

Community Living

Community Supports

To make community living possible, many people with disability require more than just a house. They also need support to live interdependently. Each person has different support needs which may include -

- personal care assistance
- help with housework, home maintenance, etc
- help with developing independent living skills
- emotional support
- friendship and companionship

Some of these needs can be met by services; others can only be met through relationships which develop out of natural love and affection.

There are a number of organisations which provide personal care support in Queensland. However, the personal care support available falls far short of the need.

And, although some support services are developing new models for operation which give more control to the person with disability, many services operate in a manner which does not enhance the freedom or dignity of the individuals using them.

Public Housing

Most people - about 98% - live in private homes - either their own home or a rented home. The Queensland Department of Housing, Local Government and Planning (QDHLGP) seeks to meet the housing needs of the those people who do not live in private homes through the provision of secure, affordable and appropriate public housing.

Public housing programs are designed to assist people on low incomes. Many people with disability are reliant upon government income support and therefore fall into the low income brackets. Public housing therefore plays an important role in meeting the housing needs of people with disability.

The Queensland Department of Housing, Local Government and Planning offers housing assistance in the following areas -

- public rental housing
- private rental assistance
- community housing, and
- home ownership assistance

Public Rental Housing

How to Apply

If you wish to apply for public rental housing, contact one of the Area Offices of the QDHLGP. The Area Office can help to guide you through the available options. It may be that public rental housing is not your only option. With assistance from the Department - for example, in the form of a bond loan or one of the home ownership schemes - it may be possible for you to rent privately or buy your own home.

When you apply for your home, you can nominate three areas as the areas you would like to live. Your name is then placed on a waiting list and when your name gets to the top of the list, you will be allocated a home. If you refuse an offer of a house without good reason, your name will go to the bottom of the waiting list.

Eligibility Criteria

Generally, you will be eligible for public rental housing if -

- you do not own a home
- you are an Australian citizen or have applied for permanent residency
- the members of your household have a combined gross income of less than \$55,000

- you are a resident of Queensland
- you are over 18 (although you can apply once you are 17)

At one time you could not apply if you were single. This is no longer the case and single people and groups of individuals can apply for public rental housing.

Waiting Periods

You may have to wait quite some time for your public rental home to come through, up to two or three years. The length of time you will have to wait depends upon the areas you have chosen as your preferences.

Community Rent Scheme

Once your name has been placed on the waiting list, you may be eligible to rent a house through the Community Rent Scheme (CRS). The CRS provides subsidised rental accommodation which is available on a priority basis according to need. The CRS specifically targets certain groups of people for priority for CRS housing. People with disability are one of the targeted groups.

Rent

When you are renting public housing, your rent is determined according to your income. The rent you pay is generally 25%-30% of your income.

Your Tenancy Agreement

When you are allocated your home, you will have to sign a tenancy agreement, just as tenants of private rental accommodation sign lease agreements. The QDHLGP practice is that, even where there is a question of legal capacity to contract, the tenant signs their own tenancy agreement, rather than having someone sign on their behalf. It is important to remember that contracts for necessary goods and services (which include accommodation) are enforceable by the other party to the contract irrespective of whether the tenant has legal capacity to sign. It is important then that safeguards are in place to ensure that people who do not have legal capacity and who sign a lease are not disadvantaged by having to fulfil obligations which they did not understand.

The tenancy agreement which the QDHLGP uses is currently under review. Under the current lease, you are not responsible for any repairs required as a result of the *fair wear and tear* of the premises, although you are responsible for all other repairs.

Under the lease, if you want to leave, you need only give *one weeks' notice* of your intention to leave. Similarly, the Department of Housing is only required to give you *one weeks' notice*, when they want you to leave.

QDHLGP leases are not fixed term leases, but periodic tenancies which operate from one fortnight to the next.

The rights and obligations of tenants under a QDHLGP lease are governed by the *State Housing Act 1945 (Qld)* rather than the *Residential Tenancies Act 1975 (Qld)* which governs the rights and obligations of all other tenants and landlords. In some areas, the rights of public housing tenants are more restricted than those of private tenants. For example, under the QDHLGP lease, only one weeks' notice is required by the Department when asking a tenant to leave, while the *Residential Tenancies Act* requires either one months' notice or 14 days' notice where the lease has been breached.

