. Refer Section 106(3) Condition premises must be left in – “at the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted”.

Example 2:
“It is further noted and agreed that in the event the tenants’ employment ends, the lessor reserves the right to give four (4) weeks notice to leave the premises to the tenant” Refer Sections 162 (1)(2)&197(1)(2)(f)

If a copy of the Residential Tenancies Act 1994 is not at hand or you are uncertain, you can phone the Residential Tenancies Authority on 1800 177 188. An operator will be able to answer any questions you may have and refer you to the relevant sections in the Act.

Questions can also be referred to:

Manager - Property Planning & Development Unit.
(07) 3006 2729

Too Hard to Understand???
9.6 Forms Required When Signing a Tenancy Agreement

It is essential that the following be supplied to the employee/tenant when signing a residential tenancy:

*Please note:* Lessor = “The State of Queensland (Represented by the Department of Health)”

9.6.1 Tenancy Agreement

The HSD must establish the terms and conditions of the agreement and have these agreed to by the employee prior to the commencement of occupancy. The Queensland Health Tenancy Agreement has been prepared as a base document for use by all Districts. This is the recommended document for implementation of new leases. The General Tenancy Agreement provided by the Residential Tenancies Authority is the minimum requirement for formalising those agreements where the tenant is already in occupancy and a written agreement has not been finalised.

Once the terms and conditions of the lease agreement have been established, this information should be recorded in a District register to ensure critical dates and terms can be monitored on a regular basis. PDU will on occasion require details in order to provide strategic asset management advice and will need to be notified of new agreements for additional accommodation.

The employee must sign the agreement prior to occupancy and/or before the hand over of the keys. Once signed by the tenant it should be signed by the District Manager and returned to the tenant within fourteen (14) days. [Section 40 of the Act] Penalty – 10 units or $750

9.6.2 Essential Terms and Conditions

The essential terms and conditions are attached to both of the approved tenancy agreements:

[Section 39 (1) of the Act]
(1) The Queensland Health Tenancy Agreement
(2) The General Tenancy Agreement by the RTA - Form 14a

9.6.3 Information Statement, Renting in Queensland (RTA Form 17a)

The tenant must be given a copy of the tenancy agreement signed by all parties within fourteen (14) days. This must be accompanied by a copy of the relevant information statement being “Your Guide To The Residential Tenancies Act 1994 – General Tenancies”. [Section 43 (1) of the Act] Penalty – 10 units or $750

9.6.4 Bond Lodgement (RTA Form 2)

This standard form must be signed by the District Manager (as the agent for Queensland Health) and the tenant. The HSD is responsible for ensuring that the tenant/employee receives a copy of this form once signed by all parties and that bond monies are lodged within ten (10) days of receipt.

9.6.5 Body Corporate By-Laws (where applicable)

The tenant must be made aware that they are bound by body corporate by-laws and it is the lessor/agents responsibility to obtain and provide the tenant with a copy of these by-laws where they apply. [Section 45] Penalty – 20 units or $1500

9.6.6 Entry Condition Report (RTA Form 1a)

It is the lessor’s responsibility to complete the entry condition prior to the commencement of occupancy and provide this to the tenant. Refer Section 8.1. [Section 42 (1)] Penalty – 20 units or $1500

9.6.7 Furniture Inventory

In the event the property is furnished, detailed inventories of inclusions must also form part of the condition report. Lessor are responsible for checking these in conjunction with condition reports at the commencement and termination of tenancies and providing copies to the tenant.
The above items are obligations under the Residential Tenancies Act and as such the absence of just one may result in the enforcement of penalties by the authority. These requirements ensure that all parties to agreements (eg. Queensland Health and its employees) are aware of and therefore honour their legal obligations.
10 RENTAL BONDS

A rental bond is money paid by a tenant at the start of a tenancy. It provides security against the tenant breaching the terms of the tenancy agreement. Some examples of reasons why the bond money may be required at the end of the tenancy are:

- Cleaning
- Carpet cleaning
- Damage
- Broken or misplaced inventory
- Gardening
- Rubbish removal
- Flea treatment

All bonds paid must be lodged with the Residential Tenancies Authority within ten (10) days of receipt. As previously mentioned failure to do so may result in penalties.

Section 77 (1) of the Residential Tenancies Act provides:

‘A person must not require payment of, or accept, a rental bond more than, or amounts as rental bond totalling more than –

a) if paragraph (b) does not apply – the maximum rental bond for the agreement (meaning four (4) times the weekly rent); or

b) if the lessor is the tenant’s employer and gives the tenant a rental subsidy – the amount fixed under subsection (2).

Section 77 (2) provides:

‘The maximum rental bond permitted under the Residential Tenancies Act if the lessor is the tenant’s employer and provides the rental subsidy, is the greater of $400 or the maximum permitted rental bond for the agreement.’

10.1 Rental Subsidy

Where the Department makes a contribution to an employee’s accommodation costs as an incentive/recruitment strategy, and the lessee/employee pays a subsidised rental (even if this is a notional rental eg. $1) to the Department, it is considered that this contribution amounts to a rental subsidy. In these cases the provisions of Section 77 (2) of the Act can be applied and the Department is entitled to require payment of a rental bond. This bond can be either the equivalent of 4 weeks rental or, where only nominal rent is charged, an amount of up to $400 by the lessee/employee either as a lump sum or in progress payments.

In cases where the Department absorbs the whole of an employee’s accommodation costs as an incentive/recruitment strategy and no rent is payable by the employee under the agreement, then a bond cannot be charged.

It is recommended that the employee make some contribution to rent for accommodation (even if this is a notional rental). All employees are required to enter into a residential tenancy agreement regardless of whether or not rent is charged. All occupants of subsidised accommodation will be required to pay a bond.

10.2 Who Pays Bonds?

Queensland Health employees who occupy premises owned or leased by the Department and who make a contribution to the cost of their accommodation (ie. pay $1 or more in rent per week) should be charged a bond. [Section 77(2) of the Act] This bond should apply to all applicable agreements in order to reduce the maintenance and repair costs often accrued to the District as a result of breaches of tenancy which quite often affect the standard and availability of District accommodation to future occupants.

The ability to charge this bond applies whether or not the right is for exclusive occupation. The maximum which can be charged is the equivalent of four weeks rent or $400 whichever the greater. At the discretion of the District Manager the option exists to charge a lesser amount to occupants of group share accommodation, such as nurses quarters, barracks and batches. However, the charging of the $250 as a minimum charge for bond regardless of accommodation style is recommended. Consideration of the amount should be included in the District Allocation Policy.
Only one bond can be charged for each tenancy agreement. In the case of share accommodation, where each occupant must sign a separate tenancy agreement, then they should be charged individual bonds. Where the accommodation is considered Board and Lodging, a bond should still be charged however only the provisions of the Act relating to Bonds will apply.

Except for those employees who have contracts for less than three (3) months or “rent free” accommodation, all employees who are provided with accommodation, regardless of the style of accommodation must pay a bond. In instances where the initial three (3) month contract is extended the employee is then required to pay a bond, regardless of the predicted length of the extension. The District Manager has discretion to charge bonds for periods of less than three (3) months and this discretion should also be considered in the District Allocation policy. Due regard should be given to the administrative requirements and lodgment periods imposed when a bond is charged.

10.3 Lodging Rental Bonds

Error! Reference source not found.
The Residential Tenancies Authority (RTA) requires that the tenant be given a signed receipt for bond money, which shows:

- The date the bond was paid;
- The name/s of the tenant/s;
- The amount of bond;
- The amount paid by each tenant;
- The address of the rental premises; and
- The name of the person receiving the bond.

It is the responsibility of the HSD to ensure that a Bond Lodgement (RTA Form 2) is completed correctly, signed and sent to the RTA with the bond money within ten (10) days of receipt. Only those tenants who contributed to the bond should be listed and sign the Bond Lodgement form.

Forms and bond money can be lodged at official Australia Post offices, which act as agents for the Residential Tenancy Authority, posted, or lodged at the Authority over the counter. Mailing to the authority is free of charge to:

Residential Tenancies Authority
Reply Paid 613
GPO Box 390
BRISBANE QLD 4001

Once the bond has been lodged, the tenant and lessor/agent will receive an Official Receipt of Bond, usually within one (1) week. This is a record of the bond money held by the RTA, and should be kept with all tenancy paperwork. The Official Receipt contains a Rental Bond Number, which uniquely identifies the details of the tenancy. This should be used in all communications with the RTA.

If both parties agree, a bond can be paid by instalments. However the administration of this should be considered. The first instalment of the bond with the RTA is lodged with the Bond Lodgement (RTA Form 2) and subsequent instalments must be accompanied by an Instalment of Rental Bond (RTA Form 7). Each instalment must be lodged within ten (10) days of receiving it from the tenant. As mentioned previously, failure to do so may result in penalties being imposed.

10.4 Refunding Rental Bonds

An Application for Refund of Rental Bond (Form 4) is used to refund or claim the bond. Refer:–

Bond is to be refunded to employee/s after the property has been vacated and upon a satisfactory inspection report being conducted by an officer of Queensland Health to the District Manager or their nominated delegate.

Where all the parties to the bond agree on how the bond should be refunded, and sign the Form 4 accordingly, the form can be taken to the nearest accredited Australia Post office in Queensland for a cash refund – usually approved within one (1) hour. Alternatively, when posted to the RTA refund cheques can be expected within one to two weeks.

In the event of a dispute over the full refund or break up of the bond, either party can make a claim for the bond by lodging an Application for Refund of Rental Bond (Form 4) after the tenant has vacated the premises.

The RTA will then send a Notice of Claim to the other party, notifying them of the claim that has been lodged.
If an agreement cannot be reached, the party who did not claim the bond must complete a Dispute Resolution Request (Form 16). This form is sent together with the Notice of Claim advising that it must be returned within fourteen (14) days to the RTA or the bond will be refunded as claimed by the other party. The bond will not be paid out until the dispute is resolved. However, if the bond has been claimed and the other party does not complete a Dispute Resolution Request (Form 16) by the required date, the RTA will pay out the bond as originally directed after the specified period (approximately 14 days).

In instances where the final inspection is not satisfactory and the amount required to clean/repair the premises is over and above the bond amount, the balance of monies owed will be deducted from wages by negotiation with employee/s. In the event that this negotiation is unsuccessful the matter should, at the discretion of the District Manager, be pursued through the Small Claims Tribunal or the engagement of a debt collector. The District Manager holds the delegation to sign off final refunds of bond monies.

Recovery of monies from current or previous occupants of departmental housing will be in accordance with departmental policy on the recovery of monies from sundry debtors.

10.5 Guidelines for Claiming of Damages

The employee/s shall be responsible for damage caused by the deliberate or negligent conduct of the employee/s or guests of the employee/s. The property must be presented in a clean and tidy condition upon vacating or deductions will be made from bond monies held by the RTA.

Ideally damages identified during the term of the tenancy should be addressed by cash reimbursement at the time of discovery.

#### 10.5.1 General Damages

Wilful damage to walls caused by furniture, careless picture hanging, used of adhesive tapes, stickers or blue tack, or disorderly behaviour will be charged as tenant liability.

