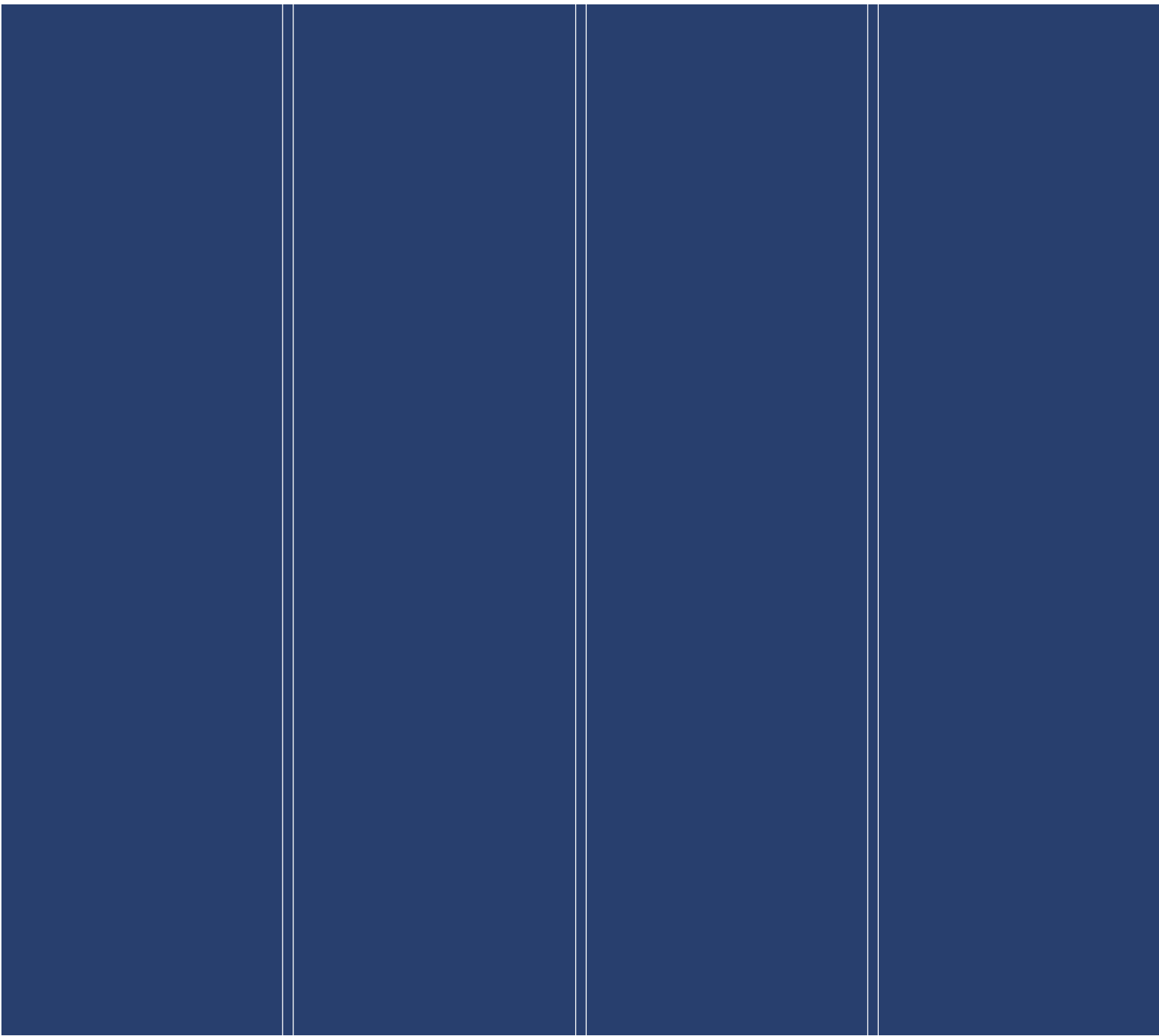




*Discussion Paper*

# **Review of the *Residential Services (Accommodation) Act 2002***



# *Residential Services (Accommodation) Act 2002*

**A discussion paper about accommodation  
issues in residential services.**

## **Glossary**

Accommodation Act

*Residential Services (Accommodation) Act 2002*

Accreditation Act

*Residential Services (Accreditation) Act 2002*

Guardianship Act

*Guardianship and Administration Act 2000*

RTA

*Residential Tenancies Authority*

Tenancies Act

*Residential Tenancies Act 1994*

## **For discussion purposes only**

This document is for discussion purposes only  
and does not represent a formal proposal or  
position of the Queensland Government.

February 2005

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## Sector overview

On 23 August 2002, the Queensland Government's new regulatory regime for the private residential services sector commenced. This sector includes three accommodation types: boarding houses, supported accommodation hostels and aged rental complexes. The sector houses a diversity of residents, often vulnerable people on low incomes, in some cases with complex support needs. The *Residential Services (Accommodation) Act 2002* (Accommodation Act) also covers student accommodation which is not a target of the overall residential services regulatory regime apart from tenancy issues.

**Supported accommodation** generally means provision of accommodation and personal care services for people with a disability where there is some degree of communal living and residents do not have exclusive possession of self-contained accommodation. Services offered may include meals, cleaning, linen, medication management and some level of personal care. It is estimated there are 101 supported accommodation providers in Queensland.

**Boarding houses** are premises where a person rents a room and there is some degree of communal living. While services such as meals and cleaning may be provided, there are generally fewer services offered and an expectation of a higher level of independence among residents than in supported accommodation. Boarding house residents are diverse and may include students, transient workers, people with transitional housing needs, people on low incomes in need of affordable housing, people with a disability and people with substance abuse issues. It is estimated there are 356 boarding houses and flatettes with shared facilities in Queensland.

**Aged rental complexes** are an emerging form of accommodation targeted to older people. Generally, they offer self-contained units with services provided such as meals, cleaning and linen requiring access to the premises by the operators. Communal dining areas may also be a feature of these premises. It is estimated there are 49 aged rental complexes, mainly in South-East Queensland. This sector is expected to grow in future years.

**Student accommodation** is a developing sector which includes purpose built accommodation as well as altered existing housing stock with each premises holding between a few to a few hundred residents. Students rent a room and have shared access to facilities. The room configurations range from ensuited bedsits and boarding house style rooms, to three to five room units (some with ensuites) and communal kitchens, with all rented out by the room. They are usually fully furnished, apart from bed linen, and students self-cater. Larger establishments have onsite management. The primary target groups are international students, although domestic students are also accepted. Little is known about this sector and it is estimated at least 10,000 students are accommodated in this manner.

Both the aged rental and student accommodation sectors are predicted to grow in response to increased demands, developer activity and investor perceptions of profitability. In some instances, this may see the conversion of some housing stock, for example boarding houses becoming dedicated student accommodation. Industry viability and changes in the supply of residential services stock are not a part of the review of the Accommodation Act, however, and are being monitored through other government programs.

