Tenant information pack

Teacher housing support document for tenants

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# **Overview - Welcome to your tenancy**

Welcome to your new home. As a tenant in Teacher Housing we thank you in advance for your support in looking after your tenanted property.

Now you are a tenant, the Tenant Information Booklet is designed to assist you to better understand both your rights and obligations under the State Tenancy Agreement you sign and any obligations the Department of Education or Queensland Government (Government Employee Housing) or privately leased property manager/owner must meet while you reside in teacher housing.

You are encouraged to familiarise yourself with the information relating to your tenancy agreement. Even if you have previously lived in teacher housing, this booklet will provide current information you need to be aware of.

As a tenant you have the right to enjoy the property as your own home, particularly with regards to quiet enjoyment in your time in the property. This means you are entitled to reasonable peace, comfort and privacy while residing in the property.

Any questions you may have can be directed to your Local Accommodation Committee (LAC)/Local Accommodation Officer (LAO), regional human resource team or Housing Infrastructure. Contact details can be found at the end of this booklet.

Prior to applying for teacher housing you would have been provided with the [Teacher Housing – Overview for Incoming Tenants document](https://ppr.mpe.qed.qld.gov.au/attachment/overview-for-incoming-tenants.docx). Please refer to this for information about What to pack and things to consider when moving to a rural and remote location.

The Residential Tenancies Authority (RTA) [Pocket guide for tenants – houses and units](https://www.rta.qld.gov.au/sites/default/files/2021-09/Form-17a-Pocket-guide-for-tenants-houses-and-units.pdf) (Information Statement 17a) provides useful information on tenancy rights and responsibilities.

# **Teacher housing background**

Teacher housing is managed by the department through the:

* [Teacher housing policy](https://ppr.mpe.qed.qld.gov.au/pp/teacher-housing-policy); and
* [Teacher housing procedure](https://ppr.mpe.qed.qld.gov.au/pp/teacher-housing-procedure).

It is your responsibility to be aware of and adhere to the requirements and information set out in these documents.

Teacher housing is managed at a local level to best meet the needs of tenants and the community. This allows flexibility when responding to local issues and contexts.

Management is through the LAC, which is a committee comprising of school staff that manage teacher housing for the local area on behalf of the department. Their role includes, but is not limited to, allocating housing to eligible teachers, seeking to maximise use of housing stock to best meet the needs of existing and incoming eligible tenants, conducting inspections, forwarding maintenance requests to the appropriate area and completing entry and exit condition reports.

In areas where there is no LAC, the local management of teacher housing is the principal’s responsibility as the designated LAO.

A range of property types may be available in some locations including houses, townhouses and units. Other locations may not have as many options.

Tenants and property owners, lessors and property owners have rights and obligations which can be found on the [Residential Tenancies Authority (RTA) website](https://www.rta.qld.gov.au/) including a tenant’s right to [quiet enjoyment](https://www.rta.qld.gov.au/renting/during-a-tenancy/living-in-the-property/quiet-enjoyment) of the property. Tenancies and vacant accommodation are managed in accordance with the [*Residential Tenancies and Rooming Accommodation Act 2008* (Qld)](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2008-073), [Residential Tenancies and Rooming Accommodation Regulation 2009](https://www.legislation.qld.gov.au/view/pdf/inforce/current/sl-2009-0074), [Residential Tenancies and Rooming Accommodation Amendment Regulation 2022](https://www.legislation.qld.gov.au/view/html/asmade/sl-2022-0095), the [Housing Legislation Amendment Act 2021](https://www.legislation.qld.gov.au/view/html/asmade/act-2021-019) and the [Housing Legislation Amendment Bill 2022](https://www.legislation.qld.gov.au/view/html/bill.first/bill-2022-013).

# **Staff wellbeing**

The department has a range of resources available to support staff wellbeing including resources on:

* [Physical wellbeing](https://intranet.qed.qld.gov.au/Services/HumanResources/payrollhr/healthwellbeing/staffwellbeing/planningstaffwellbeingprogram/PhysicalWellbeing/Pages/default.aspx) (department employees only);
* [Psychological wellbeing](https://intranet.qed.qld.gov.au/Services/HumanResources/payrollhr/healthwellbeing/staffwellbeing/planningstaffwellbeingprogram/Pages/psychologicalwellbeing.aspx) (department employees only); and
* [Financial wellbeing](https://intranet.qed.qld.gov.au/Services/HumanResources/payrollhr/healthwellbeing/staffwellbeing/planningstaffwellbeingprogram/Pages/financialwellbeing.aspx) (department employees only).

When moving to a new area it can be helpful to phone or connect online regularly with family and friends, or join in on social occasions in the community.

If teachers or their immediate family members are struggling or are in need of some support, the department encourages accessing the [Employee Assistance Program](https://intranet.qed.qld.gov.au/Services/HumanResources/payrollhr/healthwellbeing/staffwellbeing/Pages/employeeassistanceprogram.aspx) (DoE employees only).

The department has a duty of care to your physical and psychosocial safety. This applies when you are entering in to a tenancy agreement managed by the department.

In preparation for your tenancy, the LAC will ensure that the property is:

* Secure and clean, the yard maintained and smoke alarms installed, testing and working;
* Have stoves, hot water systems and water supply in good working order; and
* Have doors and windows that are working and easily secured.

