**Submission regarding the Social Security Legislation Amendment (Public Housing Tenants’ Support) Bill 2013**

The North Australian Aboriginal Justice Agency (NAAJA) welcomes the opportunity to make the following comments on the Social Security Legislation Amendment (Public Housing Tenants’ Support) Bill 2013.

We are concerned about the short time frame to provide comments. The exposure drafts became available on 11 April 2013 and we have been required to provide comments within 8 business days. We have had to divert resources away from our vulnerable Aboriginal clients in order to meet this deadline. We are also concerned that the short timeframe will affect the quality of the consultation.

**Summary**

NAAJA is opposed to the introduction of the proposed Housing Payment Deduction Scheme (Scheme).

There are adequate mechanisms in existence to reduce the risk of public housing tenants who receive Centrelink payments being evicted for rent arrears – use of Centrepay deductions, the funding of tenancy support programs, and the use of the notice provisions of the *Residential Tenancies Act* (NT) 1999 or equivalent.

We are deeply concerned that the Scheme will be used to collect unproven and unsubstantiated debts by public housing lessors, and undermine the legislated inalienability of social security payments. It will place a significant degree of control in the hands of public housing lessors.

Given the unreliability of existing mechanisms to establish rent deductions from Centrelink payments in both the remote and urban public housing context in the Northern Territory, NAAJA has grave concerns about the proposed Scheme imposing compulsory deductions.

We are further concerned about the dispute resolution mechanisms available for public housing tenants made subject to the proposed Scheme. In the Northern Territory, the Territory Housing Appeals Board which reviews decisions of Territory Housing has no statutory basis or binding powers and there is no administrative review mechanism in the NT, bar the original jurisdiction of the Supreme Court. This will mean that decisions by public housing lessors cannot be meaningfully reviewed.

Responsibility for the efficient management of public housing is the province of State and Territory governments; if inefficiencies are present, the responsibility for redressing these should not be born by vulnerable tenants.

If the proposal is introduced, the Bill and legislative instruments require significant amendment to ensure basic levels of fairness and accountability for public housing tenants who receive Centrelink payments.

Whilst being opposed to the introduction of the Scheme, we make the following recommendations:

1. the proposed Scheme should not be applied to remote tenants until the Commonwealth Ombudsman is satisfied that the issues identified in the 2012 Remote Housing Reforms in the Northern Territory report have been satisfactorily dealt with;
2. that proposed section 123YA(2A) which enables public housing lessors to make unilateral decisions to control the proportion of a person’s income managed funds be abandoned;
3. that if proposed section 123YA(2A) is retained, that it be explicit that the Secretary must take account of the person’s current income management deduction and broader financial circumstances prior to taking action to facilitate payment indicated by the request;
4. that public housing lessors be unable to collect debts from income managed funds;
5. the minimum for rent arrears be equivalent to two weeks rent for the premises and this be specified in the legislation;
6. the minimum for debt recovery be set at $1000;
7. If the notice relates to current rent arrears, reasonable action should be defined in the legislation as:

the public housing lessor has taken recovery action in a Court or Tribunal and rent is found to be payable to the public housing lessor under the terms of the current lease

If the above recommendation is not accepted:

the public housing lessor has served a notice to the person under the relevant law which relates to the arrears, which includes a notification that the public housing lessor intends on making a request to the Secretary; the public housing lessor has offered to enter into a payment plan to address the arrears; 30 days has elapsed since the issue of the notice and the offer to enter into a payment plan; the notice details the person’s right to appeal and how to do so; and the arrears are still in existence and the person has not entered into a payment plan when the notice is given to the Secretary.

1. If the notice relates to outstanding debt or debts for repairs and maintenance reasonable action should be defined in the legislation as:

the public housing lessor has obtained orders in the relevant Court or Tribunal that the amount is proven and payable by the tenant named in the notice.

1. that ‘become payable’ be removed from Part 2, Clause 5(1)(b); the Scheme should only apply to people in rent arrears on the date that a request to the Secretary is made;
2. that Part 2, clause 5(5) be amended to include:

The request must contain a statutory declaration signed and dated by the public housing lessor that:

1. there is a current written tenancy agreement with the person named in the notice;
2. the amount of rent payable under the rent agreement is specified on the tenancy agreement;
3. the rent is in arrears of more than 14 days at the date the request is made;
4. the public housing lessor can produce a statement of rent which evidences the arrears; and
5. the public housing lessor has taken reasonable action to recover the amount.

In addition, the Secretary should be empowered to request the public housing lessor to provide substantiation of the above declaration. If that substantiation is not provided within a reasonable time, that the Secretary can revoke the request;

1. that the request be in the form of a statutory declaration, attesting to the information referred to in the above recommendation;
2. That Part 2, Clause 6(2) be amended to include:

The Secretary must not make a deduction if there is a genuine dispute regarding the basis of the request.

The Secretary not make a deduction if upon examination of the person’s full financial circumstances, including existing Centrepay deductions, the person would be in financial hardship if the deduction were made.

1. the maximum deduction amount of deduction in Part 2, Clause 7(1)(c) be set at 20% to reduce the likelihood that deduction will lead to financial hardship;
2. that Part 2, Clause 8 be amended to state:

*When a request is to be amended:*

A request will be amended by the Secretary upon notice from the public housing lessor that a lessor amount is payable, or if the Secretary is advised of the outcome of a dispute where the person is required to pay a lessor amount or is otherwise advised the amount is no longer payable for any reason.

1. that Part 2, Clause 8 (4) be amended to state:

The public housing lessor must as soon as practicable give notice to the Secretary that a lesser amount is payable than the amount on the request

1. That Part 3, Clause 10 be amended to read ‘may’ instead of must;
2. that part 4, Clause 13 (1)(B) be amended to read ‘or a lower amount identified by the Secretary’;
3. that the Bill be amended to include a prohibition on public housing lessors passing the cost of the proposed Scheme onto public housing tenants, by way of rent increases, ongoing charges or any other manner;
4. the definition of tenant be included in the legislation and amended to read ‘means a person who is named on a written lease or tenancy agreement under the relevant residential tenancies legislation from a public housing lessor’
5. if the Rule is not abandoned, Rule 4(1) be amended to remove ‘an amount due’ and insert ‘amount found payable by Court or Tribunal’;
6. if the ‘at risk’ rule is not abandoned, the rules be amended to state that public housing lessors cannot refer to tenant databases when determining a person is at risk under clause 4(2) of the proposed rules;
7. if the Rule is not abandoned, ‘non renewal of lease’ should be removed from Rule 4(2);
8. if the Rule is not abandoned, abandonment should be removed from Rule 4(2); and
9. if the Rule is not abandoned, existing Rule 4(3) should be deleted and be substituted to require that the person be in arrears of rent for at least 14 days at the time the notice is given.
10. **About NAAJA**

NAAJA provides high quality and culturally appropriate legal aid services for Aboriginal people in the Northern region of the Northern Territory in the areas of criminal, civil and family law. In addition to providing legal services, NAAJA is also active in advocacy and law reform in relation to issues impacting upon the legal rights of Aboriginal people and their ability to access justice.

