

Report

Housing conditionality, Indigenous lifeworlds and policy outcomes

Logan case study

authored by
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CONTENTS

LIST OF TABLES	IV
LIST OF FIGURES	IV
ACRONYMS	V
EXECUTIVE SUMMARY	1
1 INTRODUCTION	3
1.1 Case study overview and aims.....	3
1.2 Case study method.....	4
2 CONTEXT AND BACKGROUND	5
2.1 Housing situation in Logan.....	5
2.1.1 Housing market—owned, rented and other.....	5
2.1.2 Indigenous and community housing organisations.....	7
2.1.3 Housing and homelessness.....	8
2.2 The policy landscape in Logan.....	8
2.2.1 The Logan Renewal Initiative (LRI).....	9
2.3 Conditionalities in policy and practice.....	10
2.3.1 Tenancy agreements.....	10
2.3.2 Breaches and inspections.....	11
2.3.3 Anti-social behaviour and complaints.....	11
2.3.4 Place-based income management (PBIM).....	12
3 TENANT PERSPECTIVES	14
3.1 Social and cultural capital and constraints.....	14
3.1.1 Indigenous identity and family networks.....	14
3.1.2 Social housing and stigma.....	15
3.2 Tenant agency.....	15
3.2.1 Living with the rules.....	15
3.2.2 Against the rules.....	17
3.2.3 Conditionality: oppressive or manageable?.....	18
3.3 Economic development.....	20
3.3.1 Jobs and the rules.....	20
3.3.2 Home ownership.....	20
3.4 Towards government and Indigenous organisations.....	21
4 GOVERNMENT PERSPECTIVES	23
4.1 Constraints in implementing policy.....	23
4.1.1 Changing policy landscape.....	23
4.1.2 Conflicting values between Indigenous social housing tenants and government.....	24
4.1.3 Lack of integrated services.....	25
4.2 Agency of frontline workers.....	25
4.3 Towards Indigenous tenants and Indigenous and community organisations.....	26
5 INDIGENOUS ORGANISATION PERSPECTIVES.....	28

5.1	Organisational constraints.....	28
5.1.1	Governance	28
5.1.2	Aboriginal and Torres Strait Islander disadvantage	29
5.1.3	Policy and practice.....	30
5.2	Agency of frontline workers.....	31
5.3	Towards government and tenants.....	33
6	RECOGNITION SPACE	34
6.1	Corroding and dissolving.....	34
6.2	Formative and sustaining	36
6.3	Enablers.....	37
6.4	Strategies.....	40
6.5	Key summary points.....	41
7	CONCLUSIONS	42
	REFERENCES	44
	APPENDICES.....	46
	Appendix 1: IMYRP generic questionnaire	46
	Appendix 2: RTA General tenancy agreement (Form 18a).....	48
	Appendix 3: Kingston East Neighbourhood Group Inc. tenancy agreement p.1.....	56

LIST OF TABLES

Table 1: Housing market in Queensland	5
Table 2: 'Renting: know where you stand'	10

LIST OF FIGURES

Figure 1: Logan City.....	3
Figure 2: Social housing in Logan	6
Figure 3: Streetscapes in Logan.....	13
Figure 4: Social housing in Logan	18
Figure 5: Woodridge Housing Service Centre, Station Road, Woodridge	23

ACRONYMS

AHURI	Australian Housing and Urban Research Institute Limited
ASB	Anti-social behaviour
ATSI	Aboriginal and Torres Strait Islander
ATSICHS	Aboriginal and Torres Strait Islander Child Health Service
CHP	Community housing provider
CHIP	Community Housing Infrastructure Program
COAG	Council of Australian Governments
CSHA	Commonwealth-State Housing Agreement
DATSIMA	Department of Aboriginal and Torres Strait Islander and Multicultural Affairs
DFV	Domestic and family violence
DHPW	Department of Housing and Public Works (Queensland)
DV	Domestic violence
HACC	Home and Community Care
IBA	Indigenous Business Australia
ICHO	Indigenous Community Housing Organisation
IMYRP	Indigenous Multi-Year Research Project
IEO	Indigenous Engagement Officer
KENC	Kingston East Neighbourhood Centre
LCCH	Logan City Community Housing
LRI	Logan Renewal Initiative
NAHA	National Affordable Housing Agreement
NHS	National Homelessness Strategy
NRAS	National Rental Affordability Scheme
NT	Northern Territory
NTER	Northern Territory Emergency Response
OSHS	One Social Housing System
PBIM	Place-based income management
QCMD	Queensland Cabinet and Ministerial Directory
RTA	Residential Tenancies Authority (Queensland)
SES	Socioeconomic status
SOMIH	State owned and managed Indigenous Housing
TICA	Tenancy Information Centre Australasia
VIM	Voluntary Income Management
WHSC	Woodridge Housing Service Centre

YFS

Youth and Family Services Ltd

EXECUTIVE SUMMARY

This case study aimed to collect primary data on different forms of housing conditionality which are being applied in the management of Aboriginal and Torres Strait Islander social housing tenancies in Logan, a large and fast growing city in south east Queensland. As part of the Indigenous Multi-Year Research Project (IMYRP), the study focused on the following research areas: different types of conditionality; the influence of conditionalities, Indigenous lifeworlds and governance on housing outcomes; the form and emergence of conditionality which enables a recognition space; and good practice and policy principles.

In the period October 2013 to March 2015, the researcher conducted over 30 interviews in many locations across Logan with three participant groups: Indigenous social housing tenants, employees from the Woodridge Housing Service Centre (WHSC) in the Queensland Department of Housing and Public Works (DHPW), and Indigenous and community organisations. The interviewees discussed their views on the rules of tenancies, difficulties with the rules, what was helping with the rules and also good practice in the management of tenancies for Indigenous people. The participants' perspectives defined a form of recognition space for exploring differences around the application of conditionality and also their knowledge and understanding of Indigenous lifeworlds.

The findings showed that different forms of conditionality were applied by the various agencies which manage social housing tenancies in Logan. From the perspectives of government, a client's ability to achieve and sustain a tenancy has many influences, however the government's provision of housing requires that the tenant abide by the rules in order to keep their tenancy. In the context of tightened eligibility and continuing demand for public housing stock, the government has applied its anti-social behaviour policy in a way that appears to focus on rules and less on the needs of the most disadvantaged. Community and Indigenous organisations were dealing with the same rules but took a more adaptive approach. Tenants with high needs underwent intense case-management to identify their strengths and the areas in which they needed most support. These organisations prioritised the provision of wrap-around services in order to ensure tenancy success. Front-line workers in all agencies were able to adapt their approaches to some extent according to individual or agency values and goals, however, they were also limited by their institutional roles.

Key findings

As set out below, the key findings from the interview responses defined the perspectives of the three participant groups: tenants, government and the Indigenous and community organisations.

Tenant perspectives:

- Social and cultural networks are strong for most Indigenous social housing tenants who live in urban metropolitan Logan.
- Older Indigenous tenants on welfare support want to remain in social housing.
- Indigenous tenants often felt lack of trust and respect from housing managers.
- Some younger tenants feel trapped in social housing because of the rules.
- Tenants with a poor rental history found it difficult to achieve tenancies, particularly if TICA listed.
- Tenants did not feel informed or consulted about the changes in tenancy management or other aspects of the Logan Renewal Initiative.

Government perspectives:

- The change in rules (July 2013) required a change in thinking about social housing tenancy around eligibility and acceptable behaviour of tenants.
- Better coordination between tenancy management and other agencies will potentially come under Logan City Community Housing (later in 2015).
- Indigenous tenants are getting used to being assessed on the basis of need with no special considerations.

Indigenous and community organisation perspectives:

- Tenancy management needs good governance and cultural awareness.
- Indigenous social housing tenants need better advocacy.
- A wrap-around service with a single entry point works well for Indigenous tenants.
- A holistic approach to tenancy management with a focus on families, such as children and school attendance can provide better support.
- Face-to-face communication can achieve greater trust between tenants and managers.

Enhancing the recognition space:

- Managers need to understand the parameters of Indigenous disadvantage and to acknowledge tenants' perceptions of racism and lack of respect.
- Rules based on mainstream behavioural norms are a barrier for Indigenous tenants and should be applied in more flexible ways.
- If the rules are applied with closer and more effective communication and support, the most disadvantaged Indigenous tenants will be more able to acquire appropriate tenancy credentials, particularly rental histories.
- Everyone has a right to secure, safe and affordable housing, and so government must fund services for those who are most disadvantaged, including the homeless.

In the shared space of Indigenous social housing tenancy there were many corroding influences, including perceptions of stigma associated with disadvantage which co-existed with more positive features, such as wrap-around services. By strengthening the enabler programs and strategies, such as agency partnering and good governance, the core goal of safe and sustainable housing seems more achievable. Tenancy management which prioritises good communication based on respect and trust is positioned relatively well in the recognition space.

In line with the case study findings, governments need to understand the primacy of housing for addressing Indigenous inequality. Policy which provides for the provision and funding of special services for Indigenous social housing tenants is required to address their multiple and complex needs. The facts of Indigenous disadvantage should not be ignored. Potential barriers for achieving safe and sustainable tenancies need to be recognised so that people can be supported towards better lives.

1 INTRODUCTION

1.1 Case study overview and aims

The Logan case study report is one of five case study reports within the larger AHURI Indigenous Multi-Year Research Project (IMYRP) which investigates the housing conditionality, lifeworlds and policy outcomes for Indigenous social housing tenants in urban, regional and remote Australian locations.

As an urban location, Logan is a city of 64 suburbs in south east Queensland between Brisbane and the Gold Coast (see Figure 1 below) and is one of the largest and fastest growing regions in Australia. The city is an ethnically diverse community with 215 nationalities within an official population of 300 667 including an Indigenous population of 7795 (profile.id 2014b). Indigenous people from across Australia live in the region today, but the local Traditional Owners are the Yugambeh-speaking people in the south-eastern areas and Jagera-speaking people in the north and west. Aboriginal and Torres Strait Islanders in Logan City are likely to be overrepresented in the high needs group, since it is well documented that higher proportions of Indigenous Australians, compared to non-Indigenous Australians, experience multiple disadvantage (SCRGSP 2014, p.1). Of all Indigenous households in Logan City, 18.4 per cent are renting social housing (profile.id 2014a). Many Indigenous social housing tenants live in the more densely populated suburbs including Woodridge, Beenleigh, Slacks Creek, Kingston and Logan Central where there are higher concentrations of social housing and associated disadvantage (Zappia & Cheshire 2014). Most government and community service providers are also in these suburbs.

Figure 1: Logan City



Source: Adapted from Logan City Council map (<http://www.logan.qld.gov.au/about-logan/living-in-logan/maps>)

The main aims of the Logan study were to explore the perspectives of Indigenous social housing tenants, government and Indigenous organisations in relation to conditionality, in order to identify good practice and policy principles that promote positive housing outcomes. At an analytical level, the study also aimed to contribute a better understanding of the recognition space in which these perspectives coexisted.

Four overarching research questions were set out to guide the IMYRP case studies. These questions are:

1. What are the characteristics of different types of housing conditionality and how effective are they in achieving positive housing outcomes for Indigenous people?

2. How does the intersection between these types of housing conditionality, and Indigenous lifeworlds and Indigenous governance arrangements, influence housing outcomes for Indigenous people?
3. Is there an identifiable form of conditionality which enables a recognition space that permits shared understanding of the values and constraints of government workers, Indigenous tenants, housing managers and community leaders? What are the conditions of its emergence, and to what extent does it support improvements in Aboriginal housing?
4. Are there identifiable good practice and policy principles that have specific use in particular contexts or that are useful across all contexts that can be elicited from this analysis?

1.2 Case study method

The field investigations in Logan were carried out from October 2013 until March 2015. During this period the researcher travelled to Logan from Brisbane for full day and part day visits to meet with stakeholders and interviewees.

Following initial discussions with the management of Woodridge Housing Service Centre (WHSC), the DHPW presence in Logan, many stakeholders were contacted with a view to further discussion. The Indigenous Engagement Officer (IEO) at WHSC also advised on the many representative Aboriginal community groups in Logan and early contact was made with several Elders' groups. The Logan District Aboriginal and Torres Strait Islander Corporation for Elders facilitated engagement with other community organisations and also with prospective tenant interviewees. During the field investigations, the researcher relied mostly on 'snowball' sampling whereby one tenant would assist making contact with another tenant.

Field investigations took two main forms: scoping discussions and in-depth interviews. Initial or scoping discussions provided useful context for the study with a few leading to further interviews. Initial consultations were undertaken with stakeholders from state government (4), Indigenous organisations (9) and not-for-profit organisations (3).

In-depth interviews included both semi-structured and structured formats depending on the individual participant. All in-depth interviews were guided by a survey instrument comprising 21 questions (Appendix 1) which took from 40 to 60 minutes to complete. Most in-depth interviews proceeded without an initial interview. In-depth interviews were conducted with Indigenous social housing households (18), DHPW staff from WHSC (3) and staff of Indigenous and community organisations (6) which manage social housing tenancies. Tenants were interviewed in their homes (except one man who was attending a service agency and an elder at the WHSC) and each received a cash payment of thirty dollars. Participants included men (6) and women (12) ranging in age from 20 to 74 years old. Most (13) were between 30 and 60 years old. Each interviewee was given a code name (e.g. L_5) to anonymise their responses, as included in this report.

There are some limitations of the study to be considered. The researcher selected participants from government as well as Indigenous and community organisations on the basis of advice from other agencies and also on their individual willingness to be interviewed. Tenant interviewees were not intended to be a representative sample of all Indigenous social housing tenants in Logan. Nevertheless, by following a key informant approach, contact was made with a wide range of people with knowledge and understanding of the local community and also housing issues.

In accordance with the ethical protocol for this research, interviewees gave their consent to be involved with the study but are not identified in this report.

2 CONTEXT AND BACKGROUND

This chapter of the case study report sets out the current housing situation in Logan, the policy landscape, and aspects of the conditionalities operating in the management of social housing tenancies.

2.1 Housing situation in Logan

During the 1960s, people were attracted to Logan by the sale of cheap land for housing compared to Brisbane. Urban development proceeded rapidly and Logan was declared a city in 1981 (LCC 2015). Just over 30 years later, median house prices were less than the state and regional averages (LCC 2013). While Logan may be a more affordable option for home ownership than many other locations, there are significant difficulties relating to supply and affordability. For low-income earners there are further difficulties as they seek accommodation in the limited social housing sector as demand continues to rise. As discussed in a number of recent reports, Logan City is undergoing housing stress as a result of its fast growing and highly disadvantaged population (Zappia & Cheshire 2014).