The LAC or a nominated representative of the department will have made contact with you prior to picking up the keys and undertaking the entry report inspection process.

If you have issues with the preparation of the property or property not being available on the date you intend moving to the location, please speak with your LAC, the nominated representative or your regional HR team.

# **YOUR TENANCY**

## Types of tenancy

There are two types of tenancy offered by the department:

1. **Sole tenancy** – offered to couples, families and principals and deputy principals; and
2. **Multi-tenancy** – offered to singles where the residence will be shared with others.

Housing can be sourced from:

* Department owned stock;
* Government Employee Housing (GEH) stock;
* Other government agencies housing stock (e.g. council housing stock); and
* Housing leased from the private rental market.

## Housing allocation

Once teachers have been determined eligible for teacher housing, the LAC/Principal will allocate a property using the information that was provided on the [Teacher housing application form](https://ppr.mpe.qed.qld.gov.au/attachment/teacher-housing-application-form.pdf).

Changes to your circumstances during your tenancy may impact your ongoing eligibility and allocation.

If the property allocated to you is subject to any body corporate rules or by-laws, the LAC/Principal will forward you a copy. Compliances with these rules or by-laws is a condition of your tenancy.

## State Tenancy Agreement

Before you can move into a property, you will need to sign a State Tenancy Agreement (STA) that is specific to the type of tenancy and property you will occupy.

The STA is a legal agreement with the department that includes some standard terms and conditions for your tenancy. It is an important document for you to read thoroughly before signing, to understand the responsibilities you, the department and property owner have in relation to your tenancy. The LAC/Principal will provide you with the appropriate agreement to complete. The completed agreement must be returned to the LAC/Principal within five (5) days or before your tenancy starts. The LAC/Principal will then sign the STA and return a copy to you within 14 days.

## Pets

Where possible the owning of pets will be supported and taken in to consideration when allocating housing. A pet cannot reside at a rental property without approval or it is a breach of your STA and your tenancy may end. The [Renting with Pets](https://www.rta.qld.gov.au/during-a-tenancy/living-in-the-property/renting-with-pets) information on the Residential Tenancies Authority (RTA) website provides an overview of renting with pets including the definition of a pet.

In some locations there may also be local council regulations or associated requirements that you will need to be aware of. Your LAC/Principal will provide you with additional information where required.

Your intention to have a pet reside with you needs to be highlighted on the [Teacher housing application form](https://ppr.mpe.qed.qld.gov.au/attachment/teacher-housing-application-form.pdf). A [Request for approval to keep pet at premises form](https://www.rta.qld.gov.au/sites/default/files/2022-09/Form-21-Request-for-approval-to-keep-a-pet-in-rental-property.pdf) (RTA Form 21) will be forwarded to you for completion. You need to complete a separate form for each pet. The completed request form should be returned to your LAC/Principal who will provide this to the property owner/manager to consider. You will be provided with a written response. Once approval is provided for your pet, this approval continues for the life of your pet while it resides at that property.

If you do not receive a response to your request within 14 days, or the response does not satisfy the legislative requirements outlined on the RTA website, the pet request will be automatically approved.

There may be circumstances where pets cannot be accommodated. Where this is the case you will be provided with reasons for this.

You are responsible for any expense involved in keeping the property free from fleas/ticks (professional pest control required) and also responsible for making good on any damage your pet causes to the residence, grounds or fence of the property.

Should you wish to acquire a pet once your tenancy has commenced, you should contact the LAC/Principal about submitting the relevant form (RTA Form 21).

Tenants are to keep the property free from fleas/ticks and are responsible to make good on any damage a pet may cause to the residence, grounds or fence of the premises.

Should tenants wish to acquire a pet during the course of their tenancy, they should contact the LAC/Principal and request a Pet Application Form.

***When approval is not required***

A working dog may be kept at the residence without approval needing to be sought.

A working dog is defined as:

* an assistance dog, guide dog or hearing dog as listed under the [Guide, Hearing and Assistance Dog Act 2009 (Qld)](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2009-004) (Schedule 4);
* a corrective services dog as listed under the [Corrective Services Act 2006](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2006-029) (section 279); or
* a police dog listed under the [Police Powers and Responsibilities Act 2000](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2000-005) (schedule 6).

An assistance, guide or hearing dog:

* must be specially trained and certified under the [Guide, Hearing and Assistance Dog Act 2009 (Qld)](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2009-004); and
* the person with a disability (primary handler) and/or an adult who supports the primary handler to physically control the dog (alternative handler) has a handler’s identity card;

 Approval is required to keep a therapy/emotional support/companion dog or other animal at the premises.

***Pets and multi-tenancies***

For multi-tenancies, the LAC/Principal will not compel a person to share a residence with a person who has a pet. The LAC/Principal will determine if it is possible to accommodate pets in a multi-tenancy situation. Where this is not possible and no other accommodation options are available for you to have a pet as part of your tenancy, you will need to arrange for your pet to reside elsewhere.

# **WHAT TO KNOW WHEN MOVING IN**

## Entry Condition Inspection/Report

The LAC/Principal will provide the partially completed [Entry Condition report](https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-1a-Entry-condition-report-general-tenancies.pdf) (RTA Form 1A) to you at the start of the tenancy. You must complete and return the report to the LAC/Principal within seven (7) days of receipt. It is strongly recommended that photographs are attached to support the entry condition report as it makes it easier to show the property condition at the time you move in and provides a comparison when you are moving out.

