

REVIEW OF THE *RESIDENTIAL SERVICES (ACCOMMODATION) ACT 2002*

CONSULTATION FEEDBACK REPORT

This feedback report outlines the first stage of the review of the *Residential Services (Accommodation) Act 2002* (Accommodation Act).

The Accommodation Act balances the accommodation rights and responsibilities of residents and service providers by requiring written residential service agreements and providing a process for the resolution of disputes about those agreements.

It is part of the Queensland Government's package to reform the residential services sector, which is comprised of boarding houses, supported accommodation and aged rental accommodation. The Accommodation Act also applies to independently-operated student accommodation.

The Queensland Government stated its commitment to review the Accommodation Act after its first two years of operation. The Residential Tenancies Authority (RTA) is responsible for administering, and reviewing, the legislation.

The purpose of the review is to evaluate whether the Accommodation Act is achieving its intended purpose of balancing the accommodation rights and responsibilities of residents and service providers, and to determine the effectiveness of the Accommodation Act in the context of its role within the Queensland Government's reform package for the whole sector.

Review Process

Milestones of the review process have included:

October 2004	Formation of Stakeholder Working Party
February 2005	Release of discussion paper and calls for submissions
April 2005	Public workshops held around Queensland
29 April 2005	Closing date for written submissions
May-October 2005	<ul style="list-style-type: none">• Development of recommendations to address issues• Regular reports to RTA Board and Minister
October 2006	Release of <i>Policy Review Paper</i> for public comment

Stakeholder Working Party

The Residential Services Stakeholder Working Party was convened to provide advice on issues arising out of the review of the Accommodation Act and to ensure that those affected by the legislation or who have a significant interest in it have opportunities to provide their views into the review process. The RTA's working party of stakeholder group representatives was one method of obtaining input and advice for key elements of the review.

The Stakeholder Working Party consists of representatives from:

Boarding House Action Group	Boarding House Owners' and Managers' Association
Queensland Disability Housing Coalition	Supported Accommodation Providers' Association
Tenants' Union of Queensland	Real Estate Institute of Queensland
Australian Pensioners' and Superannuants League	Aged Care Queensland
University of Queensland Accommodation Office (student representatives)	EL Property Management (student accommodation providers)

The role of the Stakeholder Working Party was to provide input and advice to the RTA during the review of the Accommodation Act. The specific roles of the working group were to:

- Provide comment on the plan for the review.
- Participate in the development of a discussion paper for the public to raise issues and request submissions.
- Provide feedback on consultation methods to be used in the review.
- Participate in the analysis of submissions received and other data collected during the review.
- Participate in the development of a report on the review to the RTA Board and the Minister for Public Works and Housing.

Between October 2004 and October 2005, the Stakeholder Working Party met nine times to discuss, debate and negotiate issues arising out of the review of the Act and submissions, while representing their client base.

Discussion paper

A discussion paper was released in February 2005 to more than 600 recipients who had an interest in the residential services sector. The discussion paper identified areas where the RTA was seeking specific comment on the operation of the Accommodation Act. These areas were identified through the RTA's ongoing monitoring of the Accommodation Act and related to:

- general issues – balance of Act and compliance
- coverage and definitions
- responsibilities of residents and service providers
- residential service agreements
- rent payments, fees and charges – including rental bonds
- house rules
- entry
- breaches and disputes
- ending agreements and removing residents – including goods and documents left behind
- impaired capacity

- other issues.

A double-sided, one page flyer was also produced, condensing the discussion paper to a manageable size for residents.

Public workshops

The RTA held 13 consultation workshops in April 2005 which were attended by 123 clients. Locations included Brisbane, Ipswich, Toowoomba, the Gold Coast and Townsville. Special sessions were held for aged rental residents and service providers and government agencies.

On-line consultation

The discussion paper was available on-line from the RTA's website and through the youth GENERATE website.

Submissions

Some 65 written submissions were received. These comprised (where identified):

- 12 from advocates
- 15 from residents
- 22 from service providers
- 10 from government
- 8 from peak bodies

Of these, 31 specifically related to boarding houses, three to supported accommodation, seven to student accommodation and one to aged rental.

Most submissions came from Brisbane (48), then Sunshine Coast (4), Townsville (4) and one each from Ipswich, Mt Isa and Cairns.

Sector Research

The RTA, in conjunction with Queensland Education and Training International (QETI), Department of Premier and Cabinet, also commissioned research into issues arising in independently-operated student accommodation. The research targeted international students, and was supplemented by the RTA's previous research into this developing sector which has focused on student accommodation providers and feedback from university accommodation sections. Intelligence from these activities also informed the review and identified issues.

Main Issues

The main issues arising from consultation with the sector were as follows. Click on the link "what people said" to access comments from public submissions about the specific issues. These have been de-identified to preserve anonymity.

TOPIC	MAJOR ISSUES
Coverage and definitions Click here for what people said	<ul style="list-style-type: none"> • Inconsistencies in coverage and problems with exclusions were identified. • Unworkable definitions affected coverage and application of responsibilities (e.g. common areas). • The need for the Accommodation Act to have its own definitions.
Responsibilities for residents and service providers Click here for what people said	<ul style="list-style-type: none"> • Clarification needed for practical applications.
Agreements Click here for what people said	<ul style="list-style-type: none"> • Greater encouragement for compliance with written agreements required.
Rent payments, fees and charges Click here for what people said	<ul style="list-style-type: none"> • Problems with obligations for rent where services were not provided. • Inappropriate charging of mandatory fees. • Types of rental bonds charged.
House rules Click here for what people said	<ul style="list-style-type: none"> • Problems with rules about visitors and smoking. • Current provisions for changes to house rules were unworkable. • Inability to effectively dispute or have rulings on “unreasonable” house rules.
Entry Click here for what people said	<ul style="list-style-type: none"> • Problems with residents’ quiet enjoyment of premises. • Difficulty with communal and common areas and obligations for service providers.
Breaches and disputes Click here for what people said	<ul style="list-style-type: none"> • Inappropriate time periods for notices and to rectify breaches. • Inability to make “urgent” applications to the Small Claims Tribunal.
Ending agreements and removing residents Click here for what people said	<ul style="list-style-type: none"> • Contentiousness of current provisions allowing service providers to self-evict residents. • Limitations for ending agreements by other means. • Contentiousness of current provisions allowing service providers to terminate agreements immediately for serious breaches. • Storage of goods left behind problematic.
Impaired capacity Click here for what people said	<ul style="list-style-type: none"> • Issues about residents with impaired capacity or diminishing capacity.

Where to from here?

Industry and stakeholder consultation will continue throughout the review process, with the next formal public consultation phase to occur with the release of a *Policy Review Paper* in October 2006. The *Policy Review Paper* outlines the Queensland Government's preferred positions on options to address issues arising from the review of the Accommodation Act. The sector will be asked to comment on the proposals before final changes to the Accommodation Act are drafted.

Further information about the review:

- www.rta.qld.gov.au
- telephone (07) 3361 3589
- Policy and Education Services
Residential Tenancies Authority
GPO Box 390
Brisbane QLD 4001

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What People Said

Topic	Comments
Coverage and definitions	<p>Coverage</p> <ul style="list-style-type: none"> • Concerned about the number of clients of Disability Services Queensland and Queensland Health not covered. Legislation covering those services is based around service provision issues, not tenancy law. Need a clear determination about coverage under Tenancies Act or Accommodation Act (prefer Tenancies Act). <i>(Peak body, Brisbane)</i> • Services conducted by Disability Services Queensland must not be exempt. Disability Services Act 1992 does not provide tenancy rights and coverage of Act should be expanded to give people with disabilities tenancy rights. <i>(Peak body, Brisbane)</i> • Act is not clear what premises should be exempted, on basis of government funding when this related to original construction with capital assistance from Department of Housing. Legislation should not stifle innovation of future accommodation types and contract arrangements. <i>(Peak body, aged rental, Brisbane)</i> • Exemptions should not unintentionally create disparity for adults with impaired capacity residing in exempt premises. Exemptions given on assumption of sufficient protection, but this should be analysed, compared and discussed to justify. <i>(Advocate, government, Brisbane)</i> • Funded facilities should not be exempt. <i>(Service provider, supported accommodation, no address)</i> • Should continue to exempt government-funded boarding houses. <i>(Service provider, boarding house, Brisbane)</i> • Level 3 services should be exempt, due to high level of impaired capacity and disability and lack of decision makers. Current exemptions were considered justified and extension would only create more confusion. <i>(Resident advocate, Ipswich)</i> • Should increase level from four residents to five or more persons before registration is required, which would free up more four bedroom houses for share letting. <i>(Service provider, boarding house, Townsville)</i> • Room-only tenancy rights shouldn't sit next to protective legislation for vulnerable clients. Need to strengthen tenancy rights based on tenure elements. Should cover room-only accommodation used as a primary place of living, e.g. backpackers' accommodation, Supported Accommodation and Assistance Program accommodation, aboriginal hostels, funded services and work-related issues. Where there is confusion over coverage, the Tenancies Act should apply. <i>(Resident advocate, Brisbane)</i> • All tenants should have the same tenancy rights – shouldn't be separate legislation, otherwise some become "second class citizens". Applications to SCT to establish coverage should be made "urgent". <i>(Resident advocate, Brisbane)</i> • Student accommodation should not be covered, as it would increase complexity and administrative costs and create inefficiencies, resulting in higher rents. Act should require less for student accommodation, as it provides

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Topic	Comments
	<p>more than just accommodation and meals, also a supportive environment. <i>(Service provider, student accommodation, Brisbane)</i></p> <ul style="list-style-type: none"> • Nonsense to exclude student accommodation. <i>(Service provider, boarding house, Brisbane)</i> • On-campus student accommodation should be included. Students are a vulnerable consumer group. <i>(Resident advocate, student accommodation, Townsville)</i> • From a building safety perspective, want to see all vulnerable people in residential services accommodation covered without exceptions. Want to see all student accommodation, especially on-campus, covered by Act. <i>(Government, Brisbane)</i> • The Act doesn't have the power to cover student accommodation. <i>(Resident, boarding house, Townsville)</i> • Act should exclude employees as paid employees should be protected through employment agreements. Need to question tenants taking on unpaid roles as pseudo-employment. <i>(Service provider, boarding house, Brisbane)</i> • For genuine employees, the Act should not provide security of tenure beyond termination of their employment, unless by agreement. <i>(Peak body, aged rental, Brisbane)</i> • All residents should be covered by Tenancies Act. Where there is a demonstrated need for different timeframes and/or processes, this should be met by variations. Accommodation Act is a "one size fits all" approach which doesn't fit all. There should be no exemptions (e.g. funding basis) and homestay students should be covered. <i>(Resident advocate, Brisbane)</i> • Legislative approach for the sector should take a cascading approach to define a few core principles to be applied universally to all forms of accommodation with a cascading set of specific requirements for subclasses where more detailed regulation is required. <i>(Service provider, student accommodation, Brisbane)</i> • The demonstrated need students have for more flexible practices should be reflected in Tenancies Act (e.g. university semesters). <i>(Resident advocate, Brisbane)</i> • Prefer coverage under Tenancies Act as it is more operationally effective. Longer Tenancies Act processes allow for mediation between residents and minimize unfair and unsubstantiated evictions. <i>(Service provider, boarding house, Brisbane)</i> • Applications to SCT to determine coverage under s.112 should be "urgent". <i>(Resident advocates, Brisbane)</i> <p>Definitions</p> <ul style="list-style-type: none"> • Should break nexus between Accommodation Act and Accreditation Act and put definitions in Accommodation Act, allowing independent decision to be made about coverage under each Act. <i>(Resident advocates, Brisbane)</i> • Definitions should be in Act and should clarify grey areas (multiple dwellings, persons, beds). <i>(Resident advocates, Brisbane)</i> • Good to have some grey areas so Act is flexible and open to negotiation. <i>(Service provider, boarding house, Cairns)</i>