\* Figures estimated in January 2005 from data supplied by Office of Fair Trading.

# Overview of legislation

## Background

In 2002 the Queensland Government introduced a package to reform the residential services sector, comprising boarding houses, supported accommodation and aged rental accommodation. Elements of the package include:

- *The Residential Services (Accommodation) Act 2002*, which 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 these agreements, and is administered by the Residential Tenancies Authority;
- *The Residential Services (Accreditation) Act 2002*, which establishes minimum standards for buildings and services to protect the health, safety and basic rights of residents – this includes a registration and accreditation process for operators to encourage continual improvement and fair trading in this sector, and is administered by the Office of Fair Trading, Department of Tourism, Fair Trading and Wine Industry Development;
- The Resident Support Program, which is trialling ways to provide assistance to residents in accessing health, well-being and disability support services, and sustaining relationships in the community;
- An expanded role for Tenant Advice and Advocacy Services (Queensland), to provide assistance for residents in understanding their accommodation rights and responsibilities;
- An expanded role for the Community Visitor Program in the Office of the Adult Guardian, to provide assistance for residents with impaired capacity at supported accommodation/hostel facilities in dealing with concerns about services or issues affecting their rights and interests; and

- Financial assistance and business support for service providers in meeting the new laws and thereby maintaining the supply of low cost housing.

## Legislation

*The Residential Services (Accommodation) Act 2002* commenced on 23 August 2002 and regulates the accommodation rights and responsibilities of residents and service providers in residential services, comprising boarding houses, supported hostels, aged rental accommodation and also extends to student accommodation.

The object of the Accommodation Act is to balance the rights and responsibilities of residents and service providers relating to the provision of accommodation in the course of a residential service. This is achieved mainly by:

- (a) Regulating residential service agreements; and
- (b) Providing for the resolution of disputes about residential service agreements.

The Accommodation Act provides for a range of issues including:

- The requirement for residential service agreements and notices to be in writing;
- Rules about how rent is paid, increased or decreased and the need for receipts;
- Limits on amount of rental bond charged and a requirement for bonds to be lodged with the RTA;
- Providing processes for altering house rules;
- Controls over entry into residents' rooms in terms of reasons and frequency;
- Options for ending residential service agreements by either party;
- Processes for handling breaches of residential service agreements by either party;

- How goods or money left behind should be handled;
- Dispute resolution processes, requiring the RTA's Dispute Resolution Service to be used before applying to the Small Claims Tribunal for a determination, if necessary; and
- Penalties against some provisions of the Act for non-compliance.

Subordinate legislation, the *Residential Services (Accommodation) Regulation 2002*, outlines prescribed house rules and what standard terms must be included in a residential service agreement.

The Accommodation Act applies to residential services as defined under the *Residential Services (Accreditation) Act 2002*. Generally a service is a residential service if:

- Its main purpose is to provide accommodation in return for rent for one or more room(s); and
- It allows for at least four residents to occupy its rooms, and
- Residents have the right to occupy their room(s) but not the entire premises, and
- Either residents share facilities outside of the resident's room with one or more residents (such as a boarding house where each resident occupies their own room but shares a bathroom, dining room and common room with other residents), or
- Residents are provided with a food or personal care service (eg a service providing rental accommodation to older persons, in which each of the residents occupies a self-contained unit and is provided with a food or personal care service, or a service conducted in supported accommodation premises in which each of the residents occupies a room, and is provided with meals and a personal care service such as assistance with bathing and dressing).

During 2002/2003, the Queensland Government conducted further investigation into the student accommodation sector to determine whether it should be covered by the residential services legislation. Formal consultation occurred in late 2003/2004 on the basis that independently operated student accommodation should be covered under some form of tenancy law (nominated as the Accommodation Act) but should not be covered under the requirements of the Accreditation Act. The consultation process established that such student accommodation should be covered under the Accommodation Act as a minimum, however options for coverage under the Tenancies Act were not fully addressed and will be considered in the future.

In May 2004, Queensland Parliament clarified that the Accommodation Act also applies to independently operated student accommodation. This form of student accommodation is defined under the Accommodation Act section 132A and refers to:

- A service conducted mainly to provide accommodation to students. Students are defined as those enrolled in courses as defined by the *Social Security Act 1991* (Cwlth), section 569B, as approved courses of education or study for section 569A of that Act; and
- That meets the general definition of a residential service; but that is not a service:
  - Conducted as part of, or under an agreement with, an educational institution to provide accommodation to students or employees of the institution, for example on-campus university accommodation and boarding schools;
  - Conducted with financial assistance from the education department mainly to provide accommodation to school students;
  - Conducted in licensed premises under the *Liquor Act 1992*.

Copies of the Acts and Regulations are available at [www.legislation.qld.gov.au](http://www.legislation.qld.gov.au) or are available for purchase from GoPrint, 371 Vulture Street, Woolloongabba, Qld, 4102, telephone 1800 679 778 or [www.goprint.qld.gov.au](http://www.goprint.qld.gov.au).

The registration and accreditation requirements for the Accreditation Act are being phased in and should be completed by August 2006.

## What are the aims of this discussion paper?

In line with the Queensland Government's stated commitment, the *Residential Services (Accommodation) Act 2002* is being reviewed after its first two years of operation.

The purpose of the review of the Accommodation Act 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.

The RTA will undertake public consultation about the operation of the Accommodation Act and its effectiveness primarily through this discussion paper. This will be supplemented through additional measures such as individual meetings with stakeholder groups, workshops in regions where residential services are located, on-line consultations and mail-outs.

The aim of this discussion paper is to encourage written stakeholder and community input into the review of the Accommodation Act by identifying issues and generating options. Responses should:

- Flag issues and qualify these in some way, such as by providing examples or numbers;
- Identify how important an issue is; and
- Provide options that might address issues.

In many instances, the issues may be resolved through sector education or improved communication processes rather than legislative change.

## What issues are being canvassed?

Since the Accommodation Act was introduced in August 2002, the RTA has been monitoring the sector and considering operational data and intelligence gleaned through community education and compliance activities to identify potential and emerging issues of concern. These issues were considered by a specially convened Review Working Party and form the basis of the discussion paper. The Review Working Party consists of representatives from:

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

Issues are thematically grouped and canvassed under relevant headings.

Discussion points help direct responses to particular issues and it is important to have client and stakeholder input about preferred positions on these and other issues that may be raised.

Issues should be restricted to the parameters of the Accommodation Act as other elements of the reform package (such as the Accreditation Act, industry viability and funding arrangements) are being monitored and reviewed by the relevant government agency and the Queensland Government receives annual reports about the implementation of the reform package.