The LAC/Principal will then provide you a copy of the completed and signed report within 14 days of receipt. If you do not return the report, this is taken to be your agreement with the LAC/Principal that the condition of the property is as shown on the entry condition report provided to you.

## Bond

The department does **not** collect a bond from employees occupying teacher housing.

In the absence of a bond, the cost of any damages caused by the tenant, or their visitors, are their responsibility. Often this would be during the completion of an Exit condition report. Payment arrangements will be made between the tenant and the LAC/Principal at the time the damage is noted.

## Rent

The [Attraction and Retention Incentives Directive (07/14)](https://www.forgov.qld.gov.au/employment-policy-career-and-wellbeing/directives-policies-circulars-and-guidelines/attraction-and-retention-incentives-directive-0714) enables the department to provide a rental subsidy to eligible teachers.

The rental subsidy is based on whether the accommodation is sole or multi-tenancy, the size and standard of the residence, and transfer rating of the accommodation location.

Teachers who occupy teacher housing will be charged rent in accordance with approved rates applicable to the department. More information on the department's Rent Subsidy Policy Rates can be found at [teacher housing](https://intranet.qed.qld.gov.au/Services/facilities/asset-management/employee-housing/Pages/default.aspx) (Department of Education employees only).

The department collects rent by payroll deduction. It is the tenant’s responsibility to ensure that rent is paid on time.

Payroll deduction is arranged by completing the [**EA1 - Authority to commence rental payment by payroll deduction**](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/EA1-tenancyadviceandauthorityforrentalpaymentdeductions.docx) (Department of Education employees only). By completing this form, you authorise the department to:

* deduct appropriate rent from a teacher’s salary for the period of occupation by calendar days (not just working days);
* deduct any rental arrears resulting from an under assessment, non-payment or tenancy change; and
* vary the deduction amount in accordance with any change in rental amount.

The day you take possession of the keys and occupies the property is the date that needs to be recorded as the occupy date on the [EA1 form](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/EA1-tenancyadviceandauthorityforrentalpaymentdeductions.docx), rather than the date your employment commences in that location.

If it is not feasible to pay rent via payroll deduction (e.g. on unpaid leave), you must contact Housing Infrastructure by email to HousingInfrastructure.ISD@qed.qld.gov.au as soon as possible to arrange another method of payment for rental deductions. Any delays in arranging alternative rent payment methods may result in you accumulating arrears.

**You are then responsible for the payment of rent until your belongings are removed, your tenancy ends, keys are returned and all arrears have been settled.**

## Contents insurance

**The department’s insurance does not cover a tenant’s personal belongings.**

Tenants are urged to take out personal contents’ insurance. Contents within the property are a tenant’s responsibility, so it is important to have an insurance policy in place to cover the cost of any damaged or stolen personal items.

## Utilities

While tenants in sole tenancies are responsible for managing their own utilities’ accounts, the rental subsidy for tenants in multi-tenancies includes utilities costs (such as electricity and gas) which are in the department’s name.

For sole tenancies, you are responsible for the set up, invoice payment and cancellation of your own service accounts such as electricity, gas, phone and internet.

For multi-tenancies, the LAC/Principal arranges for accounts to be set up for electricity and gas only with the utility provider, in the departments name. You still pay for services, as a charge for utilities is incorporated into your rental rate, you just don’t receive the invoice. If you want other services such as phone and internet, you are required to start your own account.

For your safety and that of offers on the premises, it is recommended that you familiarise yourself with the information on the Queensland Government [Electrical safety in rental properties](https://www.electricalsafety.qld.gov.au/electrical-safety-home/electrical-safety-rental-properties) webpage.

***Power cards and/or gas bottles in remote locations***

In some very remote locations, you may need to use power cards to add credit to your electricity meter and/or arrange refill of gas bottles. The LAC/Principal will advise if this is the case, including how to use and recharge cards and assist you to seek reimbursement of these costs if you ae in a multi-tenancy.

A vendor number is needed to claim reimbursement for these costs. If you are new to a location with power cards, and in a multi-tenancy, you will need to fill out the [Vendor Master Data Form](https://intranet.qed.qld.gov.au/Services/Finance/Forms/Documents/Vendormasterdataform.pdf) if you don’t already have a vendor number with the department.

To claim power card or gas bottle expenses, tenants in multi-tenancy accommodation you must complete a [SAP General Purpose Expenditure Voucher](https://intranet.qed.qld.gov.au/Services/Finance/Forms/Documents/general-purpose-expenditure-voucher.pdf) (Department of Education employees only) **within six (6) months of purchase** and provide:

* Original receipt or proof of payment (e.g. credit card receipt). Original receipts must include date of purchase, and notation indicating the purchase was for power cards or a gas bottle.
* Documentation that shows the expense was for power cards or gas bottles for the residence you occupy.
* Certification by the LAC/Principal to show they have considered and endorsed the claim.

Scan and email the claim in PDF format to Housing Infrastructure (HousingInfrastructure.ISD@qed.qld.gov.au).

***Water***

If a residence is not connected to a town water supply, the department pays for water tanks to be filled by a water charter service. You are to notify the LAC/Principal of low water supply and the LAC/Principal will organise for the billing to be sent to Housing Infrastructure for payment.

Where living in a location that relies on water tanks, it is recommended that you consider your usage your usage and minimise water use or conserve water as water charter services can be delayed.

