



Australian Government

Department of Infrastructure, Transport,
Regional Development and Communications

REGIONAL, CITIES AND TERRITORIES GROUP / TERRITORIES DIVISION / JERVIS BAY TERRITORY AND INTERAGENCY
ENGAGEMENT AND COORDINATION

Management of Australian Government-owned houses in the Jervis Bay Territory

March 2021

Introduction

The policy applies to Australian Government owned houses in the Jervis Bay Village in the Jervis Bay Territory (JBT).

The policy will be provided to all tenants on request, at the commencement of a lease, and will be posted on the Department of Infrastructure, Transport, Communications and Regional Development's (the Department's) internet site.

Objectives

1. This policy reflects the Department's commitment to the efficient management of Australian Government owned houses in the Jervis Bay Village.
2. The Department will:
 - 2.1 provide the overall policy framework and high level decision making for the administration of leases and the maintenance of the houses
 - 2.2 contract a property manager to perform day-to-day housing management functions, and
 - 2.3 comply with relevant laws and policies.

Entering into leases

Allocation of housing

3. The following arrangements will generally apply to the allocation of houses:
 - 3.1 The first priority for allocating houses is to Departmental employees working in, or deployed to the JBT, where the Department has determined there is a business case for the employee to occupy the house in relation to their employment.
 - 3.2 Next, the allocation or use of vacant houses in Village Road will be offered to Australian Government agencies for their short or long term use. This is currently the case with Australian Federal Police, The Director of National Parks on Behalf of Booderee National Park, and the Department of Defence.
 - 3.3 Next, vacant houses may be made available for short or long term use by the Wreck Bay Aboriginal Community Council, by agreement with the Department.
 - 3.4 Next, vacant houses may be made available for private lease having regard to the above Australian Government purposes.

Tenancy Agreements

4. Tenancies in the Jervis Bay Village will be managed in accordance with this policy and all other relevant laws and policies, in particular the *Residential Tenancies Act 1997* (ACT)(JBT)(the RT Act), the *Leases Ordinance 1992* (JBT)(the Leases Ordinance), the *Federal Circuit Court (Commonwealth Tenancy Disputes) Instrument 2015* and the *Public Governance, Performance and Accountability Act 2013* (Cth).
5. New lease agreements will be entered into between the Australian Government (through the Department) and the tenant.

Note: Tenancies will be managed by a property manager contracted by the Department. The property manager will be responsible for rent collection, inspection and certain maintenance and compliance functions.
6. All new tenants will be required to sign a standard lease under the RT Act. Existing tenants who are on a lease made under the Leases Ordinance will be placed on a standard lease under the RT Act if the opportunity presents.
7. Consistent with section 5(1) of the Leases Ordinance, no new leases in the Jervis Bay Village can be entered into under the Leases Ordinance. All leases in the Village must be standard leases entered into under the RT Act.
8. Where there is a business case for Departmental staff to reside in a dwelling in relation to their employment, the Jervis Bay Staff Territory Housing Policy applies in addition to this policy. This policy prevails over the Jervis Bay Staff Territory Housing Policy to the extent of any inconsistency.

Management of leases

9. Tenants are required to meet all obligations arising under the lease, including paying rent in accordance with that lease.
10. Rents will be determined for each individual tenancy at the beginning of that tenancy.
11. Rent increases for each dwelling will be in accordance with the leases for those tenancies; generally this will be at 12 month intervals.

12. In determining the rent at the start of a tenancy and from time to time, the Department will have regard to an assessment by a property manager with knowledge of the residential property market in the region.
13. If rent is unpaid, recovery will be pursued in accordance with the Department's debt recovery arrangements. This may result in eviction of the tenant(s).

Property maintenance

14. Property maintenance will be managed in accordance with Departmental asset management policies and in line with relevant Australian standards.
15. At the start of a lease, the Department will give the tenant a condition report on the property. At the end of the lease, the Department will carry out an inspection of the property.
16. The tenant is responsible for taking reasonable care of the property and its contents, and not negligently or wilfully causing damage to the property or its contents. At the end of the tenancy, the tenant must return the property and its contents in substantially the same condition and state of cleanliness as at the beginning of the tenancy (having regard to their condition at the start of the tenancy and the normal incidents of living).
17. The Department, or an agent of the Department, may access and inspect the property per the conditions of the lease or any relevant legislation.
18. The Department will recover all costs for damage caused by the negligence or wilful act of the tenant.
19. All non-urgent repairs, including periodic maintenance, will be prioritised and placed on a maintenance schedule. Works will be undertaken by the Department in accordance with the schedule.
20. The Department will assess significant maintenance works for a dwelling against its expected useful life and expected rental return. Assessment of significant maintenance works include consideration of the implications for provision of utilities in the JBT, such as water and wastewater.
21. Any dwelling that becomes unsafe for human habitation shall be vacated and assessed for feasibility of refurbishment/maintenance in light of projected returns and relevant law.
22. Where a dwelling becomes uneconomical to repair, removal or demolition will be considered.

Domestic animals

23. All new lease agreements will contain a term that tenants must not keep animals (including a fish, bird, reptile or insect) without the prior written consent of the lessor.
24. A tenant may apply for consent to keep an animal on the premises.
25. The Department will consider a request to keep an animal on the premises within 14 days of receiving the tenant's request.
26. In determining whether to consent to a tenant keeping an animal on a premises, the department will have regard to:
 - 26.1 The Booderee National Park Plan of Management;
 - 26.2 The need to protect the natural environment and biodiversity of the adjacent Booderee National Park; and
 - 26.3 The cultural practices of the traditional owners of Booderee.
27. Having regard to factors in clause [31], and the risks most animals may pose to the protection of the natural environment and biodiversity of Booderee National Park, the department is unlikely to consent to the keeping of animals other than a dog on a premises.
28. If consent is received to keep an animal, the tenant must comply with all applicable legislation including the Domestic Animals Act 2000 (ACT) and the Animal Welfare Act 1992 (ACT).
29. The keeping, or bringing onto the premises, of any other animals, birds, fish or reptile, without consent is strictly prohibited.

Australian Government use of JBT housing

Departmental staff

- 30. Leases may be offered to Departmental employees where there is a business case for them to do so in relation to their employment. Such leases are subject to the Jervis Bay Staff Territory Housing Policy.
- 31. Requests from an employee seeking to lease a JBT house where there is no business case for them to do so in relation to their employment will be considered under this policy, and not the Jervis Bay Staff Territory Housing Policy.

Arrangements with other Australian Government agencies

- 32. Arrangements will generally be entered into in writing between the Department and relevant agencies relating to the use of housing in JBT Village, addressing matters including:
 - 32.1 The agency paying the Department market rent
 - 32.2 the agreement conditions applicable to the arrangement (usually via Memorandum of Understanding or exchange of letters)
 - 32.3 the agency making available the premises to its employees for the period during which the employee is required to perform functions for the agency in the Territory
 - 32.4 any rent-subsidy arrangements are the responsibility of the employing agency, and
 - 32.5 agencies to notify the Department in advance whenever a sub-tenant is no longer required to perform functions or reside in the Territory as part of their employment with the agency.

Version control

Version	Authorised by	Summary of changes	Date	Next review
1.0	Matt Gardiner, Director of Operations, JBT Office	Original	1 July 2020	July 2022
2.0	Sarah Vandenbroek, First Assistant Secretary, Territories Division	Revised to make consistent with the RT Act	24 March 2021	March 2023