## How do I make a submission?

Submissions may be made on some or all of the matters raised in the discussion paper. Where possible, submissions should include some evidence such as relevant statistics, or the use of examples or stories which illustrate the issue, to contribute to an evidence-based policy response.

A response sheet is included on page 23 of this booklet and provides a guide for discussion points. Individuals are encouraged to make submissions, and their response may be in the form of a letter or similar and contain examples from their experience or knowledge of what has happened to others.

Submissions must be in writing and may be made to:

Senior Policy Officer  
Accommodation Act Review  
Policy and Education Services  
Residential Tenancies Authority

Mail: GPO Box 390  
BRISBANE QLD 4000

Delivery: 33 Herschel Street BRISBANE

Email: [Review@rta.qld.gov.au](mailto:Review@rta.qld.gov.au)

Fax: 07 3361 3552

If your submission contains information that you do not wish to be disclosed to others, please mark it "Confidential". Respondents should be aware of the provisions of the *Freedom of Information Act 1992* which binds the Residential Tenancies Authority. Under this Act, the RTA is required to grant access to documents in its possession unless an exemption provision applies.

**Submissions must be received by close of business on 29 April 2005.**

## What happens to submissions?

Submissions received in response to this discussion paper will be used as the basis for considering policy responses arising out of the review of the Accommodation Act.

Issues raised through public submissions will be considered by the RTA and the following criteria will be used as a guide to consider options for further action:

1. Evidence of an issue. Submissions should, if possible, include examples, case studies and evidence supporting how it affects residencies and the number of people affected.
2. Requirement for action. Questions to be considered include: a comparison with the Government's current policy position, whether the issue is fundamental and evidence of extent of issue, such as case studies or data.
3. Effectiveness. Questions to be considered about an option proposed include: whether it would resolve the issues, whether it would be consistent with established policy intent and whether solutions could be achieved in some other way.

4. **Impact.** Questions to be considered include: likely repercussions, amount of risk attached to change, possibility of unintended consequences on other aspects of the Accommodation Act and impact on sector.

5. **Costs.** Questions to be addressed include: key impacts on the sector to implement the changes including housing affordability, the costs of changes (including RTA costs) and costs of compliance (RTA and sector).

6. **Relative importance to stakeholders.** Questions to be addressed include: maintaining a fair and balanced legislation, balancing stakeholder interests and how strongly stakeholders support a particular position and negotiability.

The RTA will report to the Honourable Robert Swarten MP, Minister for Public Works, Housing and Racing about the issues raised and include options for addressing them where required.

It should be noted that the Accommodation Act is only one component of the Government's residential services reform package. Where issues are outside the scope of the Accommodation Act, the issues and supporting information will be referred to the relevant government agency for further consideration. If you do not want any of your submission referred to another government agency, please indicate this accordingly.

#### **Expected timelines**

Review of submissions	May - June 2005
Report to RTA Board	July 2005
Report to Minister	July 2005

## Issues

The objective of the Accommodation Act is to balance the rights and responsibilities of residents and service providers relating to the provision of accommodation in the course of a residential service.

In doing so, it aims to achieve a fair balance of rights and responsibilities for the parties. Respondents' views are sought on whether they consider the objectives are being met and if the principles behind the legislation are appropriate.

Information is also sought about general compliance within the sector to indicate uptake and commitment to the legislation.

The issues identified through discussions with stakeholder representatives, monitoring data from community organisations and RTA operational data have been grouped into the following headings:

- Coverage and definitions
- Responsibilities of residents and service providers
- Agreements
- Rent payments, fees and charges
- House rules
- Entry
- Breaches and disputes
- Ending agreements and removing residents
- Impaired capacity
- Other issues

Each section outlines discussion points to consider and your feedback is sought for each as follows:

- Whether any other issues need to be considered;
- Which of the issues identified or that you have raised need to be addressed; and
- How they can be addressed.

It should be remembered that not everything will require a legislative response, for example some issues can be resolved through ongoing education of the sector, changing practices or clarification of intention of legislation.

It is also important to clarify the importance of the issue in terms of impact on stakeholders. Where possible, please provide data which may be numbers, stories or case studies to provide evidence about the issue and its effects.

## 1. General issues

The Accommodation Act was introduced in 2002 as part of a reform package to address the needs of vulnerable people who live in residential services. The Accommodation Act provides both service providers and residents with legislated rights and responsibilities within a tenancy framework.

### Balance of Act

The object of the Act (section 7) is to balance the rights and responsibilities of residents and service providers relating to the provisions of accommodation in the course of a residential service. The object is achieved mainly by:

- Regulating the making, content, operation and ending of residential service agreements, and
- Providing for the resolution of disputes about residential service agreements.

In addition, the RTA has undertaken extensive community education work to inform the sector of the provisions to encourage awareness, compliance and uptake of services such as dispute resolution.

Discussion point: Balanced legislation refers to a fair distribution of rights and responsibilities and considers the likely impacts on the respective parties. If the legislation is not considered fair, additional obligations or restrictions may need to be investigated.

### Compliance

Legislation is only effective if the parties comply with identified obligations. To encourage compliance, some sections of the Accommodation Act contain penalty

provisions of up to 50 penalty units (each penalty unit is currently worth \$75).

In most instances to date, the RTA has undertaken an educative approach to support the sector in meeting its obligations under the Act. It also investigates complaints about breaches of the Act that have a penalty provision.

Discussion point: Penalties act as general deterrents but it is possible breaches may be enforced by the RTA in the Magistrates Court. Penalties are usually assigned to those offences that are considered to have a serious impact on either party, but must also be able to be qualified in a court of law. Consideration should also be given to comparable legislation, such as the Tenancies Act or the Accreditation Act, in determining the appropriateness of the level of the penalty.

### ? Question 1 – Balance of Act and compliance

1. Does the Accommodation Act achieve an appropriate balance and are the penalties appropriate?
2. Are there any issues of balance or compliance that need to be addressed?
3. How should those issues be addressed?

## 2. Coverage and definitions

The Accommodation Act is not a stand-alone piece of legislation and relies on the Accreditation Act for determinations of coverage and definitions. The Accommodation Act applies to residential services which are defined by the Accreditation Act, as well as residential services providing independently operated student accommodation which are defined specifically into the Accommodation Act only.