Pets

The QDHLGP now allows you to keep a cat or, in some cases, a small dog provided you get permission from the Department to keep the pet and certain conditions are met. Contact the Department if you have any exceptional circumstances which you would like considered.

Privacy and Quiet Enjoyment

In a public housing rental home, you have less rights to privacy than in a privately rented home. The tenancy agreement you sign states that you must allow any person from the Housing Department to enter your home at all reasonable times for the purposes of inspection or repairs or of finding out how many occupants you have in your home.

You may find that if you have friends stay over often, you will be asked to pay increased rent as the rent you pay is assessed on the basis of the income of all the people living in the house. Check with the Department to find out when you will be asked to pay increased rent for regular visitors.

Home Ownership Assistance

The QDHLGP operates programs under the H.O.M.E. (Home Ownership Made Easier) Program to assist people to buy their own home. Contact the Department for information on the programs offered which may assist you to buy your own home.

The Department also offers financial assistance under the Deposit Assistance Scheme to people with disability or their family who are purchasing a home under the H.O.M.E. Loan or H.O.M.E. Shared Schemes. This assistance comes in the form of one-off grants of up to \$10,000 for modifications to the home you or a family member are purchasing.

The *Home Secure* and *Home Assist* programs provide funding to community groups to provide help with, and advice about, home maintenance, modifications and security.

Community Housing

Community housing can take many forms. It may include tenant managed housing co-operatives. It may include housing stock managed at a local level by non-government organisations which receive funding from local and state government. The non-government organisation may be a Church or community group or it may be a housing co-operative.

Group Houses

Many of these houses are group houses in which several people with disability live together and share a support service. Some of these houses are home for four or five people. The QDHLGP is trying to reduce the size of these group homes by building, for example, two three-bedroom houses back to back or groups of three two-bedroom flats.

These group housing arrangements grow out of the support needs of the people who live in them. They usually do not reflect the personal preference of the people who live in them. The fact that these group homes exist reflects the inadequacies of the funding available to support services. Present funding levels do not enable people with disability, who are capable of doing so, to live independently in the community. The need to share support services means they must live in groups.

There is an inbuilt conflict of interest for organisations which attempt to meet both the housing and support needs of one person. In attempting to be both landlord and service provider, situations are bound to arise in which conflicts of interest arise and your privacy is breached. For example, if an employee of the organisation enters the house in the capacity of service provider and sees some damage has occurred in the house, this information is likely to be passed on to the organisation in its capacity as landlord. Or if a personal care attendant sees that you are spending your money in a way that she or he does not approve, then she or he, out of allegiance to her employer as landlord, may raise the concern that the way you are spending your money will mean that you will not be able to pay the rent. As well, that organisation gains a great deal of control over your life. It becomes difficult for you to complain about the quality of the service you are receiving if you are also dependent upon the same organisation for the security of your housing.

The *Disability Services Act 1992* (Qld) sets out the objectives which disability services and programs which receive government funding must promote. One of these objectives states that "*programs and services should be designed and implemented to ensure that no single organisation that is a service provider exercises control over all or most aspects of the life of a person with a disability*". (*Disability Services Act*, s. 18). If your service is not promoting this objective and is funded by the Department of Family Services and Aboriginal and Islander Affairs, make a complaint to the Department.

If you live in a group home, it is useful to have a tenancy agreement which sets out your rights and obligations while living in the group house and also those of the landlord. It may be useful to have a lease drafted to cover your group housing arrangement as standard leases frequently do not adequately address the issues which are important for people with disability. For example, long-term security in accommodation may be very important to you. It may be useful to include some method of dispute resolution to avoid disputes unnecessarily resulting in eviction.

Housing Co-operatives

Community housing can also take the form of housing co-operatives. Housing co-operatives are usually tenant managed and therefore provide the tenants with much more control over their living circumstances.

Private Rental Accommodation

Your rights and obligations as a tenant will depend upon whether you are a *tenant* or a *licensee*. *Tenants* have more rights than licensees. You are a tenant if you have a lease agreement (which need not necessarily be in writing, although it is much better if it is) which gives you exclusive possession to the house or flat you are renting for a specific period of time. You have exclusive possession if you are entitled to exclude others, even the landlord under most circumstances, from the premises you are renting.