We have offices in Darwin, Katherine and Nhulunbuy. We employ a staff of over 90 people including 38 lawyers, with 46 per cent of our staff being Aboriginal.

NAAJA has four welfare rights lawyers undertaking the Welfare Rights Outreach Project (WROP). The WROP encompasses casework, community legal education and law and policy reform on welfare rights issues, specifically Centrelink and income management, remote housing and consumer law. The welfare rights lawyers travel regularly to remote Aboriginal communities across the Northern Region of the Northern Territory to conduct advice clinics.

The welfare rights team at NAAJA leads advocacy and policy reform around remote housing issues in the Northern Territory and are particularly well placed to comment on this Scheme as a large proportion of our case work and policy relates to Territory Housing, the public housing lessor in the NT.

1. **The Northern Territory context**

We provide the following information about the Northern Territory as background to our comments and recommendations.

Around 100 languages are spoken in the Northern Territory with many people speaking English as their third or fourth language. [[1]](#footnote-1)

Territory Housing is the largest landlord in the Northern Territory and holds 5236 urban, 621 town camp and 6924 remote assets. Territory Housing has estimated around 75% of its remote tenants pay rent via Centrelink and 25% pay rent from wages from employment.[[2]](#footnote-2)

There are approximately 48 000 people on Centrelink benefits in the NT.[[3]](#footnote-3) Of these, approximately 17 000 are income managed. By virtue of Part 3B of the *Social Security (Administration) Act* 1999, 50% of the Centrelink payments of people under income management is paid into their bank account and the other 50% of their payment is put into a Centrelink administered account to spend on their ‘priority needs’.[[4]](#footnote-4) The person can allocate their income managed funds to a BasicsCard, which can be used at retailers with BasicsCard merchant status and/or authorise Centrelink to make direct payments to third parties on their behalf, for example to purchase priority goods or make payments to a telephone company or a utilities company.

1. **General comments**
	1. ***Inalienability of social security payment***

We consider that the proposed Scheme grossly undermines the inalienability of social security payments as explicitly recognised by section 60 of the *Social Security (Administration) Act 1999*, which states:

‘Protection of social security payment: A social security payment is absolutely inalienable, whether by way of, or in consequence of, sale, assignment, charge, execution, bankruptcy or otherwise.’

The only legislated exceptions to this are if the person asks the Secretary to make a deduction from their social security payment to pay the Commissioner of Taxation, payments made under income management and child support payments.[[5]](#footnote-5)

Debt collectors are unable to access a person’s social security payment for payment. We consider that public housing lessors should similarly be denied access, particularly for payments of debts relating to previous tenancies.

Sufficient means are available for public housing lessors to prove, recover and enforce debts. We consider that this fundamental principal should not be violated; the present proposal turns the payment of social security to vulnerable members of the community, into a mechanism for debt collection.

* 1. ***The aims of the Scheme***

We understand that the proposed Scheme is intended to:

* Reduce the level of public housing arrears and debt that can be accumulated;
* Reduce evictions and abandonments from public housing;
* Make management of public housing more efficient.[[6]](#footnote-6)
	+ 1. *Sufficient means exist to reduce arrears and debt*

NAAJA considers that Territory Housing has sufficient means to address rent arrears and debt accumulation.

Territory Housing requires its tenants on Centrelink benefits to authorise Centrelink to deduct the rent from their Centrelink payment.[[7]](#footnote-7) This is a term of the Territory Housing’s standard tenancy agreement. The tenancy agreement prohibits the tenant from revoking the authority and allows Territory Housing to notify Centrelink of any increase in the rent payable.

The tenancy agreement further requires the tenant to ‘immediately’ notify Territory Housing ‘if Centrelink discontinues payment of Centrelink Benefits to the Tenant’[[8]](#footnote-8)

After 14 days of the tenant being in rent arrears, Territory Housing can issue a notice of breach pursuant to section 96A of the *Residential Tenancies Act,* requiring the tenant to remedy the breach by paying rent. It can also contact the client to request the tenant to enter an agreement to pay.[[9]](#footnote-9)

Territory Housing also addresses outstanding rent arrears and debt accumulation through its eligibility policies. Territory Housing does not allow people with outstanding debts to apply for housing until they have maintained three months of payments under an agreement to repay.[[10]](#footnote-10)

Generally, Territory Housing will not allocate a house to a person with an existing debt ‘until the full amount has been repaid’.[[11]](#footnote-11) Discretion to allocate a house, where there is existing debt will only occur

‘in the cases of exceptional need eg severe physical and/or mental disability or immediate need in relation to people escaping domestic or family violence’.[[12]](#footnote-12)

We do not consider the proposed Scheme to be necessary to reduce the level of public housing arrears and debt.

We are further concerned that the Scheme will be used by public housing lessors to collect debts which are unproven and have not been subject to review.

* + 1. *Reducing evictions and abandonments requires support programs*

FaHCSIA Fact Sheet 1[[13]](#footnote-13) states that each year 600 public housing tenants are evicted because of rent arrears. One of the assumptions underlying the proposed Scheme is that those evicted are wholly or predominantly Centrelink recipients. It is not clear what proportion of those evicted for rent arrears are people employed on low incomes and are therefore outside the Scheme.

At NAAJA we do not see many evictions from public housing for rent arrears – our experience is that evictions are pursued when there are allegations of anti-social behaviour, and/or damage to premises. Most of the abandonments we see are related to domestic violence. This Scheme will not assist these tenants who require the assistance of properly funded tenancy support programs and other forms of social support.

* + 1. *Inappropriate burden on Centrelink recipients to make public housing more efficient*

The efficient management of public housing should not rely on the compulsory deduction of a person’s Centrelink payment.

Whilst NAAJA support sustainable approaches to assist vulnerable tenants to prevent homelessness, there is no guarantee that the Scheme will have the effect of reducing the relatively small number of evictions for rent arrears compared to the amount of public housing tenants in Australia in a cost effective manner.

It is unclear what the cost to benefit of the Scheme is and how the cost is to be shared between the Commonwealth and State/Territory Governments. It is also unclear what steps the Commonwealth has taken in conjunction with the States and Territories to develop workable alternative policies that address evictions through case management approaches.

* + 1. *Scheme to be used as a debt collection method for unproven, old debts*

We are deeply concerned that public housing lessors will use the proposed Scheme to recover debts from previous tenancies, which are unproven in the Commissioner of Tenancies or otherwise not substantiated with clear evidence.

We note that in contrast to other jurisdictions, Territory Housing makes it a term of its tenancy agreement that the tenant pay all outstanding debt owed to it from any previous tenancy agreement or ‘any previous dealings whatsoever’:

‘2.6It is a condition of this Agreement that the Tenant pay all outstanding debt which is owed to the Landlord which has arisen from any previous tenancy agreements or any previous dealings whatsoever, on such terms as the Landlord specifies in writing to the Tenant.