Similar damage to ceiling, floors, doors, fittings and utensils will be treated in the same way.

#### 10.5.2 Painting

Where repainting of internal surfaces is necessary within five (5) years, tenant liability will be charged. The percentage of tenant liability to be charged will be as follows:

<table>
<thead>
<tr>
<th>Time Since Last Painting</th>
<th>Percentage of Tenant Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 year</td>
<td>100%</td>
</tr>
<tr>
<td>Over 1 year up to 2 years</td>
<td>80%</td>
</tr>
<tr>
<td>Over 2 years up to 3 years</td>
<td>60%</td>
</tr>
<tr>
<td>Over 3 years up to 4 years</td>
<td>40%</td>
</tr>
<tr>
<td>Over 4 years up to 5 years</td>
<td>20%</td>
</tr>
<tr>
<td>Over 5 years</td>
<td>nil</td>
</tr>
</tbody>
</table>

Where multiple tenancies have occurred since the time of last painting the above formula may be varied at the discretion of the inspecting officer. The officer can partially or totally waive tenant liability charges, where in their opinion the condition of the paintwork has deteriorated due to previous washing.

#### 10.5.3 Cleaning

All cleaning (walls, floors, rubbish removal, utensils, etc.,) calling for more than a light clean of each room and the stove will be identified as a tenant liability. NOTE: Tradesman are responsible for cleaning up after their work is completed. If this is not done, contractors are to be debited with any cost incurred.

#### 10.5.4 Glazing

Where breakage is caused by tenant negligence, glazing repairs will be identified as tenant liability. All other glazing repairs that would normally be charged to insurance eg. storm damage, vandal damage, accidental breakage, shall be paid by the HSD.

#### 10.5.5 Flywire

All liability charges to be assessed according to the length of time since flywire was previously replaced (as per painting).

<table>
<thead>
<tr>
<th>Time Since Last Painting</th>
<th>Percentage of Tenant Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 year</td>
<td>100%</td>
</tr>
<tr>
<td>Over 1 year up to 2 years</td>
<td>80%</td>
</tr>
<tr>
<td>Over 2 years up to 3 years</td>
<td>60%</td>
</tr>
<tr>
<td>Over 3 years up to 4 years</td>
<td>40%</td>
</tr>
</tbody>
</table>
10.5.6 Plumbing Blockages
Contractors are to be requested to report the cause of all blockages to pedestal pans, waste pipes and sewer lines. Where such a blockage can be identified as tenant caused, tenant liability will be charged.

10.5.7 Water Pipes
Any damage to garden taps caused by lawn mowers or vehicles or any puncture of underground water pipes caused by digging etc., will be charged as tenant liability.

10.5.8 Electrical
Where electrical faults are proven to have been caused by tenant's faulty appliances, tenant liability will be charged.

10.5.9 Clothes Hoists
Any damage to arms or wire will be charged as tenant liability.

10.5.10 Grounds
Any costs associated with mowing of lawns, slashing of long grass or removal of rubbish, including car bodies, etc., will be charged as tenant liability.

10.5.11 Tenant Alteration/Additions
Where necessary, costs for repairs to, or removal of any sub-standard alterations or additions carried out by tenants will be charged as tenant liability.

10.5.12 Household Pests
Where tenants have pets they are responsible for the eradication of fleas during and at the end of the tenancy. Rodent, white ant and annual pest control for cockroaches is the responsibility of the Queensland Health or the lessor.

10.5.13 Keys and Locks
Districts are encouraged to keep copies of all keys given to tenants.

Nevertheless keys are the tenant's responsibility. Charges for the replacement of locks or barrels, or to re-key locks as a result of the misplacement of keys will be charged as a tenant liability where spare keys are not with the HSD.

10.5.14 Air conditioners
Service calls and repairs to air-conditioners directly attributable to failure by tenants to clean filters will be charged as a tenant liability.

10.5.15 Swimming Pools
In the event that swimming pools require cleaning or repairs are required, such costs will be charged as a tenant liability.
11 UTILITIES

Utilities are to be charged in line with the entitlements of the relevant Industrial Relations Manual in all accommodation. An exception to this rule is where actual costs cannot be ascertained such as share accommodation and accommodation units which are not separately metered.

11.1 Electricity (& gas)

All staff are to be responsible for the connection and cost of electricity charges except for staff under Awards who are entitled to free electricity and those living in hostel type accommodation which are not separately metered.

Queensland Health reserves the right to recoup the costs of any electricity charges considered to be excessive.

11.2 Telephone

All staff are to be responsible for the connection and cost of telephone charges except for staff under Awards which have an entitlement.

The telephone account should be in the staff member’s name. The staff member will arrange for the connection of telephones and the HSD will refund the connection, rental and call allowance in accordance with IRM 2.2-3.

Staff who reside on a Hospital campus and are required to be on-call may have a Hospital PABX extension installed instead of the above arrangements at the discretion of the District Manager. Such PABX extensions will have local call access only.

Staff who wish to have their own telephone installed may do so at their own expense and are responsible for the payment of all associated costs.

11.3 Water

Queensland Health will pay all costs associated with the normal provision of water to departmental housing.

In cases where excess water has been charged, an officer of the District shall investigate. In the event that the excess water charges are a result of:

1. neglect and/or misuse by the occupant/s the District must seek restitution from the occupant/s
2. leaking taps, broken pipes, etc. The District officer must ensure that the problem is repaired as quickly as possible. The District in this case is responsible for the payment of all excess water charges.

Note: It is the responsibility of the tenant/s to notify the appropriate contact of any necessary plumbing repairs as soon as the problem is noticed. Failure to notify within a reasonable time will result in the tenant/s being responsible for any excess water charges.

In the case of units and duplexes that are not individually metered, excess water cannot be accurately calculated and will not be passed on to the tenant/s.

11.3.1 What does the Act say about water charges?

The Residential Tenancies Act 1994 contains provisions that determine who is responsible for the payment for water in a rental property.

Under Sections 90 and 91a of the Residential Tenancies Act 1994, lessors are generally responsible for paying a “reasonable” amount for water consumption and can only pass the cost on to the tenant under a general tenancy agreement should consumption be above that reasonable amount.

In Queensland, local governments (councils) are responsible for charging for water consumption. The way in which councils charge for water does vary, however, most include water charges with the rates notice sent to the owner of the property.

Most Queensland councils are changing the way they charge for water. How this occurs will vary between council areas.
Parties negotiating the amount of water each will be responsible for, must remember that an agreement which attempts to pass on more than payment for the unreasonable use of water to the tenant, may breach the Act.

The following questions may help determine a fair distribution of water costs:

- How does the local council charge for water?
- What is the average water usage in your area? (Your council will be able to provide this information)
- How many people will be living in the premises?
- How large is the block or yard? Are there gardens or lawns that required watering?
- Is there a pool or other special items that use a lot of water?
- Are the premises fitted with water saving devices, such as dual flush toilets, built in watering systems and shower roses?
12 INSPECTIONS

The mandatory and diligent inspection of Queensland Health housing will benefit Queensland Health and its employees by:

1. Lowering the cost of tenant neglect currently funded by the HSD’s;
2. Maintaining the standard of accommodation resulting in consistency of standards;
3. Ensuring that adequate maintenance planning is undertaken at a District level;
4. Removing the potential risk of costly penalties by the Residential Tenancies Authority.

12.1 Entry Condition Reports & Inventories

The Entry Condition Report (RTA Form 1a) should be completed by an officer of the District and the tenant/employee as a record of the condition of the premises and its contents at the time of moving in. Failure to supply the tenant/employee with a condition report when signing a tenancy agreement could result in a fine of $1,500 by the Residential Tenancies Authority. [Section 42] Refer to:

www.rta.qld.gov.au for information on these forms and how to complete them.

In the case of furnished accommodation, detailed inventories of inclusions contained in each residence must also be undertaken and signed off by the District and the tenant in conjunction with the condition report at the commencement and termination of a tenancy agreement. Refer Annexure 8.

Examples of such inclusions:
- Furniture for bedrooms, living and dining
- Bedding and linen
- Kitchenware
- Crockery and tableware
- Television and antenna
- Refrigerator
- Washing Machine
- Microwave

For further information on furniture standards refer to Section 19.8 of this document.

An officer from the HSD will inspect the property upon vacation and:
(1) Complete a property condition report,
(2) Assess any tenant liability,
(3) Arrange necessary maintenance and repairs as soon as possible before the next tenant arrives, and
(4) Where applicable undertake a furniture inventory.

It is advisable that the condition report is completed within two (2) days of the previous tenant vacating the property and the property checked again after any necessary cleaning or repairs have been undertaken. In cases where there has been a week or more between tenants, a final check of the cleanliness should be done just a day or two before the new tenant moves in.

Ideally, if time permits, it is always best to check the condition report together with the tenant at the beginning of the tenancy. This gives both parties clear expectations of the condition and cleanliness the property is to be handed over in at the end of occupancy and any issues can be addressed without unnecessary delays.

The next best option and often more convenient, is for a copy of the report to be retained by the District prior to being given to the tenant for checking and any changes. The tenant should be given three (3) days in which to check and return the report. A copy must be retained to ensure that Queensland Health have a copy to prove that a condition report has been undertaken in the event it is not returned or is misplaced by the employee.

Entry Condition Reports (RTA Form 1a) that are a carbonised form should be checked and if the bottom copy is not clear enough a photocopy should be taken of the top pages prior to giving the report to the tenant. When all three pages are complete, the bottom copy or a photocopy, can be retained by the District, as their interim copy.

In summary the steps are:-

(1) At the time of signing the lease or handing over the keys, the two (2) top copies of the (3) three-page condition report are given to the tenant for checking and any changes. If the bottom copy is unclear a photocopy should also be taken and retained by the District.
(2) Tenants should be given three (3) days to complete and return the condition report. The HSD should contact the tenant/employee if the condition report has not been received within five (5) days.

(3) After the tenant has checked the report, made any changes and signed their copies, the tenant/employee must return one (1) copy (consisting of three (3) pages) to the appropriate officer of the District.

(4) If steps 1 to 3 are followed, both parties will have copies of the condition report with both parties’ comments and signatures and therefore all commentary on the condition of the property.

Both the HSD and the employee are required to keep copies of the completed form to reconcile with the Exit Condition Report (Form 14a) completed at the end of the tenancy.

Condition reports are required under the legislation [see Section 42] and should always be completed, as they are invaluable as evidence in the event of a dispute arising at the end of the tenancy over the contents and/or the condition of the premises.

Penalty for non-compliance is 20 penalty units or $1500.

In respect of leased properties, the owner or their agent will inspect the property when it becomes vacant and carry out entry and exit condition reports.

**Keys**

A photocopy of the keys should also be taken for your records. Should the tenant misplace or fail to return keys to certain locks, there is then an ability to have the replacement cost of these charged to the tenant/employee.