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Return to Main Issues	<ul style="list-style-type: none"> • Coverage should apply, regardless of number of residents. <i>(Resident advocate, Brisbane)</i> • If double beds provided, then accommodation number based on 2 people per bed. Building and Other Legislation Amendment Act 2002 Supports double beds as intention to house two people. <i>(Government agency, Brisbane)</i> • The Act should provide a provision to grant minors the right to enter into agreements. <i>(Resident advocate, student accommodation, Sunshine Coast) (Government advocate, Brisbane)</i> • Multiple locations should be clarified, however it may capture far more properties. <i>(Peak body, Brisbane)</i> • Multiple ownership needs to be addressed in student accommodation to ensure all residents have same rights in same complex. <i>(Resident advocate, student accommodation, Sunshine Coast)</i> • Should use the term “property manager” where owners are not managers. <i>(Service provider, boarding house, Brisbane)</i> • Confusion over terms service provider and manager. Perception by some that manager is service provider and is obliged to provide all forms of care (e.g. financial services and personal care). <i>(Government agency, Brisbane)</i> • The preliminary chapter of the Act should provide that reference to service provider’s responsibilities was also a reference to a caretaker’s (manager’s) responsibilities; and if act is omitted, both are taken to have contravened the legislation. <i>(Resident advocate, Brisbane)</i> • Need to clarify responsibilities where no on-site manager. <i>(Service provider, boarding house, no address)</i> • Useful to make a distinction between premises with live-in managers (noting differences if the manager does/doesn’t use common areas) and off-site managers. <i>(Peak body, Brisbane)</i> • Reference to a service provider is a misnomer as providing services is for secondary function which is predicated on the main function of providing accommodation. <i>(Resident, boarding house, Townsville)</i> • Role of caretaker needs to be examined. Power of this role is too strong and can cause residents to be highly vulnerable to abuse, exploitation and neglect. <i>(Peak body, Brisbane)</i> • S.19(2) of the Accreditation Act should be amended so the definition of “associate” includes someone who has a caretaker role and/or a person who collects rent. <i>(Peak body, Brisbane)</i> • Unclear which Act applies (building has two self-contained units downstairs and five bedrooms above with shared facilities). Whole building has to comply with fire safety in budget accommodation but two tenancy acts apply. <i>(Service provider, boarding house, Brisbane)</i> • Need to define terms visitors, guests, trespassers, squatters and public nuisance so service providers can manage the environment. Need to be able to prevent visitors or ex-residents from returning. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Need clarification on status of lodger living in a private house. How is boarder evicted from a non-registered private house if rent is not paid? <i>(Service provider, boarding house, Townsville)</i>

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Responsibilities for residents and service providers	<ul style="list-style-type: none"> • Good balance of rights and responsibilities of residents and service providers. Mechanisms in place are beneficial to all. <i>(Service provider, boarding house, Brisbane)</i> • Service providers should be able to set upfront at the start of the agreement the various rights and responsibilities of both parties without interference by regulation. <i>(Service provider, student accommodation, Brisbane)</i> <p>Residents</p> <ul style="list-style-type: none"> • Cleanliness of resident's room is resident's responsibility and should be documented. Residents should be responsible for cleaning up community areas when they use it. <i>(Peak body, boarding house, Brisbane)</i> • Act should include that if a room is left unclean or damaged, then resident is liable, for example out of their bond. <i>(Service provider, boarding house, Brisbane)</i> • Support maintaining s.9 for resident's responsibility to maintain their room in a condition that does not give rise to a fire or health hazard. 12 points were provided which could be included as footnotes, form part of agreement, or broaden house rules to include fire safety issues or include in a handbook. <i>(Government agency, Brisbane)</i> • Need examples to clarify fire avoidance responsibilities for residents, and clarify resident's responsibility beyond fair wear and tear. <i>(Peak body, aged rental, Brisbane)</i> • Further clarification required for fair wear and tear, cleaning and responsibilities for cleaning and repairs (similar to s.103 of Tenancies Act). S.9 should spell out responsibilities of residents in cleaning own rooms, and intentional damage should be resident's issue. <i>(Resident advocate, Ipswich)</i> • Should be a defined set of standards for all residents. <i>(Service provider, student accommodation, Brisbane)</i> • Act should state charges will be deducted from bond at end of residency if room is not returned in the same condition as the beginning. <i>(Peak body, Brisbane)</i> • Resident's agreement could also include cleanliness of common areas. <i>(Government, Brisbane)</i> <p>Service Providers</p> <ul style="list-style-type: none"> • Commonsense should prevail for communal areas by stating in the special terms and agreed to by all parties what is expected and who is responsible for cleaning. <i>(Peak body, Brisbane)</i> • Should be some note about common areas as to residents' and service providers' responsibilities. Cleanliness of common areas could be noted as part of the house rules, and resident's agreement could also include cleanliness of common areas. <i>(Government agency, Brisbane)</i> • Need definitional clarity about wear and tear and expectations in common areas. <i>(Peak body, Brisbane)</i> • Need to clarify responsibilities where there is no on-site manager. <i>(Service provider, boarding house, no address)</i> • Replace "responsible" with "reasonable care" for service providers to keep common areas clean. Fortnightly

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Return to Main Issues	<p>cleaning is not an intrusion on resident's quiet enjoyment as all have an equal right to a clean environment. <i>(Service provider, student accommodation, Sunshine Coast)</i></p> <ul style="list-style-type: none"> • Need to establish standards for start of residency and clarity around cleanliness for bond refunds or debts. Need to clearly separate repairs and maintenance for levels 1, 2 and 3. <i>(Resident advocates, Ipswich)</i> • The rights of the service provider should be balanced with the rights of adults with impaired capacity who cannot protect their own interests or navigate processes. <i>(Advocate, government, Brisbane)</i> • Interpret quiet enjoyment as protecting residents from actions of other residents. Residents break agreements by saying service provider isn't providing quiet enjoyment by not monitoring/enforcing use of common areas or actions of other residents. Want to be able to charge residents \$50 for excessive noise. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Service providers misinterpret obligations for ensuring residents have quiet enjoyment of rooms and common areas, leading to unreasonable expectations, insecurity of tenure and in conflict with generally-held principles and legislated rights. <i>(Peak body, Brisbane)</i> • Breaches of quiet enjoyment provisions should have penalty units similar to Tenancies Act. <i>(Peak body, Brisbane)</i> • Coroner recommended that fire safety should be higher than competing interests of privacy or tenancy-based interests. <i>(Government agency, Brisbane)</i> • Hypothetical example given where obligations of service provider can impinge on resident's right to privacy by the service provider deliberately leaving litter in a common area such as a toilet, then entering the toilet cubicle while resident is there to "clean" the common area of litter as per their obligations. <i>(Resident, boarding house, Townsville)</i> • The service provider's obligations for locks and keys should be included (similar to s.120 of the Tenancies Act). <i>(Peak body, Brisbane)</i> • The service provider should ensure there is no legal impediment to the occupation of the premises (similar to s.99 of the Tenancies Act). <i>(Peak body, Brisbane)</i> • Include an obligation for service providers to advise residents of changes to managers or caretakers. <i>(Advocate, Brisbane)</i> • Service provider's responsibilities for fire safety should include ensuring all fire safety requirements are met and maintained. Suggest including in Act: ensuring adequate number of power points in bedrooms and common areas; where additional power is used, powerboards are not piggy backed and double adaptors should be used; designated external smoking area is provided; checks of common areas and rooms for fire safety occur twice a year at least; flammable and combustible goods are stored safely; heaters are kept at least one metre from flammable items. <i>(Government, Brisbane)</i>

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Agreements	<ul style="list-style-type: none"> • Agreements for accommodation and services should be separated into two distinct contracts. <i>(Peak body, Brisbane)</i> <p><u>Increased workloads for service providers</u></p> <ul style="list-style-type: none"> • Needed an extra staff member to fill in necessary forms, as it reduced time available to provide care for residents. <i>(Service provider, supported accommodation, Brisbane)</i> • Paperwork is onerous, expensive. Standard paperwork could be on display on wall. <i>(Service provider, boarding house, Brisbane)</i> • Prefer to use own version of written agreement (boarding agreement) which is electronic and available on-line (estimated \$5,000 to \$15,000 to change it). The requirement to “give” a written agreement needs to be defined to include electronic versions, as students complete them on-line. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Need to be able to move residents around early in residency to ensure all residents in units are happy (personality clashes), without affecting agreement or bond. <i>(Service provider, student accommodation, Sunshine Coast)</i> • The simple act of renting a room becomes a complex issue of documentation. <i>(Service provider, boarding house, Townsville)</i> <p><u>The suitability of the forms</u></p> <ul style="list-style-type: none"> • Inappropriate to impose a standard form of agreement across the sector. A suggested model agreement would be a useful guide, but a standard form should not be compulsory. Focus of documentation should be simplicity rather than statutory warnings. <i>(Service provider, student accommodation, Brisbane)</i> • Greater reporting against s.16 to identify components of rent, services and personal care; the room number and address of premises; details of support persons (whether formal or informal); a requirement for caretaker/manager details; times services will be provided/ notice periods for suspension of services and provision for subsequent payment decreases. <i>(Peak body, Brisbane)</i> • Don't need forms. Receipts should have two components – weekly rent and proposed length of stay. Minimum two weeks' stay. Agreement starts with payment and ends on non-payment. <i>(Service provider, boarding house, Brisbane)</i> • Specific references to rent increases should be removed for agreement as it may encourage regular rent increases. Insert “date copy given” on agreement for service provider to date and sign to encourage compliance. <i>(Advocate, Brisbane)</i>

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	<p><u>Components of rent indicated on the agreement</u></p> <ul style="list-style-type: none"> • Simplicity and transparency should underpin any rental agreement, with fees and charges articulated. <i>(Peak body, Brisbane)</i> • All fees and charges should be stated up front in written agreement and residents have no obligations to pay a fee or a charge that was not made previously known to them. <i>(Peak body, Brisbane)</i> <p><u>Compliance with provisions</u></p> <ul style="list-style-type: none"> • Act should state there must be a written agreement in ALL circumstances, and consider omitting s.17(2) from the Act (suggested rewording given). <i>(Advocate, Government, Brisbane)</i> • Written agreements are not common, especially in level 1 due to transiency. <i>(Resident advocate, Ipswich)</i> • Copies of agreements can be kept in resident's personal file – usually no point in giving them a copy to keep. <i>(Service provider, supported accommodation, no address)</i> • Lack of compliance with need for written agreements. Clauses often contract out of Act, impacting on natural justice. Strongly support compliance activities by RTA, as lack of prosecutions means service providers aren't taking their responsibilities seriously enough. <i>(Resident advocate, Townsville)</i> • Non-compliance needs to be dealt with. Should still be an obligation for service provider to provide a copy of an unsigned agreement. <i>(Peak body, Brisbane)</i> • Consider there is an implied obligation to provide a written agreement but would support clarifying this in sections 16 and 17, with 20 penalty units for non-compliance. <i>(Advocate, Brisbane)</i> <p><u>Unwillingness of residents to sign agreements</u></p> <ul style="list-style-type: none"> • There is no provision to protect service provider if resident is not willing to sign it. If agreements are not signed, should be considered there is no agreement between the parties, and people remaining considered trespassers. <i>(Service provider, boarding house, Brisbane)</i> • When residents move in, some refuse to sign paperwork. The general attitude is “no agreement = no rules apply”. <i>(Service provider, boarding house, Mt Isa)</i> • Agreements should be in place before resident occupies a room. <i>(Service provider, boarding house, Brisbane)</i> • Act should distinguish between where adult lacks capacity to signs and where someone with capacity refuses to sign. If unsigned, copy of agreement should still be given to resident. Service providers think they will get in trouble with the RTA if agreements are not signed, resulting in pressure on residents (or administrators or guardians) to sign agreements. <i>(Government, Brisbane)</i> • Records, such as copies of residential service agreements given but not signed by residents should be kept as evidence appropriate procedures have taken place. <i>(Peak body, Brisbane)</i>