The role of Indigenous and community organisations in Logan has been significant over recent decades in providing crisis, transitional and long-term social housing for the disadvantaged groups, including Indigenous people. Service providers have expressed concern over the rate of homelessness in the Logan community which they believe is more widespread and more complex than officially reported (LHHN 2012).

2.1.1 Housing market—owned, rented and other

According to the DHPW, the significant pressures currently operating for owners and renters across Queensland relate to affordability and supply and are based on the rises in median house prices and mortgage payments provided in the 2011 census (Queensland DHPW 2013d). High demand by low-income earners on the social housing sector can be seen in the waiting times. As of 30 June 2013, the average waiting time for new households eligible for social housing in Queensland was nine months (DHPW 2013d, p.2) but anecdotally this was said to have decreased in 2014.

Queensland's housing market includes 61 per cent who are homeowners with or without a mortgage and 32 per cent renters. By comparison, 63.5 per cent of Logan people own their dwelling or have a mortgage and 30.4 per cent are renting, (LCC 2013, p.25).

Table 1: Housing market in Queensland

	Home owners/mortgage	Renters	
		Total renters	% Social housing
Queensland +	61%	32%	3.95%
Logan +	63.5%	30.4%	4.7%
Indigenous in Logan *	39%	58%	18%

Source: + LCC 2013; * ABS 2013a

Note: Home ownership/mortgage and renter percentages do not add to 100 per cent as 'Other types of tenure' was not included here.

Logan has a reputation for being an area with relatively low-cost housing including private rental accommodation. The 2011 Census showed that Woodridge, for example, had a median rent of \$250 per week which is lower than the Queensland median rent of \$300 (ABS 2013b). People of Logan City (4.7%), however, are more

likely to be renting social housing than people in the rest of Queensland (3.95%) and a relatively high number of Indigenous households in Logan (18%) are renting social housing. Since 2006, renting of social housing has decreased while private rentals have increased (LCC 2013, p.25). Service providers have expressed concern about the increasing competitiveness for private rentals, and that low-income earners may be further marginalised out of the private rental market (Zappia & Cheshire 2014).

Logan is representative of all types of social housing in Queensland. The majority of social housing is rental housing that is funded or partly funded by government and that is owned and managed by government, including public rental housing and some state-owned and managed Indigenous housing (SOMIH). There is other social rental housing in Logan that is owned by government but managed by the not-for-profit sector which also owns and manages mainstream community housing and Indigenous community housing.

Figure 2: Social housing in Logan



Source: Daphne Nash

The distribution of social housing in Logan is reflected in the socio-economic characteristics of its population. With a SEIFA index of 970.9, the population of Logan City is relatively disadvantaged in terms of income, educational attainment and employment. The level of disadvantage is not uniform across the city, but some suburbs have as high as 17–18 per cent public housing stock (LCC 2013). These houses with relatively low rents have provided affordable housing for low-income earners and so have accounted for the concentrations of disadvantage in particular suburbs, such as Woodridge. These demographics may be about to change. The ageing stock and increasingly high maintenance costs have caused the government to rethink its role and the future of social housing in Logan (see Section 2.2.1).

Meanwhile, the demand for social housing in Logan generally exceeds the supply. The housing register operated by the DHPW lists the number of people who are waiting for social housing tenants, their relative need, as well as the waiting periods of

applicants who have been housed. As of 30 June 2013, there were 5443 Indigenous people across Queensland on the waiting list for public housing, including 161 for Logan, the area serviced by the Woodridge Housing Service Centre (WHSC). The relative need of those 161 applicants was assessed by DHPW and 116 had moderate, high or very high levels of need. Waiting times varied, for example 50 applicants had been waiting for less than six months; 33 for 6 to 11 months; 30 for one to two years; 10 for two to three years and four had been waiting for three to four years (Queensland DHPW 2013c).

The demand for social housing as well as other rental properties is high. One government frontline worker indicated the scale of potential demand:

I have these statistics on the wall of my office to remind me of how difficult the situation is in Logan. There are 42 445 people relying on Centrelink payments and there are only 5356 social housing properties. ^{L-3}

This level of demand for social housing is significant for Indigenous people who are known to include the most disadvantaged Australians. Added to this pressure is the One Social Housing System (OSHS) which is 'the integrated system for the provision of all housing services funded by the government' (Queensland DHPW 2014), in which housing is given to people with the greatest need, based on strict criteria. A senior government employee informed the project that under the proposed community housing tenancy management, there would be no Indigenous-only housing. Currently the DHPW manages about 50 properties in this way.

2.1.2 Indigenous and community housing organisations

At the time of the study, three Indigenous housing organisations were operating a relatively small number of social housing properties for Indigenous people in Logan: Mununjali Aboriginal Housing and Development Company in Beaudesert, Beenleigh Housing and Development Company and also Black Housing based in West End.

Following the financial demise of Logan Housing in the late 1990s, Mununjali took over the management of the 30 properties, renting exclusively to Indigenous social housing tenants. The other significant Indigenous housing provider in Logan is Beenleigh Housing Development Company which owns and manages social housing properties for Indigenous people only. (Anecdotally, Beenleigh's stock is about 50 houses, but that figure was not confirmed). The third and relatively minor player is Black Housing based in West End who currently rent only five properties to Indigenous social housing tenants in the Logan area.

When the Community Housing Infrastructure Program (CHIP) ended in 2008, the Australian Government did not provide any further specially directed administrative funding to Indigenous Community Housing Organisations (ICHOs). The Queensland Government took over management of some ICHO properties under the One Social Housing policy. Some organisations, such as Mununjali, chose not to transfer their housing assets to the department responsible for housing and continued as a registered housing provider. This involved significant modification to policies including rent, eligibility and allocations from the central social housing register as well as more stringent accountability requirements. According to staff of Mununjali, programs have been constantly under threat because of lack of resources. Beenleigh Housing also continued to manage its properties, but without the direct recurrent funding previously provided under CHIP, the organisation is experiencing much reduced capacity with only two part-time staff members and no evident administrative presence.

Apart from Indigenous housing organisations, Logan has several non-government or not-for-profit organisations, including Youth and Family Services (YFS) and the

Kingston East Neighbourhood Centre (KENC) which deliver crisis, transitional and long-term accommodation and regularly support Indigenous clients. Both these services are located in the area of the 'Big Five' most populated suburbs of Logan in the vicinity of Logan Central. These services have provided crisis and temporary accommodation for Indigenous clients. Over recent years, the level of involvement of some community organisations has decreased, for example most recently as the DHPW prepares to transition to a new management consortium, YFS has 'lost' 60 properties from its tenancy management portfolio and now has a total of only 40 houses for their crisis, transitional and long-term housing programs. ^{L27}

2.1.3 Housing and homelessness

Estimates of homelessness in the Logan-Beaudesert area from the 2011 Census suggest that there are 1066 homeless people and a further 1015 who are living in overcrowded, improvised or marginal accommodation (LHHN 2012). Given the debate about the possible under-reporting of homelessness in the census, these are probably conservative estimates (AIHW 2014). From conversations with study participants, it seems clear that there are significant numbers of Indigenous people either at risk of homelessness or indeed homeless, who may not have been included in those numbers. Furthermore, homeless Indigenous people may have culturally related needs which have not been fully explored or understood and which may impact on their ability to achieve and sustain tenancies (Memmott et al. 2012).

There are many non-government organisations with significant Indigenous involvement as part of 'at least 18 different networks in Logan' ^{L29} which result in difficulties with service tracking for clients. This study recruited participants from YFS, KENC and Ganyjuu who deal with housing issues as part of their government-funded family support programs for Indigenous people. Service providers in Logan are very aware of homelessness in the Indigenous community but have limited resources to cater for the complex needs of those seeking assistance. An Aboriginal staff member of one agency spoke of several cases where services are not meeting needs, including a single mother living in a car with children having been evicted because of a debt with DHPW.

Information from other service providers about requests for assistance suggests that there are many Indigenous people with multiple needs including suitable housing. According to the Annual Report 2013–14, YFS received 4811 requests for assistance concerning homelessness, being 43 per cent of all requests to their Information Referral Advisory Service. Also in that year YFS managed 105 properties and housed 499 people (YFS 2014). This level of requests for assistance is documented also for other agencies in Logan (see LHHN 2012).

2.2 The policy landscape in Logan

In the context of public housing in Logan, the Australian and Queensland Governments share the policy landscape. Both governments provide funding for a number of relevant programs that the Queensland Government delivers, as the owner and manager of most of the low-cost housing for low-income earners. Currently, however, the policy landscape is changing in Logan with the transfer of public housing management underway.

Significant policy changes have been made concerning Indigenous people and housing over the last decade. Since 2004, Aboriginal and Torres Strait Islander housing policies and programs have been mainstreamed by the Australian Government. In particular, State-owned and managed Indigenous housing (SOMIH)

was integrated with public housing policy and service delivery under the One Social Housing System (OSHS) in 2005–06.

The OSHS and the transition from the Commonwealth-State Housing Agreement (CSHA) to the National Affordable Housing Agreement (NAHA) brought important reforms. The NAHA aimed to increase housing affordability and assistance along with other initiatives including the National Rental Affordability Scheme (NRAS) which was discontinued by the Australian (Abbott) Government. These policies emphasised the view that housing assistance should be given on the basis of need rather than security of tenure. Also the National Homelessness Strategy (NHS) was a main driver for change. The NHS focused on the prevention of homelessness and the provision of integrated service delivery to people who are vulnerable to homelessness.

Following a change of government in Queensland in 2012, housing and homelessness were included under the same state government portfolio, the DHPW. As part of this integrated approach, the Queensland (Newman) government developed *Housing 2020*, a strategy aimed to integrate the delivery of housing services particularly through partnerships with NGOs. As indicated by the Queensland Minister for Housing in 2012, the government faced challenges for the management of social housing in terms of 'an ageing property portfolio, growing demand for housing assistance and a lack of available properties' (QCMD 2012).

In Logan, NGOs, such as YFS and KENC have been receiving government financial assistance to deliver a relatively small share of affordable housing and related services. However, the role of individual organisations is subject to change as government initiatives for the region are rolled out under the Logan Renewal Initiative (LRI) and the transfer of public housing management to Logan City Community Housing (LCCH).

2.2.1 The Logan Renewal Initiative (LRI)

As part of the *Housing 2020* strategy, the Queensland Government has focused on Logan as a recognised disadvantaged area. The LRI was designed 'to rejuvenate and reconfigure state-owned and managed social housing while increasing the supply of affordable rental and sale to market properties' in line with the challenges identified by the Minister (LHHN 2012, p.5). Under these new policy settings, ageing stock is being sold and new housing will be built in new and old locations. The previous (Newman) government had committed to building 500 additional social and affordable dwellings in Logan by 2020 (Queensland DHPW 2013b, p.9).

The LRI stipulates that community housing organisations will take over management of a significant proportion of public housing tenancies in Logan. The program of change is underway as Blue CHP and Compass Housing Services have formed into Logan City Community Housing (LCCH) to develop and manage affordable housing in the region. At the time of writing, the management and staff of WHSC were preparing to become part of Compass and will continue to manage social housing tenancies. The DHPW will (in most cases) own the properties and will continue to process applications and manage the housing register (waiting list).

From discussions with government housing staff, it seems that until Compass are fully operational in Logan, possibly by late 2015, it is unclear how significant or immediate the changes will be and how much these changes will impact on tenants. It would seem likely that if the planned sales of selected rented properties go ahead, then there may be further shortages of affordable housing in Logan, at least in the short term.

2.3 Conditionalities in policy and practice

2.3.1 Tenancy agreements

Social housing tenancies in Queensland are subject to the *Residential Tenancies and Rooming Accommodation Act 2008* administered by the Residential Tenancies Authority (RTA), a Queensland statutory body.

The DHPW uses the standard RTA tenancy agreement (Appendix 2) for its social housing clients across Queensland. Apart from the agreement form there are other forms to cover various aspects of the tenancy processes, such as tenant maintenance and leaving the property. Non-government service providers can choose to use the RTA agreement or develop their own agreement. YFS Ltd and Mununjali use the standard forms whereas KENC use their own customised tenancy agreement form (Appendix 3) for the first three months. After this period, KENC uses the standard RTA forms as required. The main purpose of KENC's initial tenancy agreement form is to ensure that the agreement between the tenant/s and KENC is more immediate and relevant. It has a simpler format than the RTA tenancy agreement form and includes some conditions specific to KENC and its programs, such as around supervision of children and zero tolerance for domestic or family violence.

When tenancy managers including the DHPW use the standard RTA agreement, tenants are required to conform to mainstream behavioural standards in areas such as day-to-day living, financial management, property maintenance and compliance with the residential tenancy agreement. When the tenant signs the agreement they are subject to the conditions set out in the contract. All tenants attend in person to sign the agreement.

The DHPW website contains a large amount of relevant information and there were flyers and RTA coloured poster cards in the foyer of the WHSC. Tenant and manager rights and responsibilities according to DHPW are reproduced in summary side-by-side in Table 2 below.

Table 2: 'Renting: know where you stand'

Tenants	Managers/lessors
Pay rent on time	Respect your tenants' privacy and comply with entry requirements
Keep the place clean, tidy and undamaged	Carry out repairs and maintenance
Respect your neighbours' right to peace and quiet	Meet all health and safety laws
Get your bond back fast (direct deposit)	Lodge bond with the RTA
Know your rights and responsibilities	Complete forms carefully and keep a copy
	Know your rights and responsibilities

Source: Residential Tenancy Authority (<http://rta.qld.gov.au>)

The frontline staff and tenants who participated in this study have all spoken about their understanding of the most important rules of tenancy. In relation to Indigenous tenants, the workers were clear about the need to explain about tenant and provider responsibilities. Most tenants, however, did not remember details about their initial conversation with the tenancy officer/frontline worker.

With reference to Table 2 above, the rules and rights of the tenants listed on the left-hand column match well with the responses of the study participants as the main rules of tenancies. By contrast, participants mentioned only the second rule for managers,

namely their responsibility to carry out repairs and maintenance. For many participants, this rule was a source of disagreement about the kinds of maintenance that were the responsibility of the tenants. As this study shows, tenants and managers sometimes had different views of their respective obligations and responsibilities.

2.3.2 Breaches and inspections

Social housing tenants experience a range of administrative processes and various levels of engagement with tenancy managers depending on the progress of their tenancy. House inspections are compulsory and there are standard processes for any breach of tenancy conditions.