## Keys

Tenants are to sign a Key register and/or a photocopy of the keys provided to them, and are responsible for the cutting and cost of replacing any lost keys. Tenants are not permitted to change locks without prior consent from the owner/LAC/Principal. If locks are changed, tenants must provide a full set of new keys to the owner/LAC/Principal.

# **WHAT TO EXPECT AFTER I MOVE IN**

## Property (Routine) Inspections

As your agreement as a tenant is with the department, it is a requirement that the LAC/Principal inspect the property at least once per year, to ensure the property is being kept in good condition and to check if there are any maintenance, health or safety concerns.

For property inspections, you will receive written notice at least 7 days before your allocated day and time of inspection. You are not able to refuse the LAC/Principal or property manager/owner entry to the property at the notified date and time stated if you have been provided the Entry notice within the required period (7 days) or where the mutually agreed date and time for the inspection was in writing.

Following receipt of the entry notice, tenants are to clean the property in preparation for the inspection, paying attention to the following (not an exhaustive list):

* routine cleaning (e.g. dusting, sweeping / vacuuming and cleaning kitchen and bathroom surfaces);
* wipe outside of air conditioning units, dust/clean filters;
* lawn mowing and gardening; and
* tidy of outside areas (e.g. decks, patios).

As the tenant noted on the STA, you (and your co-tenants in multi-tenancies) do not have to be present for the inspection, however it is strongly encouraged. Being present at the inspection allows for discussions to take place straight away and note and take action around any cleaning or repairs, that are the tenant’s responsibility, are identified.

Where an inspection is due to occur on a school day, it is recommended that you discuss the timing with your Principal if you need to be released from class in order to be present at the inspection.

If you are in a privately owned property leased by the department, inspections may be scheduled very three months by the property owner/manager in additional to the inspection undertaken by the LAC/Principal. Where possible, the LAC/Principal will try to schedule their inspection at the same time as the property owner/manager in order to limit the number of inspections. This may not always be possible.

Although inspections in privately owned properties are being undertaken on behalf of the property owner and not the department, if you have any maintenance concerns these should be reported to your LAC/Principal separately and not during the inspection being undertaken by the property manager/owner.

You are expected to keep the property in good condition, taking in to account fair wear and tear that could be expected during your time there. The Residential Tenancies Authorities has a range of resources available to assist you to understand what could and also may not be considered to be fair wear and tear. Resources can be found [here](https://www.rta.qld.gov.au/ending-a-tenancy/vacating-a-property/fair-wear-and-tear).

## Entry notices

The LAC/Principal or property manager/owner can enter the premises for any reasons set out in the Act. The amount of notice the LAC/Principal or property manager/owner must give depends on the reason for entering the premises. The LAC/Principal will work with the tenant to minimise disruption as much as possible.

The [RTA Entry notice form](https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-9-Entry-notice.pdf) (Form 9) must be completed by the LAC/Principal (or property manager/owner for privately leased properties) if entry is required to the property. This entry notice informs you of the date, reason and details of the people intending to enter the property.

With the tenant’s permission, the LAC/Principal or property manager/owner can enter at any time without a formal notice, although it is advisable to use the formal notice where possible. If providing approval for entry without a formal notice, you should make a mutually agreeable time, in writing, with the LAC/Principal or property manager/owner to enter the property. It is advisable though to use the formal notice where possible.

The amount of notice the LAC/principal or property manager/owner must give depends on the reason for entering the property. A table outlining the notice period for each reason type can be found on the RTA website [here](https://www.rta.qld.gov.au/forms-resources/factsheets/entry-and-privacy-fact-sheet).

You are not able to refuse the LAC/Principal or property manager/owner entry to the property at the notified date and time stated if you have been provided the Entry notice within the timeframe required for that reason type or where the mutually agreed date and time for the inspection was in writing.

***Entry by tradespeople to undertake repairs***

A formal notice will be provided to you when tradespeople are coming to undertake maintenance and repairs. The minimum entry notice period for maintenance and repairs is different to that for property inspections.

## Maintenance and repairs

The property owner is responsible for ensuring the property secure, safe and fit to live in. Tenants are responsible for looking after the property and keeping it clean and free from damage, fair wear and tear excepted.

Tenants should not carry out repairs themselves. If a repair (emergency or routine) is required as a result of your or your guest’s actions, you will be required to pay for the cost of repairs.

You are responsible for cleaning and lawn and garden maintenance of the property. If you are in a multi-tenancy, you and those sharing the premises with you (co-tenants) are jointly responsible for cleaning and lawn and garden maintenance and are expected to work out how your joint responsibility is actioned.

Tenants must inform the LAC/Principal in writing, of any maintenance or repairs that are required using the [Maintenance Request Form](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/hsgmainteannceforms.docx) (Department of Education employees only). This includes your direct contact with the nominated repairer (Item 18 of the STA) in the case of emergency repairs.

After receiving your completed Maintenance Request form, the LAC/Principal will liaise with the property owner/contractor to request the repairs to be undertaken within a reasonable time. Timeframes for repairs vary depending on a number of circumstances such as availability of tradespeople, parts, remoteness of the location and the type of repairs required.

It may help if you arrange for the LAC/Principal or nominated staff in the school office to access your keys from a secure, accessible location when you know repairers/tradespeople are coming. This can reduce the likelihood that you will be called out of class to provide your keys.