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	<p><u>Confusion by service providers over their obligations</u></p> <ul style="list-style-type: none"> • There is conflict between sections 4, 16 and 17 and the Tenancies Act. (<i>Advocate, Government, Brisbane</i>) • Confusion over RTA's position encouraging residents to sign agreements, but contradictory if resident signs but has no ability to sign and informal decision makers have no ability to ensure compliance. Results in workers applying to Guardianship and Administration Tribunal to ratify signed agreements. How can the signing of the agreement ensure the strengthening of the rights of such adults? Others cannot force an adult to comply with special terms, but can use the resident's money to pay the rent or damages. (<i>Government, Brisbane</i>) <p><u>Penalty provisions</u></p> <ul style="list-style-type: none"> • Consider omitting s.17(2) from the Act and include that a formal decision maker can sign an agreement and provide protection for them. (<i>Advocate, Government, Brisbane</i>) • Should still be an offence not to give a copy of the agreement to the resident, whether or not the resident has signed the agreement – suggest moving penalty points to s.17(a) to achieve this. (<i>Advocate, Brisbane</i>) <p><u>Time frames for signed written agreements to be returned to residents</u></p> <ul style="list-style-type: none"> • Agreements should be signed and copies provided to resident within 2-3 days. (<i>Service provider, boarding house, Brisbane</i>) • Time limits for written agreements should consider international students who are jet lagged on arrival and unaware of what is being signed. Suggest a "cooling off" period of 2 days to allow residents time to translate and understand contract. (<i>Advocate, student accommodation, Sunshine Coast</i>) • Support written agreements, with time limits to comply. (<i>Peak body, aged rental, Brisbane</i>) <p><u>The ability for some residents to sign agreements</u></p> <ul style="list-style-type: none"> • The requirement for written agreements may create situations where all but the most vulnerable have a signed, written agreement. (<i>Advocate, Government, Brisbane</i>) • Where a resident does not sign an agreement because they lack capacity, service providers should be required to provide a copy of standard terms. (<i>Government, Brisbane</i>) • Signed agreements do not provide any additional protections for people who do not have the capacity to understand and meet their obligations and to understand and enforce their rights under the agreement. (<i>Government, Brisbane</i>)

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Topic	Comments
	<p><u>The ability of informal decision makers to sign agreements</u></p> <ul style="list-style-type: none"> • Where an adult has impaired capacity, an informal decision maker can sign under s.9 of the Guardianship and Administration Act 2002 which recognises informal decision making arrangement. <i>(Advocate, Government, Brisbane)</i> • Should specifically empower informal decision-makers, such as family members, to sign residential service agreements on behalf of the person with a disability or impaired decision-making capacity to strengthen the safeguards already provided under legislation. <i>(Government, Brisbane)</i> • s.76 of Powers of Attorney Act 1998 and s.37 of Guardianship and Administration Act 2000 can help conflicting sections of Accommodation Act. Some protections where formal decision makers have been appointed, but no protections where this is done by a service provider on an informal basis. <i>(Advocate, Government, Brisbane)</i> • Act should state that informal substitute decision makers can make decisions for an adult with impaired capacity to choose accommodation, as long as they are in compliance with the general principles of the Guardianship and Administration Act. No point in changing the law to state that informal decision makers could sign the agreement and manage the payment of rent and bond. <i>(Government, Brisbane)</i> • When Office of Adult Guardian staff are acting as guardians appointed under the Guardianship and Administration Act, they will not sign written agreements for residents, as their role is of a substitute decision maker and can't sign agreements where there are financial implications. Even if an administrator signs an agreement, they can't force the resident to comply. Act should reflect these difficulties better. <i>(Government, Brisbane)</i> • Emphasis should be on financial administrators signing agreements, not guardians. Informal substitute decision-making should be encouraged. Definition of support network should be extended, and can include Government workers. <i>(Government, Brisbane)</i> • Don't support proposal to amend the Act to empower informal substitute decision makers to sign service agreements on behalf of residents who don't have formal administrator or attorney. It would establish informal decision-makers as formal decision-makers outside the Guardianship and Administration Act. If service provider or informal decision-maker believes resident has impaired capacity, an application should be made to GAAT for an appointment. Otherwise, how would informal decision-makers ensure residents comply with obligations under the agreement, such as rental payments and bond? An administrator can't force the adult to comply with other terms of the agreement. Doesn't address the fundamental issue of usefulness of written agreements in these situations. <i>(Government, Brisbane)</i> • Agreements should indicate a place of a resident to nominate a formal or informal decision-maker or agent, as the point of service. <i>(Advocate, Brisbane)</i>

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Topic	Comments
Return to Main Issues	<p><u>Residents' ability to understand the agreements and obligations, apart from issues related to impaired capacity</u></p> <ul style="list-style-type: none"> • Need written agreements translated into other languages (at least electronically) – suggest Japanese, Chinese, Korean and German. (<i>Advocate, student accommodation, Sunshine Coast</i>) • The Act should consider the extent of the residents' disabilities and communication difficulties in assessing their ability to comply with the Act. (<i>Government, Brisbane</i>) • All agreements should be written in plain English that people can understand, or made available on audio-tape for those unable to read. (<i>Peak body, Brisbane</i>) • Low literacy means residents don't understand written agreements. (<i>Service provider, boarding house, Townsville</i>) <p><u>Fixed and periodic terms of agreements</u></p> <ul style="list-style-type: none"> • Fixed term agreements don't reflect university semesters or where students return home during end of year breaks. (<i>Resident advocate, Brisbane</i>) <p><u>Short term agreements</u></p> <ul style="list-style-type: none"> • Should be different agreements for short stays. (<i>Government, Brisbane</i>) • Do not support short term written agreements (current agreements are no more onerous than a shorter document). (<i>Peak body, Brisbane</i>) • Short stay tenancy would be a practical solution (e.g. Tenancy Act's short term caravan tenancy provisions). (<i>Resident advocate, Ipswich</i>) • Don't believe GST should form the basis for allowing short-term stays without written agreement. (<i>Advocate, Brisbane</i>) • Short stays shouldn't have the same level of paperwork. Short stays should be managed like hotel reservations, with credit card imprints in lieu of a bond, and registration cards. (<i>Service provider, student accommodation, Sunshine Coast</i>)
Rent payments, fees and charges	<ul style="list-style-type: none"> • The Act should require dollar amounts for the components of rent and services as a standard term of the agreement. Other issues include lack of receipts being given, or inaccurate ones, non-lodgement of bonds, multiple bonds charges, problems with bond refunds and confusion over rent payments. (<i>Resident advocate, Brisbane</i>) • Support the inclusion of a cap limiting the amount or proportion of a pension a service provider can claim, particularly for those under 18 years of age. (<i>Government Advocate, Brisbane</i>)

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Topic	Comments
	<p>Rent</p> <p><u>Components of rent</u></p> <ul style="list-style-type: none"> • Rent components should be required to be in dollar amounts as a minimum. <i>(Advocate, Government, Brisbane)</i> • Rent should include dollar components to make it easier for residents to understand. <i>(Peak body, Brisbane)</i> • Costs per service should be included for long-term residents in level 3. <i>(Government, Brisbane)</i> • Tax Office suggested a break-up of tariff for GST implications – accommodation 70%, food 25%, other 5%. <i>(Service provider, supported accommodation, no address)</i> • Rent refers to a package of services, not just accommodation. If rent is broken down, it may affect resident's ability to get rent assistance. Services made available for rates determined by quantity (e.g. internet, electricity, cleaning, common areas) and are a boarding cost. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Rent should be allowed as a percentage: it is simpler, facilitates standard contracts, reduces errors and removes the need for changed documentation when pension changes. Current dollar value could be provided on a separate document. <i>(Peak body, aged rental, Brisbane)</i> <p><u>Not being required to pay components of rent when residents don't use them</u></p> <ul style="list-style-type: none"> • There should be a note in agreements about payment if on leave from residence, noting reduction in payments for services not used. <i>(Government, Brisbane)</i> • Should reduce rent after 2 weeks to accommodation only if resident is absent. If facility is supported accommodation – less than 28 days (rarely happens). Refunds should be rent paid in advance if resident gives one week's notice. <i>(Service provider, supported accommodation, no address)</i> • There is a rent reduction for residents retaining their rooms over the holiday period. If a resident wants to retain a specific room, they should pay rent throughout the holiday period. The charge which should be reduced should be the boarding service fee as electricity, cleaning, PABX and internet, which are not being used during this time. <i>(Resident, student accommodation, Sunshine Coast)</i> • Service component of fees may not be able to be removed completely during resident's absence. Some discount to account for the change in inputs costs should be possible. Otherwise, service provider will have to restructure rent to cover contingent absences. Prefer educative response to this issue, rather than legislative. <i>(Peak body, aged rental, Brisbane)</i> • A resident should be able to give two weeks' notice of a suspension of a service, and not pay for that service while they aren't using it. <i>(Advocate, Brisbane)</i> • Act should identify when residents are not liable for unused services (e.g. meals) with the ability for residents to have funds returned to them if a health issue, and provide a method of calculation. Service provider should not be disadvantaged, but resident's rights should be upheld. <i>(Resident advocate, Ipswich)</i> • Supports an approach that distinguishes between rent and other services, and charges residents only rent while

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Topic	Comments
	<p>they are absent, and food and services not to be charged to residents who cannot access them due to temporary absences. <i>(Advocate, supported accommodation, Brisbane)</i></p> <p><u>Charging rent in advance</u></p> <ul style="list-style-type: none"> • Main concern is inability to require more than two weeks' rent in advance (prefer semester's or year's rent). Semester payments are efficient, ensure a period of accommodation, minimise stress on students, minimise operational overheads, avoid costly vacancies. <i>(Service provider, student accommodation, Brisbane)</i> • Example of residents' rent varying from \$115 to \$160 per week for same room, depending on if resident paid rent in advance or not. <i>(Resident advocate, Townsville)</i> <p><u>Calculating rent payments</u></p> <ul style="list-style-type: none"> • Should have daily accumulation of rent, as with Tenancies Act. <i>(Service provider, boarding house, Brisbane)</i> • Need clarification on rent periods, e.g. daily basis not nightly basis as it is assumed to be motel style accommodation. Possible for service providers to receive double rent on days when students depart on morning and new student accommodated that night. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Should clarify how rent accumulates and is apportioned upon termination by including the provisions of section 56 of the Tenancies Act. <i>(Advocate, Brisbane)</i> <p><u>Rent increases</u></p> <ul style="list-style-type: none"> • Rent increase provisions should allow for a two-month notice period, as in the Tenancies Act. <i>(Resident advocate, Brisbane)</i> • Section 21 should provide for an application to the Small Claim Tribunal in relation to rent increase (as per section 53A of Tenancies Act). <i>(Peak body, Brisbane)</i> <p>Fees and services</p> <ul style="list-style-type: none"> • Key deposits, linen deposits, remote control bonds, etc should be charged but shown separately on bond lodgement forms to help with bond refunds. <i>(Peak body, Brisbane)</i> • Fees and charges should be allowable if specified in the agreement. Should not all be bond amount, as it can be complicated if resident dies. Detailed legislation is considered inappropriate and unnecessary in these instances. <i>(Peak body, aged rental, Brisbane)</i> • Any money paid to service provider at the start should be lodged as a bond (e.g. pre-cleaning fees). <i>(Resident advocate, Ipswich)</i> • Amend section 4(2)(iii) of the Accreditation Act to expressly include a linen/laundry and/or cleaning service and the necessary accreditation matters relevant to such, to be included in that Act and/or Regulation. <i>(Resident</i>