Under the RTA agreement, if a tenant breaches any aspect of the agreement, the tenancy management issues a Notice to Remedy Breach, by mail, to the tenant who then has seven days to address the problem. Failure to do so may incur a second notice. If there is no contact from the tenant with the manager and another breach notice is issued, then the tenancy may be at risk. There are many ways in which a tenant can breach, but the most significant (and common) breach which can lead to eviction is rent arrears.

As part of the tenancy management procedure, the service providers conduct inspections of their properties. The standard procedure is for regular three-monthly inspections by WHSC workers. In practice, and according to tenants, the procedure may vary in frequency and also in the approach taken by the inspecting worker from different agencies, for example one family 'only had a couple of inspections over the last four years' ^{L-26} and another tenant said that the person inspecting 'only looks around the outside. They don't come inside anymore, but they used to' ^{L-21}. Most tenants and managers, however, experienced regular and standard inspections.

The main purpose of inspections is to assess the physical condition of the property, including maintenance needs, but also regular visits allow monitoring of the tenants' ways of living. For example, tenancy managers become concerned if the number of people in a house exceeds that of the tenancy agreement because of the increased potential for damage. This is relevant to Indigenous and Pacific Islander families who are recognised for living in large families and sometimes with more than one family in the house. For Indigenous tenants, the managers reported that most breaches are remedied quickly when the tenant is made aware of the problem. They also reported some administrative difficulties around some tenants not reading their mail or responding to phone contact. It is likely that Indigenous cultural attitudes regarding dealings with government institutions and other authorities have influenced these responses. The tenants may be acting out of a sense of shame over a possible breach of their tenancy or fear of committing another offence. (These issues are discussed further in Section 3.3.1 and Chapter 6: Recognition space.) Many tenants on the other hand were not convinced about the fairness of the rules, particularly in relation to what has become known as anti-social behaviour.

2.3.3 Anti-social behaviour and complaints

In July 2013, the Queensland Government brought in the anti-social behavior (ASB) policy in order to reduce the incidents of disruptive behavior by tenants and to reduce the amount of deliberate or reckless damage or illegal activities (Queensland DHPW 2013a). The details of what constitutes ASB and the procedures following a breach have been set down by the DHPW in terms of a strikes-based process.

ASB can be minor (e.g. excessive noise from a party), serious (e.g. harassment of a neighbour) and dangerous or severe (e.g. physical assault or drug trafficking). A strike can be given for any of these behaviours and in the case of severe behaviour, the

tenancy is likely to end after one strike. A strike is given in the form of a written Strike Notice issued together with a Notice to Remedy Breach. If the tenant receives three minor or serious strikes within 12 months, then the tenancy is at risk.

The ASB policy has been received positively by some tenancy managers, but it has greatly increased their administrative workload. On the positive side, the strikes process has set down a path for workers to follow in the cases where tenants repeatedly breach. Whether these kinds of regulations are an effective way of achieving and sustaining tenancies for disadvantaged clients is considered further in this study.

2.3.4 Place-based income management (PBIM)

Following the report of the inquiry into child abuse in the Northern Territory (NT Government 2007), the Australian Government introduced income-management as part of the Northern Territory Emergency Response (NTER) in order to quarantine a percentage of welfare payments for priority spending on items such as food, housing, clothing, education and health care. Through an arrangement with Centrelink, a person's income was managed (and accessed through a pin-protected BasicsCard) because they had been identified as vulnerable or because they had volunteered. Initially, the program was designed to address Indigenous disadvantage in the NT, but was later expanded by successive Australian governments to other regions such as Perth metro. From 1 July 2012, five trial sites (Logan and Rockhampton in Queensland, Bankstown and Shepparton in NSW, and Playford in South Australia) were targeted for the implementation of PBIM. Across the five sites, the majority of people on the program at any given time have been non-Indigenous, for example in January 2015, 83 per cent were non-Indigenous (DSS 2015). Indigenous people, however, have been overrepresented in the statistics, such as in Logan, as of 29 November 2013, 109 people or approximately 14 per cent of people on PBIM were Indigenous (FaHCSIA 2013), out of a total Logan population in which Indigenous people are about 2.5 per cent.

Evaluation of PBIM has showed mixed results for the program across all sites (Deloitte Access Economics 2014). For Logan, 467 of a total of 1484 had exited from the program as at 29 August 2014, although some may have been repeat customers (SCAC 2014). It is not clear, however, that income management has succeeded in building capacity to behave responsibly after exiting the controlled program which lasts for 13 weeks, in the first instance.

For this case study, very few Indigenous tenants who were interviewed were on income management or knew people who were. So, although in the early stages of the project PBIM was to be a primary focus of investigation, this did not eventuate. Instead, this report includes some comments from tenants, government employees and community organisations on the local impact of the program.

Figure 3: Streetscapes in Logan



Source: Daphne Nash

3 TENANT PERSPECTIVES

Social housing tenants in Logan have been identified as relatively disadvantaged members of the community with high to very high needs (Zappia & Cheshire, pp.8–9). These tenants may be dealing with multiple and complex problems, such as family violence and mental health issues. As Indigenous social housing tenants, all the tenant participants in this case study belonged to a disadvantaged group in Logan and the combination of their Indigeneity, low income and, in some cases, multiple health issues suggests that their eligibility was based on high or very high needs.

The interview participants' eligibility for social housing varied widely according to individual circumstances. Some were relatively new to their current social housing following recent significant and difficult life circumstances, such as homelessness, but they had been in social housing previously. The majority of participants were relatively long-term social housing tenants and some of the older tenants had been living in the same house for many years.

3.1 Social and cultural capital and constraints

3.1.1 *Indigenous identity and family networks*

A sense of identity associated with strong family ties is central to social and cultural networks of Indigenous tenants in Logan. The majority of participants spoke about the strengths that they felt from their Indigenous identity particularly from their own family but also from the local Murri community. Three tenants offered their views: an elderly woman who now lives alone said that 'close family is the strength, it's my community' ^{L_17}; a middle-aged woman staying with her daughter and grandchildren smiled when she commented that 'being together ... the atmosphere is so deadly when we're all together'; ^{L_24} and a middle-aged man who continues to struggle with alcoholism and lives with his wife said:

Every time I go down the street in Woodridge I see Murri people at the bus depot and the railway station I feel stronger when I sit with them, like they're my own flesh and blood, my people. ^{L_25}

Most participants held the view that their family members were helping them meet the housing rules although it was not always easy. As one woman who has had difficulties sustaining her tenancies because of family behaviours explained:

Yes, they're helping me stick by the house rules. My teenage son is not allowed to have his friends over. And my uncle (he's an alcoholic) ... goes out to drink and I'll go and pick him up when he's ready to come home. He must not drink here. ^{L_15}

The tenant had developed some assertive strategies to cope with the behaviour of family members so that she would have a better chance in her tenancy. Another woman with a grown-up family (living alone with a disability in a one-bedroom flat) captured the tensions about Indigenous identity as follows:

Family is strength for me. The Indigenous community makes me proud to be Murri! But it's also sad—there's a lot of street people, Aboriginal people in Logan. But family is about strengths, about being independent and raising my family and seeing the way they are now. There's a lot of respectable people out there and we don't get enough recognition. ^{L_16}

The relationship between identity and social and cultural capital is complex. However, the responses suggest that sense of identity can be both a strength and potential challenge for participants in living by the rules of their tenancies.

3.1.2 *Social housing and stigma*

With low incomes based on pensions and other welfare payments, most participants said that they could not pay the higher rents demanded in private rentals and that while their circumstances remained the same they intended to stay in social housing. Two younger families who were very keen to move to better houses in a different neighbourhood felt a stigma for themselves and their children resulting from living in social housing. As one couple stated:

I don't agree with all social housing properties being together (male); it pulls my kids' mental states down—here they learn to relate to alcohol and drugs (female). ^{L_18}

With the combined incomes of a full-time student and a stay-at-home parent, the young family had very few resources to draw on for exiting social housing. They were upset about how they recently lost income when they moved in together and also that they incurred an increase in rent. Since then, they had applied for a transfer after a complaint from a neighbour about their children's behaviour in the front yard. One older tenant who had seen many similar situations explained:

... there are requests for transfers because of dissatisfaction over neighbours who complain about kids throwing rocks, making noise etc. And our people say 'Don't go putting it on my kids' ... it causes arguments and so they want to move away. ^{L_22}

Without mutual respect and strong links with neighbours, Indigenous tenants prefer to avoid further conflict by moving house rather than lose face.

3.2 **Tenant agency**

Participants' attitudes to the rules of tenancy reflected their ability to comply with the rules as they understood them which in turn reflected their individual social, economic and health needs. All participants had a basic understanding about the main rules, namely: pay the rent, maintain the property, and respect neighbours (as shown in Figure 2 above). Most participants thought the rules were justified and should continue although many commented on the difficulties they encountered in following the rules. A small but vocal minority were opposed to the rules on the basis that they were oppressive for Indigenous people who are the traditional owners of the land.

Aboriginal people shouldn't need to pay rent ... Can I say that? This is my country here, Logan. Paying the rent is the most difficult. Because it's our land and it gets to me to pay rent. ... And the BasicsCard—it's so wrong! I would go to gaol before I'd go on a Basicscard. ^{L_24}

This highly negative perception of income-management differed from the one tenant who was under income-management (VIM). Nevertheless, Indigenous people were aware that people could be referred for PBIM and so it represented another potential threat of state control in their lives.

3.2.1 *Living with the rules*

Ability to pay the rent is not only related to income but to one's ability to control and effectively manage other aspects of life. Most participants were receiving welfare payments as their primary or only source of income. Their rent payments were made through Centrelink and payments were deducted automatically. Most participants preferred this method of payment because they did not need to remember the dates when the payments were due or take any further action. Dissatisfaction occurred however when payments were stopped for some reason, such as increased income,

and resulted in rental arrears. A tenant explained how other factors in her life make it difficult to comply with the rules:

Paying the rent is the hardest. When Centrelink payment stops, then rent doesn't get paid. You're supposed to keep appointments, but Centrelink stop payment. When your kids are bashed; and they've seen me bashed, then there's so much going on in our lives. About Centrelink—they need to find out from the family themselves about their circumstances—stress and health. ^{L_9}

While rent is the major economic concern for tenants with the threat of eviction for rental arrears, participants also felt 'at risk' because of potential breaches for anti-social behaviour (ASB) and property damage. Costs can be difficult to meet and payment of arrears may not be high in the participant's priorities compared to their day-to-day expenses for basic needs, such as food and health. A young mother commented:

We've had one strike ... the neighbour across the street complained about the kids' mess out in the front of the house—anti-social behaviour. We didn't have money to pay for the rubbish to be removed or the grass to be mown so we couldn't remedy. ^{L_18}

For tenants to be able to take control in the most effective way they need good information about their responsibilities and rights. As one couple explained, communication between them and tenancy managers could be better and more appropriately targeted for Indigenous people:

They need to communicate the rules, not by paper, face-to-face. They can give them on paper, but a lot of people won't read it. Even non-Indigenous people need to be informed (male). The way of approaching people would have to change. A letter is not going to get through to people; has to be face-to-face (female). ^{L_12}

Similarly, an elderly long-term tenant of an Aboriginal housing organisation commented:

When people are going to rent a house, [Aboriginal housing org.] should make it their business to meet them, give them the rules ... because blackfellas don't take much notice of what whitefellas say. There should be a meeting in Logan—once or twice a year to tell us about things. We don't want to get a shock in a letter! ^{L_17}

Many participants felt that there were times when the rules were a significant concern and certainly to be feared. These sentiments are highlighted in the following comments:

Some people get behind in their rent and can get evicted. They need a second chance! ^{L_19}

Several tenants mentioned people's fear of receiving mail from DHPW or other landlords and that the letters commonly would not be read:

Not reading letters? It's because of fear of eviction. ^{L_12}

My mother was in a [government] rental in Logan and whenever there was damage they'd try to keep it a secret, cover over the damage so that they wouldn't be in trouble or lose the house. ^{L_14}

I've been two years at this address; before that about nine months homeless with two sons—couch surfing with relatives and friends. Before that I was in a government house for two years, but got into rent arrears—I was going

through a divorce at the time. The gas, electricity and the rent—I couldn't keep up with the payments. We'd go without hot water for nearly two months. I was a single mum with no child support from the dad. With five children, I put it to Housing: Why put a single mother in a house with two bills—gas and electricity? It just confused me! ^{L_15}

Eviction from DHPW means the tenant may need to wait up to twelve months before being eligible for government housing, causing temporary housing stress at least. For those who have been evicted from private rental, it can be very difficult to rent again, particularly if a record of their eviction is held on the Tenancy Information Centre Australasia (TICA) database. The company collects information from members about rental history, including evictions which can be given or accessed on subscription and is reportedly well used by real estate companies. Although government agencies do not record on TICA, some agencies including DHPW do access the information to assist tenants. From a tenant's perspective, TICA listing can be another barrier they must overcome (see similar view of TICA from organisational perspective in Section 5.1.3).

3.2.2 *Against the rules*

Most participants demonstrated some dissatisfaction in their current housing and indicated a desire to move. Their stories of the mismatch between their needs, as they saw them and the rules described varying levels of agency. The responses of the participants were divided between wanting to stay in their current housing but feeling under threat from the rules, and wanting to move, that is to apply for transfer and having to fight against the relevant rules to do so.