### 12.2 Exit Condition Reports

In fairness to an incoming tenant the vacating tenant is expected to thoroughly clean the residence. Where the house has been left in a damaged and/or dirty condition or with an accumulation of rubbish in the grounds, the HSD will take action to have the property made fit for occupation for the incoming tenant. The cost of such work will be charged to the previous tenant where it can be traced to them. Refer to Section 6.0 for further information on bonds and claiming of damages. [Section 42A of the Act]

Such action cannot be undertaken however, without having completed an Exit Condition Report (RTA Form 14). This is completed by the tenant and the lessor as a record of the condition of the premises at the end of the tenancy. The parties should use this form to compare the condition of the premises at the end of the tenancy with their condition at the beginning as stated on the Entry Condition Report (RTA Form 1a). Refer www.rta.qld.gov.au.

#### 12.2.1 Improvements by Tenants

Queensland Health will only contribute towards the cost of tenant improvements to a property under the following circumstances:

1. Prior written approval of the improvement/s has been obtained from the HSD;
2. The improvement/s comply with building by-laws and construction standards;
3. The improvement/s are approved by Capital Works Branch;
4. The improvement/s adds value/amenity to the property.

The above are subject to an inspection by a Queensland Government Qualified Tradesman and receipts being produced. Consideration will then be given to reimbursing the tenant for the materials cost only, not labour.
12.3 Routine Inspections

Queensland Health accommodation assets are to be inspected:
1. On a (6) six monthly basis to assess condition and maintenance;
2. When tenant/s vacate;
3. When the new tenant/s moves in;
4. When formally requested to do so by any tenant/s;
5. When deemed necessary by the District Manager.

The following should be assessed during these inspections:
1. The need for maintenance and/or upgrade;
2. The checking of inventories;
3. The repair of damage;
4. The general care, tidiness, cleanliness of the premises both inside and out.

Standard routine inspection forms are provided as Annexure 16 of this manual. These assist in the completion of condition reports and the recording of damage/neglect and the maintenance requirements of HSD’s.

Routine inspections have many benefits for Queensland Health. They provide information in relation to:

- How well the tenants are maintaining the property. It is advisable to photograph properties prior to occupation as well as during occupation. Photos should also be taken where there is the likeliness of a future dispute.
- Whether any repairs and maintenance are required at the time of the inspection.
- What preventative maintenance might be required to maintain the condition of the property.
- What future improvements or repairs might be necessary either at the end of the current tenancy or in the next one to two years.

This information is recorded in a written report (refer annexure 13), so that the District has an ongoing record of the property condition. Reports should include information on all of the above so that immediate maintenance can be attended to and HSD’s can plan and budget for future requirements.

12.4 Rules of Entry

Unless a mutually convenient time has been arranged with the tenant, an Entry Notice (Form 9) must be issued before an entry can be made. See Error! Reference source not found.

An employee representing Queensland Health as the lessor can enter rental premises for the following reasons only. The amount of written notice required depends on the reason for the entry. That is:

- To inspect the premises ie. quarterly or six monthly routine inspection requiring 7 days notice
- To make routine repairs or carry out maintenance requiring 24 hours notice
- To show the premises to a prospective purchaser or tenant requiring 24 hours notice
- To allow a valuation of the premises to be carried out requiring 24 hours notice
- If the lessor reasonably believes the premises have been abandoned requiring 24 hours notice
- In an emergency requiring No notice required
- To protect the premises/inclusions from imminent or further damage requiring No notice required

It is an offence for a lessor or agent to enter the rental premises in contravention of these rules of entry. Such offences may attract penalties of up to 20 penalty units, that is $1500.

Ideally, the lessor and tenant should agree to a time convenient to both parties. However, there is no requirement under the Act that a tenant be present when a lessor enters the premises. [Section 109]
13 MAINTENANCE

The responsibility and legal accountability for the condition of properties and maintenance rests on both Queensland Health as the owner and the agents we employ. Under the Residential Tenancies Act lessors have clear responsibilities both at the beginning and throughout tenancies to present and maintain properties in a “reasonable” condition. HSD’s should allocate adequate funding for the maintenance of residential accommodation.

The management of the overall condition of employee housing encompasses the monitoring and management of:

- The standard of properties when constructed and acquired
- Condition of properties at tenancy changeover
- Regular property inspections and preventative maintenance reporting
- Effective management of repairs (both emergency and non urgent), and
- Careful selection and monitoring of tradespeople.

The new Maintenance Management Framework endorsed by Cabinet sets a minimum maintenance expenditure of 1%. However, the benchmark figure adopted by Government Employee Housing Branch (GEHB) is set at 2.5%.

Queensland Health must ensure that its accommodation assets are comparable to those owned by GEHB and other government agencies. Therefore, expenditure of 2.5% of the value of the asset base by the HSD on the maintenance of their accommodation assets each year is a useful guide.

Under the Queensland Government Policy, Maintenance Management Framework, Districts are responsible for the facilitation of condition assessments of departmental assets once every three (3) years.

The responsibility for maintenance of leased accommodation rests with the lessor or their agent and tenants are required to lodge maintenance requests with the lessor/agent.

13.1 General Repairs

Employees should notify the HSD of any general/necessary repairs. The HSD must carry out these repairs in a reasonable time. If the tenant caused the damage, the District shall recoup the cost of repairs.

Where an employee issues a Notice to Remedy Breach (Refer www.rta.qld.gov.au Error! Reference source not found.), the District has at least seven (7) days to carry out the necessary repairs. In the event the repairs are still not done upon the expiration or the Notice to Remedy, the employee can apply to the RTA for conciliation or, if unsuccessful, apply to the Small Claims Tribunal. The employee cannot however, withhold rent payments until repairs are carried out.

13.2 Emergency Repairs

The HSD is responsible for arranging and paying for any emergency repairs. Under Section 127 (1) of the Residential Tenancies Act, tenants are able to arrange for emergency repairs where they have been unsuccessful in contacting the nominated contact officer of the District and the nominated repairer indicated on the tenancy agreement.

The amount incurred for emergency repairs arranged by the tenant should not exceed (2) two weeks rent. Therefore, it should be ensured that there is an after hours contact available to employees in the event a maintenance emergency occurs.

Under the Act only emergency repairs can be arranged by the tenant/employee, these include:

- a burst water service;
- a blocked or broken lavatory system or fittings;
- 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 break down of the gas, electricity or water supply to the premises (utilities supplier to be contacted first);
- a failure or breakdown of any essential service or appliance on the premises for hot water, cooking or heating;
- a fault or damage which causes the premises to be unsafe or insecure;
• a fault or damage likely to cause injury to a person or damage to property or undue inconvenience to the tenant;
• a serious fault in any staircase, lift or other common area which inhibits or unduly inconveniences the resident in gaining access to or using the premises.

14 BREACHES OF TENANCY

Where the owner or the tenant does something which is not in line with their tenancy agreement they have “breached” the agreement.

The lessor or tenant may issue a Notice to Remedy Breach Error! Reference source not found., giving the other party at least seven (7) days to correct the situation.

Failure to remedy the situation within seven (7) days may result in a Notice to Leave Error! Reference source not found. being issued.

In the event that further information is required please contact the Residential Tenancies Authority on 1800 177 188 or PDU on (07) 3131 6547 for assistance and advice.

15 TERMINATING AN EMPLOYER PROVIDED TENANCY

15.1 Lessor Notice on termination of employment
Under the Residential Tenancies Act 1994, an employee-related tenancy agreement may be terminated by the lessor/agent with four (4) weeks’ notice if the tenant’s employment has ended. This applies only if special provision has not been made in an Industrial Agreement or Award to terminate the tenancy.

15.2 Lessor Notice whilst still employed
If the agreement was provided as part of the contract of employment then the tenancy may only be terminated if the contract of employment allows and in accordance with the Act.

15.3 Employee Notice whilst still employed
Two weeks notice is required of an employee who decides to vacate a HSD residence at any other time than at cessation of duties. This is the appropriate notice period given by tenant/s without grounds where the agreement is a periodic (month to month) tenancy agreement. [Section 199.(e)].

If an agreement expires and the tenant remains in occupation then the agreement is said to be periodic.

15.4 Cessation of a Tenancy
A co-tenant, spouse or other person occupying the premises will not be recognised as the tenant if the departmental employee ceases to occupy the premises, or dies. In such situations reasonable notice shall be granted to the occupant/s of the household, giving due consideration to the circumstances. The Residential Tenancies Authority or the Small Claims Tribunal will provide advice where a reasonable agreement cannot be reached.

16 VACANCIES AND TEMPORARY OCCUPANCY

16.1 Vacancies
HSD’s are to advise PDU in the event a residence has been or is likely to be vacant for more than three (3) months. Once monthly reporting is in place this will probably become one of the minor amendments required to the standard form each month.

If units of housing remain vacant, and are likely to remain vacant for significant periods of time (eg. longer than (3) three months), the District Manager must advise PDU of the reasons for the vacancy. The District Manager, in consultation with PDU shall recommend action such as temporary tenancy (periodic) by other government employees or the future disposal of the asset. Close monitoring of vacancy levels will assist in providing funds for maintenance and planning for future needs.

Queensland Health residential accommodation may not be leased to anyone other than a Queensland Health employee, unless the Deputy Director-General has granted specific approval.
16.2 Temporary Occupancy of Vacant Departmental Housing

The District Manager will determine the terms and conditions of the temporary occupancy by other than departmental employees in light of advice from the District Employee Housing Coordinator. All such allocations will be on a periodic basis, ie. 14 days notice can be given to the occupant when Qld Health requires the property again.

Rent levied on non-departmental employees will be market rent.

Non-Queensland Health employees temporarily occupying departmental housing will always be required to sign a General Tenancy Agreement or Board and Lodging Agreement and pay a bond equivalent to four (4) weeks rent.

University Students are accommodated under the same agreements with rent levied in accordance with current funding and District Allocation Policy.

17 INSURANCE

Queensland Health is self-insured. The department does not insure tenants/employees possessions and suitable coverage is a matter for each individual tenant.

Public liability insurance should also be taken out by tenants/employees.

18 RTA FORMS

Tenancy Agreements and all other forms outlined in this document are available at no charge from the Residential Tenancies Authority. This can be done by orders over the phone, requests by mail, accessing the RTA fax back service, or downloading the forms from the RTA web-site. Printed forms can be used, original copies of forms are not required, however faxed forms should be photocopied and the copies used. All RTA forms and brochures are also available from most Australia Post Offices in Queensland. The forms used in the annexures have been downloaded from the web site and can be standardised for use by the districts.

Residential Tenancies Authority
GPO Box 390
Brisbane Qld 4001
Phone: (07) 3361 3611 Fax: (07) 3361 3695
Toll Free: 1800 177 188
Internet: www.rta.qld.gov.au

Either download or keep a stock of the forms in your office at all times, as Australia Post have been known to run out and should not be relied upon for last minute sign ups. The RTA recommends that you request an estimated one (1) month’s usage and they aim to process your request within 48 hours.