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Topic	Comments
	<p><i>advocate, Brisbane)</i></p> <p><u>Range of fees</u></p> <ul style="list-style-type: none"> • Service providers have common areas cleaned fortnightly and charge a weekly fee per student for the service. Amount is consistent, despite variations of numbers of student in unit. Service provider provides a kitchen pack to all units and charges a per person fee. There is no reimbursement fee from boarding service cost if not wanted. A charge of one week's rent per lease can be charged several times in one year, depending on how regularly the service provider has the resident sign a lease. Resident can occupy same room for the duration of the degree and pay a letting fee every six months. Needs to be clarified how much service provider can charge for electricity. Need to control other services charged by on-site management, e.g. changing light bulbs, replacing cutlery and charges such as cleaning blinds and carpets and how often such items can be charged. Service providers have too much free reign to charge what they like and concerned about how far this could go, e.g. individual costs for security. <i>(Resident, student accommodation, Sunshine Coast)</i> • Concerns about fees and charges residents have to pay that aren't in the tenancy agreement (e.g. cleaning, key deposits and linen services). Legality of charging cleaning fees is questionable, given residents are not obliged to keep their rooms clean and tidy. <i>(Peak body, Brisbane)</i> • Personal care should be broken down into what is covered for that fee, or how much each separate component of personal care costs. Otherwise, leaves residents vulnerable to financial abuse. <i>(Government, Brisbane)</i> <p><u>Service providers should be required to pay all out-goings and service charges</u></p> <ul style="list-style-type: none"> • The Act should protect residents from being forced to purchase goods or services, or make a payment as a condition of their agreement, similar to sections 95, 95A of Tenancies Act. The Act should prohibit charges and penalties, similar to section 96 of the Tenancies Act. <i>(Advocate, Brisbane)</i> • Act should state service providers should pay for all costs associated with preparing agreements. <i>(Advocate, Brisbane)</i> <p>Rent receipts</p> <ul style="list-style-type: none"> • Rent receipts should state total and breakdowns of services and identify the property (should be in Act). <i>(Peak body, Brisbane)</i> • Service providers should be required to provide more detailed receipts identifying services (e.g. linen). <i>(Advocate, student accommodation, Sunshine Coast)</i> • The room number and breakdown of payments should be included in receipts and be a requirement of the Act. <i>(Government, Brisbane) (Peak body, Brisbane)</i> • Should only receipt cash payments, or as requested. <i>(Service provider, supported accommodation, no address)</i>

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Topic	Comments
	<ul style="list-style-type: none"> • Penalties for breaches of this section should be increased to 20 penalty units, similar to the Tenancies Act. <i>(Advocate, Brisbane)</i> • Rent and receipts should indicate dollar breakdown of services, at a legislated level. <i>(Resident advocate, Brisbane)</i> • Example of police assisting with an eviction for rent arrears with no evidence – service provider had never given rent receipts. <i>(Resident advocate, Townsville)</i> <p>Rental bonds</p> <ul style="list-style-type: none"> • Not all service providers charge a rental bond. <i>(Peak body, boarding houses, Brisbane)</i> • It's not economical to take rental bonds from short-term residents. <i>(Service provider, boarding house, no address)</i> • No fee for cleaning at end of tenancy. No need for rental bonds. <i>(Service provider, supported accommodation, no address)</i> • More emphasis needs to be on preventing residents from using bond money in lieu of rent (should be prohibited). <i>(Service provider, boarding house, no address)</i> • No need for rental bonds. <i>(Service provider, supported accommodation, no address)</i> <p><u>Amounts charged for bonds</u></p> <ul style="list-style-type: none"> • Bonds for student accommodation should be 4 weeks maximum. <i>(Resident advocate, Brisbane)</i> • At start of residency, one extra week's rent should be called "security" to forestall fly-by-night element. <i>(Service provider, boarding house, Mt Isa)</i> • Bonds should be calculated on actual rent, and students not using optional items should not have to pay a bond for them. Should be inclusions for key deposits, remote garage buttons, etc. Problems with short stay students who do not pay a bond, but are charged key deposits. Bonds should extend to cover cost of replacement keys or controls. Some issues about additional charges, e.g. replacement batteries for remotes. Credit card details are being used as a bond option for short stays. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Residents and service providers hate mindless bureaucracy getting involved in transactions of \$50 or less. <i>(Service provider, boarding house, Brisbane)</i> • Bonds are charged at four times weekly rent, and additional money charged as key deposit. All students charged \$46.50 cleaning charge at end of agreement. Key deposits charged to encourage return of keys. Residents check out in large numbers, and early hours of morning. Holding key deposits in trust accounts enables money to be returned to residents at time of departure (bond refund comes later). <i>(Service provider, student accommodation, Sunshine Coast)</i> • Students are being charged excessive bonds and fees in on-campus accommodation. <i>(Advocate, student</i>

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Topic	Comments
Return to Main Issues	<p><i>accommodation, Townsville)</i></p> <ul style="list-style-type: none"> • Section 28(3) of the Act should include specific reference to key, cleaning and linen deposits as bonds. <i>(Advocate, Brisbane)</i> • Believe the number of days a resident has before they can be evicted is forcing service providers to charge a minimum one week's bond. <i>(Peak body, Brisbane)</i> • A cap on the maximum amount of bond that can be charged is needed. Bonds are a serious problem in relation to affordability of accessing a service and disputes at the end. A four week rental bond, and what would be included in the calculation of such a bond (e.g. services as well as accommodation) would be a major concern to a young person on the verge of homelessness with limited financial resources. Although rental bonds aren't common in the sector, some uniformity would clarify an otherwise confusing position. <i>(Government advocate, Brisbane)</i> <p><u>Reluctance to lodge bonds with the RTA</u></p> <ul style="list-style-type: none"> • Power to collect bonds is important and should not be treated as other residential bonds. There is no need for student colleges run by not-for-profit operators to lodge bonds as there is minimal risk to students. Lodging bonds with RTA would cause time delays in refunds. <i>(Service provider, student accommodation, Brisbane)</i> • Bonds are usually one week (\$100, which is all residents can afford), but it is not sufficient to cover damages. Too much effort (time and money) to lodge with RTA if only \$100. <i>(Service provider, boarding house, Brisbane)</i> <p><u>Bond refunds</u></p> <ul style="list-style-type: none"> • Need to amend RTA processes to allow for international bond refunds. Many leave the country on Sunday or Monday morning. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Bond refund processes need to be amended to reflect that international students will have left, or are about to leave, the country to comply with visa requirements. <i>(Resident advocate, Brisbane)</i> • Example of variations on refunds of deposits paid. No refunds on linen or key deposits if resident leaves within first four weeks, as per house rules. <i>(Resident advocate, Townsville)</i>
House rules	<ul style="list-style-type: none"> • Commonsense should rule – house rules can't cover all aspects of communal living and are ineffective. <i>(Service provider, boarding house, Mt Isa)</i> • Simple house rules, with the basic theme "consider others". <i>(Service provider, boarding house, Brisbane)</i> • Don't fiddle with house rules. <i>(Service provider, boarding house, Brisbane)</i> • The Act should confirm that house rules apply to everyone who lives in the premises, including residents, service providers and agents. <i>(Resident advocate, Brisbane)</i> • House rules section requires major adjustments – how they are made, how they are enforced and what they are. Needs to be a systematic approach to avoid arbitrary house rules and imbalance of power. Strongly oppose

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	<p>setting of rules which infringe upon people's basic rights, freedom of choice and civil liberties (e.g. residents refused meals for being five minutes late for dinner). Service providers use house rules to impose their personal views/morals on how residents should live their lives. <i>(Peak body, Brisbane)</i></p> <p><u>Changing house rules</u></p> <ul style="list-style-type: none"> • Problems in changing house rules: requirement to give copies to each resident (354 residents on premises), determining who is a "resident" at the time, advocate intervention in process, seven days timeframe OK as it shouldn't be too long. Should be sufficient to put proposed notice of changes in common areas (i.e. kitchens/lounge/dining areas of units). <i>(Service provider, student accommodation, Sunshine Coast)</i> • Act is not adequate for altering house rules: providing a notice to residents, objection processes and ability to apply to Small Claims Tribunal about proposed rule changes, and time period for responses. Impossible to get 50% of residents where complexes may house about 400 residents. Seven day period to object should be extended, with majority of population currently residing on premises (i.e. not school holidays) when changes are proposed. Copy of proposed changes should be given to each resident, not sufficient to only post in common areas. Process of refuting rule change should go straight to RTA, not service provider, to avoid harassment. Should be avenues for advice and advocacy service to directly deal with RTA about house rule changes. Parties should be able to go directly to Small Claims Tribunal without need for dispute resolution as it delays the process. <i>(Resident advocate, student accommodation, Sunshine Coast)</i> • Tenancy legislation should be amended to provide the rights for students to challenge both harsh or unconscionable house rules and terms in tenancy agreements. <i>(Resident advocate, Brisbane)</i> • Seven days is unreasonably short to allow for objections to changes to house rules. At least 14 days would be more reasonable for objections and appeal. <i>(Peak body, aged rental, Brisbane)</i> • Penalty units should be established for breaches of rule change provisions and have the ability to apply to the Small Claims Tribunal for retrospective, unlawful rule changes. Section 62(3) should be amended to allow for a more generous time frame (30 days) to respond to proposed house rule changes. Section 62 should allow for one resident or their representative to initiate action about proposed rule changes. Section 62 should be amended to allow for a resident to apply to the Small Claims Tribunal about a proposed rule change. The Act should allow for all parties to challenge to have the right to be present at a hearing related to a proposed change. Any order relevant to a rule change hearing should be sent to affected residents by the order of the Small Claims Tribunal. <i>(Resident advocate, Brisbane) (Peak body, Brisbane)</i> • Should be a transparent and participatory process for house rules and should relate to general and common law, and not be arbitrary or punitive. <i>(Peak body, Brisbane)</i> • Allow 21 days to object to house rules changes. <i>(Resident advocate, Ipswich)</i> • Time period to object to house rule changes is insufficient for some residents, especially those with impaired

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Topic	Comments
	<p>capacity or intellectual disability who may need assistance to understand the effect. Given that written objections is the only way the Tribunal is informed of resident's view, it is imperative they have the opportunity to prepare a meaningful objection. 14 days would be more appropriate. <i>(Government, Brisbane)</i></p> <p><u>Smoking</u></p> <ul style="list-style-type: none"> • Smoking is a very important issue – should be no smoking in bedrooms, lounge, kitchens and bathrooms; should be service provider's decision and included in house rules. Insurance companies insist the residents don't smoke in their bedrooms and lounges, but designated patio areas are allowed (this is a post 2002 requirement of insurance companies). Service providers reserve the right to include policies about smoking in house rules and agreements. <i>(Peak body, boarding houses, Brisbane)</i> • Smoking in bedrooms is one of the main causes of fire. Should include restrictions on smoking in house rules. <i>(Service provider, boarding house, Brisbane)</i> • Need to include smoking in house rules. Service providers need to be able to better protect the property (and amenity for other residents) by prohibiting smoking indoors. <i>(Service provider, boarding house, no address)</i> • Special areas should be available for smokers. <i>(Peak body, Brisbane)</i> • Definitely no smoking in rooms. If residents let off smoke alarms, fire brigade charges facility for a false alarm and should be able to be passed onto residents. <i>(Service provider, supported accommodation, no address)</i> • Need to ban smoking in rooms because of detectors. <i>(Service provider, supported accommodation, no address)</i> • Smoking should be part of house rules, not special terms, to allow tailoring for specific premises. <i>(Peak body, aged rental, Brisbane)</i> • Don't support prescriptive rules such as "no smoking in rooms" as some service providers allow it. <i>(Advocate, Brisbane)</i> • Smoking should be a house rule and legislation should enforce designated areas for smoking in large facilities. Smoking is a workplace health and safety issue (e.g. workers). <i>(Resident advocate, Ipswich)</i> <p><u>Visitors – general</u></p> <ul style="list-style-type: none"> • Legislating for residents' rights to have visitors and advocates may create other problems for regulation of mandated visits and the right of the resident to refuse and have the same privacy rights of others in the community. <i>(Advocate, government, Brisbane)</i> • Residents should have the rights for visitors for short periods, and guest book used to log visitors including departure time. <i>(Peak body, Brisbane)</i> • Restricting access to visitors may result in service providers preventing access to advocacy for residents and encroach on their civil liberties. <i>(Advocate, supported accommodation, Brisbane)</i> • No need to add further regulation to visitors. <i>(Peak body, aged rental, Brisbane)</i>