Common reasons given by participants for wanting to stay or to leave a house related to size; the physical conditions; if it were a family home; and its location relating to neighbours and services. A few tenants had recently been relocated from larger houses to one-bedroom units and were dissatisfied about how their living choices were constrained by the smaller-sized houses. One middle-aged participant expressed her desire for space in a typical way:

I was willing to down-size [from a house], but the department is not willing to help. They're only offering a one-bedroom unit and I want two bedrooms. I want to be able to cater for my grandchildren. Housing says: 'No, we cater for you!' ^{L_11}

Others wanted to move to a bigger house but had encountered problems over rules about size-appropriate dwellings for families with children. This mother told her family story:

To tell you the truth I'm getting sick of Housing ... I've got a transfer application in but they say I might not be eligible for a bigger house. They reckon my two sons, 15 and 11 years old, can share and my two daughters (14 and 9) but the 15-year-old wants his own space. He's having problems after his father died ... I let him sleep in the lounge room ... They said I can stay here until something happens... I've put in for a transfer for a bigger house but YFS said I might not be able to get it—I'm not eligible as the current house is seen as adequate for four children. ^{L_26}

Anecdotally, larger families have encountered longer time periods on the waiting list for government housing in Logan. Another participant commented:

I know of big Aboriginal families who have been on the 'list' for years and want public housing. Currently they are in private rentals and some are homeless—couch surfing or in hostels. ^{L_15}

Figure 4: Social housing in Logan



Source: Daphne Nash

3.2.3 Conditionality: oppressive or manageable?

Several rules govern people's eligibility for social housing, their ability to remain in that kind of housing and the reason for their exiting from social housing. The young family participants were experiencing this process in ways that related to their specific circumstances. In each case they were feeling the stress of the many conditions that applied to them. One young couple spoke about their experiences of homelessness, the new responsibilities of parenting, and also tenancy:

We've got to stay somewhere. We can't live on the streets. (male) We'd been with YFS for ages trying to find a house. YFS will help you for nine months to get you going. It took one and a half years and this year we got it. (female) We've been in between houses—couch surfing between her mum's and my mum's. When you stay with family too long arguments start happening. We wanted our own place. (male) Centrelink could split our pay dates so a payment of some kind comes in each week. We're both on Youth Allowance. I will change to Parenting payment soon and that will be better. (female) ^{L_14}

Another young couple felt trapped by the sets of conditions for student payments and carer payments. With study and parenting responsibilities, they did not have time to do part-time work:

Housing are trying to keep you poor and stopping themselves feeling bad. They are giving people who are stuck a place to live in, but you can't get back on your feet. They need better communication, attitudes. We feel discriminated against, for example when talking to people in Housing that we should be grateful that we've got a roof over our heads. I need to get a job and not tell them for a while. If they don't transfer us to [rural town] then I will have to pull out of 'uni' and we'll never be able to get a job and get on top. We've asked WHSC and they said we didn't have enough reason for a transfer. ^{L_18}

Although social housing epitomises failure for some, other participants thought differently. One Aboriginal man had experienced periods of housing stress and homelessness but saw his tenancy in terms of achievement:

I want to show young Murris that we can achieve our goals. My goal was to get off the streets! ^{L_25}

Another participant, a grandmother, seemed resigned to long-term mobility having left a tenancy with debts to DHPW over three years ago. She has been moving between her daughter's house and her sister's for over three years while waiting to gain access to housing. Similarly other participants had accommodated their friends and family when they were in need of accommodation—whether visiting for social, health or other reasons, but particularly if they were homeless. In these situations the rules were constraining for tenants, particularly when they are very familiar with the life conditions of disadvantaged people.

One Aboriginal mother had volunteered for income management (VIM) through the advice of YFS case managers. She was caring for her uncle and illustrated the constraints she felt from the housing managers as a result and how she managed that pressure.

It's hard. I have to do everything to prove to [the] Housing Commission that I can look after a house. My uncle (mother's brother) is homeless and is living here with me now. He has to get approved and it's in process ... I learnt how to budget since being on the BasicsCard. I learnt how not to take people in. You take them in and you take in their problems too. Me and my sons learnt that. ^{L_15}

It was notable that participants had a range of ideas about the tenancy rules governing visitors. For example, the official rule nominates four weeks as the maximum time period that visitors can stay without affecting the amount of rent (DHPW 2013e). Tenants gave different ideas about the visiting period, including:

- you can't have overnight visitors ^{L_22}
- have to tell Housing if they sleepover ^{L_26}
- the longest any one can stay is over a weekend ^{L_4}
- five days for visitors ^{L_19}
- you have to notify Housing about visitors after two weeks ^{L_20}
- you can have visitors up to four weeks ^{L_13}
- I understand the 12 weeks rule. ^{L_11}

It may be that communication between the tenancy managers and the tenants about this significant rule has been ineffective. On the other hand, for Indigenous people the time period may not be the most significant aspect of the rule about visitors. Clearly all participants were aware that there is a time limit, however, they were also aware that in terms of the tenancy the rule is unlikely to be enforced except during regular house inspections (or after complaint from a neighbour). With prior notice required to be given to tenants by the DHPW, it is not unusual for the visitors to leave for inspections (and return later). Therefore tenants are able to manage their visitors to some extent without incurring breaches of their tenancy. While this is a strategy for coping with the rules, it is not a solution to the lack of suitable affordable housing.

3.3 Economic development

3.3.1 *Jobs and the rules*

Employment is an enabler of upward social and economic mobility but many of the participant families have not experienced this because of intergenerational unemployment. Motivation for job-seeking did not appear to be strong among participants. They were motivated however to comply with the conditions for Centrelink payments that require them to be in training or seeking work so that they received their welfare payments. Remaining unemployed is an increasingly untenable option, due to reforms to social security.

One of the elders was sympathetic to this point of view, which is commonly referred to as 'entitlement':

I tell them that if you pay the rent, you can stay there all your life—pay the rent and bills and look after it. It's important to better your prospects for employment and education is the main thing, but you should be able to stay in your house if you are doing the right thing. ^{L_22}

Several tenants mentioned that the rules about increased income from work were causing them concern. It seemed to one young father that even if he were able to get a job then it may not be an advantage financially:

Half the rules you can't stick to, for example if I get a job, I'll not tell them for three months. We need tyres, clothes and stuff for the kids. ^{L_18}

The prospect of employment holds well-recognised contradictions for those wanting to stay in social housing, particularly if they have lived there for a long period and they view it as their family home. One woman who lives with her husband and fostered grandson has taken measures to ensure the family remains eligible:

It's cheap. We don't have to pay rates. But there are issues. Our joint income must be less than \$80 000—we watch it to stay under ... I brought the kids up here. It's our first home. We want to stay here. I gave up my full-time job ... to stay under the amount so now I'm only casual. I got two hours work in the last fortnight, but it's not really enough and I would like more. The \$80,000 rule is not reasonable. We're happy to pay more rent to stay here in the area and with everyone you know and everyone knows who you are. ^{L_20}

A similar problem arose for a young father who wanted to find out the best housing option and whether it was better to rent or buy:

I phoned Housing and I asked about buying, not long after moving in. Housing said an IBA loan is much the same as from a bank and that I'd be better off trying a bank. You pay the same money to them. You have to earn more to be able to afford to buy ... but if you earn more you aren't eligible to stay in social housing. It bursts your bubble about ideas of how to get out of your situation! ^{L_18}

3.3.2 *Home ownership*

As part of the Logan Renewal Initiative, the Queensland Government is divesting of housing stock. Some participants have inquired about buying public housing, but have been reluctant to proceed for reasons such as the poor condition of the properties which were in need of renovation and maintenance, and also the financial burden of having a home loan. As one man said:

I don't like paying rent. I think there's a better way to do it. It's very hard to own your own house. People have had a different life, made wrong choices to end

up in social housing. But the houses aren't in good condition. There's nothing in them when we move in. You should be able to pay them off. If you pay more rent when your income goes up then you can't get ahead. ^{L_18}

A young man with a large number of children was interested in home ownership, but both he and his partner would be relying on student incomes for the next few years:

Committal is my biggest fear and also losing [my] job and getting money for a mortgage. I would like to go through IBA for [a] loan for house. ^{L_12}

Most participants without employment felt that they could never afford to buy a house, including this working-aged mother:

I've been on Newstart since my youngest turned nine. I've got four school-aged children. Paying the rent is the hardest and I don't get anything that week. I'm lucky to have \$10 after I pay rent, \$350 a fortnight and electricity. Dad helps with food—he's really good. Mum's money goes on shopping too. If I could—it's a dream, I'd have a big home on acreage out in the bush in from the Gold Coast [laughing]. ^{L_26}

Financial pressures were constant for many participants as they struggled to meet daily needs and respond to family contingencies. One young couple explained why the option of home ownership appeared unattainable under the current rules:

When the baby needed an operation recently—it cost \$200. Everyone had to do without. We ate eggs and bread for days ... It'd be a good idea if we could have an option to buy. My family don't have a hope in hell—except for my brother who married a rich woman! ^{L_18}

A DHPW employee confirmed that although there had been some interest shown initially there has been very little up-take of the offers to tenants to buy the house they were renting.

3.4 Towards government and Indigenous organisations

Each tenant's perspective on government and community and Indigenous organisations was influenced by their individual experiences of need, their interactions with individual workers and their perceptions of how well that might translate into better living situations. Some tenants had recently been in accommodation crisis and experiencing intense case-management, while others were long-term tenants with relatively secure housing histories and so did not often engage with their tenancy managers. For a minority, views were strongly influenced by their political standpoint. In terms of the research questions, it is interesting to note that tenants' views about tenancy management by government and Indigenous and community organisations were comparable in many ways, including both critical and supportive comments.

Half of the participants dealing with DHPW were satisfied with their front-line people, describing them, for example, as 'pretty good at Woodridge' ^{L_10}; 'Yes they're helpful' ^{L_21}; 'They're good. They sort things out'. ^{L_20} Others were highly critical of DHPW's approach as patronising in ways that demonstrated that they did not understand or care about the tenants and their life circumstances. One older woman spoke poignantly about the lack of respect she had felt at times:

They [DHPW] should treat us with more respect. Don't be so nasty. Tenants are isolated. Housing could ensure tenants have a place for family ... I talk to the TV! It can be very depressing and lonely [crying]. ^{L_13}

A young couple illustrated even more strongly their negative impressions of some interactions with DHPW:

When you are talking to them they act like the authority ... These are the rules and you abide by them. You feel like they're looking down on you. (female) Being here is like being in a prison (especially when we first moved in). They are the wardens and you are the prisoners. Now we're used to it. It was a shock after private rental. You've hit bottom. You have to do what they say otherwise you are on the street. They know that and they let you know that too! (male) ^{L_18}

One of the elders offered an explanation about the need for respect from institutions such as DHPW, based on her understanding of social capital that Indigenous people lack:

Aboriginal people do need a bit more understanding from Housing ... Aboriginal people have been behind the eight-ball for so long they are pretty quick to react and then find themselves in trouble—then it's too far to turn back. Dealing with the police—they know which buttons to press to get Aboriginal people going... then the Aboriginal people think they, whites are all picking on us. ^{L_22}

With reference to Indigenous and community organisations, most tenants made positive comments about the support given to Indigenous social housing tenants although there were a few exceptions. On the positive side, a tenant who had been renting with an Indigenous organisation for many years knew why she preferred the Indigenous housing organisation:

Munanjali cater for blackfellas. They look after them and help them if they can ... They're trying to help ATSI [Aboriginal and Torres Strait Islander] people to get homes at a reasonable cost and get them to look after the houses. Yes—very good to me and other tenants too. Other grand-daughter rents from Munanjali nearby here—they're very helpful to her. Send out letters about emergency contacts on a public holiday, if anything goes wrong, such as plumbing. Also I don't have to move out of a large four-bedroom house even though my kids have gone. If I was with WHSC I would have to ... ^{L_17}

Criticisms from tenants were based on the view that those organisations did not always meet expectations and should do better for Indigenous people. According to one Aboriginal woman who had experienced recent housing stress:

... the rent is a bit dear for an Aboriginal organisation. They're supposed to be helping Aboriginal people ... ^{L_15}

Other comments also showed that tenants were mostly satisfied with their interactions with those organisations. Several had accessed the wrap-around services of YFS and although not completely satisfied all the time, they commented about the appropriateness of that approach for people with high needs:

YFS are helpful. They help you out. They have all my files, doctors' reports... With YFS, they help people off the street. I used to live on the street. My missus had a house through YFS and so now I have a house. [Couple got married very recently]. ^{L_25}

YFS. Yes they got the unit and all the furniture. All I had was a knapsack and clothes. ^{L_23}

4 GOVERNMENT PERSPECTIVES

Government perspectives on conditionality in social housing tenancies are based on the policy settings that currently apply throughout Queensland. The government employees who participated in this project were based at the Woodridge Housing Service Centre, the office of the DHPW which has jurisdiction throughout Logan City and is located in Woodridge. This chapter reports on the views of the managers and frontline workers in the WHSC to explore firstly, some of the constraints they confront in implementing policy and secondly, to understand the agency of the frontline workers in their daily practice.

4.1 Constraints in implementing policy

4.1.1 *Changing policy landscape*

A significant constraint for the WHSC in the delivery of social housing services for Indigenous tenants in Logan is the recently transformed policy field. From the first engagement of the project with DHPW in 2013, the WHSC was implementing the new policies developed as part of the Logan Renewal Initiative under *Housing 2020*. One senior housing employee reflected that these changes around social housing have required 'a change in culture and thinking for everyone'.^{L_29}

Figure 5: Woodridge Housing Service Centre, Station Road, Woodridge



Source: Daphne Nash

Staff have had to become familiar with the five criteria for eligibility and have had to communicate the specific implications of these changes to the tenants. Whereas previously tenants might have expected to remain in social housing while they were paying rent and looking after the property, under the new policy, clients will be transitioned out of social housing depending on need. Relevant policy changes will come into effect when LCCH take over the management of most social housing tenancies around June 2015.

Under the new policy, eligibility for housing managed by LCCH will be based on the level of need and Indigeneity will not be considered a sufficient criterion for social housing. There will be no particular housing for Indigenous people only, so Indigenous housing (about 50 properties) currently tenanted by some Indigenous people will become part of the general social housing stock. One of the senior employees remarked that WHSC is 'not a high ATSI portfolio'^{L_28} compared to other more remote regions in Queensland. A significant number of families, however, will be affected over time. Government staff who were interviewed recognised that some Indigenous clients

would still qualify on the basis of their needs, however, eligibility will be re-assessed regularly for all clients.

This change represents a shift in approach towards housing for Indigenous people. WHSC employees conceded that there may be some misunderstandings about this policy by Indigenous and the broader community and that most who are good tenants will not be adversely affected. Yet the details of how the LCCH will operate have not been communicated and it is widely known that more houses are going to be for sale. This, together with other changes, has created cause for uncertainty for Indigenous tenants.

4.1.2 Conflicting values between Indigenous social housing tenants and government

Under the *Housing 2020* policy framework, social housing is viewed as temporary and available according to need. One frontline worker had formed the view that of all social housing tenants, including Aboriginal and Torres Strait Islanders:

... the majority believe that government housing is for the long term. Some tenants believe that the house is theirs because they've lived there for more than twenty years, brought their kids up there. ^{L_2}

Both management and staff recognised such a sense of entitlement which they thought was a characteristic of certain other ethnic groups as well as a minority of ASTI. Nevertheless government staff felt that a change in that way of thinking was required.