The amount of notice the LAC/principal or property manager/owner must give depends on the reason for entering the property. A table outlining the notice period for each reason type can be found on the RTA website [here](https://www.rta.qld.gov.au/forms-resources/factsheets/entry-and-privacy-fact-sheet).

The [Asbestos awareness for tenants in department owned housing](https://intranet.qed.qld.gov.au/Services/facilities/asset-management/teacher-housing/Pages/asbestos-awareness-for-tenants-in-department-owned-housing.aspx) resources (Department of Education employees only) outline some important information about assumed or confirmed asbestos containing materials and responsibilities as a tenant to help prevent and manage incidents. The department regularly updates the information about asbestos awareness and the management of incidents. You will be made aware of any changes that impact on action you or the department is required to undertake.

For Government owned housing, QBuild is the nominated repairer for emergency and routine repair issues. Contact details for the relevant Maintenance Response Centre (MRC) in your location is also available directly from the [Department of Energy and Public Works](https://www.epw.qld.gov.au/about/department/business-areas/building-policy-asset-management/qbuild/locations) website or the [Teacher housing OnePortal page](https://intranet.qed.qld.gov.au/Services/facilities/asset-management/teacher-housing)

*select* Contact Information  then *select* Maintenance .

***Emergency repairs***

## Emergency repairs are:

* burst water service or a serious water service leak;
* blocked or broken toilet/s;
* serious roof leak/s;
* gas leak;
* dangerous electrical fault;
* flooding or serious flood damage;
* serious storm, fire or impact damage;
* failure or breakdown of gas, electricity or water supply;
* failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;
* fault or damage that makes the property unsafe or unsecure;
* fault or damage likely to injure a person, damage property or unduly inconvenience a tenant; and
* serious fault in a staircase, lift or other common area of the property that unduly inconveniences a tenant in gaining access to, or using, the property.

All other repairs are considered to be routine repairs.

The emergency repair will be focussed on making the residence safe from the immediate emergency, such as restoring hot water using the existing system. Other repairs may be scheduled at a later date to address underlying issues (eg. replacing hot water system), particularly if parts are to be ordered.

An entry notice is not required for emergency repairs if you are in a remote location and there is a shortage of tradespeople.

In circumstances where you are required to move to alternative accommodation while repairs or maintenance are occurring, your LAC/Principal will work with you prior to ensure you are supported to move to alternative temporary accommodation.

***Routine repairs***

For routine repairs and maintenance, the LAC/Principal will provide you with an entry notice (RTA Form 9) 24 hours prior to the repairer arriving.

## Change of personal circumstance

Any changes to your personal circumstances previously provided on the [Teacher housing application form](https://ppr.mpe.qed.qld.gov.au/attachment/teacher-housing-application-form.pdf) must be disclosed by submitting a [Change to Personal Details form](https://ppr.mpe.qed.qld.gov.au/attachment/change-of-personal-details-form.docx) in a timely manner. Any changes of employment or personal circumstances which may affect your eligibility to continue to be allocated and reside in teacher housing, will be assessed and you will be advised in writing of your ongoing eligibility for teacher housing in that location.

## Leave periods

***Vacation periods***

In accordance with your employment conditions, you can leave the location during school vacation periods. Some teachers living and working in rural or remote locations choose to holiday in larger cities or return home. However, you are still responsible for continuing to pay rent and maintaining the property during that time. See [End of term security checklist – teacher’s accommodation](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/tenancy-end-of-term-security-checklist.doc) (Department of Education employees only) to assist you with securing the property while you are away.

***Long term leave***

Tenants are to complete a [Change in personal details form if they are going on leave for 6 months or greater.](https://ppr.mpe.qed.qld.gov.au/attachment/change-of-personal-details-form.docx) Employees on paid or unpaid leave up to 12 months are eligible to remain in departmental housing at the subsidised rate. You should contact Housing Infrastructure by email (HousingInfrastructure.ISD@qed.qld.gov.au) to arrange another method of payment for your rent as payroll deductions are not available when on unpaid leave.

Employees on continuous paid or unpaid leave beyond 12 months are no longer eligible for subsidised rent. In special circumstances, approval may be given for a teacher to remain in housing after the 12 months, with rent payment at full market rate. Approval to remain in the housing would only occur if there is no need for the property to be used to support an incoming teacher and the property is still available for the department to lease. You will be advised in writing of the full market rate or any requirement for you to vacate the property.

If remaining in teacher housing when on extended leave (beyond 12 months), you will be required to complete a new STA to reflect the rental payment change. During this time, if the property is required to meet the needs of existing or incoming eligible teachers, you may be required to move or vacate the property.

## Required moves

As outlined in the [Teacher Housing Policy](https://ppr.mpe.qed.qld.gov.au/attachment/teacher-housing-policy.pdf), eligibility for teacher housing is not linked to a particular residence.

In order to make the best use of the available housing in a particular location, and in order to provide housing best suited to the circumstances of all tenants, while occupying teacher housing you may be required to move to alternative accommodation within your current location or a nearby location.

Your tenancy at the existing property ends and providing you continue to be eligible for teacher housing, a new tenancy is started at the new property. If your rent payment changes, the LAC/Principal will advise the new rental rate.