## Coverage

A basic principle of the legislation is that residents of a residential service should have basic legislated tenancy rights, However, certain residential services are exempt from both pieces of legislation generally. These exemptions are for:

- An aged care service conducted by an approved provider under the *Aged Care Act 1997* (Cwlth);
- An authorised mental health service under the *Mental Health Act 2000*;
- A service conducted in a hostel or nursing home under a licence in force under the *Health Act 1937*, part 3, division 5;
- A service conducted in a private hospital under a license in force under the *Private Health Facilities Act 1999*;
- A service conducted as part of, or under an agreement with, a school or other educational institution mainly to provide accommodation to students or employees of the school or institution;
- A service conducted with financial assistance from the education department mainly to provide accommodation to school students;
- A service conducted mainly to provide accommodation to holiday-makers, tourists or travelers;
- A service conducted in licensed premises under the *Liquor Act 1992*;
- A service to provide accommodation under the Supported Accommodation Assistance Program;
- A service conducted under funding given by, or in premises owned by, Aboriginal Hostels Limited CAN 008 504 587;
- A service conducted –
  - By the Disability Services Department; or
  - Under a grant of financial assistance under the *Disability Services Act 1992*;
- A service conducted by, or with financial assistance from the Department of Housing;
- A service conducted mainly to provide accommodation to employees in connection with their employment and/or contractors in connection with their contract for employment;
- Another service prescribed under a regulation not to be a residential service.

Residential services are defined on the basis of the premises, service types and levels of service. As new forms of accommodation evolve, other types of tenancy not the original intention of the residential services reform package may also be captured.

Discussion point: These exemptions are on the basis of service type, not occupancy. Since the Accommodation Act commenced some questions have been raised about appropriateness of exemptions or coverage, such as government funded boarding houses. It has also been suggested that it may not be appropriate to cover some residential services captured by the Accommodation Act such as health treatment facilities not directly funded by Queensland Health.

## Definitions

As elements of the sector are better understood, the ability to apply current definitions under sections 4 and 5 of the Accreditation Act has become problematic. Some of the confusing terms are contained in the table following and options for clarification of terms need to be considered in light of intended coverage.

Term	Issues
Funding arrangements	Should funding sources continue to be used as a basis for coverage? For example, is the intention to exempt public sector initiatives, such as the Brisbane Housing Company and Health Department funded program housing?
Number of residents	This can vary, depending on need, and service providers can move beds in and out of rooms and occupancy can vary. For example are three rooms with double beds intended for six people (and covered) or only three (and exempt)?
Multiple locations	If premises are located at multiple locations, for example two different premises each housing three residents, individually these wouldn't meet the definition of a residential service, but collectively they do. It may not be clear to parties that such services are covered by the Accommodation Act.
Multiple ownership	In the aged rental and student accommodation sectors investors purchase individual units which may not meet the four person minimum criteria, but form part of a purpose-built complex providing a residential service for large numbers with centralised management.
Premises	The agreement generally applies to the room only, rather than common areas, which affects entry notices and can impact on privacy where rooms are close to common areas, such as during security checks and cleaning.
Service provider and Manager	"Service provider" and "Manager" are terms used interchangeably in the legislation but their obligations and responsibilities are quite different. This can affect compliance and coverage.
Employees	The exclusion of residents who are "employed" by the service provider for the residential service undermines the rights of residents acting as managers or caretakers who live on the premises. Caretakers are usually only "paid" in-kind (such as reduced rent) and may only take on specific, limited tasks such as rent collection, cleaning or collecting keys on an informal basis. Exempting "employees" could reduce this type of residents' tenancy rights.

Discussion point: The definitions for the Accommodation Act are substantially contained in the Accreditation Act. Therefore some issues have implications for both Acts and may need to be considered later as part of the review of the Accreditation Act, which is scheduled for 2006. The Accommodation Act might be easier to use if the definitions were contained in it as well. There may also be some services where it is considered that coverage by the Accreditation Act

is not required. If so, the Accommodation Act could be separated from the Accreditation Act in terms of coverage and definitions to allow the Accommodation Act to cover a much broader sector base and provide tenancy law protections to residential services where registration and accreditation standards may not be necessary. The inclusion of student accommodation shows how tenancy law could apply beyond the traditional residential services sector.

### **? Question 2 – Coverage and definitions**

1. Should definitions be contained in the Accommodation Act?
2. Do current exemptions from coverage remain justified?
3. Are there other types of residential services which should be exempted or covered?
4. What other issues do you want to raise?
5. How should issues you consider important be addressed (eg legislative change, educative response, etc)?

## 3. Responsibilities of residents and service providers

The Accommodation Act outlines the responsibilities for residents and service providers in sections 9 and 10 respectively.

### **Residents**

While it is the responsibility of a resident not to intentionally or recklessly damage the premises, there is currently no obligation for residents to maintain the premises or maintain the cleanliness of the room, unlike the requirement for tenants under section 106 of the *Residential Tenancies Act 1994* covering general tenancies. This can cause problems at the end of the residency, particularly where rental bonds have been charged because the extent of the resident's responsibilities are unclear. Also, there is no provision establishing that residents are not responsible for "fair wear and tear" as a general benchmark against use of premises and possible damage. Some responsibilities, such as section 9(g) regarding "not give rise to a fire or health hazard" may need to be expanded to identify what that might entail by including examples in the legislation, such as no smoking in rooms, not keeping hazardous materials, and disposing of rubbish regularly.

Discussion point: The Tenancies Act provides an example of options for extending responsibilities to clearly state residents' obligations (such as maintaining premises), and options for limiting liabilities (such as fair wear and tear). This may be achieved by stating these requirements as part of the Accommodation Act, or by including examples or footnotes to provide some direction in interpretation. There would still, however, continue to be "grey" areas that would need to be negotiated between the parties.

### **Service providers**

An issue to consider is the interpretation of the service provider's responsibility to take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas and to not interfere with the reasonable peace, comfort or privacy of the resident. This may conflict with generally held principles, as well as legislated rights, of residents. It is often translated into house rules and is discussed in the house rules section.

Service providers are responsible for ensuring common areas are kept safe, in good repair and clean. The level of responsibility may be unclear in some premises, particularly due to the configuration of rooms and common areas. For example, in four bedroom units used for student accommodation, the common area is the communal kitchen, dining and lounge areas. With staggered intakes of students, it may be difficult to ensure the communal areas meet required conditions as they are being used by current residents. Service providers argue it is also unreasonable to expect them to be responsible for providing that level of cleaning service in those situations and suggest it is an unnecessary intrusion into the resident's quiet enjoyment.

Discussion point: While the Tenancies Act may provide some options for clarification of responsibilities, the nature and impacts on communal living need to be factored into responses. Thought should also

be given to unintended consequences. For example, obligations for cleaning communal areas (such as kitchens in apartments used by students) may impact on the residents' quiet enjoyment or allow a de facto inspection process which may result in a breach for the resident.

### **? Question 3 – Resident and service provider responsibilities**

1. Are there any other resident and/or service provider responsibilities that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 4. Agreements

While the Accommodation Act requires residential service agreements to be in writing so both parties are aware of their obligations and rights, the Accommodation Act applies regardless of whether the agreement has been put in writing to ensure basic protection and accountability for both parties. There are some practical issues that arise from the requirement for agreements to be in writing.