Government interviewees were divided about whether the Indigenous ways of living were in opposition to the intended outcomes of policy. Instead the participants were keen to consider Indigenous people in the same way that they viewed other social housing tenants who behaved in ways that were a potential barrier for the implementation of the relevant policy. One non-Indigenous front-line worker illustrated her view with reference to rental payment:

The majority in social housing have automatic debit from their welfare payments [to pay their rent]. Tenants shouldn't have an option. There's a terrible lack of knowledge about financial obligations among private and social housing tenants. The kids want an iPod or the latest thing and mum and dad don't know how to say 'No'... tenants have responsibilities. ^{L_3}

From a government perspective, a primary responsibility of the tenant is to pay the rent, but still some tenants at times do not meet this responsibility. Since 1 July 2012, the DHPW have been able to call on PBIM (income-management) strategies in Logan. As one senior staff member explained:

If a tenant gets into arrears, then the Department can refer them for income-management or to YFS for case-management. Then, if they are approved, they can sign up for Voluntary Income Management (VIM). I have only referred two Indigenous tenants ... But for all those on IM, once they are on it's good, no arrears. Some go for another round (after first 13 weeks). ^{L_28}

On the subject of rental arrears and the changed policies such as ASB, however, the interviewees identified behaviour which they associated with Aboriginal and Torres Strait Islander tenants and which indicated their failure to comply with the rules. An experienced employee summed up the main problem:

They didn't believe we'd do it. There were a lot of first strikes and not a lot of second strikes. Indigenous people took a bit longer to get it! They'd say things like: Don't you have another set of rules for us? Previously arrears weren't

tolerated but 30–40 contacts later we would get them to act and link them up with other agencies... Now it takes about 10 contacts. ^{L_28}

As stated on the DHPW website, the main motivation for the ASB policy change was the unacceptably high level of damage being done to government housing. As the participants mentioned and the media has shown, Indigenous tenants have been implicated in this type of behaviour in the past, contributing to the negative stereotyping of Aboriginal people and Logan in general. Despite the media coverage regarding alcohol and drug abuse, fighting and associated damage to housing, 'no Indigenous tenant had been evicted on grounds of ASB during the first nine months of the new policy' ^{L_1}. These statistics may be an indication that behaviour has been changing in response to the Three Strikes approach.

4.1.3 Lack of integrated services

Government staff indicated the need for compromise and working together between different agencies and tenants. An Indigenous worker saw the need for 'stake holders to work together, such as in the areas of foster care, health and domestic violence. Keep in contact and build relationships' ^{L_1}. Another worker felt there was a need for the different agencies 'to work harder towards mutual goals to sustain tenancies. [And from the tenant there] has to be a willingness to compromise on why the rules are there and must be followed—despite what's happening in people's lives ^{L_3}. She believed that it is possible to move the most vulnerable tenants closer to those mutual goals, when services are better coordinated. However as an Indigenous worker pointed out:

It does depend a lot on DATSIMA and their process of helping clients. They assist us with cultural awareness and other things in Indigenous service delivery. ^{L_1}

Financial constraints, human resource needs and policy timelines were seen as potential inhibitors to the development of programs and delivery of services. One Indigenous worker noted that 'cost, training and time available' ^{L_1} would make it difficult for government to develop suitable programs in response to demand. From this perspective it seems that under the new policy framework there will be an increasing need for government to work more closely with partner agencies to provide the most effective housing services for Indigenous and other disadvantaged clients.

4.2 Agency of frontline workers

The frontline workers and other departmental officers were consistent in their understanding of which rules were most important and that all tenants should abide by the RTA rules. Furthermore they did not believe that the ASB policy brought any changes to the rules but rather it gave the government greater power and more strategies to ensure that tenants adhered to the rules.

Within the constraints of their positions, a few of the frontline workers were able to modify their approaches according to their perception of the applicants' needs. Others, however, aimed to approach all clients in the same way. A non-Indigenous worker felt she had experienced unhelpful responses from some Aboriginal and Torres Strait Islander applicants, for example when referring them for specialised support:

There are policy and procedures in place and we make available contacts who can assist them in their tenancies. If they want to be helpful then they will seek assistance. But depends on whether they want to or not. ^{L_2}

Government staff perspectives on the role of frontline workers in managing Indigenous tenants reflected the individual's relationship with the local Indigenous community as well as their understandings about cultural differences. An Indigenous frontline worker made a connection between his two roles:

It's a new role for me in this job—trying to mediate from both sides between my job and my culture. It's a bit hard sometimes. Tenants see you as a black, Indigenous person. They might be angry at the department but they take their frustrations out on you. I go in to interviews with all Indigenous clients. ^{L_1}

As an Indigenous frontline worker this participant felt a personal and professional responsibility to the clients. At times when the tenants reacted positively to the worker's Indigeneity he may have been able to communicate more effectively. A non-Indigenous worker also saw the need for more culturally appropriate services and used a communication example:

Indigenous people use a completely different language. They are not using government lingo. The way the message is delivered matters. We need more Indigenous workers on the side of government to give that information in the appropriate way. I couldn't do the Aboriginal English—it'd be false. ^{L_3}

Both Indigenous and non-Indigenous government staff were supportive of the ASB in principle and advocated the continuation of the main rules of the RTA. Objectively they could point to a decrease in arrears over the last couple of months and a 'severe decrease on management and tenancy issues. DHPW has taken a strong stance over Three Strikes—a first and final together have been given roughly two times'. ^{L_1}

A final comment by a non-Indigenous worker encapsulated government perspectives on frontline practice: 'whether rent is paid or not depends on the individual and their attitude and ability to pay'. ^{L_2}

4.3 Towards Indigenous tenants and Indigenous and community organisations

The views of government on Indigenous social housing tenants and Indigenous and other community organisations are based primarily on the professional role of the participants, depending on whether the person worked as a manager or a frontline worker. Their views reflected their understanding of policy and their role in carrying out that policy, but were also influenced by their individual approaches to cultural difference.

Managers tended to take a long-term view about how the various changes have been dealt with and were convinced that tenants were being assisted in meeting their tenancy obligations by the relevant policies. They were also positive about how tenants would respond to the transfer of tenancy management to the LCCH. All commented that most Indigenous tenants have no major difficulties in their tenancies and that it is only a small minority who have been evicted:

There are problems with some people falling through the cracks of the system, but the system can't catch them all. And some people, especially those who repeatedly are non-compliant, need a 'wake-up' call. ^{L_29}

Poor tenancy behaviour with WHSC, however, is recorded. If a tenant is evicted after a first and final strike or after three strikes, then that tenant must demonstrate '6 to 12 months good rental history in either social or private housing before we agree to rent to them again' ^{L_3}. Unlike TICA listing, poor history with WHSC is not necessarily a barrier to other tenancies.

Both managers and frontline workers understood that some Indigenous tenants struggle to achieve and maintain tenancies and that connection to the Elders group and to support agencies were beneficial for sustaining tenancies. Frontline workers however gave mixed viewpoints about tenants and the influence of their Indigeneity on their tenancy experiences. The response reflected the individual worker's understanding of cultural difference and their perspective on Indigenous disadvantage.

The government employees who were interviewed were mostly circumspect in their comments about Indigenous and community organisations and their role in tenancy management. As interviewed staff members at DHSC were aware, there is a small minority of tenants who 'fall through the cracks' of government-managed tenancies and it is the community organisations with their network of services which are more appropriately positioned to assist those very disadvantaged people. While some government staff recognised the need for better communication with their tenants and more developed networking with other agencies, such as Ganyjuu, it appears that there has not been much time put into this kind of work.

Government staff seemed to have very little knowledge of the Indigenous housing organisations who are operating in Logan except that there has been 'very little movement' ^{L_28} in those houses. Also the collapse of Logan Housing in particular has contributed to a certain lack of confidence in the capacity of Indigenous organisations in the region. In general, government staff seemed to accept the different approach of Indigenous organisations to tenancy management because of the relatively small stock of community housing and the knowledge that most Indigenous tenants were renting social housing through WHSC.

The following statement from a government frontline worker demonstrates a broad understanding of the different points of view:

We are all trying to achieve sustainable housing for Indigenous clients except that Indigenous housing organisations still try to get and keep their clients in government housing because of entitlement and affordability. Also fear of private rental—they have to be chosen above other tenants and there's a risk of not being good enough. ^{L_3}

Aspects of this view were also stated by other government staff in different ways. Clearly government employees do not see that Indigenous organisations are operating in a way which is supported by current policies for social housing, yet they do recognise some of the difficulties that Indigenous people face.

5 INDIGENOUS ORGANISATION PERSPECTIVES

This chapter sets out the perspectives of Indigenous and community organisations in terms of their organisational constraints relating to governance, the disadvantaged Indigenous client group and service delivery followed by an exploration of the agency of frontline workers.

The discussion draws mainly on the views of professional employees from Mununjali Aboriginal Housing and Development Company (hereafter Mununjali) as well as Ganyjuu, YFS Ltd and KENC. Other Indigenous and community organisations also gave their views and provided important context for this discussion.

5.1 Organisational constraints

5.1.1 Governance

Features of Indigenous governance resonated with the comments from Indigenous and community organisations. As defined for this project, Indigenous governance refers to 'the formal and informal rules used by Indigenous people to control and manage their communities as well as the values and social capitals that underpin these' and the ways in which Indigenous community organisations operate 'with their own rationalities and forms of respect, reciprocity and conditionality' (Habibis et al. 2013, p.16). Professionals from Indigenous and community organisations identified good governance as a critical component of effective service for Indigenous social housing tenants. In the words of one Aboriginal woman who had experience as both a social housing tenant and a professional in an organisation:

Indigenous organisations need good governance and also cultural awareness. They need to be involved and engaged with other Indigenous organisations.
L₅

As a long-term and continuing Indigenous housing organisation in the region, Mununjali has had much experience in the Indigenous housing sector. As an employee explained, Mununjali provides 'a holistic approach for assistance to a family, through housing, education, assistance and support (other agencies) and aged care'.
L₈

To apply for a Mununjali house, a person first must be an Indigenous Australian, they must be resident in Logan for six months to become a financial member and then they are eligible to apply for tenancy. Mununjali processes all applications, but a Logan real estate agent is the property manager and carries out the selections and allocations. All tenants have signed an RTA tenancy agreement.

Mununjali has a majority Indigenous staff and offers a wrap-around service for clients. Not only does the client have a set of responsibilities, but so does the service provider. An employee explained the rationale of their approach:

If you have a set of rules then you need to unpack them and make sure that the client understands them. You need to keep the lines of communication open particularly when there [are] two different points of view—it can be time-consuming and quite difficult at times.
L₈

This view was reiterated by the staff at KENC and other community housing staff when they spoke about governance and good practice in their organisation:

Money—it requires money. It requires reflecting on practice—looking at solutions and focused outcomes. Staff need training ... a team is important and you need professional collaboration.
L₇

It seemed therefore that one significant constraint for these community housing providers has been lack of resources, including the appropriate level of staff and relevant expertise to carry out their responsibilities to their clients. This constraint could be lessened by more government funding:

Government should resource NGOs who can demonstrate a capacity to provide services—a failsafe situation. ^{L-8}

Most participants acknowledged the capacity of Indigenous community leaders who were helping with meeting the housing rules:

We need strong leadership from the Indigenous community in Logan. There are some strong people. ^{L-7} We need the right people: Murri organisations who have links with government. ^{L-4}

These comments suggested that Indigenous styles of governance and leadership in the organisations are valued and that the local Aboriginal and Torres Strait Islander community is an important and at times underused resource.

5.1.2 Aboriginal and Torres Strait Islander disadvantage

Representatives of each organisation indicated a range of issues around achieving safe and stable housing for Indigenous tenants. Although the constraints may apply in slightly different ways in different organisational contexts, these professionals held similar views about the significance of Indigenous disadvantage for understanding tenancy issues. One Indigenous worker captured this view succinctly: 'we need to understand whole social disadvantage. Housing is one issue that is linked to all'. ^{L-6}

And, similarly, a young non-Indigenous frontline worker stated:

There needs to be a focus on issues other than housing that are contributing to the problem, such as mental health. Structural inequalities are a factor for Indigenous people. ^{L-7}

As an Indigenous organisation, Mununjali prioritises the provision of housing for its Indigenous members. Most staff are Indigenous and many Indigenous families have had the benefit of long-term tenancies with culturally aware management. Nevertheless, the viewpoints of some Indigenous people have not always aligned with RTA rules, causing difficulties for Mununjali:

It's the same as anywhere; 90 per cent cherish and look after their houses; 10 per cent will trash them. Because of domestic violence, drug and alcohol abuse, we have spent millions of dollars fixing houses. Under the RTA rules, process of eviction is a long, drawn-out process. Tenants won't pay rent during that time, so smash house and leave because they don't think it's their responsibility. Can be very disheartening for Mununjali ^{L-4}

Interviewees from all participating organisations (as well as four other professionals who talked informally) were clear that payment of rent was the most significant problem for the most vulnerable Indigenous tenants. These workers acknowledged a conflict at times between their organisation's mission to support Indigenous people and the need to modify the behavior of those whose tenancies were at risk. In these instances, the rules of the RTA can be beneficial for the organisation. This is the view of one employee and voiced by others also:

Rent is most difficult ... At first, people assumed a blackfella organisation is here to look after them regardless of what they do. ... the rules have got tighter. But also it's made it easier for Mununjali to keep control. Also we can

be more strict about tenants we put in. We prefer them to have good credentials. ^{L_4}

So organisations have had to educate their clients that, although their mission is to support Indigenous people, it is no longer the case that Indigenous organisations can operate outside the rules. Even so, according to Mununjali staff, the most disadvantaged clients will come to them:

Lots of Indigenous families will source support where they are most comfortable and that will most likely be with another Murri. ^{L_8}

When in trouble Aboriginal people will approach known orgs for help—often because of rent arrears or being evicted. They don't go to Housing—probably haven't read their mail; they've made some poor decisions about gambling and alcohol and so they feel shame. ^{L_30}

The reasons can be seen in the view of one long-standing Indigenous professional who spoke about the reality of problems in Aboriginal people's lives:

It's not about the rules so much. Some clients struggle with their circumstances, such as monetary. So it's about understanding the clientele. I mean if you're in a restaurant and the service didn't work, you don't kick the clients out, that wouldn't work! If they can't fit into the rules, it's not necessarily their problem. ^{L_8}