Without limitation, the Tenant and Landlord further agree that the Landlord may terminate this Lease for breach in accordance with the RTA, if the Tenant breaches its obligations under this clause 2.6.’[[14]](#footnote-14)

NAAJA is assisting a number of clients in dispute with Territory Housing relating to alleged debts from previous tenancies. There is no limitation on actions by the Crown for the ‘recovery of a fee, tax, duty or other sum of money or interest on a fee, tax, duty or other sum of money…’.[[15]](#footnote-15)

This allows Territory Housing to insist on debts related to tenancies which ended many years before. In the majority of cases NAAJA sees, Territory Housing does not prove the debts by making a timely application to the Commissioner of Tenancies.

This case study below illustrates our concerns.

**Case study – Ms C**

Ms C has been homeless since she left her Territory Housing premises in 1998. She has lived with her children in a tent in longrass camps in in the Top End of the NT. She also spends time in a remote community in Arnhem Land, where her family live.

In 2012, Ms C came to NAAJA seeking assistance. Despite being homeless, Ms C had been paying rent to Territory Housing. Territory Housing has provided records which confirm Ms C made $5400 in rent payments from 2008 to 2012.

Ms C sought a refund from Territory Housing. She was told that she had a debt of $4500 which was raised in February 1998. The rent money was applied to the outstanding debt.

NAAJA obtained a copy of Ms C’s Territory Housing records. We found that the inspection of the dwelling occurred 72 days after a warrant of possession was executed on the premises. The photos which are meant to show the condition of the premises are undated.

Territory Housing has never obtained orders from the Commissioner of Tenancies which proved this debt was payable by Ms C.

We are assisting Ms C to have the debt waived and her rent money paid to back to her.

1. **Concerns regarding Territory Housing**

NAAJA has concerns with the ability of public housing lessors to competently administer the Scheme and in a manner that does not create financial hardship for public housing tenants on Centrelink payments.

* 1. ***Territory Housing and adequacy of its IT systems and records***

NAAJA is concerned that Territory Housing does not currently have the ability or systems in place to accurately manage and account for rent payments. NAAJA is also concerned that Territory Housing does not keep proper or adequate rent records as required by section 36 of the RTA for all of its tenants.

There is a real risk that tenants will be made subject to the Scheme on the basis of incorrect information. The case study below details a matter where Territory Housing was of the view that our client was in rent arrears, when she was entitled to a refund.

**Case study – Ms K**

Ms K lives in a three bedroom Territory Housing premises in a small remote community in north east Arnhem Land, about 900 km from Darwin. Ms K shares this house with 18 other residents including six adults and 12 children.

Territory Housing advised Ms K’s that her rent was in arrears. Territory Housing told Ms K that her rent payments of $26.00 ceased in August 2012.

Ms K came to NAAJA for assistance in October 2012. We obtained a copy of her Centrelink records and her Territory Housing records.

Since June 2012, Ms K has paid $50.00 each fortnight from her income managed funds[[16]](#footnote-16) into a Territory Housing account.

Ms K had also been asked to sign a Territory Housing Rent Deduction Form, which was given to Centrelink. This form authorised Centrelink to deduct $26.00 each fortnight in rent from her income managed funds. Since July 2012, Ms K has paid $26.00 from her Family Tax Benefit payment into a different Territory Housing account.

Territory Housing had no record of receiving Ms K’s $50.00 rent payment. NAAJA are assisting Ms K to obtain a refund of rent.

We are currently assisting a number of clients to obtain refunds from Territory Housing, where they had been making payments to Territory Housing without any liability to pay rent. In one case, our client was paying rent to Territory Housing but was living in a house that is not an asset of Territory Housing.

In two other matters, clients paid in excess $3000 in rent each to Territory Housing for living in sheds without kitchens, bathrooms, or laundries. These were also not Territory Housing assets. It has taken approximately four months for Territory Housing to approve these refunds.

* 1. ***Concerns expressed by the Commonwealth Ombudsman***

Our concerns with Territory Housing are largely mirrored by the Commonwealth Ombudsman’s June 2012 report into *Remote Housing Reforms in the Northern Territory[[17]](#footnote-17).* We strongly suggest that this report be reviewed in detail as part of the consultation process.[[18]](#footnote-18)

The Commonwealth Ombudsman found three thematic issues underlying the problems they identified with Territory Housing: communication; information technology systems and support; and accountability and complaints processes.[[19]](#footnote-19) Whilst improvements have been made in these areas, NAAJA considers the concerns of the Commonwealth Ombudsman to remain relevant to assessing the appropriateness of compulsory rent deductions for public housing tenants in remote Aboriginal communities.

Significantly, the NT Report of the Indigenous Legal Needs Project published in November 2012, identified ‘rent’ as a key concern, in a report that identified ‘(h)ousing, and in particular tenancy, emerged as *the predominant* legal issue in focus groups across the NT.[[20]](#footnote-20)

* + 1. *No proper records of rent for tenants of legacy dwellings*

Territory Housing categorises the houses in remote communities as: improvised dwellings; [[21]](#footnote-21) legacy dwellings;[[22]](#footnote-22) and new and refurbished houses. [[23]](#footnote-23)

We do not consider that the proposed Scheme should apply to legacy dwellings as Territory Housing has not maintained proper records of rent for tenants of these dwellings.

Legacy dwellings are houses that existed prior to the reforms and which generally have not been refurbished. In June 2012, there were 1768 legacy dwellings in remote communities across the NT.

Territory Housing enters into ‘occupancy agreements’ with tenants of legacy dwellings and charges a ‘housing maintenance levy’ (HML) in exchange for occupation of the premises. Territory Housing does not consider that legacy dwellings are covered by the RTA; NAAJA does not agree with this analysis.[[24]](#footnote-24)

As Territory Housing does not think that the RTA applies to legacy dwellings, it has not maintained proper records of rent as required by section 36 of the RTA. The Commonwealth Ombudsman described the problem as follows:

‘Territory Housing cannot easily provide rental statements for residents who are not on TMS. It also has difficulties identifying whether people are paying rent when they should not or, conversely whether people are not paying rent when they should’.[[25]](#footnote-25)

The Commonwealth Ombudsman further identified that existing information technology systems were inadequate in recording and tracking tenant information.[[26]](#footnote-26)

In June 2012, Territory Housing held $1.39 million of remote rent in a trust account, which it could not identify the tenants it related to.[[27]](#footnote-27)

We understand that Territory Housing has made inroads to reconciling this account and to getting remote tenants onto a database which will enable more accurate tenancy and rent records, however our recent casework indicates that these issues are far from being resolved.

* + 1. *Unclear if tenants paying over Maximum Dwelling Rent*

We share the Commonwealth Ombudsman’s concerns that Territory Housing faces difficulties in being certain that the correct amount rent is being collected for each house which does not exceed the Maximum Dwelling Rent (MDR). The MDR is a cap on the total amount of rent able to charged per house and changes depending on the type of dwelling and bedroom number.[[28]](#footnote-28) For example, the MDR payable for an existing three bedroom house is $276 per fortnight and the MDR payable for a refurbished three bedroom house is $368 per fortnight. [[29]](#footnote-29)

The rent payable by individuals living in legacy dwellings is calculated as a percentage of their income. This means that each tenant may pay a different amount of rent, which totaled must not exceed the MDR.