A copy of the Queensland Health Tenancy Agreement and the Residential Tenancy Agreement by the RTA are attached at annexures 2 & 3 for your information and clarification. Copies of the RTA form are available free of charge from:

- The Residential Tenancies Authority;
- Australia Post Offices, and

The special conditions used by the GEHB in the RTA form are also included at Annexure 4 and are recommended for inclusion where the RTA form is used.
Any queries should be directed to AMU using the following contact details:

Queensland Health
Capital Works & Asset Management Branch
Planning & Development Unit
G P O Box 48
BRISBANE QLD 4001
Phone: (07) 3006 2729  Fax: (07) 3006 2771
19 ACCOMMODATION SCALES AND STANDARDS FOR PURCHASE, CONSTRUCTION, UPGRADE AND ACQUISITION BY LEASE

The following scales and standards are based on the Queensland Government, Government Employee Housing Branch (GEHB) Scales and Standards (as amended 1999). GEHB standards are intended to be a guide to all Queensland Government departments involved in the purchase, construction and upgrade of dwellings for the occupancy of Government employees.

In the interest of equity and the general standardisation of Government employee housing, these standards have been adhered to and only minor amendments have been made.

It should be understood that standards are distinct from entitlements given the level of detail relating to what is normally provided as basic. The non-provision of one of these standards does not automatically provide reasonable grounds for dispute.

19.1 Aim of the Scales and Standards

The aim of these scales and standards is to provide, over time, ‘desirable targets’ for the scales and standards required in departmental housing.

It should be understood that standards are distinct from entitlements given the level of detail relating to what is normally provided as basic. The non-provision of one of these standards does not automatically provide reasonable grounds for dispute.

In the interest of equity and the general standardisation of Government employee housing, these standards have been adhered to and only minor amendments have been made.

standards, and in many country areas the local community standards for specific housing features may differ to those identified in the scales and standards. In such situations, a flexible approach consistent with the goal of providing employees with suitable and comfortable housing is to be adopted.

19.2 Application of the Standards

These scales and standards have been developed as guidelines to be applied by Queensland Health in the following circumstances:-

1. the construction of new houses, the scales and standards are to be used in the design brief to suppliers. These standards provide sufficient scope for a range of design options to be developed to meet the requirements;
2. the purchase of existing housing, the standards are to be used as a guide for agents to identify houses suitable for further consideration;
3. the planning of capital works upgrades to existing stock, the standards are to be used to provide the benchmark features or components of the house. The features contained in existing housing will not automatically be upgraded to meet these standards; and
4. as a guide when leasing additional housing stock.

19.3 Housing Categories

Under the Scales and Standards, housing may be provided in a number of categories. Examples include:

- a standard three or four bedroom house designed and acquired for the specific purpose of accommodation family units;
- a standard one to three bedroom unit/apartment/townhouse designed and acquired for the specific purpose of accommodating single occupants without dependents;
- motel style accommodation designed and acquired for the specific purpose of accommodating staff.

To enable increased flexibility in the allocation of housing between family units and singles, a proportion of housing may be a hybrid of the above. For example, a family home with three large bedrooms and an ensuite or second bathroom could also be used to accommodate three singles. Alternatively, a couple with one or no children may be accommodated in a unit or townhouse.

Housing that falls outside these parameters may be acquired or leased for the following reasons:-

- to accommodate families with a large number of dependents;
- to provide special facilities for employees or dependents with physical disabilities or special needs; and
- to meet the specific requirements of professional appointments.
19.4 Conformity with Community Housing Standards

Housing provided to Queensland Health employees should conform to contemporary and local community housing standards in terms of size, design, features (including climate control), and the use of building materials.

Houses shall generally be situated in safe residential localities, reasonably accessible to an employee’s place of employment and convenient to community facilities, and reflect a similar standard and style of housing.

19.5 Design Concept

The building design concept will strive to incorporate a wide range of environmentally sustainable design features to improve liveability, reduce the burden on the environment and be cost effective to live in and maintain. The design should incorporate spaces within the dwelling and adjacent to it that provides functional, liveable accommodation planned for the convenient arrangement of furniture, the maximum use of the available space and ease of passage. While reflecting minimum and desired requirements, the standards will be applied with sensible flexibility. In that context, wherever there is a need for discretion and there is no overall decrease in the level of the amenity, compromise solutions should be considered.

Passive solar design techniques (particularly the shading of walls and especially windows) should be maximised. All designs shall achieve optimum energy efficiency through orientation, shading, ventilation and insulation and exceed the 4 star energy efficiency rating and 4-5 star green rating. Low toxicity and embodied energy building materials and finishes are to be used.

Designs must take into account environmental factors that provide favourable orientation / aspect, such as main living areas facing north/south to maximize light and cross ventilation, breezeways to promote cross ventilation and minimal openings in western walls. Outdoor areas should not be built on the western side of the house. Houses and units/apartments/townhouses should be constructed to facilitate convenient access for furniture removal and delivery. This should also be a factor in considering housing for purchase.

Houses and units/apartments/townhouses should be designed with disability access in mind and occupants with special needs should be given consideration during the design or acquisition process. This will include specifications in some lowset houses to make them more readily adaptable for occupancy by disabled persons, e.g. hallway widths, door sizes, height and type of light switches.

Lowset houses will generally be of brick or masonry construction or equivalent quality cladding. They will provide either attached or free standing covered and secure car accommodation, and a secure weatherproof, insulated storage area.

Highset/above ground houses or prefabricated dwellings will generally be constructed of timber/hardiplank (or equivalent quality cladding), and should provide secure accommodation and a secure weatherproof, insulated storage area. Highset/above ground houses should generally be constructed in remote locations. This type of construction improves the security of the house and is usually more appropriate to the climate in these areas.

Outside areas and gardens are to be suitably landscaped and well drained such that tenants are required to undertake minimal maintenance only. For newly constructed houses the timing of landscaping works should be planned to coincide with the tenant’s arrival.

Permanent staff in regional areas requiring new buildings will be located in areas in which employees feel safe. Consideration may need to be given to locating the building away from “client areas” if necessary.

The acquisition and management of dwellings shall be in accordance with applicable legislation including the:

- Integrated Planning Act 1997;
- Workplace and Safety Act 1995;
- Environmental Protection Act 1994;
- Land Act 1994;
- Dividing Fences Act 1953;
- Native Title Act 1993; and
- Residential Tenancies Act 1994 (as amended).
It will recognise and comply with standard building laws, and as far as practicable, local government laws for each location with respect to:–

- Electricity;
- water supply;
- sewage disposal;
- gas supply;
- fire protection/services; and
- drainage

19.6 Standards for Family Housing

19.6.1 Functional Areas

The house should provide:
- three (3) or four (4) bedrooms;
- ensuite;
- walk-in-robe (optional)
- bathroom;
- toilet;
- kitchen;
- laundry;
- lounge;
- dining;
- family room (optional)
- enclosed car accommodation for two vehicles;
- lockable, insulated weather proof storage area;
- verandah / patio
- entry (optional);
- hallway (optional);
- two sets of stairs (for highset dwellings).

NOTE: The Standards of accommodation will vary in situations where Queensland Health enters into a head lease for existing accommodation.

19.6.2 Floor Areas

The enclosed footprint area of a three (3) bedroom house excluding car accommodation, verandah, porches and storage area but including exterior walls should be at least 150 m², and for a four (4) bedroom house 162 m², comprising the following rooms/areas. These room sizes are notional. Different size combination may be considered to achieve the same overall area.

- bedroom 1 (excluding built-in wardrobe) – 16 m²;
- walk-in-robe – 6m² (optional)
- bedrooms 2, 3 & 4 (excluding built-ins) – 12 m²;
- kitchen – 12 m²;
- main bathroom – 8m²;
- ensuite – 5 m²;
- toilet – 1.6 m²;
- lounge – 22 m²;
- dining – 14 m²;
- family room – 20 m² (optional)
- study – 10m² (optional)
- laundry – 8 m²;
- storage area – 9 m²;
- circulation space and access ways – as required;
- ceiling height – 2700mm;
- entry areas front and rear to be sheltered;
- external living 25m².

It may be more appropriate to procure existing housing not strictly meeting the above criteria where circumstances such as time constraints, market availability, remote areas and need for units/apartments dictate the necessity to acquire properties of a smaller size. In addition smaller rooms /properties may be acceptable if compensating factors are available e.g. larger rumpus/family room.
19.6.3 Floor Finishes

The floor finishes should be:

- carpet composed of low-volatile organic compound and of a quality that is hard wearing and does not show marks easily, is to be installed in bedrooms and study;
- hard wearing natural flooring (eg bamboo) or non-slip, non-porous ceramic tiles and grout to be installed in hallways, lounge, family room, toilets, bathrooms, laundries, kitchen, dinning rooms and entries. (High quality, non-porous vinyl of similar aesthetic quality may be considered);
- all concrete to be waterproofed from rising damp;
- all buildings to be rodent-proof and include ‘Termimesh’ on top of concrete slabs for termite protection;
- non-slip surfaces on exposed step treads.

19.6.4 Painting

All surfaces should be given two finished coats of paint in addition to primer/sealer and undercoat as required. Areas with high salt concentration in the air will require additional protective coatings. Paint finishes should be:

- external surfaces – gloss finish;
- internal surfaces – low gloss finish (except for architraves, skirtings, etc, which shall be gloss finish)

19.6.5 External Storage Area

The storage area should be lockable, fully insulated, weather proof and rodent proof. It may be a freestanding garden shed, an area within the car accommodation or under the house. Suitable open shelving is to be provided.

19.6.6 Car Accommodation

The car accommodation should be enclosed and secure (2 for three (3) or four (4) bedroom homes). If free standing these should be covered access provided to the dwelling. All new carports in regional and remote areas shall be able to accommodate a 4WD vehicle (6m wide x 3m deep x 2.4m, high opening plus additional 500mm (= 2.9m) to fit roller door or 260mm (= 2.69m) to fit panel door). Additional carports may be provided for homes accommodating more than 2 adults (i.e. shared accommodation).

19.6.7 Landscaping and Outside Works

Standard outside features of family homes are:

- outdoor recreation area – paved or concreted recreation area complete with covered insulated solid roof and gas outlets for portable barbeque;
- fencing – 1800mm weldmesh or powder coated steel/aluminium or equivalent for security, to close off the back yard where possible and 1800mm treated wooden palings for privacy;
- gates – 1800/1000mm metal framed, to suit fence type, to front and sides as required (double gates to driveway);
- driveway – paved or concrete driveway not less than 2.7m wide to run from the kerb to the car accommodation. The concrete driveway is to be 100mm thick reinforced with contraction joints to suit;
- clothes line to be a minimum length 30 meters for a 3 bedroom home and 40meters for a 4 bedroom home (portion of clothes line to be under cover);
- pathways – paved or concreted path from house to the front gate, clothes line and car accommodation if free standing;
- letter box – lockable “Australia Post preferred” letter box with street number attached to be placed adjacent to front gate;
- garden taps – two garden taps, one accessible from the front yard and one from the back yard. Metal multiple outlet adapter to be installed to tap providing irrigation system;
- topsoil and turfing – turf to 300sqm. Turf is to be maintained for a period of six (6) weeks after practical completion. Where climate and water factors do not sustain turf suitable alternatives will be provided which are aesthetically pleasing and facilitate outdoor activity.
- trees and shrubs – an allocation of trees and shrubs selected to enhance the property, to provide shade, and to be relatively robust and maintenance free. Endemic species are to be selected and planted in such locations as to not interfere with footings and services;
- retaining walls – to be installed to provide serviceable areas around the house e.g. patio, and to all areas where the height of banks exceed 450mm. These are to be of masonry or concrete construction and engineer certified;
Landscaping and Irrigation

Front and back areas of newly constructed houses will be suitably landscaped and provided with appropriate commercial grade automatic irrigation systems to a maximum of 400sqm.