Participants from each of the organisations seemed to believe that it was important to work to the strengths of the clients, taking into account their different strengths and weaknesses. Although expressed in different ways, they argued for the continuing use of case management together with increased services and a stronger focus on community engagement, such as 'Case management workers are good—tenants get to know you do care'. ^{L_30}

Although all organisations advocated the use of certain services provided by other agencies, they each believed that Indigenous clients benefited and preferred a holistic or wrap-around type service. One organisation worker reported this view from a client family:

One family argued against being involved with a lot of different Aboriginal services. They have to tell their story over and over. The services are not coordinated. They prefer the Centre—one wrap-around service. ^{L_7}

One government worker gave her view after many years of experience in the field:

In the cases of Indigenous people in social housing, when they go wrong they go spectacularly wrong ... Reason why time spent early in the tenancy to inform and support is important for sustaining the tenancy of the most disadvantaged clients. ^{L_27}

5.1.3 Policy and practice

Certain features of social housing policy have constrained community organisations as they worked in a holistic way to combat disadvantage in the Indigenous community. Under the Three Strikes policy tenants can lose their tenancy and potentially become homeless. One community organisation worker explained how the system is not working for Indigenous tenants with high needs:

We've lost the whole social consciousness about working with disadvantaged people. Do they have to be sleeping in the streets and highly visible to make something happen? ^{L_6}

Previous housing history was identified repeatedly as a constraint for organisations and each specifically identified TICA as a very significant issue for Indigenous social housing tenants. One participant suggested that the ‘biggest issue is TICA history’. ^{L-7}

If a tenant has been evicted, this will have been recorded on the TICA database and, as a result, their chances of renting in social housing and in the private rental market are limited. There is also some concern about how to get off the list. Real estate agents monitor TICA and have reportedly rejected people with evictions on their record:

It happens mostly when a family loses their house due to rent arrears or DV which has led to damage. And as for the damage, often they can't pay and/or can't repair. TICA means you are 'black-banned'. All real estate agents check TICA if Aboriginal people apply to rent and if you're on the list, it's difficult to get off the list. You have to pay to get information and real estate agents subscribe. The majority of our clients are on TICA and they will have a debt with Housing. DHPW staff work with Ganyjuu and clients and will give them a payment plan if Family Support are involved ... Ganyjuu has a high level of monitoring. Family is in a strength-based mechanism so it tends to work. The theory is that you are the master of your family. ^{L-6}

Support services for tenants were greatly reduced in December 2012 with the closure of the Tenancy Advice and Advocacy Service after state governments ceased funding (extended until December 2013 by the Federal Government). This service was ‘well used by Indigenous people’ ^{L-27} and they are now without a significant housing advocate.

5.2 Agency of frontline workers

All of the interviewees of Indigenous organisations believed that there should be compromise between Aboriginal ways of living and the enforcement of the tenancy rules. This perspective has created challenges in practice for frontline workers, and as one employee commented: ‘It comes down to individual officers sometimes—I've seen a huge range of approaches’. ^{L-8}

Views about the relative success of Indigenous and non-Indigenous workers with clients were variable also. While many reflected on the value of having an Indigenous worker for their clients they also recognised potential problems such as family influence or lack of connection. One Aboriginal worker found it easier dealing with tenants in Logan and Brisbane because she was ‘not a local—not connected in’. ^{L-30} A staff member from an agency with several Indigenous frontline workers did not want to generalise about an Indigenous approach, but instead spoke of the variety of ways that workers manage Indigenous clients. All frontline workers valued good communication as an integral component of best practice in client-management relationships. From the initial tenancy interview onwards, one employee saw the need to educate and inform their Indigenous clients about the rules: ‘If there's a problem, then we sit down and talk, if it is something that's bothering them, we have a discussion’. ^{L-8}

Another Aboriginal woman explained by reference to the rule about respecting neighbours:

Basically Indigenous homes are out there in [the] neighbourhood ... and people hear that blackfellas are moving in ... Mununjali advises tenants about their behaviour—to not disturb neighbours; not to rev cars up and down street all night, etc.—standard tenancy agreement rules ... you can't disturb the quiet and peaceful neighbourhood or something like that To be a good

neighbour, you don't need to shake hands and say 'G'day mate'; you just don't have to live in their pocket. ^{L_4}

However, all Indigenous and community organisations had experienced cases where communication had broken down. An employee of one organisation described how the frontline workers have dealt with the rules and the tenants' needs in the case of a failed tenancy:

If you have a set of rules then you need to unpack them and make sure that the client understands them. You need to keep the lines of communication open particularly when there [are] two different points of view—can be time-consuming and quite difficult at times. At the moment, we have just taken on a tenant who has been evicted from mainstream housing ... We said, 'OK, but there are ground rules. You will have to undertake support and assistance programs' ... so we can find out why the tenancy failed and so that we can prevent it from happening again. 'Tough love' together with that support—we provide a wrap-around service. ^{L_8}

At KENC, the staff believed that they were assisted by their alternative rental agreement rather than having to abide by the standard RTA agreement and the rules imposed by government in social housing. Frontline workers were able to make decisions about how to accommodate individual clients within the rules, such as flexibility with bond payment. Two staff members explained:

We collect a bond gradually, such as 20 dollars per week. If the tenant looks after the property, they have the bond when they leave.

They might miss one rent payment or money needed to pay car registration or there's a new baby—we negotiate gradual repayment, such as twenty dollars per fortnight. Ideally there is budget support beforehand.

We're not going to be heartless ... we listen and try to work with clients to create strategies for success. ^{L_7}

Another participant from a community organisation acknowledged and supported the culturally empathetic approach to tenants by frontline workers, but also understood that the workers are subject to certain limits:

They are helping as much as they can. At the end of the day they have policies and procedures they have to adhere to. But there's a difference between sympathy and empathy. ^{L_5}

In the community sector, the frontline workers were strong advocates of a case-management approach and the need to be flexible about the rules. One worker thoughtfully explained her approach:

An individual worker can make a significant amount of difference ... by building rapport so that you can identify behaviours that might need to be modified, worked on to reach the tenancy goal. I do a lot of home visits—they're effective for getting to know and building rapport. Some families have had past hurdles and are more vulnerable—more likely to engage with a worker they can trust and are more likely to complete tasks, such as go to Housing to fill out a form. When there's a basis [of] mutual obligation then there's likely to be more willingness. ... An effective worker needs to ensure that people know that if they don't follow through ... then it's OK too. They won't be disciplined or made to feel ashamed. They'll be given understanding and we will support them. In the end it's saving me time. ^{L_7}

The importance of trust and fairness were paramount in this assessment of effective tenant-client relationships. With this knowledge, the worker has demonstrated a deeper understanding of client needs.

5.3 Towards government and tenants

From the Indigenous and community organisations' points of view, government housing departments do not help the most disadvantaged Indigenous tenants to the same extent that they do. Community workers contrasted the conditionalities of the organisations with DHPW, emphasising government's inherent lack of support for disadvantaged tenants and a focus on rules:

We need to have the removal of all barriers [to sustainable tenancy]—not be a band aid. Some Housing officers [DHPW] go with Three Strikes, but that doesn't always work for Indigenous families. They need a case-by-case approach involving flexibility that can lead to a working agreement. But it's difficult for a client to work alone. ... Housing stand over people with income management. People don't realise they have a chance to maintain their tenancy so they enter a voluntary agreement, otherwise they'll lose their house. Government is failing to look at low SES [socioeconomic status] people—needs to understand better what disadvantage is. Disadvantage has a lot of causal factors, including transgenerational problems. Until their awareness has had a shift, they will go back to origins when in a crisis. Not head in the sand—it's because they are so disempowered. If they come in with an eviction notice, then they're had it for seven days! Letter doesn't work to get the appropriate action. Communication has to be face-to-face for ATSI people. It's about the removal of shame factors. ^{L_6}

Education about Indigenous cultural ways and common courtesy needs to be put in place. Rules don't need to be changed for anyone! There's always someone to get assistance from. ^{L_5}

Indigenous and other community organisations' perspectives on tenants can be seen in their goals, as these statements show:

It's about keeping Murri families together in their homes. It's about community. If we have somewhere stable to live then you have respect for yourself, and your family but also respect in the wider community because there's still the idea that blackfellas sleep in cars! People like it that it's Murri owned. You understand me because you're black and I'm black. ^{L_4}

We're trying to reduce Indigenous homelessness. Also helping Indigenous people to get a head start with renting, getting a good rental history. Empowering our mob and making them houseproud. ^{L_5}

It's empowering for tenants if they can do the right thing ... and we work to strengths. Some tenants, the minority, don't have positive outcomes, such as do a runner; trash the place; have a couple of families move in. Yes, but we need to be flexible. ^{L_7}

Indigenous and community organisations were keen to identify differences between their approaches and government tenancy management knowing that the majority of disadvantaged Indigenous tenants are housed by government and increasingly will be competing for housing on the basis of need. Their commitment to understanding the lifeworlds of their tenants sets them apart from government practices.

6 RECOGNITION SPACE

The perspectives of Indigenous tenants, government housing managers and also Indigenous and other community organisations is analysed here with reference to the responses set out in the three preceding sections. Evidence of trust, cooperation and partnership between the three groups is weighed against more divisive elements of suspicion, miscommunication and antagonism in order to understand different priorities and needs of those groups in the fields of social housing policy and practice. The aim of the chapter is to identify and highlight the forms of conditionality in which good practice in Indigenous tenancy management can emerge in Logan. The section is structured under the following descriptors: corroding and dissolving, formative and sustaining, enablers, and finally, strategies for building a recognition space.

6.1 Corroding and dissolving

As the responses suggested, experiences of tenancy management varied between government, community organisations and tenants, but also to some extent within each group. For all groups, lack of communication and trust were fundamental to negative perceptions, but understanding of the reasons differed.

Indigenous tenants were keenly aware of racism in the community and have had concerns about the impact of prejudice at all levels of involvement from policy to practice and in their daily lives. One older woman gave a view which resonated with the responses of some other tenants and related to the DHPW's anti-social behaviour policy:

It's hearsay, but I'm worried about the new rules and regulations concerning complaints, especially if they [DHPW] don't want Aboriginal people. People in general are more discriminatory of Aboriginal people. If they had their way, we Aboriginal people would not be here! Some people don't show their Aboriginal papers—it took us a long time. They were worried that they would be discriminated against. ^{L_13}

This sensitivity was common among Indigenous participants and most likely has been heightened over the last couple of years in Logan. Media coverage of events in which an Aboriginal family and a Samoan family engaged in violent public interactions has been a major catalyst for negative portrayals of Logan (Zappia & Cheshire 2014, p.13) and of Indigenous locals. Around this time the media also focused on anti-social behavior of Aboriginal people and cases of damaged housing adding to negative stereotyping. Although Indigeneity is a factor in eligibility for social housing some tenants suspected that they had been discriminated against in the tenancy process because they were Indigenous. A young couple shared their views about a conversation with an agency worker:

There is racism. (female) Yeah, I'm really sensitive to that ... When YFS got us the unit they made us feel that we might do the same thing as the previous Aboriginal tenants. (male) We said we weren't like that and YFS said, 'That's what the previous tenant said!' They shouldn't say things like that. They don't know us. (female) ^{L_14}

Most YFS tenants, however, spoke favourably of YFS and their approach. By contrast, most public housing tenants were highly critical of DHPW regarding their failure to consider tenants as individual persons. These concerns were echoed by a middle-aged woman who has felt a lack of support for her housing needs. During the period of her tenancy she had made minor changes to her house to accommodate her terminally-ill partner, such as replacing carpet with ceramic tiles, but did not get prior

approval as required. The changes worked well when needed and arguably improved the value of the house, but she felt reprimanded and related that to her Aboriginality:

Some Aboriginal people do wreck houses. I've seen it in other places where they tore up the floorboards and burnt them. But because some have done wrong, Housing think that we'll all do wrong. ^{L_11}

Indigenous and community organisations and tenants spoke about a lack of fairness by DHPW in the allocation of housing, particularly for Indigenous applicants compared to recent migrants and humanitarian refugees. According to one older tenant:

Housing say there's no such thing as Aboriginal—that everyone is the same... Other groups get housing as soon as they apply—get first preference over Aboriginal people. I am grateful—it's somewhere to live and at a reasonable rent. But I get angry. Why don't we get the same treatment? All Aboriginal people don't abuse houses. ^{L_13}

Suspicion of prejudice is anecdotally widespread in the Indigenous community. These views indicated the tenants' perceptions of a low level of trust and respect from the DHPW and the similar lack of respect they offered DHPW in return. Many indicated that they have felt racial prejudice in relation to their tenancies. Their frustration and disappointment and also housing stress seem to have translated into blame of the DHPW. On the other hand, such allegations may be based on a justified belief about inequality and disadvantage of Indigenous Australians generally and the past experiences of Aboriginal people with government agencies, including state government housing departments.

As one non-Indigenous government worker commented:

... if the rent is due while you're away [on sorry business] then there's a problem—there's been quite a number of cases in social housing. People turn up weeks later. Housing would throw out belongings etc. Rules haven't actually changed, but it wouldn't happen now. We have learnings about the culture. But no wonder they hate us most of the time! Aboriginal people approach the problem differently over [the] last two years since there's been an Indigenous Engagement Officer and the Elders program. ^{L_3}

Most DHPW managers and staff and also those in Indigenous and community organisations acknowledged tenant views about feeling racism and the fear and stigma that those perceptions engender. DHPW did not see that their tenancy policies and processes contributed to those perceptions. They commented on the 'low engagement' by Indigenous tenants (and some other groups) which was frustrating at times including by a minority of tenants with an 'entitlement' attitude. It is possible that a lack of contact, together with an apathetic or resistant attitude, worked against the potential for positive outcomes by a focus on enforcing their rules which were aimed to modify the kind of behavior that might put a tenancy at risk. It is possible that people are talking past each other on these issues and there may be a way of reaching a congruence of views.

Indigenous and community organisations were also committed to enforcing the rules. A defining difference between the groups was that the community agencies emphasised that their styles of interaction with most Indigenous tenants were flexible and compassionate.