### **Time limits**

Under section 16 of the Act, there is a requirement for agreements to be in writing, however there is no time period within which to comply. This makes it difficult to prosecute non-offenders as agreements can be put in writing at any time during the residency. It has not been industry practice within the residential services sector to put agreements in writing and a timeline may encourage service providers to ensure written agreements are in place.

It has also been suggested that the requirement for a full written agreement requires too much paperwork for short stays such as those of less than one month. There are also issues about how the Goods and Services Tax (GST) applies

which see service providers re-doing agreements where residents stay longer. The short tenancy provisions for moveable dwellings under the Tenancies Act may provide a model, if this is an issue. In these short tenancies only a one page agreement is necessary and either party can end the agreement more quickly.

Discussion point: If a time limit is established, some consideration would need to be given for short stays (such as one or two weeks) to allow sufficient time for compliance. The short tenancy provisions for moveable dwelling tenancies under the Tenancies Act may provide some direction in terms of written requirements.

### **Copies of written agreements**

Section 17 is a penalty provision designed to ensure residents are given a copy of written residential service agreements. However, section 17(2) provides a defence for service providers if the resident is unwilling or unable to sign the agreement. Due to the complexity of the wording, the obligations for both parties are unclear and can be misinterpreted.

Discussion point: Is this more of a technical issue which may be addressed through re-drafting to clearly state what is required? The intention of the section is to encourage both parties to sign written agreements wherever possible and for both to have copies of the agreement, but not to penalise service providers in situations where the resident cannot or will not sign the agreement.

### **Rent payments**

There is a requirement for written agreements to include how components of rent are calculated, but doesn't indicate how this may be done. Some advocates have indicated only a dollar amount would allow the resident a true indication of costs to enable a comparison between services. Other suggestions are that a percentage (particularly where rent is calculated as a percentage of a

pension) is sufficient and allows flexibility where pensions are altered. Refer also to the discussion following about rent payments, fees and charges.

Discussion point: Legislation need not always be prescriptive and it is appropriate in some areas to allow for negotiability and practical application. The intention of these provisions is to ensure residents are able to exercise consumer rights in choosing between rental properties and the issue is whether it is necessary to document a method of calculation.

### Special terms

There is no reference in section 11 to include Small Claims Tribunal orders or conciliation agreements to become part of the terms of the agreement, and therefore enforceable on either party. This has been an effective provision in the *Residential Tenancies Act 1994*, particularly as the parties have accessed a formalised dispute resolution process to establish these agreements.

What is included in special terms also needs to be considered in conjunction with house rules as it may be more appropriate to use special terms in the agreement rather than prescribe requirements through a house rule (addressed later in this paper).

Discussion point: It has been suggested a provision similar to the Tenancies Act should be included in the Accommodation Act to ensure that agreements reached through the dispute resolution or Small Claims Tribunal process can be enforced by either party.

### ? Question 4 – Agreements

1. Are there any other elements about agreements that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 5. Rent payments, fees and charges

### Rent payments

“Rent” usually refers to the cost of accommodation. However, under the Accommodation Act “rent” comprises accommodation, food and services. In some situations, residents may need to be absent from the premises for a period of time. While it is a generally accepted practice that the resident should pay the accommodation component of the “rent” to retain the premises and store their goods, it can become an issue where residents are required to pay the remaining components of their “rent” for which they are not gaining a benefit, such as a food service, personal care service or linen service, for the duration of their absence. Some services allow for a “rent reduction” after an identified period of time (such as two weeks or a month) which may be documented in the written residential service agreement. Currently, there is no obligation for service providers to reduce “rent” in these situations, and service providers providing food service argue that economies of scale in feeding residents can only be achieved where income is consistent. On the other hand, residents on restricted incomes can’t afford to continue to pay for unused services.

There are GST implications for accommodation periods of less than 28 days, with rent for that period incurring GST charges. The 28 day period has been used in the Accommodation Act as a threshold in the legislation in terms of rent arrears for shorter residency periods. Consideration needs to be given to the suitability of this 28 day period.

Some service providers are writing up to three different residential service agreements for the one resident to accommodate the GST provisions and vary rent payments either side of the 28 day period (one agreement

for rent plus GST, one agreement for rent less GST payments made and the final agreement for “normal” rent). This may be better addressed through education and management practices, rather than legislative change. There are also no provisions to refund rent paid in advance to residents if the agreement ends earlier than indicated.

Unlike section 56 of the *Residential Tenancies Act 1994*, there is no clear identification of how rent accumulates. Incorporating an obligation for residents to be accountable for rent for each day they remain in the premises, and how it is apportioned on termination, may help avoid some of the disputes that have occurred about this issue.

Discussion point: It may be appropriate to more accurately define “rent” and use terminology that reflects the different components, such as accommodation and food service. Reductions in rent due to non-provision of services may be able to be managed through negotiated agreement rather than legislation, depending on the particular residential service. In previous sections, the idea of a “short term” residency was raised to reduce paperwork obligations for written agreements for periods such as one or two weeks. Extending this period to 28 days may alleviate some of the GST implications.

### Rent receipts

The rent receipt provisions mirror general tenancy legislation where rent is assumed to be money. Under the Accommodation Act “rent” is a broader concept and can include services provided under the agreement. In section 18(4) it is assumed that rent is to cover a period of time, whereas it can also cover a service payment. If rent includes payments for a food service as documented in the residential service agreement, for example, then the receipt should reflect what the payment is for – accommodation for \$XX and food for \$YY. Rent receipts should also

indicate the room number as part of the “address” to ensure accuracy of records. It may be necessary to include these obligations for receipting in legislation.

Discussion point: Obligations for receipting are clearly established in the Tenancies Act as evidence for both parties to understand what payments incorporate, and to use as a basis for negotiating or disputing payments. The question is whether this should be established through legislation or through encouraging better management practices.

### Fees and services

Some residential services, particularly aged rental accommodation and boarding houses, charge standard fees, such as for entry or for cleaning in anticipation of the end of the residency. In the absence of an obligation for a resident to keep their room clean and tidy, and return it to that condition at the end of the agreement, the legality of charging this fee is questionable. Similarly, if the money is charged with the intention of a financial reimbursement for the service provider, it may fall into the definition of a rental bond and need to be lodged with the RTA (maximum amounts of rental bond also need to be considered).

As consumers, residents should be provided with options to meet legislated obligations, such as the opportunity to clean the rooms themselves (or have friends or relatives assist) rather than being forced to access a commercial service or flat fee.

There is currently no equivalent sections 95 and 95A of the *Residential Tenancies Act 1994* prohibiting service providers from charging “collateral contracts”, that is a mandatory fee charged in addition to the rent.

Discussion point: Under what circumstances should service providers be able to charge additional fees or charges and what restrictions should there be on “collateral contracts” (mandatory fees)?