19.6.8 Cupboards

**Standard cupboards should be:-**

- Built-in wardrobes:
  - bedroom 1– 3000mm x 600mm to ceiling height with a shelf over the hanging space;
  - in other bedrooms 2000mm x 600mm, to ceiling height with a shelf over the hanging space;
  - each cupboard is to include a block of shelves 600 x 600 at 450mm intervals located at one end

- Walk-in-robies (optional)
  - shelf over hanging space;
  - to include two blocks of shelves 600 x 600 at 450mm intervals to shelf over hanging

- Kitchen cupboards:
  - kitchen bench 4000mm x 600mm including space for a dishwasher (600mm wide) near the sink. Cupboards under (one child resistant catch to be supplied to the door of one contained cupboard for poisons) and will include pot drawer/s;
  - space for 500ltr refrigerator/freezer (1000mm wide, 1800mm high, 760mm deep);
  - benches to be 900mm high with rolled edge tops;
  - overhead kitchen cupboards – 1800mm x 800mm x 300mm - enclosed to the ceiling;
  - 450mm nest of draws in cupboards. The top draws to include a fitted plastic cutlery divide;
  - microwave oven alcove 700mm wide x 600mm depth x 450mm high to be incorporated in cupboards at a height of 1400-1500 from floor level to base of alcove;
  - kitchen pantry – 1000mm x 600mm to ceiling height with suitable shelving;
  - linen cupboard – 1200 mm x 800mm to ceiling height with fixed shelving (five) 5 off;
  - broom cupboard – 500mm x 450mm to ceiling height with a high shelf for the storage of cleaning materials at 1800mm;
  - laundry bench – 1000mm x 600mm x 900 high with 1000mm x 300mm shelf located 450mm above bench;
  - washing machine space 900mm and space for wall mounted clothes dryer;
  - 600mm space for chest freezer

19.6.9 Doors and Screens

**The standards for doors and screens are to include:-**

- security screens – to the moveable part of all windows with insect screens incorporated;
- triple lock security screens to doors - Aluminium security door to Australian standard with insect screen to all external doors including sliding door (doors to be keyed alike);
- garage doors – roller door or equivalent tilting door if garage constructed with open wooden batons;
- external doors – exterior quality door 35mm thick with solid core faced both sides with waterproof plywood;
- internal doors – internal quality door 35mm thick with honeycomb paper core faced with hardboard;
- wardrobe doors – sliding doors including one full length mirror;
- sliding doors – clear glass to meet Australian standards;
- windows – sliding anodised aluminium windows with clear glass (except obscure glass with fitted vent to bathrooms and toilets). Window locks or security screens may be fitted where warranted;
- door furniture – external doors to be fitted with deadlocks and keyed alike;
- internal bedroom, bathroom and toilet doors to be fitted with internal locks.
- Front and back doors to be fitted with Raven door seals
19.6.10 Lighting and Electrical Equipment:

**Electrical equipment and installations should consist of:-**

- stove – built in hot plates with glassed or tiled splashback to 400mm, grill and fan forced wall oven under bench;
- rangehood with light and exhaust fan to have fume vent through roof to outside air, and be located above the hot plates;
- telephone outlets/Internet access – pre-wired telephone cabling from external connection point to the kitchen, study and each bedroom. Double GPO next to each phone outlet for phone and computer connection;
- where necessary, TV antenna will be provided to enable clear reception. An outlet will be provided in the lounge, family room/rumpus and main bedroom;
- meter box – located to the requirements of the local electricity supply authority. Circuit protection by miniature circuit breakers, minimum of four spare poles after connection of all circuits, supply to be metered under domestic light, power and controlled hot water tariffs; residual current devices are to be provided on all power circuits;
- install compact fluorescent globes and fluore scent tubes in kitchen, living room, bathroom, laundry and toilet;
- bedrooms – each two double GPO on opposite walls and a light;
- toilet – light and extraction fan;
- bathroom – double GPO, heat lamps (3 in one design) of light and ring type exhaust fan;
- hallway – single GPO and light;
- lounge – three double GPO and two lights;
- family room/rumpus – three double GPO and two lights;
- dining – double GPO and a light;
- study - double GPO and a light;
- kitchen – three double GPO, five single GPO (one in the cupboard near the sink for a dishwasher, one in the microwave alcove, one in fridge alcove and one near the phone outlet). Stove and range hood to be hard wired with accessible on/off switch;
- verandah/Porch – light;
- exterior weatherproof power points at the front and rear of houses;
- commercial grade automatic sprinklers – weatherproof GPO adjacent to tap;
- storage area – single GPO and light;
- laundry – three double GPO (one for washer and dryer and one above bench and one for freezer space) and light;
- car accommodation – light and double GPO (waterproof if necessary);
- pergola – double fluorescent light and waterproofed double GPO;
- hot water system – permanent connection for hot water system;
- water pressure pump – weather proof GPO adjacent to tank;
- base of front and rear stairs – light;
- two-way switching – hallway, and front and/or internal stairs in two storey houses;
- sensor lights – Highset houses should have sensor lights under the house;
- exterior lighting at the front and rear of dwellings for security. Boundary lighting may also be specified;
- smoke detectors – hard wired with a battery backup complying with AS3876, with location and number to satisfy Building Act requirements;
- fire extinguishers or retardants (minimum of one fire blanket) to be located in the kitchen;

19.6.11 Water Supply

**The water supply should consist of:-**

- solar panels for water heating to be installed where possible and appropriate. To include 300 litre cylinders, 3 panels 6m³ pump system, with extra insulation on the cylinder and a mains electric backup on a relay switch. (Caution in areas with high salt concentration in the air e.g. coastal areas), OR
- hot water system – mains pressure storage type hot water system with a rated hot water delivery of 315 litres installed in accordance with AS3500;
- if natural gas available by mains, instantaneous hot water units to be preferred;
- water softener to be supplied where applicable (for bore water or areas of high salinity); bore water cooler – where applicable;
- rain water tanks (4000 litre) to be installed on concrete slabs with drinking water connection to kitchen and an external tap for garden use;
- water pressure pump – a domestic pressure system to reticulate rainwater to the cold outlet in the kitchen with a minimum output of approximately 30litre per minute at 140kpa;
- rainwater filter – all housing in locations declared non-potable by Queensland Water Authority, or where water salinity exceeds 1000mcg/l, to be supplied with UV lamp and carbon filter to rainwater connection to kitchen to supply safe drinking water;
- all housing in locations declared non-potable by Queensland Water Authority to have a water conditioner installed to the mains water supply;

19.6.12 Fixtures and Fittings

**Fixtures and fittings should consist of:-**

- toilet – ceramic bowl and heavy, durable plastic seat and dual flush cistern;
- vanity unit – 1500mm long with inset ceramic hand basin with three drawers and a cupboard under. Child resistant catch to one door;
- bathroom cabinet - 900 mm wide vertical standing cabinet having cabinet with mirrored doors, wall mounted at a functional height above the vanity unit;
- automatic washing machine taps (hot and cold) to be located above top of washing machine;
- shower – 1000mm x 900mm minimum size. Larger where possible;
- hinged shower door – single glass door;
- bath tub – pressed steel enamelled approximately 1520mm x 760mm recessed into walls and separate from the shower;
- laundry tub– (twin where possible) 64litre stainless steel tube with suds saver and cupboard under. Cabinet to have child resistant catch;
- kitchen sink – twin bowl stainless steel sink with single drainer and ceramic disk mixer tap;
- bathroom hardware – two 1200mm dual offset towel rails, one hand towel hook or ring, shower shelf, two bathroom hooks, toilet roll holder and soap holders to bath and shower;
- water restriction devices – to be fitted where possible eg AAA rated shower heads which deliver 6-9l/min and flow restricting tap washers;
- window furnishings will be provided for privacy as required. This may be blinds (sun screen, Venetian or vertical) and/or heavy duty curtain rods and 100% cotton Chintz thermal drapes. Sample to be approved.

19.6.13 Climate Control:

**Climate control should consist of:-**

**Passive Cooling measures:**
- breezeways that promote natural ventilation;
- installation of louvres to increase airflow to be considered;
- eaves – 750mm eaves to all aspects;
- whole-house or specific room ventilation fans which remove warm air from the house to be installed with roof ventilation (using either ridge vents, aluminium turbine ventilator (2-3/house), gable vents and eave vents);
- awnings to be provided where additional protection from sunlight is required;
- insulation- double sided aluminium foil flame retardant wall insulation to be installed to the full perimeter of the building and storage shed;
  - single sided 50mm fibreglass blanket to roof, storage shed roof and exterior pergola roof;
  - fibreglass insulation batts (75mm) to be installed in western wall;
- dust and draught excluder door seals to external doors.

**Active cooling measures:**
- ceiling fans – where applicable 900mm fans to kitchen and 1200mm fans to bedrooms, lounge,dining and main verandah/patio. Where fitted, fans should be centrally mounted and not interfere with lighting. (Combination fan/ lights should be used where ceiling heights permit);

Or
- split system reverse cycle air-conditioners – where applicable allow openings and install wall mounted units or equivalent to dining, lounge and bedrooms (a separate electrical circuit shall be provided for air conditioning);
- Ducted airconditioning should be considered for 3 and 4 bedroom houses in preference to split systems, to improve cooling and energy efficiencies.
- shading or protective structures may be required around condensing unit if not located in a cool and safe exterior location (e.g. shaded side of house);
- install programmable thermostats which turn off heating and cooling automatically.
Heating feature to include:
- heating to be provided in new housing in temperate and arid areas. This will be by either split system reverse cycle air conditioners, or LPG heaters;
- if LPG heaters required, installation shall be provided with gas connection to mains gas supply. If mains gas not available then consider two 45kg bottles of LPG with a double hood, bracket and chains, connection pipes and dual manual regulator;
- heat lamps (3 in one design) will be installed in bathrooms.

19.7 Variations to the above Standards to accommodate Multiple Tenancy Dwellings eg Unit, Apartment or Townhouse

19.7.1 Functional Areas:

The accommodation should provide:
- One, Two or three bedrooms
- Ensuite to each bedroom
- Walk in robe (optional in one bedroom units)
- Separate toilet adjacent to communal areas
- Kitchen
- Laundry
- Lounge
- Dining
- Covered car accommodation for each individual in shared accommodation
- Lockable, insulated, weather proof storage area
- Entry (optional)
- Hallway (optional)
- External entertainment area

The minimum floor areas should be:
- Enclosed area of unit (excluding car accommodation and storage area) – 80m2 for 1 bedroom, 130m2 for two bedrooms and 150m2 for three bedrooms These room sizes are notional. Different size combination may be considered to achieve the same overall area.
- Bedrooms (excluding built-in wardrobe) – 16 m2
- Kitchen – 12 m2
- Ensuite – 6m2 to include shower, toilet and built-in hand basin – may include Laundry (total 8m2)
- Walk in robe – 6m2
- Toilet – 1.6 m2
- Lounge – 22 m2 (Lounge dining may be combined in one bedroom units)
- Dining – 12 m2
- Laundry – 6 m2
- Storage area – (separate for each individual) – 4.3 m2
- Circulation space and access ways – as required.
- Ceiling height – 2700mm
- Entry areas front and rear to be sheltered.
- External entertainment area 25m2 (10.5m2 for one bedroom units)

NOTE: The Standards of accommodation will vary in situations where Queensland Health enters into a head lease for existing accommodation.