If Territory Housing does not have accurate up to date information regarding the people living in the house and their income, the tenants are at risk of paying over the MDR. [[30]](#footnote-30) NAAJA is currently assisting a family who are paying in excess of the MDR for the house. The scale of this problem is unclear, but it impacts on Territory Housing’s to identify whether rent arrears are payable.

* + 1. *Unfair burden on head tenants and rent arrears.*

The proposed Scheme has the potential to lead to unfair outcomes for head tenants because of the way Territory Housing has chosen to impose legal responsibility for chronically overcrowded[[31]](#footnote-31) houses onto one person.

In many cases in remote communities, Territory Housing has made one person in a house the ‘head tenant’. This person becomes the sole signatory to the tenancy agreement and therefore becomes responsible for the rent for the whole house. Territory Housing assists the head tenant to enter into a family rent agreement which sets out the rent payable by the other tenants in the house.

The Commonwealth Ombudsman detailed some of the difficulties faced by head tenants:

* Head tenants may have no mechanism for holding other residents to account for paying their share of rent as recorded in the Family Agreement;
* They can be responsible for the damage done by other residents of the house even though wear and tear and other damage may be the result of overcrowding;
* There may be cultural barriers preventing a head tenant asking another resident to pay their share of the rent or pay for damage done to a house;
* Other residents may not keep the head tenant informed of changes to their income, resulting in potential rental overpayments or underpayments; and
* Ultimately, there is a risk that head tenants will accrue rental arrears and liabilities, particularly given problems with accessing rental statements.[[32]](#footnote-32)

The Commonwealth Ombudsman recommended that responsibilities of head tenants be reviewed as a result of this.[[33]](#footnote-33) We are not aware of this taking place.

Head tenants are at risk of having rental deductions come directly out of their social security payment, which will cause undue financial hardship if they are made responsible for debts that have been contributed to by other tenants and potentially by Territory Housing. The following case study illustrates our concerns.

**Case Study – Mr X**

Mr X lives in a remote community south east of Darwin in the Northern Territory. Mr X shares a Territory Housing house with three other adults and five children. He moved into the house in August 2012.

Mr X is the head tenant. Two adults in the house pay rent regularly; one does not pay rent at all.

In November 2012 Mr X found out that he had a $2000 debt to Territory Housing, and came to NAAJA for assistance shortly after.

Territory Housing advised that Mr X was in rent arrears, partly because the rent was calculated on the basis of four adults living in the premises - Mr X was being charged rent for a person that no longer lived at the house.

Mr X was unaware of this and so did not advise Territory Housing when the former tenant moved out.

Territory Housing also advised NAAJA that ‘rent arrears started when Mr X moved in – the family were not signed up for the right amount in the beginning – we should have collected more’.

Mr X has entered into a payment plan of $20 per fortnight to pay off the debt of $2,000.

NAAJA are assisting Mr X to have the debt recalculated and have advised Mr X that he needs to take action to recover money from the non-paying tenant.

Compulsory rent deductions under the proposed Scheme would exacerbate the burdens placed onto head tenants and disadvantage the head tenant within an already imperfect system.

* + 1. *Territory Housing has not adequately communicated tenants’ responsibilities in remote communities*

We are concerned that the proposed Scheme will be imposed on tenants, despite there being a lack of understanding in remote communities regarding the Scheme and where the legal responsibility for rent arrears and damage sits.[[34]](#footnote-34)

The Commonwealth Ombudsman identified that Territory Housing has not effectively communicated or provided information to remote tenants about their obligations:

a lack of certainty about when people cease to be visitors and become residents; a lack of understanding about the requirement to provide these details, as it is a new process that differs significantly from historical housing management practices; a concern that there are more residents in the house than Territory Housing will permit; and that people are not always present at the time of the occupancy agreement process or may start living in the house after that process. People may also not realize the impact that occupancy numbers have upon the MDR and the amount paid by each tenant.[[35]](#footnote-35)

Despite efforts by Territory Housing to provide education, improve communication and improve information technology systems, NAAJA considers that the Commonwealth Ombudsman’s concerns remain relevant.

NAAJA considers compulsory rent deduction to be inappropriate in these circumstances.

Recommendation:the proposed Scheme should not be applied to remote tenants until the Commonwealth Ombudsman is satisfied that the issues identified in the 2012 *Remote Housing Reforms in the Northern Territory* report have been satisfactorily dealt with.

1. **Comments regarding the Bill**

The Bill provides for the Housing Payments Deduction Scheme by amending:

* Social Security (Administration) Act 1999; and
* A New Tax System (Family Assistance) (Administration Act) 1999

***5.1 Scheme should only apply to rent arrears***

In line with the concerns raised above regarding public housing lessors’ administration of the Scheme and the inalienability of social security payments, we consider that the Scheme should only apply to rent arrears under the current lease.

We are concerned that the level of ‘public housing debt’ has been artificially inflated by the inclusion of old and unsubstantiated debts. Accordingly, the proposed Scheme should not apply to repairs and maintenance debts or debts relating to previous tenancies.

All further comments regarding the legislation should be read in light of this approach.

***5.2 Schedule 1 – Amendments, Clause 3 After subsection 123YA(2)***

*5.2.1 Public housing lessors to determine payment of income managed funds*

We are concerned that the proposed section 123YA(2A) will enable public housing lessors to make unilateral decisions to control the proportion of a person’s income managed funds which are directed towards rent, arrears and/or debt repayments.

Public housing lessors are not in a position to make decisions regarding the level of a person’s social security payment that should be applied to outstanding debt or arrears as they have a limited understanding of the person’s complete financial circumstances, including their existing income management deductions and other ongoing expenses.

Recommendation: that proposed section 123YA(2A) which enables public housing lessors to make unilateral decisions to control the proportion of a person’s income managed funds be abandoned.

*5.2.2 Debt collection not an object of income management*

Section 123TH of the *Social Security Administration Act (1999)* confines priority needs relating to housing to ‘rent, home loan repayments, repairs, maintenance’. There is no provision for payments of rent arrears or debt repayments.

Given the objects of income management do not extend to using income managed funds to pay debts, it is inappropriate for this means to be used to do so.

Proposed section 123YA (2A) does not require the Secretary to take account of the person’s current income management deductions or broader financial circumstances prior setting up an income management deduction in accordance with the request.

It is unclear what is referred to by ‘unmet priority need of housing’ – presumably this means that the public housing lessor has an unmet demand for a debt, rather than there being no existing rent payment. Other debt collectors cannot access a person’s Centrelink payments; similarly income management should not be used as a mechanism for debt collection.

Recommendation: that if proposed section 123YA(2A) is retained, that it be explicit that the Secretary must take account of the person’s current income management deduction and broader financial circumstances prior to taking action to facilitate payment indicated by the request.

Recommendation: that public housing lessors be unable to collect debts from income managed funds.

* 1. ***Part 2, Clause 5 – Request by public housing lessor for deduction***

*5.3.1 A person who leases accommodation*

As detailed above, we have concerns that the proposed Scheme has the potential to cause unfairness to head tenants who may not be the cause of the arrears or damage to the property.