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Topic	Comments
	<ul style="list-style-type: none"> • Example of resident being evicted for visitor's behaviour, but resident wasn't present when visitor was there. <i>(Resident advocate, Townsville)</i> • Believe the making of rules about visitors is unlawful under section 57. If service provider has an obligation under another law, section 57 may prevent this (i.e. banning overnight visitors). Clarification is needed. Don't think Building and Other Legislation Amendment Act 2002 restricts overnight visitors. <i>(Advocate, Brisbane)</i> • No rules about visitors should be struck unless they are required under other legislation. <i>(Peak body, Brisbane)</i> • Controls about visitors and guests can affect the lifestyle of residents and their ability to access essential support and advocacy. <i>(Peak body, Brisbane)</i> • Visitors should not be stopped, but may need regulated time frames. <i>(Resident advocate, Ipswich)</i> • Residents can't be held responsible for a third party's behaviour (i.e. guests). <i>(Resident, boarding house, Townsville)</i> <p><u>Right of access by residents to support workers and advocates</u></p> <ul style="list-style-type: none"> • Should be a legislative provision to provide advocates or support workers with right of access to resident (as distinct from family and friends). <i>(Government, Brisbane)</i> • Access to resident advocates can inflame conflict, rather than manage it. Role of advocate should be counseling of resident. Residents have unfair access to advocates and support workers, more than service providers do. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Act should contain a provision that mirrors section 5(2) of Accreditation Regulation about visitors, external service providers, and advocates, but clearly prohibits action on part of service provider that deny residents the right to have unrestricted access to visitors, workers and advocates. <i>(Advocate, Brisbane) (Peak body, Brisbane)</i> • House rules are being used to deny people access to advocates. Act needs to be clearer about what house rules can or cannot contain, making it unlawful for rules barring entry to visitors. The Act should contain a definition of advocate that is broad enough to ensure people are not denied formal and informal advocates. <i>(Peak body, Brisbane)</i> • Anecdotal evidence that some service providers prohibit particular visitors on unreasonable grounds or prohibit visitors altogether. Legislation should establish the right of residents to receive visitors provided they comply with house rules and should make it unlawful for service providers to prohibit visits by professional support workers, health workers and advocates. <i>(Government, Brisbane)</i> • Many young people experiencing a housing crisis also have high needs in other areas of their life, such as financial management and living skills, and often need access to support services. Should include the right of residents to be able to receive visitors, including support workers and advocates. This is particularly important for young people with an intellectual disability. <i>(Government advocate, Brisbane)</i>

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Topic	Comments
	<p><u>Visitors who are ex-residents</u></p> <ul style="list-style-type: none"> • Problems when previous residents return to premises to catch up with old friends and act inappropriately as guests. Should require visitors to report to manager, with potential to ban some people. <i>(Peak body, boarding house, Brisbane)</i> • Residents believe former residents have a right to stay over, even when previous resident was evicted for behaviour. <i>(Service provider, student accommodation, Sunshine Coast)</i> <p><u>Visitors – overnight stays</u></p> <ul style="list-style-type: none"> • Fire safety and local government registration indicate the maximum number of occupants – overnight visitors should not be allowed. Obligations for who takes responsibility for extra people in case of a fire is an issue. <i>(Peak body, boarding houses, Brisbane)</i> • Problem of “long term visitors” staying, unknown, in rooms has repercussions for service provider in terms of fire safety regulations. <i>(Service provider, boarding house, Brisbane)</i> • Residents should be able to have visitors as long as visitor is not interfering with quiet enjoyment of others. Should not be allowed to charge for visitors, but can after a period such as seven days (then visitor required to vacate or enter into separate agreement). Service providers should be advised of visitors by noting in visitors’ book or guest record or provide some accountability for fire or evacuations. There should be limits on maximum number of visitors depending on accommodation. Visitors should only be allowed to sleep in resident’s bedroom, not common areas. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Visitors should be welcome at all times unless they breach house rules, but should not stay on premises. <i>(Service provider, supported accommodation, no address)</i> • Visitors should not be allowed to stay in common rooms, but in resident’s room only. Residents copy and sell keys to allow access for friends. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Queensland Fire and Rescue Services can issue service provider with a “s.69 notice” which would limit visitor numbers or, in extreme cases, prohibit visitors. A notice could also be issued to prohibit visitors staying overnight if presence constituted a danger. Section 10 of Building Fire Safety Regulation 1991 states that occupier of building must ensure number of people in building at any one time does not cause overcrowding or exceed the maximum number that may be accommodation. The maximum number of persons to be accommodated in any bedroom is obtained by dividing the floor area of each part of the room by 2.5 square metres per person and a minimum travel path of 900mm provided within the bedroom. <i>(Government, Brisbane)</i> • House rules regarding visitors and people staying overnight should be consistent with the Building Fire Safety Regulations 1991, Building Code of Australia and Queensland Development Code. <i>(Government, Brisbane)</i>

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Topic	Comments
	<p><u>Other issues</u></p> <ul style="list-style-type: none"> • Colleges make extensive use of house rules about behaviour (alcohol and drugs) and visitors, and are opposed to the Act prescribing house rules. It's important the college has the right to enter to ensure its house rules are being dealt with. <i>(Service provider, student accommodation, Brisbane)</i> • Banning excessive drinking should be part of house rules, and failing to observe this rule should be considered a serious breach. Taking illicit drugs should be considered a serious breach. <i>(Service provider, boarding house, Brisbane)</i> • Stricter controls are need for house rules in student accommodation. <i>(Service provider, boarding house, no address)</i> • Would like to see house rules extended to include matters of fire safety, e.g. smoking, use of candles, incense or anything with a flame, and condition of and use of electrical appliances. <i>(Government, Brisbane)</i> • Rules and penalties contravening the Act are being used by service providers to "control" students, for example house rules that residents must wash all dishes and cooking equipment within 20 minutes of meal being completed. Multiple charges and bonds are incurred, e.g. charges for late rent, visitors staying over and rubbish not being removed. House rules may be used to masquerade illegal charges. <i>(Resident advocate, Brisbane)</i> • Cleanliness of common areas could be noted as part of the house rules. <i>(Government, Brisbane)</i> <p><u>Informing residents of house rules</u></p> <ul style="list-style-type: none"> • Copies of house rules should be given with services agreement. <i>(Peak body, Brisbane)</i> • Providing copies of house rules to residents should be standard practice. Should have house rules in Act, and provide translations. <i>(Advocate, student accommodation, Sunshine Coast)</i> • A copy of house rules must be given in writing or compliance can't be properly agreed. <i>(Peak body, Brisbane)</i> • House rules should be given and signed off as received. <i>(Resident advocate, Ipswich)</i> • House rules should be required to be provided to resident (and/or administrator) with a copy of the written agreement. This should help residents get help from a support worker, friends, family member or administrator to explain the meaning and effect of house rules and process for changing house rules. <i>(Government, Brisbane)</i> • Section 63 should be amended to clarify that house rules include both prescribed house rules and lawful house rules made under section 57. The Act should clearly state prescribed house rules can't be altered and must be consistent with Regulation. <i>(Peak body, Brisbane)</i> • House rules should be given to every resident as well as being displayed. <i>(Service provider, boarding house, Cairns)</i> • Questionable how valuable it is to give rules to those in level 3 accommodation. Issues around residents with impaired capacity and ability to understand house rules. <i>(Government, Brisbane)</i> • Blatant disregard for copies of house rules to be given to residents, but will put them on display. <i>(Government,</i>

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Topic	Comments
Return to Main Issues	<p><i>Brisbane)</i></p> <p><u>Ensuring residents comply with house rules</u></p> <ul style="list-style-type: none"> • Nothing in the Act deals specifically with what happens when house rules are broken. (<i>Service provider, boarding house, Brisbane</i>) <p><u>Developing house rules specific to each sector</u></p> <ul style="list-style-type: none"> • Should have different rules for different sectors. (<i>Advocate, student accommodation, Sunshine Coast</i>) • Residents need to consider other residents' rights. Need to be able to write house rules specific to environment and to ensure rules are adhered to. (<i>Service provider, student accommodation, Sunshine Coast</i>) • Student accommodation should have different standard house rules from other sectors. (<i>Resident advocate, student accommodation, Sunshine Coast</i>) <p><u>What matters can have house rules</u></p> <ul style="list-style-type: none"> • The Act should clarify unlawful rules in relation to section 57, with appropriate penalty units being established for breaches. (<i>Advocate, Brisbane</i>)
Entry	<ul style="list-style-type: none"> • No change to current entry rules. (<i>Peak body, boarding house, Brisbane</i>) • Issues with entry indicate non-compliance. (<i>Resident advocate, Brisbane</i>) • Rules for entry are mostly ignored in the Act by service providers, but may be difficult to abide by due to configuration of premises. (<i>Peak body, Brisbane</i>) • The Act allows for gross invasions of privacy, for example providing that a notice must be given to a resident, but no provisions for a resident to have received the notice. (<i>Resident, boarding house, Townsville</i>) <p><u>Quiet enjoyment</u></p> <ul style="list-style-type: none"> • Need further restrictions and/or rules around entries, especially communal areas. Links should be made between service provider responsibilities and rules of entry to clearly articulate quiet enjoyment for residents. (<i>Advocate, Brisbane</i>) • Quiet enjoyment and entry provisions should be linked, and harassment included. Penalty provisions for entry should match Tenancies Act. (<i>Advocate, Brisbane</i>) • Service providers should take all necessary steps to ensure privacy of residents. Perhaps an agreed understanding and acknowledgement that all residents deserve a basic level of respect, human dignity and self-worth, regardless of level of support they require. Those who require personal support, service providers need to demonstrate respectful and appropriate handling of themselves and their property. A “values shift” is required

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Topic	Comments
	<p>among hostels and boarding houses, so all service providers should undergo sensitivity and values training. <i>(Peak body, Brisbane)</i></p> <ul style="list-style-type: none"> • Example given of routine inspections conducted too frequently – every 10 days or three weeks. Also, frequent entry into residents’ rooms to defrost fridges weekly, resulting in residents losing food through spoilage. <i>(Resident advocate, Townsville)</i> • Section 67(3) should be amended to allow for entry not more than once every three months for inspection. <i>(Resident advocate, Brisbane)</i> • Regular cleaning of common areas used by service providers to check up on residents. <i>(Advocate, student accommodation, Sunshine Coast)</i> • (On campus student accommodation). Entry is subject to service provider, who has a master key to each room. <i>(Advocate, student accommodation, Townsville)</i> • Penalty units for breach of section 65 should be increased to 20 units, similar to Tenancies Act. <i>(Resident advocate, Brisbane)</i> • The Act should include provisions for other relevant parties to be required to enter lawfully. <i>(Resident advocate, Brisbane)</i> • Important the college has the right to enter to ensure its house rules are being dealt with. Colleges have a charter of providing care beyond food and shelter, such as students with psychological difficulties with self-harm. <i>(Service provider, student accommodation, Brisbane)</i> • Entry to bedrooms should require a notice giving name of person to enter and reason. <i>(Peak body, Brisbane)</i> • Entry notices (approved forms) don’t contain essential information, such as a time for entry or the name of who will enter. There is no obligation for service providers to use approved forms. <i>(Advocate, Brisbane)</i> • Section 68(3)(c) should be changed so all residents receive individual entries for rooms, regardless of how many will be entered, or multiple entries only allowed if more than half the rooms will be entered. <i>(Advocate, Brisbane)</i> • Problems with entry by third parties: units are individually owned and owners contract agents to sell premises, often using “open house” strategies which affects residents, but is outside of the service provider’s control. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Entry provisions only seem to relate to service provider and agents, but not owners of properties, and this should be picked up to cover all. <i>(Resident advocate, Brisbane)</i> <p><u>Obligations and operational requirements</u></p> <ul style="list-style-type: none"> • Residents should be made aware of entry for cleaning and personal care at start of agreement. <i>(Service provider, supported accommodation, no address)</i> • Entry is difficult issue at level 3. Service providers should adhere to providing entry forms, but some flexibility