19.7.2 Floor Finishes

Floor finishes should be:
- carpet composed of low-volatile organic compound and of a quality that is hard wearing and does not show marks easily, is to be installed in bedrooms and study;
- hard wearing natural flooring (eg bamboo) or non-slip, non-porous ceramic tiles and grout to be installed in hallways, lounge, toilets, bathrooms, laundries, kitchen, dining rooms and entries (High quality non-porous vinyl of similar aesthetic quality may be considered);
- all concrete to be waterproofed from rising damp;
- all buildings to be rodent-proof and include ‘Termimesh’ on top of concrete slabs for termite protection, where applicable
- non-slip surfaces on exposed step treads;
19.7.3 Painting

All surfaces should be given two finished coats of paint in addition to primer/sealer and undercoat as required. Areas with high salt concentration in the air will require additional protective coatings.

Paint finishes should be:
- external surfaces – gloss finish;
- internal surfaces – low gloss finish (except for architraves, skirtings, etc, which shall be gloss finish);

19.7.4 External Storage Area

Individually secure, fully insulated storage areas, 2.4m x 1.8m, should be provided for each occupant in multi-tenancy dwellings. These will be weather proof and rodent proof. Storage may be a freestanding garden shed, an area within the car accommodation or under the house. If within the car accommodation or under the house, suitable open shelving is to be provided.

19.7.5 Car Accommodation

- Covered car accommodation will be provided for one vehicle per unit or bedroom. If free standing there should be covered access provided to the dwelling. All new carports in regional and remote areas shall be able to accommodate a 4WD vehicle (6m x 3m x 2.69 or 2.9m height).

19.7.6 Landscaping and Outside Works:

Standard outside features of multiple tenancy dwellings are:
- outdoor recreation area (25m²) – in multi-tenancy situations, each unit/flat is to have access to a common recreation area, paved or concreted and complete with solid insulated roof;
- fitted gas outlets will be accessible by all units in a multi-tenancy situation in the out door recreation area;
- fencing – 1200mm weldmesh or powder coated steel/aluminium or equivalent for security, to close off the back yard where possible and 1800mm treated wooden palings for privacy;
- gates – 1200/1800mm metal framed, to suite fence type, to front and sides as required (double gates to driveway);
- driveway – paved or concrete driveway not less than 2.7m wide to run from the kerb to the car accommodation. The concrete driveway is to be 100mm thick reinforced with contraction joints to suit;
- clothes line - minimum length 20 meters per unit/bedroom (portion of clothes line to be under cover);
- pathways – paved or concreted path from house to the front gate, clothes line and car accommodation if free standing;
- letter box – lockable “Australia Post preferred” letter box with street number attached to be placed adjacent to front gate;
- garden taps – two garden taps, one accessible from the front yard and one from the back yard. Metal multiple outlet adapter to be installed to tap providing irrigation system;
- topsoil and turfing – Full turfing to the front and rear of property as required. Turf is to be maintained for a period of six (6) weeks after practical completion. Where climate and water factors do not sustain turf suitable alternatives will be provided which are aesthetically pleasing and facilitate outdoor activity, trees and shrubs – an allocation of trees and shrubs selected to enhance the property, to provide shade, and to be relatively robust and maintenance free. Endemic species are to be selected and planted in such locations as to not interfere with footings and services;
- retaining walls – to be installed to provide serviceable areas around the house e.g. patio, and to all areas where the height of banks exceed 450mm. These are to be of masonry or concrete construction and engineer certified;

Landscaping and irrigation

Front and back areas of newly constructed houses will be suitably landscaped and provided with appropriate commercial grade automatic irrigation systems as required around premises.

19.7.7 Cupboards

Standard cupboards should be:
- built-in wardrobes;
• bedroom – 3000mm x 600mm to ceiling height with a shelf over the hanging space;
• each cupboard is to include a block of shelves 600 x 600 at 450mm intervals located at one end

Kitchen cupboards:
• kitchen bench 4000mm x 600mm including space for a dishwasher (600mm wide) near the sink. Cupboards under to include pot drawer/s;
  • space for 500ltr refrigerator/freezer (1000mm wide,1800mm high and 760mm deep);
  • benches to be 900mm high and tops with rolled edges;
  • overhead kitchen cupboards – 1800mm x 600mmx 300mm - enclosed to the ceiling;
  • 450mm nest of draws in cupboards, the top draws to include a fitted plastic cutlery divide;
  • microwave oven alcove 700mm wide x 600mm depth x 450mm high to be incorporated in cupboards at a height of 1400-1500 from floor level to base of alcove;
• kitchen pantry – 600mm x 600mm to ceiling height with suitable shelving;

• linen cupboard – 1000 mm x 600mm to ceiling height with fixed shelving (can) 5 off;
• broom cupboard – 500mm x 600mm to ceiling height with a high shelf for the storage of cleaning materials at 1800mm;
• laundry bench – 1000mm x 600mm x 900 high with a 1000mm x 300mm shelf located 450mm above bench;
• washing machine space 900mm and space for wall mounted clothes dryer;
• 600mm space for chest freezer;
• lockable, Individual storage areas – 1000mm x 500 to ceiling height with suitable shelving, be locate close to relevant unit/bedroom;

19.7.8 Doors and Screens
The standards for doors and screens are;
• security screens – to the moveable part of all windows with insect screens incorporated;
• triple lock security screens to doors - Aluminium frames security door to Australian standard with insect screen to all external doors including sliding door (doors to be keyed alike);
• external doors – exterior quality door 35mm thick with solid core faced both sides with waterproof plywood;
• internal doors – internal quality door 35mm thick with honeycomb paper core faced with hardboard;
• wardrobe doors – sliding doors including one full length mirror;
• sliding doors – clear glass to meet Australian standards;
• windows – sliding anodised aluminium windows with clear glass (except obscure glass with fitted vent to bathrooms and toilets);
• door furniture – external doors to be fitted with deadlocks and keyed alike;
• bedrooms and single communal toilet door to be fitted with internal locks;

19.7.9 Lighting and Electrical Equipment
Electrical equipment and installations should consist of;
• stove – built in hot plates with tiled or glassed splashback to 400mm, grill and fan forced wall oven over bench;
• rangehood with light and exhaust fan to have fume vent through roof to outside air, and be located above the hot plates;
• electrical outlets/Internet access – pre-wired telephone cabling from external connection point to the kitchen and each bedroom. Double GPO next to each phone outlet for phone and computer connection;
• where necessary, TV antenna will be provided to enable clear reception. An outlet will be provided in the lounge and each bedroom;
• meter box – located to the requirements of the local electricity supply authority, circuit protection by miniature circuit breakers, minimum of four spare poles after connection of all circuits, supply to be metered under domestic light, power and controlled hot water tariffs;
• residual current devices are to be provided on all power circuits;
• install compact fluorescent globes and fluore scent tubes in kitchen, living room, bathroom, laundry and toilet;
• bedrooms – each two double GPO on opposite walls and a light;
• toilet – light and extraction fan;
• bathroom – double GPO, heating / light and ring type exhaust fan;
• hallway – single GPO and light;
• lounge –three double GPO and two lights;
• dining – double GPO and a light;
- kitchen – three double GPO, four single GPO (one in the cupboard near the sink for a dishwasher, one in the microwave alcove, one in fridge alcove). One double GPO near the phone outlet. Stove and range hood to be hard wired with accessible on/off switch;
- verandah/Porch – light;
- exterior weatherproof power points at the front and rear of houses;
- commercial grade automatic sprinkler - weatherproof GPO adjacent to tap;
- storage area – single GPO and light;
- laundry – three double GPO (one for washer and dryer and one above bench and one for freezer space) and light;
- car accommodation – light and double GPO (waterproof if necessary);
- pergola – double fluorescent light and waterproofed double GPO;
- hot water system – permanent connection for hot water system;
- water pressure pump – weather proof GPO adjacent to tank;
- base of front and rear stairs – light;
- two-way switching – hallway, and front and/or internal stairs in two storey houses;
- sensor lights - Highset houses should have sensor lights under the house;
- exterior lighting at the front and rear of dwellings for security. Boundary lighting may also be specified;
- smoke detectors – hard wired with a battery backup complying with AS3876, with location and number to satisfy Building Act requirements;
- fire extinguishers or retardants (minimum of one fire blanket) to be located in the kitchen;

19.7.10 Water Supply

The water supply should consist of:
- solar panels for water heating to be installed where possible and appropriate. To include 300 litre cylinder, 3 panels, 6m³ pump system, with extra insulation on the cylinder and a mains electric backup on a relay switch. (Caution in areas with high salt concentration in the air e.g. coastal areas);
- hot water system – mains pressure storage type hot water system with a rated hot water delivery of 160 litres/individual or 320 litres per two/three bedroom apartment installed in accordance with AS3500;
- if natural gas available by mains, instantaneous hot water units to be considered;
- water softener to be supplied where applicable (for bore water or areas of high salinity);
- bore water cooler – where applicable;
- rain water tanks to be installed on concrete slabs with connection to the kitchen and/or, a tap for garden use;
- water pressure pump – a domestic pressure system to reticulate rainwater to the cold outlet in the kitchen with a minimum output of approximately 30 litre per minute at 140 kpa;
- rainwater filter – All housing in locations declared non-potable by Queensland Water Authority or where water salinity exceeds 1000 mcg/l to be supplied with UV lamp and carbon filter to rainwater connection to kitchen to supply safe drinking water;
- all housing in locations declared non-potable by Queensland Water Authority to have a water conditioner installed to the mains water supply;

19.7.11 Fixtures and Fittings

Fixtures and fittings should consist of:
- toilet – ceramic bowl and heavy weight durable plastic seat and dual flush cistern;
- vanity unit – 900mm long with inset ceramic hand basin with three drawers and a cupboard under;
- bathroom cabinet – 600 mm wide vertical having cabinet with mirrored doors, wall mounted at a functional height above the vanity unit;
- automatic washing machine taps (hot and cold) to be located above top of washing machine;
- shower – 1000mm x 900mm minimum size;
- shower screen – single glass door;
- laundry tub – (twin where possible) 64litre stainless steel tub with suds saver and cupboard under. Cabinet to have child resistant catch;
- kitchen sink – twin bowl stainless steel sink with single drainer and ceramic disk mixer tap;
- bathroom hardware – two 1200mm dual offset towel rails, one hand towel hook or ring, shower shelf, two bathroom hooks, toilet roll holder and soap holders to bath and shower;
- water restriction devices – to be fitted where possible eg AAA rated shower heads which deliver 6-9l/min and flow restricting tap washers;
- window furnishings will be provided for privacy as required. This may be blinds (sun screen, Venetian or vertical) and/or heavy duty curtain rods and 100% cotton Chintz thermal drapes. Sample to be approved;
19.7.12 Climate Control