### Rental bonds

Rental bonds are not charged by all services, and are most common in the boarding house sector and student accommodation. The calculation for maximum bond amount is the equivalent of four times the weekly rent. Because “rent” covers services as well as accommodation, there is some confusion over what should be the base amount used to calculate the maximum which is set at four times the weekly rent where the weekly rent is \$300 per week (there is no limit where the weekly rent is above this amount). There are also provisions for maximum amounts under section 51(1)(a) regarding residents who are employees of the service, however employees are exempted from the Accommodation Act as noted earlier.

Another aspect to consider is the charging of amounts for “key deposits” or money held for linen deposits or similar services. In premises such as student accommodation complexes, residents may also be charged an amount to cover for the loss of remote controls for gates or garages. These types of security deposits are usually charged separate to the rental bond or in lieu of a rental bond, but have the same effect as a rental bond and should be treated accordingly.

Discussion point. Although rental bonds are not common in the sector, they can become problematic, particularly in terms of affordability and disputing deductions at the end of the residency. Is the maximum amount appropriate and, if provisions for “rent” are altered, what should be used as the “rent” to determine maximum charges? Should there be provisions clarifying other “bonds”, such as key deposits and amounts for linen or remote controls? The discrepancy between employees may be considered a technical matter, but earlier sections considering coverage of the Accommodation Act for employees may also impact on these outcomes, and should be viewed in light of earlier discussions.

### ? Question 5 – Rent payments, fees and charges

1. Are there any other issues about rent, rent receipts, fees and charges that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 6. House Rules

Section 57 allows the service provider to make house rules about identified matters:

- Using shared facilities,
- Drinking alcohol or illegally consuming drugs,
- Parking motor vehicles,
- Making noise,
- Keeping pets, or
- Any other matter prescribed by regulation (none are prescribed so far).

These rules must be consistent with the rules prescribed in the Regulation.

### Quiet enjoyment

There is some concern about how house rules may impact on a resident’s quiet enjoyment and there continues to be conflict between the service provider’s obligation to uphold the resident’s quiet enjoyment and peace, comfort and privacy and the ability to establish rules for the service. Smoking and visitors are the most debated areas, with some services banning smoking in rooms and common areas through the use of special terms to the agreement, limiting the areas where residents can smoke.

Similarly, controls about visitors and guests can affect the residents’ lifestyle and ability to access support and advocacy. It is implied through the house rules that visitors are allowed in the premises, but nothing in the Accommodation Act specifically supports the rights of residents to have visitors. Visitors may extend to support workers

and advocates and it is suggested that such people should have a right to enter premises to visit residents, as is provided through the Accreditation Act.

Discussion point: Is the issue of smoking on premises best dealt with through special terms or by providing a capacity to make a house rule about it? Similarly, is it considered necessary to legislate for the right of residents to be able to receive visitors, particularly support workers and advocates? Responses should also consider legal obligations impacting on the service, such as fire safety requirements which may require the service provider to be aware of who is on the premises at all times or restrictions on the number of people allowed to sleep or stay in the premises.

### Copy of house rules

There is no current requirement for a copy of house rules to be given to residents with a copy of the written agreement, although there is a requirement for house rules to be on display. By comparison, the *Residential Tenancies Act 1994* requires copies of park rules and body corporate by-laws to be provided at the start of the tenancy.

Discussion point: Is it considered necessary to require a copy of house rules to be given to all residents, or is it considered sufficient to only require a copy to be on display? Consideration should be given to the fact penalties usually apply to the non-provision of park rules or by-laws, the impact on services with large numbers of clients, and the ability to address this issue through means other than legislation, such as encouraging good management.

### Changes to house rules

The Accommodation Act provides extensive processes to follow when altering house rules, including providing a notice to residents, objection processes (requiring objections from at least half of the residents), and the ability to apply

to the Tribunal about proposed rule changes. Time periods are given within which to respond. There is some concern the seven day period is insufficient to mobilise a communal response among unrelated parties to be able to meet the more than 50% requirement.

Discussion point. Although the Accommodation Act allows for processes to dispute changes to the house rules, this may become impractical when applied. Are there better methods of allowing for changes to house rules?

### ? Question 6 – House rules

1. Are there any other issues about house rules that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 7. Entry

The Accommodation Act attempts to balance the rights of residents to quiet enjoyment against the rights of service providers to protect their premises. This is achieved through the rules of entry which outline processes for service providers or their representatives to enter residents' rooms, identify notice periods and limit entry. In most instances a written notice of entry is required, although there are occasions where a verbal agreement between the service provider and resident is sufficient, or regular entry (such as to clean common areas or perform personal services) can be addressed through schedules.

### Rules of entry

The rules of entry are based on Tenancies Act provisions, and incorporate communal living aspects. However, the configurations of the premises or the services offered may make the rules of entry difficult to abide by. In some instances "entry" may occur without necessarily entering the resident's room, for example

where bedrooms are close to common areas, where bedrooms are shared or are partitioned spaces. This can impact on the residents' peace, comfort and privacy.

There are some issues in interpretation where the legislation requires an agent of the service provider to provide written evidence of their appointment before entry can be made in an emergency or to carry out emergency repairs, which is impractical.

The rules of entry apply to service providers and their agents, but do not cover other parties. This can be problematic where owners of the property (particularly student accommodation and aged rental unit investors) retain a third party real estate agent to sell the premises. The rules of entry only apply to the service provider and the Accommodation Act does not effectively restrict entry for sales where the agreement is between the investor/owner and the sales agent, not the service provider. There are limited options for residents to dispute entry for sales with the sales agent, and no options under the Accommodation Act for service providers to control entries by sales agents they have not retained.

Discussion point: The Accommodation Act applies to premises where residents may have "exclusive possession" of their rooms but not common areas which are shared with others but for which they still have some obligations such as cleaning. In addition, there are limited options for restricting entry by third parties. How should these legal anomalies about the rules of entry be addressed to protect the rights of both parties? Responses should consider other legal obligations such as fire safety requirements (for example regular inspection of smoke alarms) which may impact on entry arrangements.

### Amending rules of entry

Part 7 of the Accommodation Act doesn't allow for the Small Claims Tribunal to amend the rules of entry to a specific residential service agreement, unlike the Tenancies Act. In addition, entry must be negotiated for individual residential service agreements rather than for the premises (such as a four bedroom unit).

Discussion point: Residents are able to dispute entry provisions through the RTA's Dispute Resolution Service, however it may help both parties to be able to access the Tribunal for an order to clarify entry arrangements. The rules of entry are also focused on single residential service agreements, however it may be useful to allow for amended entry arrangements to be established for the whole premises (such as a complex) or unit (such as a four bedroom, room-only student accommodation unit) where it is an issue affecting most or all of the residents but impractical to negotiate individual arrangements.