Required moves, where possible, are timed to coincide with end of a term or semester. LACs/Principals make every effort to minimise these moves and any disruption that may be caused. Where a required move occurs, the reasonable costs associated with the move will be paid for or reimbursed by the department. These can include a bond clean, pest control, yard maintenance and removal costs.

Because you are leaving the property, required moves use the same process as ending a tenancy.

## Air conditioning

You and your co-tenants (in multi-tenancies) are responsible for:

* ensuring the air conditioners, particularly filters are dusted/cleaned and maintained.
* reporting any concerns to the LAC/Principal with air conditioners as soon as they become known.

Professional cleaning in high dust or high humidity locations may be arranged at a cost to the department following Infrastructure Management approval.

## Fixtures and structural changes

**Fixtures** are things that are attached to, or installed in the property (external and internal) (e.g. picture hooks).

**Inclusions** are everything supplied with the property for the tenants to use.

Tenants can only attach a fixture, or make a structural change, with prior agreement from the property owner. If tenants would like to attach a fixture or make a structural change they should contact the LAC/Principal who will explain the process. If changes are made without seeking approval, tenants may be required to reinstate the property to its original condition at their own cost.

## Lawns and Gardening

You and your co-tenants (in multi-tenancies) Tenants are responsible keeping the property in good condition until your tenancy ends, including while you are away on holidays. This includes regular maintenance of the yard (eg. mowing, edging and weeding).

Report any major works requiring action to the LAC/Principal using the [Maintenance Request Form](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/hsgmainteannceforms.docx) (Department of Education employees only). This may include things such as tree lopping and gutter cleaning required as a result of fallen leaves and branches.

The LAC/Principal will contact the property manager/owner to arrange this work, as part of the owner’s obligation to keep the property in good repair.

As with any maintenance work, prevention and early reporting is preferred. Your reporting of issues that can be addressed through routine maintenance is preferable than having to undertake emergency repairs because of a health and safety risk to you.

## Pests

At least once per year and at your own cost, you and your co-tenants (if in a multi-tenancy) are responsible for pest fumigation (cockroaches, spiders, silverfish).

Receipts of purchased pesticide products (eg. cockroach bombs) or from a professional pest control company must be sighted by the LAC/Principal at the time of your annual inspection.

Pest control to minimise damage to the property (eg. termites) is the property owner’s responsibility. Any sighting of termites or active termite damage should be reported to the LAC/Principal via a maintenance request.

## Pools/Spas

No pools (including above ground pools) or portable spas are permitted in any department provided teacher housing.

You can have a portable pool (pool safety laws exemption) if it meets ALL of the following:

* It cannot be filled with more than 300mm of water;
* It has a maximum volume of 2,000 litres; and
* It has no filtration system.

If you reside in a location with low water supply or no connection to town water, you may like to consider other methods for keeping cool.

## Security

If there is an incident of unlawful entry or damage committed by an unauthorised person, it is your responsibility to report the incident to [Queensland Police](https://www.police.qld.gov.au/how-can-we-help-you/contact-us) and notify the LAC/Principal in writing. Where possible, your report of the incident should include the address of the property, the date of the incident, any damage incurred, details of stolen items and method of entry (if known). Your LAC/Principal will let you know if you also need to submit a Maintenance Request Form.

The LAC/Principal will forward your notification to the Disaster, Emergency, and School Security Unit (ISD.EmergencySecurity@qed.qld.gov.au).

Refer to the [End of term security checklist – teacher’s accommodation](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/tenancy-end-of-term-security-checklist.doc) (Department of Education employees only) for assistance in how to prepare and secure your property when you will be absent. This checklist is intended to assist tenants to protect the residence and personal property over a school holiday period.

## Smoke Alarms

You are responsible in both sole and multi-tenancies to:

* test and clean (by vacuuming or dusting) smoke alarms at least once every 12 months;
* replace any flat or nearly flat batteries;
* advise the LAC/Principal if there is any issue with the alarm (other than batteries);
* allow the LAC/Principal right of entry to install smoke alarms; and
* not remove a smoke alarm or battery (other than to replace it), or do anything to reduce the effectiveness of the alarm (e.g. paint or cover it).

You do not need to be qualified or licensed to clean or test a domestic smoke alarm. Repairs relating to a non-functioning smoke alarm may be considered emergency repairs.

For more information visit [www.qfes.qld.gov.au/smokealarms](http://www.qfes.qld.gov.au/smokealarms)

## Smoking

You have an obligation to return the premises in the same condition as at the start of your lease, less fair wear and tear. Stains and odours caused by smoking are not seen as fair wear and tear and must be rectified at your cost.

You will note that within the STA you signed there are special terms that refer to smoking. It is recommended you take note of these terms to minimise any problems when ending your tenancy.

## Visitors in teacher housing

Your tenancy agreement indicates how many people can live in the property. You have the right to have visitors (family and friends) come and stay for a reasonable period (four (4) weeks or less) however, they are not approved to take up permanent residence in the property.

If the visit is likely to be longer than four (4) weeks, including consecutive or non-consecutive days that add up to more than 4 weeks during a six (6) month period, you should seek approval from the LAC/Principal who will provide their decision in writing. If your visitor is seeking to bring a pet with them, please discuss this with the LAC/Principal. Requirements relating to having a pet at the property will apply.

If you are living in multi-tenanted accommodation, you also need the agreement in writing of your co- tenants, in addition to the LAC/Principal, before visitors can be invited to stay for any period.