Climate control should consist of;

**Passive Cooling Measures:**
- breezeways that promote natural ventilation;
- installation of louvres to increase airflow to be considered;
- eaves – 750mm eaves to all aspects;
- whole-house or room specific ventilation fan to remove warm air from the house to be installed with roof ventilation where possible (using either ridge vents, aluminium turbine ventilators (2-3/house), gable vents and eave vents);
- awnings to be provided where additional protection from sunlight is required;
- insulation – double sided aluminium foil flame retardant wall insulation to be installed to the full perimeter of the building and external storage. Single sided 50mm fibreglass blanket to roof, storage roof and exterior pergola roof. Fibreglass insulation batts (75mm) to be installed in western wall;
- dust and draught excluder door seals to external doors;

**Active Cooling Measures:**
- ceiling fans – where applicable 900mm fans to kitchen and 1200mm fans to bedrooms, lounge and dining. Where fitted, fans should be centrally mounted and not interfere with lighting. (Combination fan/lights should be used where ceiling heights permit);
- split system reverse cycle air-conditioners – where applicable allow openings and install wall mounted units or equivalent to dining, lounge and bedrooms (a separate electrical circuit shall be provided for air conditioning);
- shading or protective structures may be required around condensing unit if not located in a cool and safe exterior location (e.g. shaded side of house);

Heating feature to include:
- heating to be provided in new housing in temperate and arid areas. This will be in the form of either reverse cycle air conditioning or LPG heaters,
- if LPG heaters required, installation shall be provided with gas connection to mains gas supply. If mains gas not available then consider two 45kg bottles of LPG with a double hood, bracket and chains, connection pipes and dual manual regulator.
- Heat lamps (3 in one design) will be installed in bathrooms;
- all measures to include programmable thermostats which turn off heating and cooling automatically;

19.8 Variations to the above Standards to accommodate Motel Style facilities

19.8.1 Functional Areas:

Each motel accommodation should provide:
- one double bedroom
- ensuite with shower, toilet and hand basin
- kitchenette/lounge / dining
- washer/dryer alcove in ensuite or Communal laundry Room
- Communal Lounge / Recreation room as required
- One covered car accommodation

Storage
- Entry (optional)
- Hallway (optional)
- Two stairways(optional)

The minimum floor areas should be:
- Enclosed area of unit – 50m2 to include the following facilities;
- bedrooms (including built-in wardrobe) – 15 m2;
- kitchenette, Lounge/ Dining – 14m2;
- ensuite – 7m2 to include shower, toilet, built-in hand basin and alcove for washer/dryer;
- ceiling height – 2700mm;
- deck – 10.8m2

External to individual unit:
- external storage area – (separate for each individual ) – 2.4m2;
- circulation space and access ways – as required;
- entry areas front and rear to be sheltered;
- Privacy partitions 1800mm high between buildings as required

NOTE: The Standards of accommodation will vary in situations where Queensland Health enters into a head lease for existing accommodation.

19.8.2 Floor Finishes

Floor finishes should be;
- carpet composed of low-volatile organic compound and of a quality that is hard wearing and does not show marks easily, is to be installed around bed;
- hard wearing natural flooring (e.g. bamboo) or non-slip, non-porous ceramic tiles and grout to be installed in ensuite, kitchenette, lounge/dining areas, laundry room and entries. (High quality non-porous vinyl of similar aesthetic quality may be considered);
- all concrete to be waterproofed from rising damp;
- all buildings to be rodent-proof and include 'Termimesh' on top of concrete slabs for termite protection;
- non-slip surfaces on exposed step treads;

19.8.3 Painting

All surfaces should be given two finished coats of paint in addition to primer/sealer and undercoat as required. Areas with high salt concentration in the air will require additional protective coatings.

Paint finishes should be;
- external surfaces – gloss finish;
- internal surfaces – low gloss finish (except for architraves, skirtings, etc, which shall be gloss finish);

19.8.4 External Storage Area

Individually secure storage areas, 2.4m x 1m, should be provided for each room of motel style facilities. These will be weather proof, insulated and rodent proof. Storage will be located within the complex with open shelving provided.

19.8.5 Car Accommodation

Covered car accommodation will be provided for each room of the motel style facility. If free standing there should be covered access provided to the dwelling. All new car ports in regional and remote areas shall be able to accommodate a 4WD vehicle (6m x 3m x 2.9/2.69m).

19.8.6 Landscaping and Outside Works:

Standard outside features of motel style facilities are;
- outdoor recreation area 25m² – each motel is to have access to a common recreation area, paved or concreted and complete with solid insulated roof (optional);
- barbecue – gas outlets will be provided for portable gas Bar B Que;
- fencing – 1200/1800mm weldmesh or powder coated steel/aluminium or equivalent for security, to close off the back of the property where possible;
- gates – 1200/1800mm metal framed, to suite fence type, to front and sides as required (double gates to driveway);
- driveway – paved or concrete driveway not less than 2.7m wide to run from the kerb to the car accommodation. The concrete driveway is to be 100mm thick reinforced with contraction joints to suit;
- clothes line to be minimum length of 10 metres per unit. A portion of the clothes line is to be under cover;
- pathways – paved or concreted path from house to the front gate, clothes line and car accommodation if free standing;
- individual letter boxes – lockable “Australia Post preferred” letter box with street and unit number attached to be placed adjacent to front gate;
- garden taps – two garden taps, one accessible from the front yard and one from the back yard. Metal multiple outlet adapter to be installed to tap providing irrigation system;
- topsoil and turfing –Full turfing to the front and rear of property as required. Turf is to be maintained for a period of six (6) weeks after practical completion; where climate and water factors do not sustain turf suitable alternatives will be provided which are aesthetically pleasing and facilitate outdoor activity.
- trees and shrubs – an allocation of trees and shrubs selected to enhance the property, to provide shade, and to be relatively robust and maintenance free. Endemic species are to be selected and planted in such locations as to not interfere with footings and services; retaining walls – to be installed to provide serviceable areas around the house e.g. patio, and to all areas where the height of banks exceed 450mm. These are to be of masonry or concrete construction and engineer certified;

**Landscaping and Irrigation**

Front and back areas of newly constructed dwellings will be suitably landscaped and provided with appropriate commercial grade automatic irrigation systems as required around premises.

19.8.7 Cupboards

Standard cupboards should be;

- built-in wardrobes;
  - bedroom – 2000mm x 600mm to ceiling height with a shelf over the hanging space;
  - each cupboard is to include a block of shelves 600 x 600 at 450mm intervals located at one end;

- kitchen cupboards;
  - kitchen bench 2000mm x 600mm. Cupboards under (one child resistant catch to be supplied to one contained cupboard door)
  - space for 250ltr refrigerator/freezer (900mm wide);
  - benches to be 900mm high and tops with rolled edges;
  - overhead kitchen cupboards – 1800mm x 600mmx 300mm - enclosed to the ceiling;
  - 450mm nest of draws in cupboards the top draws to include a fitted plastic cutlery divide;
  - microwave oven alcove 700mm wide x 600mm depth x 450mm high to be incorporated in cupboards at a height of 1400-1500 from floor level to base of alcove;
  - kitchen pantry – 450mm x 600mm to ceiling height with suitable shelving

- broom cupboard – 400mm x 600mm to ceiling height with a high shelf for the storage of cleaning materials at 1800mm;

19.8.8 Doors and Screens

The standards for doors and screens are:

- security screens – to the movable part of all windows with insect screens incorporated;
- triple lock security screens for doors - Aluminium security door to Australian standard with insect screen to all external doors including sliding door (doors to be keyed alike);
- external doors – exterior quality door 35mm thick with solid core faced both sides with waterproof plywood;
- internal doors – interior quality door 35mm thick with honeycomb paper core faced with hardboard;
- wardrobe doors – sliding doors including one full length mirror;
- sliding doors - clear glass to meet Australian standards;
- windows – sliding anodised aluminium windows with clear glass (except obscure glass with fitted vent to bathrooms and toilets);
- door furniture – external doors to be fitted with deadlocks and keyed alike;

19.8.9 Lighting and Electrical Equipment

Electrical equipment and installations should consist of;

- telephone outlets/Internet access – pre-wired telephone cabling from external connection point to each bedroom with double GPO;
- TV antenna will be provided to enable clear reception with an outlet provided in the lounge;
- meter box – located to the requirements of the local electricity supply authority; circuit protection by miniature circuit breakers, minimum of four spare poles after connection of all circuits, supply to be metered under domestic light, power and controlled hot water tariffs;
- residual current devices are to be provided on all power circuits;
- bedroom – two double GPO and a light;
- ensuite – double GPO, heat lamps (3 in one design) heat, light and exhaust fan;
- dining /Lounge – three double GPO and two lights;
kitchen – two double GPO, two single GPO (one in the microwave alcove, one in fridge alcove);
verandah/Porch – light;
exterior weatherproof power points at the front and rear of building;
commercial grade automatic sprinkler - weatherproof GPO adjacent to tap;
storage areas – single GPO and light;
communal lounge / recreation room three double GPO and two lights
communal laundry – two double GPO and light;
car accommodation – light and double GPO (waterproof if necessary);
pergola – double fluorescent light and waterproof GPO;
hot water system – permanent connection for hot water system;
water pressure pump – weather proof GPO adjacent to tank;
two-way switching – hallway, and front and/or internal stairs in two storey buildings;
sensor lights - Highset buildings should have sensor lights adjacent to entries and stairways;
exterior lighting at the front and rear of dwellings for security. Boundary lighting may also be specified;
smoke Detectors – hard wired with a battery backup complying with AS3876, with location and number to satisfy Building Act requirements;
fire extinguishers or retardants (minimum of one fire blanket) to be located in the kitchen;

19.8.10 Water Supply
The water supply should consist of:
solar panels for water heating to be installed where possible and appropriate caution in areas with high salt concentration in the air e.g. coastal areas). To include 300 litre cylinder, 3 panels, 6m³ pump system, with extr a insulation on the cylinder for three units and a mains electric backup on a relay switch to each apartment;
hot water system – mains pressure storage type hot water system with a rated hot water delivery of 160 litres/individual or 320 litres per two/three bedroom apartment installed in accordance with AS3500;
if natural gas available by mains, instantaneous hot water units to be considered;
water softener to be supplied where applicable (for Bore water or areas of high salinity);
bore water cooler – where applicable;
rain water tanks to be installed on concrete slabs with connection to the kitchen and/or, a tap for garden use;
water pressure pump – a domestic pressure system to reticulate rainwater to the cold outlet in the kitchen with a minimum output of approximately 30 litre per minute at 140kpa;
rainwater filter – All housing in locations declared non-potable by Queensland Water Authority or where water salinity exceeds 1700mcg/l to be supplied with UV lamp and carbon filter to rainwater connection to kitchen or the provision of a supply of safe drinking water;
all housing in locations declared non-potable by Queensland Water Authority to have a water conditioner installed to the mains water supply;