Licensees have only a licence to occupy premises. They have the right to occupy the premises, but not to exclusive possession of the premises. Lodgers and boarding house residents and residents of nursing homes are usually licensees. They have less rights than tenants.

The law which regulates the private rental market is the *Residential Tenancies Act 1975 (Qld)*. The *Residential Tenancies Act* covers rental of houses, units and flats, but not holiday accommodation, caravans or boarding houses.

The *Residential Tenancies Act* is badly in need of reform. It does not work well in practice and does not provide the protections which you need. It fails to provide simple mechanisms by which landlords can be required to meet their obligations. Often the easiest legal option open to a tenant in certain circumstances is to end the tenancy. This is often impractical or not the result you want. The *Residential Tenancies Act* is presently being reviewed with a view to reform.

Nevertheless the *Residential Tenancies Act* does provide some protections by automatically implying certain terms into your lease, even if you and the landlord do not specifically include them. These are called *implied terms*. These implied terms will over-rule any contrary terms in the lease and cover things such as repairs and your right to quiet enjoyment.

Finding a Place to Live

Accessibility

If you have a physical disability, finding suitable accessible accommodation may take some time. For this reason, it is important that once you do find something, you try to get a long-term lease so that you are not faced with the task of finding accessible accommodation at short notice.

If you find a house or flat which could be made accessible with a few alterations, you can ask the landlord to allow you to make these alterations. For example, you might require a rail or a ramp. You may need some adaptations to the shower or bathroom.

Under the *Anti-Discrimination Act 1991 (Qld)* and the *Disability Discrimination Act 1992 (Cth)*, the landlord must allow you to make alterations to meet your special needs if -

- you pay for the alterations
- it is not necessary to alter the premises of any other occupant in order to make the alterations you require
- the action required to restore the accommodation to its previous condition is reasonably practicable
- you agree to restore the accommodation to its previous condition before leaving, and
- it is reasonably likely that you will do so

Although these provisions offer you some protection against unco-operative landlords, the financial burden of modifications and restorations lie solely with you as the tenant. And, unfortunately, there are no government programs to assist you financially with major modifications.

The *Home Secure* and *Home Assist* programs provide some funding to community groups to provide help with, and advice about, home maintenance, modifications and security.

Discrimination

When trying to find a place to rent, you may be confronted with discrimination from landlords or real estate agents who discriminate against you because of your disability. The Queensland and Commonwealth anti-discrimination laws make it illegal to discriminate against a person because of their disability in the area of accommodation.

Under the Queensland *Anti-Discrimination Act*, accommodation includes not only houses and flats, but also -

- business premises
- a hotel or motel
- a boarding house or hostel
- a caravan or caravan site
- a mobile home or mobile home site
- a camping site, and
- a building or construction site

The *Anti-Discrimination Act* makes it illegal to discriminate *before an accommodation agreement is made* -

- by failing to accept an application for accommodation
- by failing to renew or extend the supply of accommodation
- in the way an application is processed, or
- in the terms on which accommodation is offered, renewed or extended

For example, it would be illegal for a landlord to refuse to rent a flat to a couple because their child had a disability.

And it is illegal to discriminate *after an accommodation agreement is made* -

- in varying the terms on which accommodation is supplied
- in denying or limiting access to any benefit associated with accommodation
- in evicting you from the accommodation, or
- by treating you unfavourably in any way in connection with the accommodation

For example, it would be illegal for the landlord of a block of units to deny a person who uses a wheelchair the opportunity to use the collective swimming pool which all the other residents are entitled to use.

It is also illegal to discriminate against you on the grounds that you need to keep a *guide dog* by -

- refusing to rent to you because you have a guide dog
- requiring you to keep the dog elsewhere, or
- requesting or requiring you to pay extra rent because the dog lives with you

However, you would still be responsible for any damage the dog caused to the property.

The *Anti-Discrimination Act* has certain *exemptions* which make discrimination legal in some circumstances.

So, it is not illegal for a person to discriminate in selecting a tenant for accommodation that forms part of the main home of that person or a near relative and is for no more than three people other than the person or a near relative of the person.