You are responsible for the behaviour of their visitors and must meet the cost of any repairs resulting from damage to the premises for which you and/or your guests are responsible.

Should someone visiting you for less than one day have a pet with them, you are responsible for ensuring the pet is controlled, not causing a nuisance to neighbours or other tenants and not allowed inside the property.

If you would like to have someone move into the home on a permanent basis, you must seek written permission via the [Change to Personal Details form](https://ppr.mpe.qed.qld.gov.au/attachment/change-of-personal-details-form.docx) from the LAC/Principal as this may impact your eligibility and housing allocation.

**WHAT TO KNOW WHEN MOVING OUT**

In most cases, you will be vacating teacher housing as a result of moving locations through the teacher transfer process or promotion to another location.

[Tips for moving out](https://www.rta.qld.gov.au/Renting/Ending-a-tenancy/Tips-for-moving-out) can be viewed on the RTA website.

## Notice to leave / Intention to leave

Your STA is a legally binding agreement and can only be ended in certain ways.

1. By mutual agreement in writing (the department’s preference);
2. By the tenant giving the LAC/Principal a [Notice of intention to leave (RTA Form 13)](https://www.rta.qld.gov.au/Forms-and-publications/Forms/Forms-for-general-tenancies). As most teacher housing STAs are for a periodic/time limited tenancy, you can end the tenancy without grounds as long as you provide a minimum of two weeks’ notice;
3. By the LAC/Principal giving the tenant a [Notice to leave (RTA Form 12)](https://www.rta.qld.gov.au/Forms-and-publications/Forms/Forms-for-general-tenancies) within the relevant notice period. Generally, this is used only when a mutually agreed date to move out cannot be reached and your entitlement to and/or eligibility for teacher housing has ended, or the accommodation is required for an eligible incoming tenant. There are some other less common reasons such as the property being sold or the owner wanting the property for themselves or family members to reside in;
4. Either party applying to the Queensland Civil and Administrative Tribunal (QCAT) to issue an order to terminate the agreement. The tenant, the LAC/Principal or the property manager/owner can all issue a notice ending a tenancy. The person ending the agreement must use the correct form and comply with the appropriate notice period.

There are varying legislated [notice periods](https://www.rta.qld.gov.au/Renting/Ending-a-tenancy/Notice-periods-for-ending-a-tenancy) that apply depending on the circumstances and these are detailed on the [RTA website](https://www.rta.qld.gov.au/Renting/Ending-a-tenancy/Ending-a-tenancy-agreement).

## Cleaning when exiting

It is your obligation to hand back the property in the same condition it was in at the start of your tenancy, fair wear and tear excepted. Tenants are required to complete a thorough clean of the property or they may choose to hire a professional cleaning company at their expense.

If you are in a multi-tenancy arrangement, your bedroom should be the focus of your obligation where you are the only tenant moving out. Where all tenants are moving out, you all have the responsibility of ensuring cleaning of the entire property occurs.

If you are in a multi-tenancy agreement and you and one of more of the other tenants is moving out, the LAC/Principal will raise concerns with the remaining tenants if there are condition issues with the shared areas of the property (eg. shared bathroom, kitchen, laundry, living areas and yard).

When the LAC/Principal undertakes an exit inspection, attention to the following when cleaning will be of assistance to you:

* General cleaning of floors, bathrooms, windows, window sills, blinds, fans, whitegoods to be cleaned inside and out (where provided by the department as part of a furniture kit);
* Carpets and floor coverings cleaned to the same standard as they were in at the start of your tenancy;
* Yard, and gardens, to be free of weeds, grass clippings, general garden refuse and rubbish, with lawns trimmed and mowed;
* Clearing/removal of household items and rubbish, including items such as old furniture, bikes and toys;
* Removal of any temporary structures and/or play equipment installed during your tenancy.

## Pest control when exiting

At the end of your lease, pest control is a requirement and a receipt will be required to be provided to the LAC/Principal. This must meet the same standard at the end of your tenancy as existed at the start of your tenancy.

## Exit Condition Inspection/Report

The LAC/Principal will provide you with the exit condition report to detail the condition of the property at the end of the tenancy. Ideally the LAC/Principal will schedule a time and conduct the inspection with you and any co-tenants (in multi-tenancies) where more than of you is moving out, to jointly complete the inspection.

You will receive an [Entry Notice](https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-9-Entry-notice.pdf) (RTA form 9) advising a date and time or it can be a mutually agreed date and time.

For many reasons, it may not be possible to do the exit inspections together, so the report can be done separately. If done separately, you receive the report, complete it and return it signed to the LAC/Principal as soon as possible.

The LAC/Principal will then inspect the property, reviewing your notes, make any additional comments and sign the report. As part of ending the tenancy process, the LAC/Principal will compare the exit condition report with the entry condition report to determine if the property has been left in the same condition as when you moved in, fair wear and tear excepted.

If there is any discrepancy and/or need for repairs, you will be contacted by the LAC/Principal to discuss the issue and reach agreement regarding any required remediation/repairs.

The LAC/Principal will then send you a complete copy of the exit condition report within three (3) business days.

# **BEFORE LEAVING THE LOCATION**

## Disconnect services

For sole tenancies, you should contact the service providers and cancel any accounts for electricity, gas, phone and internet which are in your name, and that you no longer require to be connected.