### ? Question 7 – Entry

1. Are there any other issues about entry that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 8. Breaches and disputes

### Breaches

The Accommodation Act's timelines to rectify breaches, particularly those relating to rent arrears, are shorter than those allowed under the *Residential Tenancies Act 1994* for general tenancies. For example, residents in rent arrears are given either two days or four days (depending on length of stay) to bring rent up to date, whereas tenants covered by the Tenancies Act have seven days to bring rent up to date. The amount of time a resident can be in rent arrears before

the notice to recover rent is given is also significantly shorter – immediately or after rent has remained unpaid for two days (depending on length of stay) in the Accommodation Act, or after seven days in the Tenancies Act. Advocates have indicated it is unreasonable to give people on often restricted, fixed incomes shorter periods to address rent arrears particularly where the allowed period may not cover a pay period. However, service providers say that they need to limit losses when determining a reasonable breach period.

Discussion point: Legislation sets minimum time periods as both a protective measure and to be used as a guide. Service providers can extend these periods before taking action and the parties can negotiate other arrangements. Is it necessary and/or appropriate to amend the length of time for rent arrears and, if so, what would be an acceptable period?

There are currently no provisions for termination for repeated breaches, unlike the *Residential Tenancies Act 1994*. Under the Tenancies Act, the repeated breaches provisions limit what can be considered a repeated breach, such as tenants' use of the premises or rent arrears. If the tenant repeats the same breach, such as rent arrears, more than twice within a two year period, the lessor/agent can apply to the Small Claims Tribunal to have the tenancy terminated. With fewer options to end the residency under the Accommodation Act, there is some thought there is more incentive for service providers to self-evict.

Discussion point: Should there be provisions for repeated breaches to extend the reasons for terminating residencies in residential services?

## Disputes

The *Residential Tenancies Act 1994* was amended in 2003 to allow information provided by clients to be exchanged between the RTA's Dispute Resolution Service and its Legal and Investigations Unit, on the request and authorisation of the client to avoid duplication and obligations on the client to provide additional copies. The Accommodation Act does not allow this.

Discussion point: Should there be a provision to allow information to be shared within RTA service areas with the client's permission to avoid clients having to provide multiple copies of documents? Section 107 would need to be amended to offer this client service for residential service clients in line with general tenancy clients.

## Small Claims Tribunal

There are currently no provisions for "urgent" applications to the Small Claims Tribunal and every dispute must first attempt dispute resolution through the RTA. For example, an application to the Tribunal for house rules under section 62 where the service provider was in dispute with more than half the residents would still have to go through the RTA's Dispute Resolution Service rather than directly to the Tribunal. In this situation, conciliation would be unworkable and would cause otherwise avoidable time delays.

Discussion point: Are there circumstances where parties should be able to apply directly to the Small Claims Tribunal without having to access the RTA's Dispute Resolution Service first?

## **?** Question 8 – Breaches and disputes

1. Are there any other issues about breaches and disputes that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 9. Ending agreements and removing residents

### Ending agreements

Residential service agreements can only be ended in accordance with Part 9 of the Accommodation Act. Under section 75, there is currently no allowance for either party to be given a notice without grounds at the end of a fixed term tenancy, unlike the *Residential Tenancies Act 1994*, to terminate the tenancy. There is also no indication of how much time is required to give a notice to end a fixed term agreement and disputes can arise about whether the agreement has been properly ended. There is also inconsistent terminology used, resulting in differences between “notices to end” and “notices to leave”.

The Accommodation Act does not clearly allow the Small Claims Tribunal to end agreements, as it is not mentioned in section 75. The only reference to the Tribunal’s ability to end the agreement is in Part 11 for excessive hardship for a fixed term agreement only (section 118), in contrast to section 151 of the *Residential Tenancies Act 1994*.

Discussion point: Should the Accommodation Act be clarified by specifying that agreements can be ended without grounds at the end of a fixed term agreement and by clearly providing circumstances in which the Small Claims Tribunal can end agreements?

### Removing residents

Section 82 was the most discussed element of the Accommodation Act when introduced, as it gave service providers the power to remove residents themselves if the resident refused to leave the premises after the agreement has ended. The service provider does not need a Warrant of Possession from the Small Claims Tribunal, and is allowed to use “necessary and reasonable force” to remove a resident and the resident’s

property from the rental premises, in identified circumstances and in the presence of police. Residents can dispute their eviction from the premises but only after they have been evicted. Service providers say they need the power to remove a resident quickly if the resident refuses to leave and that they cannot afford the costs of waiting for a Tribunal hearing to obtain an order that would be enforced by police. Resident advocates say that, combined with relatively short notice periods, residents often do not have reasonable time to dispute a breach before they are evicted. It has not been possible to collect data on eviction rates.

Discussion point: What evidence is there that this provision is necessary or unnecessary? What modifications or alternatives do you propose?

### Immediately ending agreements

Section 79 allows the service provider to end an agreement immediately if they reasonably believe:

- The resident has used their room or common areas for an illegal purpose.
- The resident, or their guest, has intentionally or recklessly:
  - Destroyed or seriously damaged part of the rental premises or a facility.
  - Endangered another person in the premises.
  - Significantly interfered with the reasonable peace, comfort or privacy of another resident or their use of rooms or common areas.

The provision was intended to recognise the rights of the majority of residents in a communal living situation where an individual had seriously breached their agreement. Service providers say this provision, in conjunction with the power to remove residents (section 82), is essential to allow them to protect the rights of other residents in serious situations.

Resident advocates say that in some cases these provisions are used to

threaten residents with immediate eviction if they have a complaint and have also been abused by some service providers as a quick way to resolve any dispute about the accommodation agreement.

At this stage, the only data on the use of provisions to remove residents and to immediately end agreements is anecdotal.

Discussion point. What evidence is there that this provision is necessary or unnecessary? What modifications or alternatives do you propose?

### Goods and documents left behind

Although the Accommodation Act outlines processes for goods and documents left behind, there is anecdotal evidence that this is difficult to implement in practice. For example, the Public Trust Office has limited storage space and will not accept all types of personal documents. It is also difficult for service providers to store or give away dirty or damaged property, particularly if its storage may be a health and safety risk.

Discussion point: Requirements for storage do have practical implications, such as sufficient available storage space and costs, for both the Public Trust Office and service providers. Is the handling of goods and documents left behind an issue in the majority of cases? Should provisions for goods and documents left behind be clarified in some way?

### **?** Question 9 – Ending agreements and removing residents

1. Are there any other issues about ending agreements and removing residents that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 10. Impaired capacity

A significant proportion of residents in residential services are likely to have impaired decision making capacity due to an intellectual disability, acquired brain injury, mental illness, dementia or some other cause. This can create concerns for service providers in relation to the signing and enforcing of written residential service agreements.