It is also not illegal for an educational authority which operates wholly or mainly for students who have a general or specific disability to provide accommodation wholly or mainly for students who have a general, or the specific, disability.

Finally, it is not illegal to discriminate on the grounds of disability if you would require special services or facilities because of your disability and it would impose *unjustifiable hardship* on the landlord to supply those services or facilities. It is up to the *Anti-Discrimination Tribunal* to decide what amounts to 'unjustifiable hardship'. In deciding this, they would look at all the relevant circumstances of the case, including -

- the nature of the special services or facilities
- the cost of supplying the special services or facilities and the number of people who would benefit or be disadvantaged
- the financial circumstances of the person

- the disruption that supplying the special services or facilities might cause, and
- the nature of any benefit or detriment to all people concerned

Signing the Lease and Moving In

Signing the Lease. Although it is possible to create a legal tenancy agreement verbally with your landlord without ever signing a lease, it is not wise to do this. It is better for everyone involved if your responsibilities and the landlord's responsibilities are clearly written down. In addition to the rights and responsibilities which are written in the lease, the *Residential Tenancies Act* implies certain rights and responsibilities into your lease [see *Your Rights and Obligations as a Tenant* below at page 14].

Before signing the lease, inspect the property thoroughly and make clear arrangements about any repairs or alterations that need to be made before you move in. Clarify whose responsibility it is to make and pay for them. It is also important that you fill out a Condition Report which states the condition of the property and the house and any contents of the house at the time you moved in. This is very important when you want to get your bond back [See *Bonds* below at page 13].

It is important that you understand all your rights and responsibilities as a tenant before signing the lease. Many landlords use the REIQ standard lease form. It is a good idea to become familiar with this form before you begin looking for a house so that you know exactly what you are signing when you do sign your lease. You may wish to have a friend or advocate come with you to help you with reading and understanding the lease before you sign.

The landlord must give you a copy of the lease within 30 days of the date of the agreement. If the landlord does not give you a copy of the lease within the 30 days, then you are not obliged to pay rent until she or he does give you one. However, you should seek legal advice before doing so. If you stop paying rent without a justifiable excuse, you could be evicted.

Capacity To Make a Tenancy Agreement. When you come to sign your lease, the question may arise: Are you capable of signing the lease yourself or should someone else sign it on your behalf?

A tenancy agreement is a type of contract. To be able to make a fully enforceable contract, you are legally required to have a certain *capacity* to make the contract. You have legal capacity to make a contract if you understand the general nature of the agreement you are making, although you do not need to understand all the legal terminology used in the lease.

So, in signing a tenancy agreement, you would simply need to understand in broad terms that the lease entitles you to live in a particular house or flat for a particular period and that in return you must pay the rent and take care of the premises.

Generally, if you lack the required capacity to enter a contract and the person you were making the contract with knew, or ought to have known, that you did not

understand the general nature of what you were doing, the contract is *voidable*. This means that you do not have to perform your obligations under the contract, although you can if you choose to do so.

However, a contract for *necessaries* can be enforced by the person you made it with, even if you lacked the legal capacity to make it. Goods are *necessaries* if they are suitable to your condition in life and to your actual requirements at the time of the contract. Shelter, along with food and clothing, are necessary items, provided they are of a standard and value which is appropriate to your income and style of life.

For example, if your income is \$200 per week and you sign a lease to rent a luxury unit for \$350 per week, this could not be considered to be a necessary. The contract would be voidable. On the other hand, with an income of \$200 per week, it would be quite acceptable to rent a small flat for \$70 per week. Such a contract would be enforceable, even if you lacked the capacity required to enter any other type of contract.

Types of Tenancies. Your tenancy agreement may be one of two types - a *fixed term* tenancy or a *periodic* tenancy.

Fixed term tenancies are tenancy agreements for a set period of time - for example, six months. A fixed term tenancy gives you much more security and this may be important, particularly if it has taken you some time to find suitable accommodation. Under a fixed term tenancy, the landlord cannot ask you to leave before the term expires unless you break the lease.

On the other hand, if you want to leave before the tenancy expires, you are responsible for paying the rent up until the time the lease expires or until the landlord can find someone else to take your place. You would also be responsible for paying for the cost of re-advertising the property. The landlord does, however, have to take reasonable steps to find a new tenant.