If you are in a multi-tenancy, you are not required to do anything in relation to utilities unless you have an account in your own name. If you have a phone or internet account in your name that your co-tenants will want to continue accessing, contact the service provider to confirm if it can be transferred or must be cancelled.

## Forwarding address

You are required to provide a forwarding address at the end of your tenancy to the LAC/Principal.

## Returning keys

You will need to return the keys to the LAC/Principal when leaving the property. This includes any additional keys that were cut during your tenancy. If keys are lost, you are responsible for the cost and cutting to replace lost keys. Check with your LAC/principal for the key handover process relevant to your situation. Some locations have a different process hen leaving at the end of a school year or during holidays.

## Ceasing rental payments

In order to cease the tenancy (and the rental deductions), tenants are required to complete the [EA1 Form – Authority to commence rental payment by payroll deduction](https://intranet.qed.qld.gov.au/Services/facilities/Forms/Documents/EA1-tenancyadviceandauthorityforrentalpaymentdeductions.docx) (Department of Education employees only) and submit to the LAC/Principal.

If you have an alternate arrangement in place (direct debit with your financial institution), email HousingInfrastructure.ISD@qed.qld.gov.au to arrange for the payments to cease.

The last day of occupancy (and the last date rent is payable) is the day when all of the following has occurred:

* all furniture and / or personal belongings are removed from the residence;
* cleaning is completed to a satisfactory standard; and
* the keys of the residence are returned to the LAC/Principal or another nominated approved person.

The last day of occupancy date is the vacate date to include on the EA1 form.

You will be responsible for payment of rent until all the above occur. Department processes to recoup rent in arrears will take place if your rent payments (payroll or direct debit) are not made.

# **TENANCY AGREEMENT BREACH**

A breach of the tenancy agreement is when the property manager/owner or the tenant fails to comply with any part of the agreement. It is best if you and your co-tenants (in multi-tenancy) can resolve the issue with the LAC/Principal through discussion and agreement of actions and timeframes.

If resolution cannot be reached, the LAC/Principal can issue you with a [Notice to remedy breach](https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-11-Notice-to-remedy-breach.pdf) (RTA Form 11). This will detail what the breach is and the timeframe provided to rectify the issue. Should the matter be unresolved you are encouraged to seek advice, which may include directing your tenancy matter to the [Queensland Civil and Administrative Tribunal](https://www.qcat.qld.gov.au/) who has the power to hear tenancy matters.

If the problem is addressed to the satisfaction of the LAC/Principal and tenant(s) by the expiry date on the breach notice, no further action is required. If the breach is not addressed, to the satisfaction of the LAC/Principal, and it is a significant breach, you may be issued a [Notice to Leave](https://www.rta.qld.gov.au/sites/default/files/2021-06/Form-12-Notice-to-leave.pdf) (RTA Form 12).

A significant breach involves one of these four issues:

* using the property for illegal purposes;
* more tenants in the property than stated on the agreement;
* keeping a pet without written approval;
* a matter which will cost more than the equivalent of one (1) week’s rent to fix.

If there are repeated tenancy breaches, at the third breach for the same issue within a 12 month period, and that issue/problem is of a serious nature, steps will be taken to have the agreement ended.

Significant unresolved and/or repeated breaches of the STA by you may result in termination of the agreement. In this instance, the department reservices the right to revoke eligibility and access to further teaching housing in this or any other location in the future.

# **DISPUTES**

It is better for you to try and resolve disputes directly with the LAC/Principal. If the dispute is with an individual you share a multi-tenanted property with, you are encouraged to attempt to address your issue with that individual prior to raising a dispute via your LAC/Principal.

Dispute outcomes or agreements must be documented and signed by the LAC/Principal and the tenant.

Ideally, grievances or disputes relating to eligibility, allocation or a tenancy should be resolved early and informally where possible. Where this does not result in satisfactory resolution, or where informal resolution is not appropriate, the teacher may pursue this matter further as outlined in the [Individual employee grievances procedure](https://ppr.mpe.qed.qld.gov.au/pp/individual-employee-grievance-procedure).

For further information on grievances and disputes, refer to Step 6 in the [Teacher housing procedure](https://ppr.mpe.qed.qld.gov.au/pp/teacher-housing-procedure).

# **FURTHER QUERIES/CONTACT DETAILS**

Contact Details for further information are as follows:

Local Issues:

Direct your enquiry to your local school. Contact details can be found via the Department of Education School Directory at: [local school](https://schoolsdirectory.eq.edu.au/)

Eligibility enquiries:

If already residing in the location where you work, direct your enquiry to the Local Accommodation Committee/Local Accommodation Officer at your school.

If not yet residing in the location where you work, direct your enquiry to the local Region HR Team. Contact details can be found [here](https://teach.qld.gov.au/contact-us).

Allocation enquiries:

Direct your enquiry to the LAC/LAO/Principal responsible for your school.

Tenancy enquiries:

Direct tenancy related enquiries to Housing Infrastructure by email to HousingInfrastructure.ISD@qed.qld.gov.au

**Additional advice, support and resources**

As well as the extensive range of resources available to assist tenant available on the Residential Tenancies Authority website available [here](https://www.rta.qld.gov.au/), the following may also provide assistance to you:

[Tenants Queensland](https://tenantsqld.org.au/) – a not for profit organisation that provides specialist advice services for tenants

[Queensland Teachers Union](https://www.qtu.asn.au/)