*5.3.2 Minimum amount for arrears and debts*

The amounts specified in the legislative instrument to trigger the Scheme are too low - $100 for rent arrears and $400 for debts. The intention of the minimum amounts appears to be to capture as many people as possible within the Scheme, which will become an untargeted mechanism for debt recovery and cause financial hardship.

The amount for debts should be increased so as to prevent public housing lessors from pursuing small, unsubstantiated debts.

Recommendation: the minimum for rent arrears be equivalent to two weeks rent for the premises and this be specified in the legislation.

Recommendation: the minimum for debt recovery be set at $1000.

*5.3.3 Reasonable action*

The reasonable action required to be undertaken by the lessor prior to a request being made to the Secretary should be detailed in the legislation. At present, the ‘last resort’ approach detailed in FaHCSIA’s Factsheet 3[[36]](#footnote-36) is not reflected in the legislation.

Under the current Bill, public housing lessors are not required to notify the tenant that they intend to make a deduction request. In order to safeguard the person’s social security payments, put the affected person on notice and ensure that genuine attempts have been made to recover the amount, we suggest the following amendments to the Bill.

Recommendation: If the notice relates to current rent arrears, reasonable action should be defined in the legislation as:

 the public housing lessor has taken recovery action in a Court or Tribunal and rent is found to be payable to the public housing lessor under the terms of the current lease

If the above recommendation is not accepted:

 the public housing lessor has served a notice to the person under the relevant law which relates to the arrears, which includes a notification that the public housing lessor intends on making a request to the Secretary; the public housing lessor has offered to enter into a payment plan to address the arrears; 30 days has elapsed since the issue of the notice and the offer to enter into a payment plan; the notice details the person’s right to appeal and how to do so; and the arrears are still in existence and the person has not entered into a payment plan when the notice is given to the Secretary.

Recommendation: If the notice relates to outstanding debt or debts for repairs and maintenance reasonable action should be defined in the legislation as:

 the public housing lessor has obtained orders in the relevant Court or Tribunal that the amount is proven and payable by the tenant named in the notice.

*5.3.4 Risk that not all amounts due and payable will be paid by the next social security payment*

This rule should be abandoned in its entirety. We strongly oppose its inclusion in the Bill and instruments.

It this rule is retained, NAAJA is concerned that Part 2, Clause 5 (1)(b) in stating ‘risk that not all of the amounts that became or become due and payable…will be paid by that time’ allows a public housing lessor to make a request to the Secretary even if the person is making repayments under a payment plan or other agreement with the public housing lessor.

We are further concerned that that inclusion of ‘become payable’ means that a person does not have to even be in arrears or have a debt to the public housing lessor at the time that the request is made.

Our comments relating to the rules relating to the risk of non payment are detailed below.

Recommendation: that ‘become payable’ be removed from Part 2, Clause 5(1)(b); the Scheme should only apply to people in rent arrears on the date that a request to the Secretary is made.

*5.3.5 It does not matter if the person is a joint lessee of the accommodation*

We have commented above on the unfairness that will occur if this Scheme is applied to persons who are paying their own rent, but whose co-tenants are not paying their share of rent.

Consideration needs to be given to including safeguards in the legislation which would prevent this from occurring.

*5.3.6 Content of the request – 35%*

Public housing lessors should not be able to specify the maximum amount to be deducted from the person’s social security payment, as is currently envisaged by Part 2, Clause 5(5) of the Bill. Such a high level of control should not be accorded to the public housing lessor, particularly in the absence of an obligation to consider whether it will lead to financial hardship.

We are concerned that public housing lessors will use the proposed Scheme in a more punitive way than the Commonwealth envisages. NAAJA is aware of a number of matters where Territory Housing has sought repayments of debts without considering the person’s financial circumstances and which cause financial hardship.

For example, NAAJA assisted a single parent of 5 children with a $5000 debt to Territory Housing. Territory Housing demanded our client pay $100 a fortnight towards the debt. The client found it difficult to feed and clothe his children as a result. NAAJA negotiated for him to pay $20 per fortnight and are assisting the client to have the debt reviewed.

Often social security payments are very closely managed – a person will use the Centrepay system to make utility payments, pay their phone bill or pay fines –they may be only able to afford to pay a portion of a bill one week and another the next. This is not the result of financial mismanagement; it is the product of very low payment rates.[[37]](#footnote-37)

Public housing lessors will be unaware of the precise financial circumstances of the person, and so may cause them to default on other responsibilities and be placed in even further financial hardship. For example, if setting a payment at 35% means that a person is not able to pay their phone bill, their phone may be disconnected and a re-connection fee apply.

It is not appropriate for a public housing lessor to make enquiries regarding the person’s financial circumstances; the Secretary is a more appropriate person to do so.

*5.3.7 Content of the request – statutory declaration by public housing lessor*

The Bill needs to be strengthened to prevent requests being made without reasonable basis. The Bill should require the public housing lessor to make a declaration to the Secretary that certain criteria have been met prior to the request being issued and empower the Secretary to revoke a request if substantiation is not provided if requested.

Recommendation: that Part 2, clause 5(5) be amended to include:

 The request must contain a statutory declaration signed and dated by the public housing lessor that:

 (a) there is a current written tenancy agreement with the person named in the notice;

 (b) the amount of rent payable under the rent agreement is specified on the tenancy agreement;

 (c) the rent is in arrears of more than 14 days at the date the request is made;

 (d) the public housing lessor can produce a statement of rent which evidences the arrears; and

 (e) the public housing lessor has taken reasonable action to recover the amount.

In addition, the Secretary should be empowered to request the public housing lessor to provide substantiation of the above declaration. If that substantiation is not provided within a reasonable time, that the Secretary can revoke the request.

*5.3.8 Way of giving the request*

The way of giving the request should be a prescribed form that is detailed in a schedule of the Bill.

Recommendation: that the request be in the form of a statutory declaration, attesting to the information referred to in the above recommendation.

* 1. ***Part 2, Clause 6 – Making a deduction as requested***

We are concerned that clause 6 does not provide the Secretary with a clear discretion as to whether to make a deduction or refuse to make a deduction or make an amended deduction.

The Secretary should be empowered to indefinitely stay the commencement or operation of a request when there is a genuine dispute regarding the basis of the request.

NAAJA assists people to appeal decisions made by Territory Housing regarding rent arrears, debts, and amount of rent payable –these disputes often take a long time to resolve. It is not appropriate for the Secretary to commence deductions when there is an outstanding dispute.

For example, NAAJA assisted a client to appeal a decision to raise a $52 000 debt against our client. After taking the matter to the Territory Housing Appeals Board, the debt was reduced to $11,000. This matter took from May 2011 to May 2012 to resolve. In this circumstance, it would be manifestly unfair for the tenant to have 35% of her Centrelink payment deducted for that duration of time.

Recommendation: That Part 2, Clause 6(2) be amended to include

The Secretary must not make a deduction if there is a genuine dispute regarding the basis of the request.