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	<p>should be provided especially for level 3. Residents may wander into other residents' rooms and service provider may need to retrieve residents. Most service providers check room every day. <i>(Resident advocate, Ipswich)</i></p> <ul style="list-style-type: none"> • Section 66(2) should include a reference to a resident agreeing to the entry, as in section 66(1). <i>(Resident advocate, Brisbane)</i> • Service providers need the right to enter to carry out repairs and maintenance, or if service provider has concerns about well-being of resident. <i>(Peak body, aged rental, Brisbane)</i> • Entry is important issue because of fire safety, e.g. need to test smoke detectors in all bedrooms monthly. What rights does a service provider have to clean up rooms to make them safe if resident's room is a fire danger? <i>(Service provider, boarding house, Brisbane)</i> • Entry by service provider to check compliance could be at times of inspection after following adequate notice to residents. <i>(Government, Brisbane)</i> • Entry must allow for legal obligations such as fire safety requirements, and fire safety issues should be included in general inspections of rooms and common areas and form part of an overall inspection to occur four times a year. <i>(Government, Brisbane)</i> • Monthly maintenance of smoke alarms is not possible – costs for time, access to rooms, and costs of electrician. <i>(Service provider, boarding house, Townsville)</i> • Service providers should have the right to enter immediately if rent not paid, to ascertain resident's presence. <i>(Service provider, boarding house, Mt Isa)</i> • Residents who have not paid rent should lose protection under "entry" and be subject to immediate eviction at service provider's discretion. <i>(Service provider, boarding house, Brisbane)</i> <p><u>Caretakers/service providers and common areas</u></p> <ul style="list-style-type: none"> • Entry to common areas should not need entry notices. <i>(Peak body, Brisbane)</i> • "Reasonable access" to common areas has been loosely interpreted to mean access by people such as cleaners, manager, security guards and potential owners. No notices usually given for entry to common rooms (Student accommodation configurations means common areas are kitchens, dining and lounge rooms of units). Common area is viewed by students as shared, private space. Perhaps need a rule about enforcing scheduled times for cleaning? <i>(Advocate, student accommodation, Sunshine Coast)</i> • The Act in relation to entry notices should be amended to include the house, rather than room only. This does not reflect the differences in student accommodation and that most of the services offered in boarding houses and hostels are not offered in student accommodation. Entry notices are usually only given for entry into bedrooms, not the "common areas" of lounges/dining rooms/kitchens. <i>(Resident advocate, Brisbane)</i> • Entry to common areas should only be made to ensure the good management of the premises, which should be

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Topic	Comments
Return to Main Issues	<p>written in the Act. (<i>Advocate, Brisbane</i>)</p> <ul style="list-style-type: none"> • Need further rules about entry, especially communal areas. (<i>Peak body, Brisbane</i>) • Need to distinguish between premises with a live-in manager and one without, for entry (refer to Tenants Union of Queensland submission which provided a diagram). (<i>Peak body, Brisbane</i>) • Distinguish between premises with live-in managers and no live-in managers. If no live-in manager, entry notices must be given; if a live-in manager who doesn't use common areas – entry notices must be given. If a live-in manager who does share common areas – no entry notice required. (<i>Resident advocate, Brisbane</i>) <p><u>Disputes over entry</u></p> <ul style="list-style-type: none"> • Support Small Claims Tribunal being able to change rules of entry. (<i>Government, Brisbane</i>) • Part 7 of the Act should be changed to allow for SCT orders to be included as terms of the agreement. (<i>Resident advocate, Brisbane</i>) • Consideration needs to be given to how all residents in premises would be able to respond if service provider amends rules for whole premises. (<i>Government, Brisbane</i>) • Need to be able to negotiate entry for whole premises. (<i>Government advocate, Brisbane</i>)
Breaches and disputes	<ul style="list-style-type: none"> • No changes to legislation required. Current practice is to offer difficult residents who disrupt their fellow resident one week's rent to find another place, which avoids property damage. Act should allow service providers to operate in a practical manner, with minimum costs, as the viability of these operations is fragile. (<i>Service provider, boarding house, no address</i>) • Need to separate housing and support, given conflicts between acting as service provider and landlord. Separation would mean resident's tenure is not at risk if tenancy dispute arises. (<i>Peak body, Brisbane</i>) • Difficult to get resident to lodge disputes if it jeopardizes their accommodation options. Residents are too frightened to enforce rights. (<i>Resident advocate, Ipswich</i>) <p>Breaches</p> <p><u>Rent arrears processes</u></p> <ul style="list-style-type: none"> • Time frame for non-payment of rent is fair and reasonable (especially if no bond paid). Provision for termination for repeated breaches of non-payment of rent should be same as Tenancies Act. (<i>Peak body, boarding house, Brisbane</i>) • 99% of service providers give residents extra time to pay rent arrears. (<i>Service provider, boarding house, Cairns</i>) • Act forces service provider to give out a service, even when the promised recompense is in doubt (rent arrears). Should be: service provider gives Form R11 when a resident, regardless of length of stay, is one day behind in rent. Resident given one day to bring rent up to date. Then, service provider may issue Form R12 allowing the

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	<p>resident one more day to vacate if rent is not paid. This gives the service provider some protection when rent is deliberately delayed by resident taking advantage of the system. Service providers can recognise genuine hardship and can always negotiate to allow further leeway to the resident. Service providers would rather try to retain a good resident than spend money getting an unknown resident. <i>(Service provider, boarding house, Brisbane)</i></p> <ul style="list-style-type: none"> • Time frames for rent arrears should remain as is. <i>(Peak body, Brisbane)</i> • Rent arrears time lines should be similar to Tenancies Act. <i>(Advocate, student accommodation, Sunshine Coast)</i> • No service provider would kick a resident out if they were two days behind in rent – there is usually nowhere to go. Often, residents are behind the eight ball on entry and service provider carries the debt forward. <i>(Service provider, supported accommodation, no address)</i> • Service providers need prompt eviction processes for non-payment of rent. <i>(Service provider, boarding house, Townsville)</i> • Rent arrears processes need to take into account the payment cycle of those on fixed incomes. <i>(Resident advocate, Brisbane)</i> • Difficult to understand the justification for significantly shorter periods for residents to remedy breaches for overdue rent. Time periods should mirror those of Tenancies Act. <i>(Government, Brisbane)</i> • The timeframes for resident to repay rent arrears should be modified and extended to allow at least a two week turnaround from the time of accrual to necessary payment to allow for fixed incomes. <i>(Peak body, Brisbane)</i> <p><u>Rent arrears processes for shorter and longer residencies</u></p> <ul style="list-style-type: none"> • Strongly advocate for removal of differential time periods for rent arrears breaches depending on length of tenure: too confusing for all and is misinterpreted as reducing all time periods. <i>(Resident advocate, Brisbane)</i> • The distinction in section 77(5) based on 28 day residency should be removed. Time frames for payment of rent arrears should be amended to allow for a two week time frame to allow residents time to make good their arrears, no matter what their tenure. <i>(Resident advocate, Brisbane)</i> <p><u>Provision for repeat breaches</u></p> <ul style="list-style-type: none"> • Repeated breaches need to be addressed, especially allowing for breaches of noise. <i>(Service provider, boarding house, Brisbane)</i> • Act should allow for repeated breaches, but time frame should be X number of months, not two years (as in Tenancies Act). <i>(Peak body, Brisbane)</i> • How many breaches should a resident get away with? Resident remedies breach, but next day they breach it again (e.g. house rule of not smoking in kitchen). <i>(Service provider, boarding house, Mt Isa)</i>

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	<ul style="list-style-type: none"> • Should protect service provider from repeated breaches by residents (as per Tenancies Act). <i>(Advocate, student accommodation, Sunshine Coast)</i> • Don't support repeated breaches provisions, unless self and summary eviction provisions are removed. <i>(Resident advocate, Brisbane)</i> <p><u>Length of notice periods</u></p> <ul style="list-style-type: none"> • Do not want rent arrears periods lengthened because it will cause financial hardship to service providers as ability to retrieve will be greatly diminished. <i>(Service provider, boarding house, Brisbane)</i> • Breach timeframes are too short and may prevent service providers from negotiating. Should be highlighted these are minimum times only. <i>(Government, Brisbane)</i> • Time periods for breaches should be same as Tenancies Act to allow for delays due to capacity, etc. <i>(Government, Brisbane)</i> • Time periods should be extended to bring into line with Tenancies Act. <i>(Resident advocate, Brisbane)</i> • Remedy periods and subsequent notices to leave should be amended to those in relevant sections of Tenancies Act. <i>(Resident advocate, Brisbane)</i> • Timelines for breaches should be same as Tenancies Act, as poverty is a real issue for residents. <i>(Peak body, Brisbane)</i> • At least the same timelines as the Tenancies Act should be used. It is cruel to impose unrealistic timeframes to remedy breaches, and sets residents up to fail. A service provider's interest to remain "viable" should not override a vulnerable person's need for housing. <i>(Peak body, Brisbane)</i> • Notices for breaches of agreement should have the same time periods as those in s.153 and s.196(1) of the Tenancies Act. <i>(Resident advocate, Brisbane)</i> • Part 9 seems particularly oppressive because the most vulnerable are subject to the most severe treatment to remedy a breach. <i>(Resident, boarding house, Brisbane)</i> <p><u>Evidence of breaches</u></p> <ul style="list-style-type: none"> • Residents are accused of breaches where there is dubious evidence. Need to clearly define "reasonably believed". Example given of resident evicted on assumption a bong was theirs, but later proven to belong to another resident. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Impaired capacity an issue where resident may breach rules without knowing, and more likely to leave than deal with notices. <i>(Resident advocate, Ipswich)</i>

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Topic	Comments
	<p><u>Giving notices to other people acting on behalf of resident</u></p> <ul style="list-style-type: none"> • Should consider amending section 133 of Act to include a requirement to provide copies of notices to a person nominated by the resident in the agreement, to facilitate support for resident in remedying breach or taking action to protect resident's rights. <i>(Government, Brisbane)</i> • Section 133 should recognise informal support networks and provide for nominated information decision makers to receive notices. <i>(Peak body, Brisbane)</i> • Example given of a Level 3 resident given a breach notice, with a view to eviction, but resident didn't understand what was happening. <i>(Government, Brisbane)</i> <p><u>Notices about other parts of agreement</u></p> <ul style="list-style-type: none"> • The Act should include a 30 day notice period (and approved forms) for ending or changing a service provided as part of an agreement (e.g. section 67 of Accreditation Act). <i>(Peak advocate, Brisbane)</i> • The Act should include provision for notice of details about service provider and caretaker as in s.116 of the Tenancies Act, and notice of transfer as in s.148 of the Tenancies Act. <i>(Resident advocate, Brisbane)</i> <p>Disputes</p> <p><u>Using financial and other penalties as a deterrent</u></p> <ul style="list-style-type: none"> • Act should allow for financial penalties other than a breach or eviction, e.g. penalising student \$375 by making them liable for false fire alarms (amount set by fire brigade on call out fees). Need enforceable breaches for excessive alcohol consumption and unacceptable behaviour (e.g. vomiting/urinating over balconies into balcony below). Suggest subsequent breaches incur fines of \$50, with a final warning. <i>(Service provider, student accommodation, Sunshine Coast)</i> • (On campus accommodation) have few dispute processes, with residents being required to perform community tasks (e.g. helping in kitchen) for breaches. Residents' academic records are subject to the tenancy, e.g. if a resident fails to achieve to a certain academic level, the tenancy may be terminated. <i>(Advocate, student accommodation, Townsville)</i> • Example given of a resident in a single room, level 3, paying only 70% of rent due, and being moved out into a shared room as a result (rent resident had paid equated to shared room costs, so rent arrears treated as downgrading of room). Also given a breach notice, with view to eviction, but resident didn't understand what was happening. <i>(Government, Brisbane)</i> • Multiple charges and bonds are incurred, e.g. charges for late rent, visitors staying over and rubbish not being removed. <i>(Advocate, student accommodation, Brisbane)</i>