As a general rule, the law presumes a person has capacity to make decisions for themselves, unless their incapacity is established. In order for a person to have capacity to make a decision, a person must:

- Understand the nature and effect of the decision;
- Be making the decision freely and voluntarily; and
- Be able to communicate the decision in some way.

Therefore, a person may have a degree of impaired capacity but be able to sign a residential service agreement because they understand the nature of the agreement, can make a decision to sign the agreement freely and voluntarily, and can communicate this decision.

The current legal position in relation to residential service agreements is that, in accordance with the *Guardianship and Administration Act 2000*, a person signing an agreement is presumed to have capacity to make decisions for themselves, unless their incapacity is established. Where incapacity has been established, a contract such as a residential service agreement must be signed by a guardian or financial attorney appointed under the *Guardianship Act* or under the *Powers of Attorney Act 1998*. The Accommodation Act requires, under section 59, that a notice about financial matters must be given to such attorneys where known by service providers. However, many people with impaired capacity do not have a guardian or

attorney appointed but rely on informal decision makers to assist them in everyday decisions. The Guardianship Act defines an informal decision maker as a member of an adult's existing support network. One suggestion has been the rights of people with impaired capacity could be strengthened and uncertainty reduced by specifically empowering informal decision makers to sign residential service agreements on behalf of a person. As a safeguard, section 154 of the Guardianship Act allows the Guardianship and Administration Tribunal to review and, if appropriate, ratify such decisions if disputed.

Another issue raised is that conflicts of interest can arise if the service provider takes on additional roles for the resident, such as financial management as well as the provision of housing. This may be sufficiently addressed through Accreditation Act standards and should be addressed as the requirement for accreditation is phased in.

Discussion point: The Accommodation Act provides that the legislation will prevail, whether or not the resident has signed an agreement or has the capacity to sign an agreement. Problems arise about the enforceability of special terms of the agreement (over and above the basic Accommodation Act). Given the complexity of impaired capacity, are there any ways in which some of the accommodation issues can be more appropriately addressed?

#### **? Question 10 – Impaired capacity**

1. What are the concerns about impaired capacity in relation to the Accommodation Act in residential services?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

## 11. Other issues

The Accommodation Act was based on the *Residential Tenancies Act 1994*. As noted in the preceding text, not all elements of the Tenancies Act were transferred over to the Accommodation Act. The Accommodation Act, for example, does not replicate provisions in the Tenancies Act for areas such as:

- Allowing minors (people less than 18 years of age) to legally enter into a binding tenancy agreement.
- Provisions about locks and security.
- Processes for fixtures and structural changes.
- Prohibiting residents being charged penalties, charges and unreasonable fees.
- Comparable reasons for *Notice to Leave* for unremedied breaches.
- Prohibiting issuing *Notices to Leave* in a retaliatory way.
- Requirement for service providers to give notice of changes in their details to residents.
- Requirement for service providers to ensure there is no legal impediment to the occupation of the premises.
- Clarification that obligations to abide with the Act rest with both service provider and their agent.
- Specific references to key, cleaning and linen deposits as bonds.
- Limiting rent increases to a minimum two-month notice period and ability to apply to the Tribunal about a rent increase.
- Regulating information about the resident that can be supplied to a tenancy database.

The impact on both parties and the perception of balance and practical implications of communal living in complexes should be considered in terms of the ability to transfer these obligations to the Accommodation Act.

Discussion point: Responses should also consider impacts if coverage is potentially extended to other types of tenancies outside of the traditional residential services sector.

#### **Passing on personal information**

Confidentiality and privacy concerns of clients remain paramount for the RTA, however greater services may be allowed where there is some authority to pass on information to other government agencies. In particular, during whole-of-government responses to either closures or significant changes where relocation of residents may be necessary. Section 136 may need to be amended to enable the RTA to pass on restricted information to identified government agencies to assist residents in critical situations. Refer also to the section dealing with disputes about the release of personal information on the client's request, between operational areas of the RTA.

Discussion point: Options for authorising the release of personal information could include administrative arrangements, such as having clients sign forms. In some instances this may not be appropriate (such as clients with impaired capacity) or there may be time constraints.

#### **? Question 11 – Other Issues**

1. Are there any other issues that may need considering?
2. How should issues you consider important be addressed?

Please return the discussion paper  
response sheet to:

Attn: Senior Policy Officer  
Accommodation Act Review  
Policy and Education Services  
Residential Tenancies Authority

Mail: GPO Box 390  
BRISBANE QLD 4000

Delivery:  
33 Herschel Street  
BRISBANE

Email: [Review@rta.qld.gov.au](mailto:Review@rta.qld.gov.au)

Fax: 07 3361 3552

Submissions must be received by  
close of business on 29 April 2005.

# Discussion paper response

Please complete the following discussion points, providing evidence where available to support your position, and return to the RTA by 29 April 2005.

## Question 1 – Balance of Act

1. Does the Accommodation Act achieve an appropriate balance and are the values of penalties appropriate?
2. Are there any issues of balance or compliance that need to be addressed?
3. How should those issues be addressed?

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## Question 2 – Coverage and definitions

1. Should definitions be contained in the Accommodation Act?
2. Do current exemptions from coverage remain justified?
3. Are there other types of residential services which should be exempted or covered?
4. What other issues do you want to raise?
5. How should issues you consider important be addressed?

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## Question 3 – Resident and service provider responsibilities

1. Are there any other resident and/or service provider responsibilities that may need clarification or are missing?
2. What other issues do you want to raise ?
3. How should issues you consider important be addressed?

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## Question 4 – Agreements

1. Are there any other elements about agreements that may need clarification or are missing?
2. What other issues do you want to raise ?
3. How should issues you consider important be addressed?

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## Question 5 – Rent payments, fees and charges

1. Are there any other issues about rent, rent receipts, fees, charges and rental bonds that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

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**Question 6 – House rules**

1. Are there any other issues about house rules that may need clarification or are missing?
2. What other issues do you want to raise ?
3. How should issues you consider important be addressed?

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**Question 7 – Entry**

1. Are there any other issues about entry that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider to be important be addressed?

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**Question 8 – Breaches and disputes**

1. Are there any other issues about breaches and disputes that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

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**Question 9 – Ending agreements and removing residents**

1. Are there any other issues about ending agreements and removing residents that may need clarification or are missing?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

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**Question 10 – Impaired capacity**

1. What are the concerns about impaired capacity in relation to the Accommodation Act in residential services?
2. What other issues do you want to raise?
3. How should issues you consider important be addressed?

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**Question 11 – Other issues**

1. Are there any other issues that may need considering?
2. How should issues you consider important be addressed?

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GPO Box 390 Brisbane 4001  
33 Herschel Street Brisbane  
Telephone: 1300 366 311  
Facsimile: 07 3361 3552  
Website [www.rta.qld.gov.au](http://www.rta.qld.gov.au)



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Government