The Secretary not make a deduction if upon examination of the person’s full financial circumstances, including existing Centrepay deductions, the person would be in financial hardship if the deduction were made.

* 1. ***Part 2, Clause 7 Maximum amount of deduction***

The maximum amount to be deducted that is 35% is too high. This will place already vulnerable social security recipients into financial hardship and housing stress and may serve to entrench poverty.

We note that the Productivity Commission’s 2013 *Report on Government Services [[38]](#footnote-38)*states:

Housing stress is considered to occur when households spend more than *30 per cent of their income* on rent or mortgage payments. (emphasis added)

It further states:

Low income households are more likely to be adversely affected by relatively high housing costs than households with higher disposable incomes (Yates and Gabriel 2006; Yates and Milligan 2007).

Compounding this, the cost of living generally in the Northern Territory is high, and higher still in remote Aboriginal communities.[[39]](#footnote-39) In remote Aboriginal communities, access to affordable goods and services is also highly restricted. Financial literacy is generally low, concomitant with general low levels of English literacy and numeracy. This means that the affect of a 35% reduction in a person’s ability to control their income will be even more detrimental to Aboriginal people in remote areas.

Recommendation: the maximum deduction amount of deduction in Part 2, Clause 7(1)(c) be set at 20% to reduce the likelihood that deduction will lead to financial hardship.

* 1. ***Part 2, Clause 8 when a request for a deduction ceases to be in force***

This clause should be amended to allow for a reduction in the amount specified in the notice, to enable mistakes made by the public housing lessor to be rectified or the outcome of disputes regarding rent arrears or the quantum of a debt to be accommodated. This should be accompanied by an obligation on the public housing lessor to advise the Secretary if the amount due under a notice is reduced for any reason.

Recommendation: that Part 2, Clause 8 be amended to state:

*When a request is to be amended*

A request will be amended by the Secretary upon notice from the public housing lessor that a lessor amount is payable, or if the Secretary is advised of the outcome of a dispute where the person is required to pay a lessor amount or is otherwise advised the amount is no longer payable for any reason.

 Recommendation: that Part 2, Clause 8 (4) be amended to state:

The public housing lessor must as soon as practicable give notice to the Secretary that a lesser amount is payable than the amount on the request

* 1. ***Part 3, clause 10 Secretary must pay amount to public housing lessor***

For people affected to be able to utilise accessible appeal mechanisms, that is the Centrelink review process, the SSAT and the AAT, the Secretary should be given explicit discretion as to whether to pay the amount to the public housing lessor.

Recommendation: That Part 3, Clause 10 be amended to read ‘may’ instead of must.

* 1. ***Part 4, Clause 13 Overpayments***

This section needs to be amended to allow the Secretary to reduce the amount payable and therefore facilitate the recovery of overpayments where the amount deducted is in excess of what is due and payable.

For example, if a public housing lessor issues a deduction request for $12,000, the Secretary makes $6000 worth of deductions over time but the debt is subsequently reduced because of a dispute to $3000, the tenant should be refunded that difference. The legislation should enable the Secretary to refund the difference to the tenant.

Recommendation: that part 4, Clause 13 (1)(B) be amended to read ‘or a lower amount identified by the Secretary’.

* 1. ***Part 5, Clause 17 Fees***

We support the ability of the Secretary to charge fees for public housing lessors to utilise the Scheme, but consider that it needs to be explicit in the legislation that these fees cannot be passed onto public housing tenants.

Recommendation: that the Bill be amended to include a prohibition on public housing lessors passing the cost of the proposed Scheme onto public housing tenants, by way of rent increases, ongoing charges or any other manner.

* 1. ***Social Security (Public Housing Tenants’ Support) Risk of Non Payment Amount Rules (No 1) 2013***

Territory Hosing does not routinely enter into tenancy agreements with a significant portion of its remote tenants (see discussion regarding legacy dwellings above). The current drafting of the term ‘tenant’ could mean that the proposed Scheme is applied to people not on written tenancy agreements and for which accurate records of rent are largely unavailable.

Recommendation: the definition of tenant be included in the legislation and amended to read ‘means a person who is named on a written lease or tenancy agreement under the relevant residential tenancies legislation from a public housing lessor’

* 1. ***Rules for determining whether a person is at risk***

NAAJA consider the rules for determining whether a person is at risk of non-payment of ‘all of the amounts that become due and payable under the lease before the time of the divertible welfare payment will have been paid by that time’ to be extremely broad.

The rules as drafted will mean that a large proportion of public tenants will unnecessarily deemed to be ‘at risk of non-payment’. At stated above, NAAJA strongly objects to the ‘at risk rule’ and recommends that it be abandoned.

*5.11.1 Rule 4 (1) ‘amount due’*

NAAJA are concerned that ‘an amount due’ does not require any debt or amount allegedly owed to a private landlord or a public housing lessor to be proven in a Court or Tribunal prior to it being able to be used to create an adverse inference on the conduct of the tenant and their ability to pay their rent or debts in future tenancies.

Recommendation: if the Rule is not abandoned, Rule 4(1) be amended to remove ‘an amount due’ and insert ‘amount found payable by Court or Tribunal’.

*5.11.2 Rule 4(2) Has been evicted*

We note that rule 4(2) refers to ‘where the person, has previously, with an amount due under a residential lease remaining unpaid been evicted; has that residential lease cancelled, terminated or not renewed or abandoned the relevant property’.

The wording of this section allows the tenant’s entire rental history, without reference to the currency or accuracy of the information, to prejudice their current tenancy and the amount of social security they will receive.

This rule will allow or encourage public housing lessors to review tenant databases, which are run by private companies generally for profit, for information on their current tenants. These databases are not regulated in the Northern Territory.[[40]](#footnote-40) We are concerned that tenant databases contain information which may be inaccurate, incomplete and or unproven.

The information that can be included on tenant databases is regulated in some jurisdictions.[[41]](#footnote-41) In the absence of nationally consistent regulation of tenant databases, public housing lessors should not be able to rely on information on tenant databases to substantiate that a person is ‘at risk’ under clause 4(2) of the proposed rules.

Recommendation: if the ‘at risk’ rule is not abandoned, the rules be amended to state that public housing lessors cannot refer to tenant databases when determining a person is at risk under clause 4(2) of the proposed rules.

*5.11.3 Rule (4)(2)(b) Cancellation, termination or non- renewal of lease*

There are a range of reasons why a public housing lessor or a private landlord will not renew a tenant’s lease, which do not relate to the conduct of the tenant. The landlord may wish to move back into the premises, charge a rent higher than the tenant can afford or undertake renovations. A public housing lessor may wish to upgrade the premises.

If there is money owed by the tenant, the provisions of the RTA allow a landlord to recover rent and seek compensation for damage through the Commissioner of Tenancies. This should not impact on the tenant’s future tenancies and social security payment.

NAAJA have assisted three clients where Territory Housing has refused to renew tenancy agreements contrary to the provisions of its own policy manual, the Territory Housing Operational Policy Manual[[42]](#footnote-42). All three families face homelessness as a result of non-renewal of their leases.