DHPW have also been criticised by tenants for a lack of understanding related to individual health or life-stage housing needs. Many participants experienced multiple and complex health problems, some have drug and alcohol problems as well as chronic illnesses and disabilities, including arthritis. Some relied on carers and others

had taken on carer roles, both with tenancy implications. Two elderly participants who had experienced the need for a carer and also wanted to be able to have family to stay, questioned the rationale for allocation of housing:

If you are elderly, why only a one-bedroom place? We're all going to get sicker as we get older—from 55 on you need space for a carer, a family or professional carer. My choice would be a two-bedroom place... People don't necessarily want to live with family—in-law problems... Also my daughter is waiting for an operation; she comes to see her doctor near here and sometimes stays overnight. She's in here [small living room] on the couch—it's very stressful. ^{L_13}

Small units should be for young people starting out. When you are old you have lots of things and you also want and need to have family or carers. I have had many operations and have had to go home to an empty place—to get a bottle of milk out of the fridge is an effort. All right to have carers, such as HACC [Home and Community Care Aged] care package, come for two hours, three days each week to do shopping and cleaning) but when they leave, you are on your own. ^{L_22}

These older tenants have been moved from their larger social housing properties to one or two-bedroom units. Often they have to move away from where they have established social networks. Their responses suggest how policy can have the unintended effect of reducing the social capital of tenants. While Indigenous disadvantage remains, tenancy dissatisfaction and failures will continue to be a site of corroding relationships and ineffective engagement between Indigenous people and governments.

6.2 Formative and sustaining

From the responses of participants to questions about what was going well in Indigenous tenancy management, it seems that there was not a strong basis for building greater mutual understanding between the groups. To begin with, tenants found difficulty with those questions and generally did not comment in a positive way. Most tenants were not able to give examples of shared understanding between managers and themselves or that things were running well, but instead explained unsatisfactory aspects of their current situation. The few positive examples related to the benefits of having Aboriginal people instead of non-Indigenous managing Aboriginal Housing and also to ways in which the community can come together and support each other in very difficult times.

Similarly respondents from Indigenous and community organisations were equivocal about how well the current system was working. They did not identify any positive trends in the development of social housing tenancies for Indigenous people. There were, however, informal systems in place for families which were recognised as positive by all groups. As one government worker remarked:

There's a lot of support between different organisations—for things like food vouchers and for transport which the Salvation Army does. ^{L_1}

Tenants mentioned a variety of support organisations with a long-standing commitment to Indigenous people in the area. Tenants at DHPW were referred to other organisations for support of various kinds. Each has its own services which can support families and therefore contribute to their tenancy success. Tenants mentioned: 'Elders at Burrungilly, such as Auntie B.' ^{L_13}; and 'community organisations, such as Salvos, Vinnies. I got furniture from Vinnies' ^{L_14}. While the significant supportive role for people in crisis is well recognised the transformative

value of these services may be relatively low compared to those that manage housing.

Government participants gave a strong impression of their belief in current tenancy processes that were worth sustaining and developing further. For example, they viewed the 'Three Strikes' policy as a positive and measurable way of achieving sustainability. One manager commented as follows:

Over five years ago Indigenous households ... many just moved out without a thought for the repercussions. Now [since Three Strikes] people want to stay longer and so they are willing to work with the DHPW on any issues they have for saving their tenancies. ^{L_29}

Although the above were examples of positive responses, there was little congruence between groups about the way in which social housing tenancy management was developing. On the other hand, there was a high degree of commonality between participants about their fundamental housing goals as revealed through the questions which asked about a tenant's own goals and a manager's own goals. The tenants' ideas about making a better future for themselves have helped them sustain their houses, for example:

- Good life, good rental history ^{L_14}
- ... to be a good tenant to keep the house ^{L_15}
- I want a home ... and a place to have my pets, three birds, two fish and [a] dog ^{L_16}
- I just want peace, quiet and security. I want my coffin to go from here. When I walked into it, it was brand new. I've looked after it all these years. I class it as my own. ^{L_17}
- Stability for children; independence. Want to own, be stable. Help us get off the bottom. ^{L_18}
- Gives me a roof over my head. This is my home. ^{L_19}

Government housing managers wanted 'to ensure secure, safe, affordable housing for all tenants' ^{L_3} and 'to make engagement between tenants and DHPW a lot easier' ^{L_1}. Also, with recent policy shifts, government wants tenants to move to the private market if they can.

Managers in community organisations also wanted stability for Indigenous clients in all the various forms of social housing while being highly aware of the difficulties that Indigenous people face.

Considering all the responses, it seemed that tenants, Indigenous and community organisations and government participants gave high priority to achieving and sustaining safe and secure housing for the most needy Indigenous tenants. While it may be that respondents varied in their interpretations of who should be eligible and what is the best way to bring about the desirable outcomes—renting in social housing, private rental or homeownership, the fact of this broad common goal is a basis for moving forward to better services for the most disadvantaged. This common interest is also the basis of a recognition space forming.

6.3 Enablers

It is a premise of this study that enablers refer to programs and strategies that can decrease state dependence of social housing tenants. In this context, several ideas were put forward about how to sustain good housing relationships through potentially

enabling strategies, including family and other social support networks as well as partner networks between organisations based on good communication.

Tenants, government and Indigenous and community organisations recognised the importance of support from family in terms of tenant's achieving their housing goals. One community frontline worker knew that family support is not guaranteed: 'Sometimes they've got sensible family and friends who will help them' ^{L-27}. In this way, people whom the tenants know and trust provide good modelling. One female elder gave a sample of her advice:

Yes, for myself, family are helping, but some others are different. Tenants make it hard on themselves. There are rules for everything in life. We have to obey rules to live peacefully and in housing. Everyone's in charge of themselves; there's choices. Take responsibility! ^{L-10}

The value of community networks have been demonstrated in difficult circumstances, as this government officer explained:

Indigenous people are a close-knit community and they give support to each other in ways that their culture allows them to. There was the incident where the young Indigenous boy died—the community rallied around together to support the family and also here in Housing—the family were our tenants. ^{L-2}

A couple of years ago, government recognised the need to increase the level of involvement with Indigenous clients at WHSC. The position of Indigenous Engagement Officer (IEO) was funded by the DHPW for a two-year period which ended in December 2014. The IEO's role was to engage and inform local service agencies about Indigenous issues prior to transition to LCCH management of social housing. Two young local Aboriginal people have held the position—firstly, a young woman and then a young man, both of whom had lived and worked in the Logan area all of their lives. They operated as frontline workers and engaged with Indigenous tenants during initial interviews and at any time when requested.

The IEO also engaged with the Logan Aboriginal and Torres Strait Islander Community Network, one of the eight groups of Elders in Logan with a specific interest in service provision for the Indigenous community. Each week, two male or female Elders were available on Monday and Wednesday mornings to talk to Indigenous clients either informally or as part of the housing application interview process. The group also coordinated regular inter-agency meetings involving a large network of government and non-government/not-for-profit organisations who meet in Logan to update each other and respond to Indigenous community needs. Their role is ongoing. Some participants did not see them as representative of the local Indigenous community as the members of the group do not have traditional local connections. On the other hand, the effectiveness of this Elder group's activities is linked to their energetic involvement and leadership role with WHSC and in the interagency meetings.

A former WHSC manager explained how the IEO role, including the Elders' involvement, was intended to be a way of keeping the Indigenous community informed, such as by community meetings, about the proposed changes to the management of public housing and the sale of houses under the Logan Renewal Initiative and the *Housing 2020* policy and strategies. It is not clear that these meetings eventuated before the role ended. The IEO role included other specific activities. Apart from frontline duties, the IEO regularly attended meetings of local Indigenous organisations such as the Aboriginal and Torres Strait Islander Child Health Service (ATSICHS) and was able to speak about WHSC's role, building

relationships between WHSC and other agencies, with Indigenous clientele and the Indigenous community generally.

As alluded to above in the discussion on racism, participants were dealing with essentialised notions of Aboriginality within the broader Logan community and from some tenancy managers. The responses also showed a positive side to their relationships. One long-term social housing tenant thought that the relationship between DHPW and Indigenous tenants had improved:

They're good! They sort things out. It used to be that you felt prejudice because of Aboriginality. There used to be a saying 'Aboriginals get first choice' and then when you go to Housing and they look at you and say 'Are you Aboriginal?' when you're fairish, not real dark. Not experienced it personally, but heard from others who have. ^{L_20}

This changed perception may be linked to the recent provision by DHPW of the IEO and the Elders program, as the following comment suggests: 'Housing [DHPW] understand better now ... some Aboriginal workers and the Elders help to identify issues' ^{L_22}, 'having [an] Elders in residence program and Indigenous Liaison officer is good' ^{L_3}.

The tenant had been in close contact with one of the Elders who had participated in the program until recently and was a strong advocate for Indigenous community involvement. This kind of response suggested that DHPW were communicating better with their Indigenous social housing tenants.

Most tenants commented favourably on YFS tenancy management, with a few minor qualifications. The participants felt that YFS people were good at communication, understood their needs, and provided appropriate support services. Clearly, the tenants also perceived considerable trust and respect from YFS workers. A man in his early thirties who had been on a disability pension for 20 years and was struggling with alcohol addiction realised that he needed to keep in contact with YFS:

It's a bit of a balancing act so that YFS understands. I always drink in moderation not desperation. I had a car accident when I was 18. My mate died and I was driving and I've got to live with that all my life. It's a bit hard to sleep at night... and that's why I love my alcohol. Communication is good with YFS. If I have a problem then I just ring them up ... ^{L_23}

Similarly a very young tenant offered praise for YFS:

All YFS programs are good—they're the best for Indigenous mob. It's all in one service. They drive you or go with you to Jobnetwork. They talk to other agencies for us, such as to find a house. After nine months that's not the end... you go on a waiting list for Burrabilly [youth service agency] depending on how serious your needs. ^{L_14}

YFS seem to have achieved a very workable relationship with the tenants in which they are actively participating in the services including case management; counselling; financial management, DFV support and other requested support. In terms of housing, however, it was clear that the individual case management approach and partnerships with other agencies were critical for increasing a client's readiness and capacity to achieve and sustain tenancy.

The importance of partner agencies was commented on by both government and community organisation managers, frontline workers and also tenants. As one frontline worker emphasised:

There's a need for stakeholders to work together, such as in foster care, health and DV. They need to keep in contact and build relationships; stay in contact and have good follow-up with other agencies. Check whether some particular issue arises across agencies and keep information up-to-date. ^{L_1}

A government employee emphasised the value of communication across agencies: 'sometimes it can be difficult for Indigenous clients where there is no relationship with staff or managers because of staff movement'. ^{L_3}

Conversely, others thought it was important to listen to people who have been working in the sector for a long time, particularly those in Indigenous organisations who have knowledge of and close association with Indigenous people.

6.4 Strategies

Within an RTA agreement, both tenants and tenancy managers have particular rights and responsibilities with a common goal of achieving a successful tenancy. Any strategies designed to support the tenancy goals should benefit both parties. In the case of social housing tenancies, the role of the tenancy managers is arguably more complex because of the nature of the clients. To be eligible for social housing, these tenants have been assessed as disadvantaged people with high to very high needs and ideally the manager's responsibilities should relate to those needs. As individual agencies have limited scope and resources, appropriate support requires arrangements between tenants, managers and other agencies in the form of partnering organisations. It seems there is a problem across the sectors, particularly with the number of different providers who may be involved for the most vulnerable tenants and the lack of understanding about the fundamental role of housing in removing disadvantage. As one community worker explained:

Housing is seen as a specialist skills set, but really it's a generalist skill set and should be recognised in this way. All the support services should include housing skills. I know of a woman ... people have as many as 11 service providers in their lives—not unusual, particularly if some Child Safety involvement. I think there's a lot of referring-services and not a lot of savvy doing-services. Logan gets a lot of funding ... just not managed. ^{L_27}

Individuals from all participant groups have commented on the strengths and weaknesses of current arrangements and the need for further support services for Indigenous tenants.

Participants made suggestions for strategies to build recognition between groups. Ideas centred around communication, education and special services and are listed as follows:

- Communication, such as interagency meetings; community meetings.
- Cultural awareness training beyond current levels (e.g. provided to DHPW by DATSIMA).
- Education about the norms of good rental behaviours, such as paying rent; maintenance; visitors.
- Whole-of-organisation approach to achieving targets for Indigenous clients.
- Appropriate housing for life-stage, such as need for four bedroom houses for large Indigenous families; granny flats for multi-generational households.
- Partnering with community organisations to provide wrap-around support for example develop further between DHPW and YFS.
- Information hub for managers and tenants

- Targeted programs for client groups, such as local youth crisis accommodation.

6.5 Key summary points

Tenant perspectives:

- Social and cultural networks are strong for most Indigenous social housing tenants who live in urban metropolitan Logan, as for Indigenous people who live in remote and regional Australia.
- Older Indigenous tenants on welfare support want to remain in social housing.
- Indigenous tenants often felt lack of trust and respect from housing managers.
- Some younger tenants feel trapped in social housing because of the rules.
- Tenants with a poor rental history found it difficult to achieve tenancies, particularly if TICA listed.
- Tenants did not feel informed or consulted about the changes in tenancy management or other aspects of the Logan Renewal Initiative.

Government perspectives:

- Change in rules (July 2013) required a change in thinking about social housing tenancy around eligibility and acceptable behaviour of tenants.
- Better coordination between tenancy management and other agencies will potentially come under Logan City Community Housing (later in 2015).
- Indigenous tenants are getting used to being assessed on the basis of need with no special considerations.

Indigenous and community organisation perspectives:

- Tenancy management needs good governance and cultural awareness.
- Indigenous social housing tenants need better advocacy.
- Wrap-around service with a single entry point works well for Indigenous tenants.
- Holistic approach to tenancy management with a focus on families, such as children and school attendance, can provide better support.
- Face-to-face communication can achieve greater trust between tenants and managers.

Enhancing the recognition space:

- Managers need to understand the parameters of Indigenous disadvantage and to acknowledge tenants' perceptions of racism and lack of respect.
- Rules based on mainstream behavioural norms are a barrier for Indigenous tenants and should be applied in more flexible ways.
- If the rules are applied with closer and more effective communication and support, the most disadvantaged Indigenous tenants will be more able to engage with services and acquire appropriate tenancy credentials, particularly rental histories.
- Everyone has a right to secure, safe and affordable housing, and so government must fund services for those who are most disadvantaged, including the homeless.

7 CONCLUSIONS

This study has identified critical differences between the types of housing conditionality and the corresponding effectiveness for achieving positive housing outcomes for Indigenous people in Logan. The government and tenant perspectives of the WHSC and their interactions with Indigenous clients suggested a normalising type of conditionality. In this way, the DHPW has set down its policies about the rules for tenancies and the rules are applied in the same way for all tenants, Indigenous and non-Indigenous. Community and Indigenous organisations have followed the same rules, but with some flexibility that can at times account for different values and culturally sanctioned behaviours. Following an adaptive approach, these service providers focused on case-management with frequent and respectful communication to build relationships between workers, clients and also partner agencies.