19.8.11 Fixtures and Fittings
Fixtures and fittings should consist of:
toilet – ceramic bowl and heavy weight durable plastic seat and dual flush cistern.
vanity unit – 900mm long with inset ceramic hand basin with three drawers and a cupboard under;
bathroom cabinet – 800 mm wide vertical having cabinet with mirrored doors, wall mounted at a functional height above the vanity unit;
automatic washing machine taps (hot and cold) to be located above top of washing machine in laundry room;
shower – 900mm x 900mm minimum size;
shower screen – single glass door;
launder tub – stainless steel tubs with cupboard under in communal laundry if included.
kitchen sink – single bowl stainless steel sink with single drainer;
bathroom hardware – two 1200mm dual offset towel rails, one hand towel hook or ring, shower shelf, two bathroom hooks, toilet roll holder and soap holders to shower;
water restriction devices – consideration should be given to fitting devices to showers and taps where appropriate eg AAA rated tapware;
window furnishings will be provided for privacy as required. This may be blinds (sun screen, Venetian or vertical) and/or heavy duty curtain rods and 100% cotton Chintz thermal drapes. Sample to be approved;
Climate control should consist of:

**Passive Cooling Measures;**
- breezeways that promote natural ventilation
- installation of louvres to increase airflow to be considered
- eaves – 750mm eaves to on all aspects.
- awnings to be provided where additional protection from sunlight is required.
- insulation – double sided aluminium foil flame retardant wall insulation to be installed to the full perimeter of the building. Single sided 50 mm fibreglass blanket to roof and exterior pergola roof. Fibreglass insulation batts (75mm) to be installed in western wall.
- dust and draught excluder door seals to external doors

**Active cooling measures;**
- ceiling fans – where applicable 900mm fans to kitchen and 1200mm fans to bedrooms, lounge/dining and communal lounge/recreation room. Where fitted, fans should be centrally mounted and not interfere with lighting. (Combination fan/lights should be used where ceiling heights permits);

Or
- split system reverse cycle air-conditioners – where applicable allow openings and install wall mounted units or equivalent to dining/lounge and bedrooms (a separate electrical circuit shall be provided for air conditioning);
- shading or protective structures may be required around condensing unit if not located in a cool and safe exterior location (e.g. shaded side of house);

**Heating feature to include:**
- heating to be provided in new dwellings in temperate and arid areas. This will be in the form of either reverse cycle air conditioning or LPG heaters;
- if LPG heaters required, installation shall be provided with gas connection to mains gas supply. If mains gas not available then consider two 45kg bottles of LPG with a double hood, bracket and chains, connection pipes and dual manual regulator;
- heat lamps (3 in one design) will be installed in bathrooms;
- all measures to include programmable thermostats which turn off heating and cooling automatically;

**19.9 Furniture and Equipment Inventory**

Furniture and equipment supplied to new regional and remote accommodation for professional staff is outlined in the “Queensland Government, Government Employees Housing Scheme, Policy and Conduct. July 2004” and will be provided to the value of $10,000.

In addition the following items will be provided as required:
- Microwave
- Clothes dryer
- Television to lounge
- Fire Extinguishers and/or fire blankets
- TV/DVD Cabinet
- Radio/CD player
- DVD/Video player
- Linen
- Toaster
- Kettle
- Safety Torch

Project Services and the District Manager to identify items to be included in budget estimates and items to be purchased in the most cost effective manner.

Tenants in furnished accommodation, who wish to install their own furniture/equipment, must first contact the nominated officer of the District to arrange for the property to be stored in a safe and secure manner. This may be in an area designated by the District for this purpose or in alternative off-site storage satisfactory to the District and any costs incurred are to be the tenant’s responsibility.
19.9.2 Furniture Repairs

Determinations of liability are the responsibility of the contact officer of the District. However, where a dispute arises that cannot be resolved the matter must be referred to the District Manager for determination.

19.9.3 Support Services provided by the District will include:

- Rubbish Removal
- Lawn mowing
- Neglected or dead front gardens will be re-established upon vacancy of the property with landscaped dry gardens, drought resistant plants and appropriate irrigation. This will take place primarily in more arid areas of the state where natural rainfall does not sustain neglected gardens.
- Electrical Appliances safety inspection
- Pest Control
- General Repairs and maintenance to building, equipment and furniture
- Pool Maintenance

The need to have furniture repaired or replaced must be referred to the contact officer of the District, who will make the necessary arrangements for the undertaking of repairs.

Where damage to furniture or equipment is not through fair wear and tear, the occupant will be required to make restitution of all costs associated with its repair/replacement. Failure to do so will result in the deduction of bond monies at the cessation of tenancy.

Determination of liability for the replacement of lost or stolen furniture and equipment will be on a case by case basis. The local contact officer will determine the circumstances relevant to the lost or stolen property.
20 GLOSSARY OF TERMS

Accommodation
- Includes all residential housing used for the purpose of providing employee accommodation both long and short term. This includes nurses quarters, rooms, units and houses.

Agent
- An agent is anyone who looks after a rented place on behalf of the lessor.
- The State of Queensland (represented by the Department of Health) is the lessor.

Authority
- The governing authority of the Residential Tenancies Act 1994 (as amended by the Residential Tenancies Act 1998)
- The Residential Tenancies Authority

Bond or Rental Bond
- An amount of money paid by or for the tenant under the agreement; and intended to be available for financial protection of the lessor against the tenant breaching the agreement. [Section 57]
  Refer Section 2.0 of the policy document

Body Corporate By-Laws
- Rules and regulations under the Building Units and Group Titles Act 1980 or Body Corporate and Community Management Act 1997 which apply to the occupation of units or townhouses.
- There will only be a body corporate if the property is strata titled. In the event that there is only one owner the standard body corporate by-laws may be used.
- It is the lessor/agent’s responsibility to advise the tenant that they are bound by body corporate by-laws and as such must supply the tenant with a copy of the by-laws. In the event these are not supplied penalties may be enforced. [Section 45] 20 penalty units

Employee Housing
- Includes all residential housing used for the purpose of providing employee accommodation both long and short term. This includes nurses quarters, rooms, units and houses.

Entry Condition Report (Form 1a)
- This is completed by the lessor/agent and the tenants as a record of the condition of the premises and its contents at the time the tenants moved in. [Section 42]
- The parties to the bond should keep their copies of the form to reconcile with the Exit Condition Report completed at the end of the tenancy.
- Condition reports are important evidence in the event of a dispute over a rental bond at the end of a tenancy agreement.
- The form has three pages, plus an instruction page for users. Copies are NOT lodged with the Residential Tenancies Authority.
  Refer Section 12.1 of the policy document

Exit Condition Report (Form14a)
- Under the Residential Tenancies Amendment Act 1998, a formal inspection of the property must be conducted by the tenant and the lessor/agent at the end of the tenancy and this form completed. [Section 42A]
  Refer Section 12.2 of the policy document.

Fixed Term Tenancy
- A tenancy taken out for a specified length of time, such as six months or one year.

Inclusions
- Everything supplied with the premises for the tenant’s use.
- Such items are noted on the condition report and/or the furniture inventory.

Lessee
- The tenant, occupant, employee.
- Lessor
  - The person who gives the right to occupy residential premises under a residential tenancy agreement. [Section 4.1]
  - A lessor also includes a tenant who has given, or is to give, the right to occupy residential premises to a subtenant. [Section 4.2]
Market Rent
- The rent a willing but not anxious lessee would be prepared to pay to a willing but not anxious lessor if the property was offered for lease on the open market.

Notice of Intention to Leave
- RTA Form 13 must be completed by the tenant and given to a lessor/lessor’s agent in order to advise of their view to terminate a tenancy. Sometimes referred to as ‘Notice of Intention to Vacate the Premises’. [Section 181]

Notice to Leave
- RTA Form 12 used to serve a Notice to Leave on the tenant. [Sections 155 – 165]

Notice to Remedy
- RTA Form 11 used to serve a Notice to Remedy Breach to a party to a residential tenancy agreement.
- When a tenant does something wrong which is not in line with their tenancy agreement they have “breached” the agreement. The lessor may give them a Notice to Remedy Breach (Form 11) giving them at least seven days to correct the situation.

Periodic Tenancy
- Has no specified period and continues on a weekly, fortnightly or even monthly basis, which is linked to rental payments.

Premises and Residential Premises
- Dwelling, house, unit, duplex, quarters.
- Premises used, or intended to be used, as a place of residence or mainly as a place of residence [Section 6]

Residential Tenancy Agreement
- Used to be tenancy agreement or commonly known as the lease.
- Is an agreement under which a person gives to someone else a right to occupy residential premises as a residence. [Section 8.(1)]
- Section 8.(1) applies whether or not the right is a right of exclusive occupation.

Tenant
- The person to whom the right to occupy residential premises under a residential tenancy agreement is given and also including the subtenant of the tenant. [Section 9]

Tribunal
- Means the Small Claims Tribunal.
<table>
<thead>
<tr>
<th>Annexure 1</th>
<th>District Housing Details Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annexure 2</td>
<td>Queensland Health Tenancy Agreement</td>
</tr>
<tr>
<td>Annexure 3</td>
<td>General Tenancy Agreement – Residential Tenancies Authority (RTA Form 18a)</td>
</tr>
<tr>
<td>Annexure 4</td>
<td>Special Conditions used by the Government Employee Housing Scheme</td>
</tr>
<tr>
<td>Annexure 5</td>
<td>Information Statement – Renting in Queensland (RTA Form 17A)</td>
</tr>
<tr>
<td>Annexure 6</td>
<td>Bond Lodgement Form (RTA Form 2)</td>
</tr>
<tr>
<td>Annexure 7</td>
<td>Entry Condition Report (RTA Form 1A)</td>
</tr>
<tr>
<td>Annexure 8</td>
<td>Exit Condition Report (RTA Form 14A)</td>
</tr>
<tr>
<td>Annexure 9</td>
<td>Condition Reports – How to Complete</td>
</tr>
<tr>
<td>Annexure 10</td>
<td>Furniture Inventory Proforma</td>
</tr>
<tr>
<td>Annexure 11</td>
<td>Furniture Standards</td>
</tr>
<tr>
<td>Annexure 12</td>
<td>Notice of Intention to Leave (RTA Form 13)</td>
</tr>
<tr>
<td>Annexure 13</td>
<td>Notice to Tenants when Leaving</td>
</tr>
<tr>
<td>Annexure 14</td>
<td>Getting your Bond Back</td>
</tr>
<tr>
<td>Annexure 15</td>
<td>Refund of Rental Bond Form (RTA Form 4)</td>
</tr>
<tr>
<td>Annexure 16</td>
<td>Routine Inspection Form</td>
</tr>
<tr>
<td>Annexure 17</td>
<td>Entry Notice (RTA Form 9)</td>
</tr>
<tr>
<td>Annexure 18</td>
<td>Notice to Remedy (RTA Form 11)</td>
</tr>
<tr>
<td>Annexure 19</td>
<td>Notice to Leave (RTA Form 12)</td>
</tr>
<tr>
<td>Annexure 20</td>
<td>Board and Lodging Agreement</td>
</tr>
<tr>
<td>Annexure 21</td>
<td>Queensland Health Standard Residential Head Lease (Crown Law)</td>
</tr>
</tbody>
</table>