A *periodic tenancy* has a recurring period, usually from one rent day to the next. Your tenancy will be a periodic tenancy if -

- you and your landlord have not specified a set period in your lease, or
- if your fixed term lease has expired and you have not renewed the lease for another fixed period, but you and your landlord have agreed that you should stay on

A periodic tenancy gives you much less security than a fixed term tenancy. The landlord can ask you to leave at any time provided she or he gives you one month's notice in writing. If you have breached the lease, the landlord need only give you 14 days' notice in writing to leave. You only need to give *14 days' notice* to the landlord if you want to leave. It is wise that you give your notice in writing and keep a copy of it in case any dispute arises.

Bonds

You will usually be asked to pay a bond when you sign your lease. A bond is a security deposit for the landlord which must be held by the *Rental Bond Authority* until your tenancy ends. It is a guarantee for the landlord against any damage you may cause to the landlord's property or any rent you may fail to pay. At the end of the tenancy, you are entitled to get your bond back from the Rental Bond Authority provided you have left the property in good condition and with no rent owing [see *Getting Your Bond Back* below].

Bond loans. The bond is usually the equivalent of four weeks' rent. For some people, it is very difficult to find enough money to pay both the bond and the first two weeks' rent out of the one pay packet. The Queensland Department of Housing Local Government and Planning (QDHLGP) has a *Bond Loan Scheme* under which they lend bond money to eligible tenants who repay it in instalments. Contact the QDHLGP to find out whether you are eligible for a bond loan.

When you pay your bond money, make sure that -

- you are given a *receipt* for it
- you fill out and sign a *Bond Lodgment* form, and
- you complete a *Condition Report*, with the landlord if possible to make sure that you both agree about the condition of the house when you move in

Bond Lodgment Form. The *Bond Lodgment* form is sent by the landlord to the Rental Bond Authority along with your bond. The Rental Bond Authority will send you a notice (an Advice of Lodgment) a few weeks later telling you that they have received your bond. You should keep this notice with your tenancy papers so that you can quote the reference number if you need to make any inquiries about your bond during the tenancy. If you do not receive an Advice of Lodgment form within two months of lodging your bond, you should contact the Rental Bond Authority to check whether the landlord has lodged your bond money.

Condition Report. The Condition Report is a very important document. It is a report which both you and the landlord fill in about the condition of the premises when you move in. The report asks you and your landlord to rate the rooms and fittings in the premises as either *clean, undamaged* or *working*. You are free to disagree with the way the landlord has rated the premises and you can also make written comments which clarify the rating you have given. The Condition Report is very important in the case of any dispute over the bond when you leave.

Getting Your Bond Back. When you move, you should go over the premises with the landlord to check their condition. If you and the landlord both agree about the amount of the bond you should get back, you should complete and sign an *Application for Refund of Rental Bond* together and lodge it with the Rental Bond Authority. You can obtain one of these forms from a Post Office. Your application for refund of the bond can be lodged at the Post Office also. The Post Office will forward it to the Rental Bond Authority.

If you and the landlord disagree over who should receive the bond, then either you or the landlord can lodge the Application for Refund of Rental Bond with the Rental Bond Authority, again through a Post Office if you wish. The Rental Bond Authority will pay out any of the bond money which is not in dispute.

The question of who should get the disputed bond money is decided by the Small Claims Tribunal. The Small Claims Tribunal is an informal court in which a referee makes a final decision about what should happen to the bond money. If you believe you are entitled to the bond money, pursue your claim in the Small Claims Tribunal.

Your Rights and Obligations as a Tenant

Repairs. The landlord is responsible for keeping the premises "*in good tenantable repair and in a condition fit for human habitation*". This responsibility also applies to fixtures, fittings, goods and chattels which are let with the house.

Even if there is a clause in the lease which says that you are responsible for repairs, the clause will have no effect and the landlord is still responsible for repairs which result from fair wear and tear of the premises.

However, you are responsible for repairing any damage caused by wilful conduct on behalf of yourself or your friends. You also have an obligation to generally care for the premises and their fixtures and fittings "*in the manner of a good tenant*".