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Topic	Comments
	<p><u>Illegal or questionable notices</u></p> <ul style="list-style-type: none"> Some evidence of residents alleging to be management and sending notices to other residents. <i>(Service provider, student accommodation, Sunshine Coast)</i> <p><u>Dispute resolution processes</u></p> <ul style="list-style-type: none"> Don't tend to access dispute resolution because of time delays, would prefer urgent applications to Small Claims Tribunal. <i>(Advocate, student accommodation, Sunshine Coast)</i> RTA should reimburse service provider's time at plumbers' hourly rates when attending disputes. <i>(Service provider, boarding house, Brisbane)</i> The object of the Act should be amended to develop a system of protections for residents that are easy to use and respond to the need within a timely manner. Needs to enshrine consumer protection. Service providers are difficult to access, dispute resolution is time-consuming and filling out forms and processes are difficult. <i>(Resident advocate, Brisbane)</i> All tenancy disputes should be handled by an external, independent third party (e.g. SCT). Don't support service provider playing a key role in solving their own disputes. Resident should be encouraged to have formal or informal independent advocates present in disputes. <i>(Peak body, Brisbane)</i> The original policy intent of requiring all disputes to be conciliated prior to an application to Small Claims Tribunal is not clear. <i>(Government, Brisbane)</i> Students are more likely to move out than dispute issues as they don't want it reflecting on their studies or placement agent. <i>(Advocate, student accommodation, Sunshine Coast)</i> Residents pursue their rights AFTER eviction, if at all. <i>(Advocate, Brisbane)</i> The RTA should not provide mediation services as it isn't impartial, and dispute resolution should be moved to the Dispute Resolution Centres. <i>(Resident, boarding house, Townsville)</i> <p><u>Ability to apply directly to the Small Claims Tribunal</u></p> <ul style="list-style-type: none"> Need to allow for urgent applications to Small Claims Tribunal, and could include rent arrears but applications about proposed house rules do not appear urgent. Need to ensure Small Claims Tribunal doesn't get overloaded by allowing urgent applications. <i>(Peak body, Brisbane)</i> Should allow for some urgent applications to the Small Claims Tribunal. SCT should have discretion to refer back to RTA for dispute resolution to reduce risk of unnecessary applications. <i>(Government, Brisbane)</i> Support urgent applications to Small Claims Tribunal where dispute resolution process is inappropriate. <i>(Peak body, aged rental, Brisbane)</i> Urgent applications to the SCT should be established for identified, important issues. <i>(Resident advocate,</i>

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Return to Main Issues	<p><i>Brisbane</i>)</p> <ul style="list-style-type: none"> Urgent applications would need to be clearly defined in legislation. An obvious example is violence or serious conflict between parties. <i>(Government, Brisbane)</i> The Small Claims Tribunal Act be amended to allow for the right of advocates to appear on behalf of residents. <i>(Peak body, Brisbane)</i> Small Claims Tribunal is not beneficial to international students as the waiting period is longer than their stay. <i>(Advocate, student accommodation, Sunshine Coast)</i>
Ending agreements and removing residents	<ul style="list-style-type: none"> The United Nations Committee on Economic, Social and Cultural Rights notes “forced evictions are a violation of the covenant, and ... evictions should not render people homeless.” Housing is a human right and people should have the right to live somewhere in security, peace and dignity. <i>(Resident advocate, Brisbane)</i> A legal opinion indicates sections 79 and 82 don’t meet international human rights, and should require application to a tribunal prior to eviction. <i>(Resident advocate, Brisbane)</i> The immediate eviction and removing residents process must not be diluted in any way if budget accommodation is to survive. <i>(Service provider, boarding house, Brisbane)</i> Do not change ending agreement and removing residents. Nature and circumstances of boarding houses are different from general tenancies. Need to have short timelines and authority to remove. <i>(Service provider, boarding house, no address)</i> No reason to change the immediate eviction provisions. Unruly resident can be referred to new government accommodation for these vulnerable people. <i>(Service provider, boarding house, Brisbane)</i> Service providers are using sections 79 and 82 to threaten resident with immediate eviction or as a quick response to resolve any dispute. <i>(Advocate, student accommodation, Sunshine Coast)</i> Hard to monitor sections 79 and 82 because of fear of eviction and threats to residents. By allowing service providers to evict at will, power relationships of parties has changed little from when common law applied. <i>(Resident advocate, Brisbane)</i> It is unclear why a service provider should have the power to immediately evict a resident and use reasonable force, without a warrant to do so. The provisions appear heavy handed and capable of abuse by service providers. There is no opportunity for the resident to object to the eviction prior to it occurring. <i>(Government, Brisbane)</i> <p>Ending agreements</p> <p><u>The right to immediately terminate agreements</u></p> <ul style="list-style-type: none"> Don’t want right to instant eviction removed. Problem residents are not wanted by neighbours or boarding house. Support rights of other 99% of the community, not rights of 1%. <i>(Resident, boarding house, Brisbane)</i>

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	<ul style="list-style-type: none"> • Don't support 14 day period to vacate the premises – should be instant eviction, as they can cause more disruption. Support right for instant eviction if resident can't agree to the rules and regulations. <i>(Resident, boarding house, Brisbane)</i> • Doesn't want 14 days notice period removed. Prefers pre-legislation days. Too much notice allows resident to create havoc, courtesy of the rental bond. <i>(Resident of 22 ½ years, boarding house, Brisbane)</i> • Feel strongly about Government threatening to abolish the right of instant eviction, as wants to keep a clean and happy house for boarders. Examples of problems include inability of police to act on violence where resident was sleeping off alcohol by the time they arrived. <i>(Service provider, boarding house, Brisbane)</i> • Responsible for well-being of all residents. If one is disruptive, then it's the service provider's responsibility to ensure other residents have a safe and peaceful existence. Must retain right to evict residents instantly to ensure this. Vast majority are law-abiding, peaceful residents. Residents are relieved when disruptive person is evicted. Forcing them to live with the offender for up to 14 days prior to eviction is putting them at further unnecessary risk. <i>(Service provider, boarding house, Brisbane)</i> • Right of instant eviction in serious circumstances and ready access to police assistance must be retained and be the prerogative of the service provider. Not prepared to carry on in this business if the right was removed. <i>(Service provider, boarding house, Brisbane)</i> • No changes needed in ending agreements. Vital to retain the right of instant eviction under serious circumstances, to maintain harmony in premises. Residents support this too. <i>(Peak body, boarding house, Brisbane)</i> • Need to take into account the quiet enjoyment of other residents and it is important to be able to evict trouble-makers quickly. Too much regulation would scare service providers away from assisting people with disabilities (99% of landlords assist people with disabilities). <i>(Service provider, boarding house, Cairns)</i> • Need to preserve the right to evict disruptive residents to allow removal of resident whose presence is incompatible with the harmonious operation. Need the ability to quickly remove residents who are disruptive. Any mechanism requiring police or long, drawn out dispute would be counterproductive. Should be able to set out own termination processes. <i>(Service provider, student accommodation, Brisbane)</i> • Want service providers to retain the right for immediate evictions, to be able to protect other residents. Does not have any concerns about this authority being abused by guesthouse owners and has never seen manager abuse this power. Sometimes owner doesn't need to evict, but be able to give a warning that it's possible. <i>(Various residents, boarding house, Brisbane)</i> • Must retain ability to immediately evict, so managers can control escalation of dangerous activities. <i>(Service provider, boarding house, Brisbane)</i> • Does not want ability to immediately evict disruptive residents removed from the Act. Would impact on efficient operation of boarding house and present a dangerous situation for all residents and managers. <i>(Service</i>

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	<p><i>providers, boarding houses, Brisbane)</i></p> <ul style="list-style-type: none"> • Residents involved in illegal activity should be removed from premises immediately to protect others. However, it is used as a threat. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Receive requests about once per week from residents to evict other residents due to behaviour. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Immediately ending agreements gives service providers powers beyond those of police who require evidence and a process of charging and trial before penalty. Needs to be a fair process of ending agreements, but not in breach of common law or natural justice. <i>(Peak body, Brisbane)</i> • Ability for service providers to immediately end and forcibly remove residents makes residents more vulnerable. Blatant disrespect of people's human rights and civil liberties creates culture of vigilantism and people are legislatively allowed to be abused, neglected and exploited. <i>(Peak body, Brisbane)</i> <p><u>Determining what is a serious breach</u></p> <ul style="list-style-type: none"> • Supports retaining the right for instant eviction in serious circumstances. Gives example where police assisted in eviction of former caretaker whose behaviour was bullying, dishonest and illegal and he intimidated residents. <i>(Resident, boarding house, Brisbane)</i> • Serious evictions to date have been: physically assaulting other tenants, physically assaulting the landlord, non-payment of rent and making loud noises every night causing other residents to leave. If there is a good reason, there is nothing wrong with evicting them quickly. <i>(Service provider, boarding house, Brisbane)</i> • Breaches of house rules are often treated as a "serious breach", resulting in residents being evicted. <i>(Advocate, Brisbane)</i> • Reasonably believing an act to have occurred is not evidence. <i>(Peak body, Brisbane)</i> • Residents who are disruptive due to health reasons or impaired capacity are more likely to be evicted immediately because of displayed behaviour. <i>(Resident advocate, Brisbane)</i> • Where a serious breach, include provisions similar to Chapter 7 of Tenancies Act. This would allow for temporary removal, by police, of a resident causing serious nuisance. The matter would be heard by urgent application if the service provider wanted to continue to evict. Eviction could not occur until the Tribunal decides the matter. <i>(Resident advocate, Brisbane)</i> <p><u>Ability to dispute immediate terminations</u></p> <ul style="list-style-type: none"> • Unless there are compelling reasons to remove residents, there should be a requirement of the service provider to inform a representative of the adult of their decision (e.g. attorney, informal decision maker, etc) prior to removal. <i>(Advocate, government, Brisbane)</i>

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	<ul style="list-style-type: none"> • Should require evidence when ending agreements. <i>(Government, Brisbane)</i> • Act currently allows service provider to forcibly remove a resident without prior warning or option to dispute the eviction prior to eviction. Leaves too many vulnerable people open to unfair eviction and subsequent illness. Act must balance rights of service provider to maintain and protect their property and right of residents to lead normal lives. <i>(Advocate, supported accommodation, Brisbane)</i> • Example given of immediate notices to leave for rent arrears and resident didn't want to dispute the processes until after the resident had left the premises. <i>(Resident advocate, Townsville)</i> • Applications to the Small Claims Tribunal should be urgent and need to be heard before an eviction can take place. Fees for SCT applications should be waived for residents. <i>(Advocate, Brisbane)</i> • When "police" are mentioned, residents will just leave. Need to tighten provisions around immediate eviction as it's being abused. <i>(Resident advocate, Brisbane)</i> <p><u>Ending agreements in general</u></p> <ul style="list-style-type: none"> • If Act is unclear about termination of fixed term agreements, then service providers will tend to use periodic agreements only. <i>(Service provider, boarding house, Brisbane)</i> • Act should allow for termination without grounds by either. If fixed term, written agreement indicating termination date should be sufficient. Small Claims Tribunal should be allowed to terminate agreements for rent arrears and objectionable behaviour. <i>(Peak body, Brisbane)</i> • Students may change travel and study plans at short notice, which affects ending agreements. Should include Small Claims Tribunal as an option for ending agreements. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Act needs to recognise that agreements are a contract in relation to end of fixed term agreements, and that a Notice to Leave shouldn't be required (logistics of issuing 354 notices at same time uni year ends), or allow notices to be given by email and not on an "R" form. <i>(Service provider, student accommodation, Sunshine Coast)</i> • With on campus student accommodation, if resident fails to achieve to a certain academic level, the tenancy may be terminated. <i>(Advocate, student accommodation, Townsville)</i> • Concerned there is no indication of how much notice is required to end a fixed term agreement. Suggest two weeks is an appropriate notice period. <i>(Advocate, supported accommodation, Brisbane)</i> • Ending of an agreement needs to be automatic on death of last surviving resident of room. <i>(Peak body, aged rental, Brisbane)</i> • Should not allow any more grounds for terminations (do not support repeat breach provisions). Adding another ground for termination will not affect use of self-evictions. <i>(Resident advocate, Brisbane)</i> • Termination of agreements should not occur without prior access to an adjudicatory body. Should at least alter ability of service providers to self-evict. Should have time periods to end fixed term agreements, which should