We have assisted these clients to appeal to the Territory Housing Appeals Board which found in all cases that Territory Housing had not followed the provisions of the Territory Housing Operational Policy Manual. Territory Housing has declined to change its decisions and we have written to the Minister for Housing to address these issues.

If a person’s lease is not renewed in these circumstances, it would be perverse for Territory Housing to have the ability to seek up to 35% of their rent payments in any subsequent tenancy.

Recommendation: if the Rule is not abandoned, ‘non renewal of lease’ should be removed from Rule 4(2).

*5.11.4 Rule 4(2)(c)*NAAJA is particularly concerned that the abandonment provision will disproportionately affect victims of domestic violence, particularly Aboriginal women.

NAAJA has assisted a number of Aboriginal women who have abandoned their rental premises due to domestic violence. These women generally have debts to Territory Housing for damage to the house which is the responsibility of their violent partner.

The abandonment of previous property should not be relevant to risk of getting into rent arrears in future tenancies.

**Case study – Ms M**

In 2010, Ms M advised Territory Housing that was no longer able to live at her TH premises because of domestic violence and moved to a women’s shelter.

Territory Housing attempted to recover $6000 from Ms M for alleged damage to the premises. Territory Housing had not obtained orders that the debt was payable in the Commissioner of Tenancies.

NAAJA obtained Ms M’s Territory Housing documentation and found that the photographs which apparently evidenced the state of the premises were undated, the outgoing condition report was not signed or given to the tenant which is required by the *Residential Tenancies Act.* We also advised Territory Housing of Ms M’s history of being a victim of domestic violence.

On the basis of submissions made by NAAJA, Territory Housing waived $3200 of the debt.

NAAJA are concerned that if women experiencing domestic violence become aware that Territory Housing will deduct up to 35% of their Centrelink payments, that they will remain in domestic violence relationships.

Recommendation: if the Rule is not abandoned, abandonment should be removed from Rule 4(2).

*5.11.5 Rule 4(3)*

This rule is punitive and based on arbitrary criteria. It allows public housing lessors to control a tenant’s social security payment on the basis of inconsequential acts – one week late paying rent three times in the past year. It is unclear what detriment there is to a public housing lessor if a tenant is late paying their rent for such a short duration of time.

Under section 96B of the RTA, a landlord cannot take action to address rent arrears until the tenant is 14 days in arrears. Indeed, some tenants may not be aware that their rent is only a week late.

A tenant may also not necessarily be aware that their rent payment has been late three times in the past years – NAAJA is not confident that tenants in the Northern Territory will necessarily receive notice of this from the public housing lessor.

Using a ‘three strikes’ law and order approach to predicting risk does not examine the reasons why a tenant may pay their rent late – for example, if your Centrelink payment was delayed for any reason, inadvertence, your bank did not process your direct debit, or you had an unexpected expense, like medical costs which meant you needed to delay your rent payment for a short period. We anticipate that it would be so common that it could not possibly be an identifier of risk of non payment of rent.

We are further concerned that the Bill does not contain mechanisms for a tenant to dispute that they are ‘at risk’ as defined in the rules.

Recommendation: if the Rule is not abandoned, existing Rule 4(3) should be deleted and be substituted to require that the person be in arrears of rent for at least 14 days at the time the notice is given.

* 1. ***Disregarded Provisions Specification***

NAAJA considers that Bereavement Allowance should be included in this specification.

The Bereavement Allowance is paid for a limit of 14 weeks following the death of the claimant’s partner. The Allowance is intended ‘to assist you with adjusting to your changed financial circumstances, such as settling financial affairs and arranging ongoing financial support’[[43]](#footnote-43). This may include funeral expenses or other unexpected expenses following the death of a partner. It is not appropriate for this allowance to be used by public housing lessors to recover debt.

* 1. ***Appeal Rights***

We note that FaHCSIA Factsheet 6 *Appeals Under the Housing Payment Deduction Scheme*  ‘Appeals against public housing authorities’ decisions under the Housing Payment Deduction Scheme will be dealt with under their existing processes’.[[44]](#footnote-44)

The Commonwealth Ombudsman expressed the following concerns with Territory Housing’s Complaints and Appeals mechanism:

[W]e have not observed improvements in complaint handling or awareness of the complaint processes in remote communities. Further, our experience in the complaints we receive from tenants in remote communities is that usually the issue has been known by housing staff in the community but no resolution has been achieved. Nor has it been dealt with through the complaints and appeals process. Further, we reiterate our concerns about the extent to which the complaints and appeals policy is advertised and accessible by community residents.[[45]](#footnote-45)

As stated above, administrative decisions of Territory Housing are not reviewable in an independent forum with enforceable powers for example decisions regarding rent rebates, which can be cancelled retrospectively leaving a significant debt. These concerns are held in other jurisdictions in Australia.[[46]](#footnote-46)

The only effective review mechanism available for persons subject to the proposed Scheme would be Centrelink’s administrative review process of Authorised Review Officers, the Social Security Appeals Tribunal and the Administrative Appeals Tribunal.

For appeal rights to be effective, there needs to be discretion for the Secretary to refuse to make deduction where it is not satisfied that the debt is due and payable or that the person is not in rent arrears.