What these responsibilities mean in practice is that you must make all the day-to-day repairs to the property - such as replacing light globes and fuses. The landlord is responsible for repairing things such as gas leaks, faulty stoves, leaking rooves, etc provided you did not do anything which caused them to need repair.

Although the landlord has certain responsibilities regarding repairs, the *Residential Tenancies Act* does not contain specific mechanisms for ensuring that the landlord meets those obligations. Apart from applying moral pressure, your easiest legal option is to end the tenancy. This is probably not what you want.

Damage Caused by Wheelchairs. It is not uncommon for some damage to result from the use of wheelchairs, particularly electric wheelchairs. Carpets and walls may be damaged. The question of who is responsible for such damage remains somewhat unclear. In practice, it is usually the tenant who is held responsible for such damage.

However, under the *Residential Tenancies Act*, tenants are only responsible for damage caused by wilful or negligent conduct by themselves or their guests. The incidental damage caused by a wheelchair is certainly not wilful and is the kind of damage which ought to be expected when a person uses a wheelchair. It is arguable that for a person who uses a wheelchair, scuffs on the wall and slightly heavier wearing of the carpet could be regarded as fair wear and tear. It is also arguable that landlords must accept their tenants as they find them and accept responsibility, within reasonable bounds, for the fair wear and tear which could be expected of tenants with certain attributes. For example, if the tenant is a smoker, fair wear and tear of the house could be some discolouration of the walls.

The *Anti-Discrimination Act* makes it illegal for landlords to discriminate against people on the basis of a wide range of attributes, including disability. This means that landlords earning income from the private rental market have a responsibility to treat all tenants on equal terms provided this does not cause the landlord *unjustifiable hardship* [see *Discrimination* above at page 9].

Fixtures. In general, any fixtures you attach to the house you are renting become the property of the owner. Whether or not something is a fixture will depend upon how securely it is attached to the property - for example, whether it is nailed or merely rests under its own weight. It will also depend upon whether the tenant intended that the annexure should become part of the land.

An exception to the general rule that fixtures attached by the tenant become the property of the owner is *tenant's fixtures*. Tenant's fixtures include: trade fixtures and ornamental and domestic fixtures. Trade fixtures are fixtures you attach for the purpose of your trade or business. Ornamental fixtures are fixtures attached for ornament or convenience. If you affix any of these types of fixtures, you may remove them before the end of the tenancy or, in some circumstances, within a reasonable period after the end of the tenancy; provided they can be removed without damaging the property.

You should bear these rules in mind when making any alterations or improvements to a rented house. If you want to be able to take the fixtures with you, it is wise to make a specific agreement with the landlord and include this as a clause in your lease.

Under the *Anti-Discrimination Act* 1991 (Qld), s. 84, a landlord is obliged to allow you to make alterations to meet your special needs provided -

- the alteration is at your expense
- the alteration does not require an alteration to the premises of another occupier
- it is reasonably practicable to restore the premises to their original condition, and
- you undertake to restore the accommodation to its previous condition before leaving and it is reasonably likely that you will do so.

Privacy and Quiet Enjoyment. As a tenant, you have the right to *exclusive possession* of your house or flat. This means that you can exclude anyone, including the landlord in most circumstances, from your home. The landlord must allow you to have *quiet enjoyment* of your home.

If your landlord wants to enter your home, she or he must give you *reasonable notice in writing*. The landlord can only enter for the purposes of -

- inspecting the state of repair of your home
- showing the premises to prospective purchasers or tenants, or
- doing any necessary repairs and carrying out the requirements of any public authority

In some special circumstances, the landlord can also enter your home *without notice*. The landlord can do this if she or he believes on reasonable grounds that -

- your well-being requires it, or
- she or he needs to enter to protect the house or furnishings from imminent or further damage

You also have a responsibility not to cause a disturbance or be a nuisance or annoyance to your neighbours.

Ending the Tenancy

In the case of a *periodic tenancy*, either you or the landlord can end the tenancy at any time. If you are ending the tenancy, you must give the landlord *at least 14 days' notice*. This notice does not need to be in writing, but it is wise to put it in writing in case any dispute arises. The landlord must give you *at least one month's notice*.