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Topic	Comments
	<p>align with times for periodic agreements (to avoid pressure on residents to sign inappropriate tenure agreements). <i>(Resident advocate, Brisbane)</i></p> <ul style="list-style-type: none"> • Need appropriate time frames to terminate a fixed term tenancy without grounds. <i>(Resident advocate, Brisbane)</i> • Consideration be given to developing guidelines for notices to leave, for example, premises no longer available for rental. A provision making it unlawful to end an agreement without grounds should be incorporated. <i>(Advocate, Brisbane)</i> • Don't support "without grounds" notice. <i>(Peak body, Brisbane)</i> • Need options to terminate through Small Claims Tribunal, especially on grounds like excessive hardship, domestic violence, and allow for some urgent applications to the Tribunal. <i>(Resident advocate, Brisbane)</i> • Section 75 should clearly set out that an agreement ends if the Small Claims Tribunal makes an order ending the agreement. <i>(Government, Brisbane)</i> • Penalties for s.76 should be equal to s.219 of the Tenancies Act. <i>(Resident advocate, Brisbane)</i> • Notice to leave for failure to remedy a breach should be amended to include all relevant provisions in s.197 of the Tenancies Act (except for f, g, ga). <i>(Resident advocate, Brisbane)</i> • S.81 should be amended to render it unlawful to end an agreement without grounds. Should develop guidelines for grounds for notices to leave, e.g. substantial repair, premises not available due to change of purpose, compulsory acquisition. <i>(Resident advocate, Brisbane)</i> • Act needs to clearly indicate how the Small Claims Tribunal can end agreements. <i>(Government advocate, Brisbane)</i> <p><u>Ending agreements where accommodation is unsuitable</u></p> <ul style="list-style-type: none"> • How do service providers deal with residents who become disabled and refuse to move to more suitable accommodation? <i>(Service provider, boarding house, Mt Isa)</i> • Provisions are needed to allow the termination of agreement due to health or related issues and capacity of resident to care for themselves given the extent of services provided by the service. <i>(Peak body, aged rental, Brisbane)</i> <p><u>Retaliatory evictions</u></p> <ul style="list-style-type: none"> • The Act doesn't acknowledge the resident's fear of retaliatory eviction. <i>(Resident advocate, Townsville)</i> • S.81(4) should remain, but be amended to include a provision similar to s.165(1B) of the Tenancies Act about retaliatory eviction. <i>(Advocate, Brisbane)</i> • There is anecdotal evidence that immediate evictions and removal of residents provisions are abused by service providers to threaten resident with immediate eviction if they have a complaint. <i>(Government advocate, Brisbane)</i>

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Topic	Comments
	<p><u>Paperwork</u></p> <ul style="list-style-type: none"> • Service providers should be required to keep documentation (i.e. notices to leave) for up to two years after end of agreement, and should be an offence not to do so. <i>(Resident advocate, Brisbane)</i> • Should include requirements for an exit condition report – students are disadvantaged as they leave the country immediately and can't dispute inspections (Has had 10 complaints about exit inspection reports). <i>(Advocate, student accommodation, Sunshine Coast)</i> <p>Removing residents</p> <ul style="list-style-type: none"> • Even with current provisions, removing an unwilling resident is time consuming and exhausting and there is a fear of retribution. Service providers will only evict where there is no other feasible option available. Residents are protected by the inherent financial interests of service providers. RTA should investigate allegations of inappropriate evictions. <i>(Service provider, boarding house, Brisbane)</i> • Service providers should be able to remove residents immediately if there's sufficient evidence the resident has been given the correct notice and resident is still in the room and likely to damage the property or cause harm to other residents. <i>(Peak body, Brisbane)</i> • Police officers should be present to assist rights of residents who are being removed. <i>(Advocate, student accommodation, Sunshine Coast)</i> • Have required police presence twice, because try not to involve them. Evictions are best done in a commonsense way where resident is reminded of service provider's right to evict and situation "managed" to consider other residents. The threat of eviction is an essential tool for service providers. <i>(Service provider, boarding house, Brisbane)</i> • Need to be able to remove a resident immediately if they are a danger to others – very necessary. <i>(Service provider, supported accommodation, no address)</i> • Need to be able to retain right to access police intervention. Police need to be educated about what they can do. <i>(Service provider, student accommodation, Sunshine Coast)</i> • Power to remove acts as a deterrent to residents attempting to stay after agreement ends. Record of basis for decision and grounds for removal should be noted and provided as required. <i>(Peak body, aged rental, Brisbane)</i> • Remove s.82 and replace with Chapter 4, Part 7 of the Tenancies Act. This would allow matters to be tested in front of an independent party before eviction is allowed and for evictions to be carried out by police, not service providers. <i>(Resident advocate, Brisbane)</i> • Service providers should not be self-regulatory. Strongly opposes arbitrary evictions and use of reasonable force. No force can be deemed reasonable. Question need of service providers to "police" residents. Service providers should involve the relevant authorities, rather than take matters into own hands. Prefer Tenancies Act processes and requirements for Small Claims Tribunal. <i>(Peak body, Brisbane)</i>

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Impaired capacity	<p><u>Capacity in general</u></p> <ul style="list-style-type: none"> • Incapacity is not global, and depends on type of decision being made and the complexity. Even if the Guardianship and Administration Tribunal has appointed a guardian for some decisions, it does not extend to other areas and the adult may be able to make those decisions with support from formal or informal decision makers. Capacity to sign a residential service agreement is quite low, as the person must understand that they will live in the place, and that there are some rules about the place which must be obeyed. However, parts of the agreement relating to rent or rental bond may be difficult to understand if the adult lacks capacity to manage money. <i>(Government, Brisbane)</i> • If service provider gets an adult to sign an agreement and they know the adult lacks capacity to sign, it should be made illegal under the Act and should prohibit the service provider from getting the resident to sign if the service provider has been told/advised by someone who knows the resident that the resident has impaired capacity. Public Trustee will sign agreements because of financial implications. A guardian may make accommodation decisions, but this does not extend to signing agreements. Guardians can choose to move residents out of

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	<p>premises if found to be unsuitable, subject to abuse/neglect, etc, and would liaise to ensure loss of money is minimized. Reports of some service providers getting residents to sign Enduring Powers of Attorney which nominate the service providers are illegal and inappropriate. <i>(Government, Brisbane)</i></p> <ul style="list-style-type: none"> • Not all people with impaired capacity have a global incapacity. Some concern service providers may put pressure on residents who do not have capacity to understand the effect of the agreement, to sign agreements to meet the requirements of the Act. Consideration needs to be given to managing this situation, whether through legislation, accreditation processes or sector education. <i>(Government, Brisbane)</i> • Important to consider capacity in all aspects of the Act. Clarification should be sought as to a person's capacity to sign an agreement without fully understanding its implications. <i>(Government, Brisbane)</i> • Often there is no-one to sign agreement for residents with impaired capacity. <i>(Service provider, supported accommodation, no address)</i> • Adult Guardian can only investigate premises where there is an adult with impaired capacity. <i>(Government, Brisbane)</i> • Where relevant in the Act, the inclusion of information about support people should be included, especially where impaired capacity is a concern. <i>(Advocate, Brisbane)</i> <p><u>Declining competency</u></p> <ul style="list-style-type: none"> • Aged people may competently sign an agreement, but their capacity may decline over time. Then, an authorised resident representative or decision maker is needed. Representatives should be specified in the agreement or other documentation. A fluid approach is preferable to prescriptive legislation. <i>(Peak body, aged rental, Brisbane)</i> • Example of resident being asked to leave an aged rental complex because of service provider's medical opinion (alleged dementia with no assessment). <i>(Resident advocate, Townsville)</i> • Due to increasing issues, such as dementia, it's likely residents in levels 1 and 2 will become a level 3 resident. Issues to address include appropriate assessments and what is the responsibility of the service provider. <i>(Advocate, government, Brisbane)</i> <p><u>Suitability of accommodation</u></p> <ul style="list-style-type: none"> • Style of accommodation (boarding houses and hostels) aren't appropriate for people with impaired capacity or disability. <i>(Peak body, Brisbane)</i> • People with impaired capacity can't use the Act's processes. Safeguards need to be included to provide for informal decision-makers/advocates to be involved. <i>(Peak body, Brisbane)</i> • Young people are particularly disadvantaged in an adult-oriented system, and should be more appropriately accommodated. <i>(Government advocate, Brisbane)</i>

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Return to Main Issues	<p><u>Financial management</u></p> <ul style="list-style-type: none"> • Service providers should not be decision-makers. Service providers should avoid taking on any financial management roles for residents, but it may be necessary in some situations. There should be some rules on accountability to an external decision maker. <i>(Peak body, aged rental, Brisbane)</i> • Service providers should be discouraged from taking on financial management for residents with impaired capacity. <i>(Government, Brisbane)</i> • Guardians should not be service providers for financial management. Records, such as copies of residential service agreements given but not signed by residents, should be kept as evidence appropriate procedures have taken place. <i>(Peak body, Brisbane)</i>
Other issues	<p><u>Passing on of information (privacy)</u></p> <ul style="list-style-type: none"> • Section 136 of the Act should be amended to enable the RTA to pass on restricted information to identified government agencies to assist residents in critical situations. <i>(Peak body, Brisbane)</i> • Psych patients should disclose their situation so a proper assessment can be made. <i>(Service provider, boarding house, Brisbane)</i> • (On campus) service providers assume the role of “locus parentis” and information is disclosed to parents of residents (e.g. behaviour, academic achievement and financial obligations). <i>(Advocate, student accommodation, Townsville)</i> • Should be an express provision stating that where an adult is placed at risk (e.g. may lose accommodation due to closure or significant change, or if at risk of abuse, neglect or exploitation or to obtain health assessments or treatment), then personal details (such as contact details of family, friends, health professionals and disability case managers and support workers) can be given to appropriate government agencies. Information should include possible nature of disability, medication and method of administering, and any evidence of impaired capacity. <i>(Government, Brisbane)</i> • Service providers need to be able to pass on personal information to the likes of doctors, ambulance officers, hospitals or other service providers involved in the care of the resident in case of illness or accident. <i>(Peak body, aged rental, Brisbane)</i> • Generally, personal information should not be disclosed without the consent of the person involved, and any proposals to allow exchange of information between government agencies should consider this. <i>(Government, Brisbane)</i> • Passing on of personal information about residents should be clarified in the Act. Example given during closure of premises there is no requirement for the Department of Housing to notify the Department of Child Safety or the Commission for Children and Young People that the young person may be at risk of harm as a result of that closure. Appropriate administrative arrangements would facilitate this exchange of information in specific

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Balance and compliance	<ul style="list-style-type: none"> • Why fix something that works? <i>(Resident, boarding house, Brisbane)</i> • Accommodation types have existed in Queensland for 150 years without need for legislation. <i>(Service provider, boarding house, Brisbane)</i> • Residents would have preferred security of roof over their heads than legislation. <i>(Service provider, supported</i>

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	<p><i>accommodation, Brisbane)</i></p> <ul style="list-style-type: none"> • The RTA doesn't have the legal power to review the Act because there are improper addresses to receive submissions (email and post box), is in conflict with the Separation of Powers doctrine, and cannot ensure impartiality as it administers the Act. <i>(Resident, boarding house, Townsville)</i> • Vast majority of legislation is substantially correct and has achieved goals to improve safety standards and living. Rules as they stand are working satisfactorily. <i>(Service provider, boarding house, Brisbane)</i> • Act has achieved most of what is required and I am personally satisfied. <i>(Service provider, boarding house, Brisbane)</i> • No major problems. Sufficient checks and balances. <i>(Service provider, boarding house, Cairns)</i> <p>Balance of Act</p> <ul style="list-style-type: none"> • Don't believe right balance has been struck. The question should be whether enough protection exists for residents, not whether the Act is balanced. <i>(Resident advocate, Brisbane)</i> • A few residents abuse the system and do not consider others. Can't let residents over-rule management or owners. <i>(Resident, Brisbane)</i> • Act is unbalanced – heavily favours residents and victimizes service provider. <i>(Service provider, boarding house, Brisbane)</i> • Need to address power imbalances between service providers and residents (e.g. right of service providers to remove residents, requirements to change house rules). <i>(Resident advocate, Townsville)</i> • Act doesn't achieve best balance between rights and responsibilities, curtails the rights of residents relative to service providers. Residents require a greater level of rights. <i>(Community organization, Brisbane)</i> • Standards and benchmarks should be set beyond "it's better than homelessness". <i>(Community organization, Brisbane)</i> • Don't see Act as balanced – residents may be removed from housing with little reason, fear factor preventing them from leaving. <i>(Resident advocate, Ipswich)</i> • Act does not balance rights of both parties – service providers have greater powers which is exacerbated by the right of the service provider to self-evict. <i>(Advocate, Brisbane)</i> <p>Compliance</p> <ul style="list-style-type: none"> • RTA should investigate alternative methods for pursuing compliance (e.g. being able to take representative action, Guardianship and Administration Tribunal model). <i>(Resident advocate, Brisbane)</i> • Penalties should be administered within the spirit of legislation, not by the letter of the law. <i>(Service provider, boarding house, no address)</i>

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