Depending on the type of conditionality, different housing outcomes were likely to have resulted for Indigenous people. Under the DHPW, the rights and responsibilities of the tenants and managers are clearly set down and closely followed. Frontline workers have limited opportunity to respond to individual client circumstances. Moreover, it is likely that non-Indigenous workers did not have detailed knowledge of Indigenous people's expectations and understandings about reciprocity and the role of government in providing housing assistance. As a result, Indigenous people have felt a lack of trust and respect which can be highly negative influences on the interactions with their tenancy manager and on their tenancy. Indigenous and community organisations have worked more closely with clients to develop greater understanding and trust. In many cases they have succeeded.

Most Indigenous tenants have maintained their tenancies by conforming to the rules. For others, their life circumstances have presented difficulties, sometimes resulting in loss of tenancy. If evicted from social housing by DHPW, then a tenant may have to show six to twelve months of good rental behavior before becoming eligible again. Alternatively, an eviction from private rental housing causes the tenant to be listed on TICA, the rental history database which is accessible to all sectors of the rental market across Australia. If tenants have been evicted from social housing and also appear on TICA, then they most likely have struggled to be housed, particularly in the period while they were ineligible for social housing. During that time they would have become more vulnerable, including being at risk of homelessness. So, although government workers believed that the tightened policies including ASB have helped to improve tenancy outcomes, it seems that Indigenous people experiencing vulnerability have not been housed by government in a sustainable way. As this study has shown, some Indigenous people in Logan are struggling to find a safe and secure place to live.

Some elements of conditionality have emerged that have more effectively enabled mutual understanding between tenants and managers in Logan. Individual managers are becoming more educated and aware of the complexity of Indigenous disadvantage and have worked with Indigenous clients in particular ways to develop better communication and support. It is not evident, however, that the systems currently in place for the management of social housing are transformative for the most disadvantaged Indigenous Australians.

It is most likely that LCCH will have commenced its social housing management in Logan by late 2015. With no dedicated Indigenous housing and a reduced capacity of local housing services as LCCH take over more stock, it is difficult to imagine an enhanced recognition space. However, there will be a greater need for community and Indigenous organisations to build partnerships in order to provide integrated case

management that places housing needs at the centre. It will be imperative for LCCH and Indigenous and community organisations to build networks and to support specialised services for Indigenous people which also must be appropriately funded by government. In this new environment, Indigenous housing organisations with good governance could lead the way to better housing outcomes for Indigenous social housing tenants.

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APPENDICES

Appendix 1: IMYRP generic questionnaire

IMYRP GENERIC QUESTIONNAIRE

Current Rules

1. What are the rules that you/tenants have to follow for your/their house? (Code)
2. What is the intended purpose/objective of each of these rules? (Code)
3. Is each of the rules working? [elicit each one] (Stop/Continue/Change)

Difficulty of rules

4. Are these rules getting tighter or slacking off (weaker)? (Tighter/same/weaker)
5. What rules are the most difficult for you/tenants to meet? (Elicit)
6. Do your/tenants ways of living / practices run up against these housing rules? (Yes/No, then Which?)
7. Which of these practices are allowed in Aboriginal culture? (Elicit and tick)
OR What Aboriginal people think is OK, but government people do not.
8. Should the rules respect Aboriginal ways of living, or should Aboriginal ways of living change to meet the rules? (Respect / Change / Compromise)

Helping with rules

9. Are family members helping with meeting the housing rules? (Yes/No, then How?)
10. Are community leaders helping with meeting the housing rules? [and elicit identity of community leaders] (Yes/No, then How?)
11. Are frontline workers within housing organisations helping with meeting the housing rules? (Yes/No, then How?)
12. Are frontline workers with government housing departments (or their agents) helping with the meeting housing rules? (Yes/No, then How?)
13. What could community leaders/family/housing frontline workers do to make it more easier to follow the rules? [select which agency is relevant to interviewees] (Code)
14. What is the housing department/agent trying to get to happen/achieve? (Record)
15. What is the Indigenous housing organisation trying to get to happen/achieve? (Record)
16. What is the housing tenant trying to get to happen/achieve? (Record)

Good practice

17. Can you describe situations where tenants, leaders, housing orgs and governments reached a shared understanding / working well together in running the rules? (Elicit and tick)
18. If you can get that, how can it be maintained (given the likely changes in policies and politics)? (Code)
19. What community strengths could help people to follow the rules? (Code)
20. What current / proposed programs could help tenants to follow the rules? (Elicit and tick)

21. Do you have any advice as to how can good practices be identified? [for agency/dept. Ask for examples] (Code) N.B. This question is too difficult for most Housing officers.

OR: Do you have any good ideas to tell Housing—how they can do their job better and make your house life better? [for tenant]

Appendix 2: RTA General tenancy agreement (Form 18a)

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Tenancy details

Item 1	1.1 Lessor
	Name/trading name
Address	
Postcode	

1.2	Phone	Mobile	Email

Item 2	2.1 Tenant/s	
	Tenant 1	Full name/s
	Phone	Email
	Tenant 2	Full name/s
	Phone	Email
	Tenant 3	Full name/s
	Phone	Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list.

Item 3	3.1 Agent If applicable. See clause 43
	Full name/trading name
	Address
Postcode	
3.2 Phone Mobile Email	

Item 4	Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)
	4.1 Lessor
	Email Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="text"/> Facsimile Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="text"/>
	4.2 Tenant/s
	Email Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="text"/> Facsimile Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="text"/>
	4.3 Agent
	Email Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="text"/> Facsimile Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="text"/>

Item 5	5.1 Address of the rental premises
Postcode	
5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary	

Item 6	6.1 The term of the agreement is <input type="checkbox"/> fixed term agreement <input type="checkbox"/> periodic agreement
	6.2 Starting on <input type="text"/> / <input type="text"/> / <input type="text"/> 6.3 Ending on <input type="text"/> / <input type="text"/> / <input type="text"/>

Fixed term agreements only.
For continuation of tenancy agreement, see clause 6



Item 7	Rent	\$ <input type="text"/>	per <input type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month	See clause 8(1)
Item 8	Rent must be paid on the	<input type="text"/>	day of each <input type="text"/>	<small>Insert day. See clause 8(2) Insert week, fortnight or month</small>
Item 9	Method of rent payment	<small>Insert the way the rent must be paid. See clause 8(3)</small> <input type="text"/>		
<small>Details for direct credit</small>				
BSB no.		<input type="text"/>	Bank/building society/credit union	<input type="text"/>
Account no.		<input type="text"/>	Account name	<input type="text"/>
Payment reference		<input type="text"/>		
Item 10	Place of rent payment	<small>Insert where the rent must be paid. See clause 8(4) to 8(6)</small> <input type="text"/>		
Item 11	Rental bond amount	\$ <input type="text"/>	See clause 13	
Item 12	12.1 The services supplied to the premises for which the tenant must pay <small>See clause 16</small>			
	Electricity	<input type="checkbox"/> Yes <input type="checkbox"/> No	Any other service that a tenant must pay	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No	Type <input type="text"/>	<small>See special terms (page 8)</small>
	Phone	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	12.2 Is the tenant to pay for water supplied to the premises <small>See clause 17</small>			
	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Item 13	If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. <small>For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)</small>			
	Electricity	<input type="text"/>	Any other service stated in item 12.1	<input type="text"/>
	Gas	<input type="text"/>	<small>See special terms (page 8)</small>	
	Phone	<input type="text"/>		
Item 14	How services must be paid for	<small>Insert for each how the tenant must pay. See clause 16(d)</small>		
	Electricity	<input type="text"/>		
	Gas	<input type="text"/>		
	Phone	<input type="text"/>		
	Any other service stated in item 12.1	<input type="text"/>		
	<small>See special terms (page 8)</small>			
Item 15	Number of persons allowed to reside at the premises	<input type="text"/>	See clause 23	
Item 16	16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? <input type="checkbox"/> Yes <input type="checkbox"/> No <small>See clause 22</small>			
	16.2 Has the tenant been given a copy of the relevant by-laws <small>See clause 22</small> <input type="checkbox"/> Yes <input type="checkbox"/> No			
Item 17	17.1 Pets approved <input type="checkbox"/> Yes <input type="checkbox"/> No <small>See clause 24(1)</small>			
	17.2 The types and number of pets that may be kept <small>See clause 24(2)</small>			
	Type <input type="text"/>	Number <input type="text"/>	Type <input type="text"/>	Number <input type="text"/>
Item 18	Nominated repairers <small>Insert name and telephone number for each. See clause 31</small>			
	Electrical repairs	<input type="text"/>	Phone	<input type="text"/>
	Plumbing repairs	<input type="text"/>	Phone	<input type="text"/>
	Other	<input type="text"/>	Phone	<input type="text"/>

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

- In this agreement –
- a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
 - a reference to a numbered section is a reference to the section in the Act with that number; and
 - a reference to a numbered item is a reference to the item with that number in part 1; and
 - a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- The lessor and tenant may agree on other terms of this agreement (**special terms**).
- A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- A standard term overrides a special term if they are inconsistent.
Note – Some breaches of this agreement may also be an offence under the Act, for example, if –
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

- This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- Each tenant named in this agreement for item 2 –
 - holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- The tenancy starts on the day stated in this agreement for item 6.2.
- However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s 65

- The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
 - the day the tenant is entitled to occupy the premises;
 - the day the tenant is given the copy of the condition report.*Note* – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement – s 70

- This clause applies if –
 - this agreement is a fixed term agreement; and
 - none of the following notices are given, or agreements or applications made before the day the term ends (**the end day**) –
 - a notice to leave;
 - a notice of intention to leave;
 - an abandonment termination notice;
 - a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - a written agreement between the lessor and tenant to end the agreement.
- This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note – For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement

- This clause applies if –
 - this agreement is a fixed term agreement; and
 - the tenant terminates it before the term ends in a way not permitted under the Act.
- The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
Note – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

8 When, how and where rent must be paid – ss 83 and 85

- The tenant must pay the rent stated in this agreement for item 7.
- The rent must be paid at the times stated in this agreement for item 8.
- The rent must be paid –
 - in the way stated in this agreement for item 9; or
 - in the way agreed after the signing of this agreement by –
 - the lessor or tenant giving the other party a notice proposing the way; and
 - the other party agreeing to the proposal in writing; or
 - if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).
Note – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
- The rent must be paid at the place stated in this agreement for item 10.
- However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.
Examples of an appropriate place –
 - the lessor's address for service
 - the lessor's agent's office

9 Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- for a periodic agreement – 2 weeks rent; or
- for a fixed term agreement – 1 month rent.

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase – s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement – before the term ends.

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.
Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the tenant signs this agreement.

Note – There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.
Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.
Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 154

- (1) The tenant must increase the rental bond if –
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either –
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note – Section 165(3) limits the amount the tenant must pay.

17 Water service charges – ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note – A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount –
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
Note – For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause –
water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.
Note – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments –

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note – Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises – ss 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note – See the information statement for details.

21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance –

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
- causing loud noises
- allowing large amounts of water to escape onto adjoining land

- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to –
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure –
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must –
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.

Note – For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures – the fixtures were not attached to the premises by the lessor.
- (4) In this clause –

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations – s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207–209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms –

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
- (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys – s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
- (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks – ss 211 and 212

- (1) The lessor or the tenant may change locks if –
- (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
- Example of a reasonable excuse –*
an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
- (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following –
- (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
- (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage – s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
- (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
- (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
- Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
- (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement – s 277

- (1) This agreement ends only if –
- (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note – See the information statement for details.

37 Condition premises must be left in – s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address – s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report – s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises – ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
 - (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
- Note* – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

Note – See section 164 for what is a service charge.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note – See the information statement for a list of the approved forms.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

Signature of lessor/agent

Name/trading name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 1

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 2

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Signature of tenant 3

Print name

Signature

Date / /

in the presence of (witness)

Print name

Witness signature

Date / /

Appendix 3: Kingston East Neighbourhood Group Inc. tenancy agreement p.1



ABN 45 496 714 608

Kingston East Neighbourhood Group Inc.

177 Meakin Road, Slacks Creek Qld 4127
PO Box 622, Woodridge Qld 4114

Kingston East
Community Centre
Tel: (07) 3808 1684
Fax: (07) 3209 4271
Email: admin@keng.org.au
Website: www.keng.org.au

Occasional Childcare
Tel: (07) 3808 9271

Emergency Relief
Tel: (07) 3808 8582

TENANCY AGREEMENT

KINGSTON EAST NEIGHBOURHOOD GROUP Inc. (K.E.N.G.) offers accommodation on a week to week basis, for a maximum period of THREE (3) months, at the discretion of the manager. It is acknowledged that K.E.N.G will where necessary refer residents to appropriate agency/agencies for support and counselling, and participation in such counselling and support programs is a condition of the provision of accommodation.

THIS AGREEMENT IS MADE BETWEEN Kingston East Neighbourhood Group Inc. (K.E.N.G) 177 Meakin Road, Slacks Creek, Qld, 4127 hereinafter referred to as "the lessor".

AND _____ hereinafter referred to as "the tenant".

ADDRESS OF THE RENTAL PREMISES

The term of the agreement is temporary emergency accommodation on a month to month basis for a maximum period of THREE (3) months.

Starting on _____ Ending on _____

Rental \$ _____ per ☐ week ☐ fortnight Bond \$ _____

Method of rent payment _____

The services supplied to the premises for which the tenant must pay

Electricity ☐ Gas ☐ Phone ☐ Water ☐

Pets approved ☐ Yes/No

I/We _____

Hereby acknowledge that I/we have read and understand the conditions contained herein and agree to abide by them.

DATED this _____ DAY of _____ in the year of 20____

Signed by the Tenant/s _____

K.E.N.G representative _____

AHURI Research Centres

AHURI Research Centre—Curtin University

AHURI Research Centre—RMIT University

AHURI Research Centre—Swinburne University of Technology

AHURI Research Centre—The University of Adelaide

AHURI Research Centre—The University of New South Wales

AHURI Research Centre—The University of Sydney

AHURI Research Centre—The University of Western Australia

AHURI Research Centre—University of Tasmania

Australian Housing and Urban Research Institute

Level 1, 114 Flinders Street, Melbourne Victoria 3000

Phone +61 3 9660 2300

Email information@ahuri.edu.au

Web www.ahuri.edu.au