In the case of a *fixed term tenancy*, you can end the tenancy only if the landlord has breached his or her responsibilities under the lease. In that case, you must give *14 days' notice* and should specify in the notice what the nature of the breach is. If you want to leave and the landlord has not breached the lease, you will be responsible for paying the rent until the end of the lease unless the landlord can find another tenant to take your place. You would be responsible for any costs associated with re-letting the premises, such as re-advertising for tenants.

The landlord can end a fixed term tenancy if you breach the conditions of the lease, provided she or he gives you *14 days' notice* in writing in the form of a Notice to Quit. If you are not given 14 days' notice, the Notice to Quit is not valid and you do not have to leave. A new Notice to Quit must be given to you. Neither the landlord nor the tenant has to give any notice if they want to end the tenancy when the term of the tenancy runs out; the tenancy automatically ends at the end of the fixed term. If nothing is said and you stay on after that date, the tenancy becomes a periodic one.

Eviction

If you have received a valid Notice to Quit and do not leave, the landlord can then apply to the Magistrate's Court for a Court order for eviction. If the Court makes an order, the police will be asked to come and forcibly remove you and your possessions from the premises.

In some cases, landlords seek to evict tenants themselves. This is known as self-eviction. If the landlord uses undue force in doing so, you could bring civil or criminal proceedings against him or her.

Tenancy Information and Advice

Comprehensive information and advice on tenancy issues is available to all Queensland tenants from the Tenants' Union of Queensland [see *Contacts* below at page 18].

Crisis Accommodation for People with Disability

Crisis accommodation - such as women's and youth refuges - provide emergency accommodation for people who are in a state of crisis, often escaping violence. Both men and women with disability are especially vulnerable to abuse and need to have access to refuges.

However, crisis accommodation which can meet the needs of people with disability is sadly lacking in Queensland. Most refuges are inaccessible.

The domestic violence telephone crisis counselling service may be able to assist you with counselling and information - (008) 811 811.

Hostels and Boarding Houses

Although hostels and boarding houses are located in the community, the conditions under which many of the residents live are institutional conditions. Many of these establishments house people with disability in segregated settings in over-crowded, unhygienic conditions.

The residents are vulnerable to physical and psychological abuse and financial exploitation. Many hostels take the greater part of the residents' pension, leaving them only a very small amount of money for personal expenses. Hostels also frequently control the residents' medication, at times giving medication which has not been prescribed by doctors.

If you live in a hostel or boarding house, you have few legal rights which can afford you any real protection. A resident of a hostel or boarding house is a *licensee* rather than a tenant. Licensees do not have the same legal rights as other tenants. The *Residential Tenancies Act* which provides some protection to tenants does not apply to licensees. Licensees can be evicted without notice and have no legal rights to demand repairs to their accommodation. Their rent can be increased without notice.

However, a report recommending changes to the *Residential Tenancies Act* recommends that the *Residential Tenancies Act* be changed to provide protections to boarders and lodgers similar to those available to tenants.

Apart from some health and fire regulations which control physical conditions in these institutions, there are no regulations to address quality of life issues.

Contacts:

Department of Local Government, Housing and Planning (QDLGHP)
4th Floor,
Anzac Square Building
202 Adelaide Street
Brisbane Qld 4000
(07) 227 8348 or (008) 177 289

Bond Loan Scheme
(008) 177 292
(07) (07) 227 8348

Housing Resource Service (HRS) provides tenants with legal advice, information and advocacy support. There are Housing Resource Services in 26 locations in Queensland. Contact the Department of Housing to find out which HRS is closest to you.

Queensland Disability Housing Coalition
P O Box 5730
West End 4101
Phone: (07) 846 2389

Tenants' Union of Queensland
109 Commercial Rd
Teneriffe 4005
Phone: (07) 257 1411

Queensland Advocacy Incorporated (QAI) is an independent, community based systems advocacy organisation for people with disability in Queensland.

QAI advocates for the fundamental needs, rights and protection of the most vulnerable people with disability in Queensland. QAI does this by engaging in systems advocacy work - primarily law reform and policy development, and by supporting the development of a range of advocacy initiatives in this State. QAI also provides limited legal advice to people with disabilities, families and advocates who wish to know their legal rights and have them recognised.

QAI is funded by the Department of Health, Housing and Community Services, under the Commonwealth Disability Services Act and is run by a management committee, the majority of whom are people with disability.