1. <http://www.ais.nt.gov.au/> Accessed on 19 April 213. [↑](#footnote-ref-1)
2. Roman Finch, Territory Housing and Legal Services Meeting, 25 February 2013. [↑](#footnote-ref-2)
3. UNSW, Social Policy Research Centre, *Evaluating New Income Management in the Northern Territory: First Evaluation Report*, July 2012 at p 42. [↑](#footnote-ref-3)
4. Section 123 TH of the *Social Security (Administration) Act* 1999 defines priority needs as food; non‑alcoholic beverages; clothing, footwear; basic personal hygiene items; basic household items; housing, including  rent; home loan repayments; repairs; and maintenance; household utilities, including: electricity, gas; water; and sewerage; and garbage collection; and fixed‑line telephone; rates and land tax; health, including: medical, nursing, dental or other health services; and pharmacy items; and the supply, alteration or repair of artificial teeth; and the supply, alteration or repair of an artificial limb (or part of a limb), artificial eye or hearing aid; and the supply, alteration or repair of a medical or surgical appliance; and the testing of eyes; and the prescribing of spectacles or contact lenses; and the supply of spectacles or contact lenses; and the management of a disability; child care and development; education and training; items required for the purposes of the person’s employment, including: a uniform or other occupational clothing; and protective footwear; and tools of trade; funerals; public transport services, where the services are used wholly or partly for purposes in connection with any of the above needs; the acquisition, repair, maintenance or operation of: a motor vehicle; or a motor cycle; or a bicycle; that is used wholly or partly for purposes in connection with any of the above needs. [↑](#footnote-ref-4)
5. Section 61 (2) of the *Social Security (Administration) Act* 1999 [↑](#footnote-ref-5)
6. Factsheet compared with objects of the Scheme [↑](#footnote-ref-6)
7. Clause 3.4 of the CEO (Housing) Residential Tenancy Agreement, Common Provisions, currently in use. [↑](#footnote-ref-7)
8. Clause 3.4 ibid. [↑](#footnote-ref-8)
9. Department of Housing, *Territory Housing Operational Policy Manual* <http://www.housing.nt.gov.au/__data/assets/pdf_file/0017/5084/chapter_09_.pdf> as accessed on 19 April 2013 at 9.11. [↑](#footnote-ref-9)
10. TH Operational Policy Manual at 2.7. [↑](#footnote-ref-10)
11. TH Operational Policy Manual at 6.3. [↑](#footnote-ref-11)
12. TH Operational Policy Manual at 6.3. [↑](#footnote-ref-12)
13. Department of Families, Housing Community Services and Indigenous Affairs, Fact sheet 1: *Background to the Housing Payment Deduction Scheme* <http://www.fahcsia.gov.au/our-responsibilities/housing-support/programs-services/homelessness/exposure-draft-public-housing-tenants-support-bill-2013> Accessed 19 April 2013 [↑](#footnote-ref-13)
14. CEO(Housing) Residential Tenancy Agreement Common Provisions No. 372011 [↑](#footnote-ref-14)
15. s(63) *Limitations Act* (NT). [↑](#footnote-ref-15)
16. We acknowledge that Secretary must not make a deduction if the person is subject to income management due to Part 6, Clause 6(2) (a) of the Bill– this case study illustrates the paucity of Territory Housing’s rental records in some instances. [↑](#footnote-ref-16)
17. Commonwealth Ombudsman *Remote Housing Reforms in the Northern Territory*  June 2012 available at <http://www.ombudsman.gov.au/files/remote_housing_reforms_in_the_nt_report.pdf> [↑](#footnote-ref-17)
18. The Ombudsman reported on the significant changes to public housing in remote Indigenous communities since 2008 and made recommendations to enhance the reforms, including the Remote Rental Framework which was introduced by Territory Housing as part of the reforms. [↑](#footnote-ref-18)
19. Commonwealth Ombudsman at p1 [↑](#footnote-ref-19)
20. Allison et al, *Indigenous Legal Needs Project*: *NT Report*, James Cook University, 6 November 2012, at p 8. [↑](#footnote-ref-20)
21. Improvised dwellings – makeshift houses or shelters that are not considered public housing and for which no rent is payable. Northern Territory Government, Department of Housing, *Remote Public Housing Policy -Operational Policy* – January 2013, section 15 [↑](#footnote-ref-21)
22. Northern Territory Government, Department of Housing, *Remote Public Housing Policy - Operational Policy* – January 2013, section 16 [↑](#footnote-ref-22)
23. Department of Housing (NT) *Remote Rent* <<http://www.housing.nt.gov.au/remotehousing/information_for_remote_tenants/remote_rent_and_other_charges> > accessed 17 April 2013. [↑](#footnote-ref-23)
24. Commonwealth Ombudsman at 3.72 [↑](#footnote-ref-24)
25. Commonwealth Ombudsman at 3.63 [↑](#footnote-ref-25)
26. Commonwealth Ombudsman at Recommendation 7 [↑](#footnote-ref-26)
27. Australian Broadcasting Corporation, Kate Wild ‘NT housing accounts ‘a shambles’, <http://www.abc.net.au/lateline/content/2012/s3570663.htm>, broadcast 17 August 2012. [↑](#footnote-ref-27)
28. Department of Housing (NT) *Remote Rent* <<http://www.housing.nt.gov.au/remotehousing/information_for_remote_tenants/remote_rent_and_other_charges> > accessed 17 April 2013 [↑](#footnote-ref-28)
29. Northern Territory Government, factsheet ‘Remote Public Housing Rent’. [↑](#footnote-ref-29)
30. Commonwealth Ombudsman at 3.48 [↑](#footnote-ref-30)
31. The Commonwealth Ombudsman refers to overcrowding in remote communities in the NT as ‘extreme’ and ‘chronic’ at 1.1 and 2.1. [↑](#footnote-ref-31)
32. Commonwealth Ombudsman at 3.58 [↑](#footnote-ref-32)
33. Commonwealth Ombudsman at Recommendation 5 [↑](#footnote-ref-33)
34. Housing and tenancy issues were recently identified as the predominant non-criminal legal issue for Aboriginal people in the NT by the Indigenous Legal Needs Project conducted by the James Cook University and partners.

<http://www.jcu.edu.au/ilnp/public/groups/everyone/documents/technical_report/jcu_113496.pdf> accessed 19 April Aril 2013 [↑](#footnote-ref-34)
35. Commonwealth Ombudsman at 3.47 [↑](#footnote-ref-35)
36. Department of Families, Housing Community Services and Indigenous Affairs, *Fact sheet 3 – Operating the Housing Payment Deduction Scheme* <http://www.fahcsia.gov.au/sites/default/files/documents/04_2013/fact_sheet_3_operating_the_housing_payment_deduction_scheme.pdf> [↑](#footnote-ref-36)
37. http://www.acoss.org.au/media/release/turn\_bipartisan\_concern\_for\_low\_newstart\_into\_action\_for\_an\_increase [↑](#footnote-ref-37)
38. Productivity Commission’s 2013 *Report on Government Services 2013*, Productivity Commission, Canberra, SCRGSP (Steering Committee for the Review of Government Service Provision) 2013, Volume 2: *Health; Community services; Housing and homelessness* G.7 Appendix – Private housing market contextual information G 32 -33 *<*<http://www.pc.gov.au/__data/assets/pdf_file/0006/121785/government-services-2013-volume2.pdf>> accessed on 18 April 2013. [↑](#footnote-ref-38)
39. House of Representatives Standing Committee on Aboriginal and Torres Strait Islander Affairs *Everybody's Business: Remote Aboriginal and Torres Strait Community Stores,* Chapter 5(2009). [↑](#footnote-ref-39)
40. *A Better Lease on Life* <http://tuq.org.au/wp/wp-content/uploads/2010/07/A_Better_-Lease_on_Life_April.pdf>, pages 77, 78 [↑](#footnote-ref-40)
41. In NSW a landlord or real estate agent can only list information about a person in a tenant database if: the person was a tenant under a residential tenancy agreement that has terminated (or they were a co-tenant whose tenancy has terminated), and they breached the tenancy agreement, and because of the breach, they owe an amount more than the bond for the tenancy agreement or the Consumer, Trader and Tenancy Tribunal (CTTT) has made a termination order, and the information identifies the nature of the breach and is accurate, complete and unambiguous. <http://www.tenants.org.au/factsheet-19-tenant-databases> accessed on 17 April 2013. [↑](#footnote-ref-41)
42. Department of Housing, *Territory Housing Operational Policy Manual* <http://www.housing.nt.gov.au/__data/assets/pdf_file/0017/5084/chapter_09_.pdf> as accessed on 19 April 2013. [↑](#footnote-ref-42)
43. <http://www.humanservices.gov.au/customer/services/centrelink/bereavement-allowance>, accessed on 17 April 2013. [↑](#footnote-ref-43)
44. http://www.fahcsia.gov.au/sites/default/files/documents/04\_2013/fact\_sheet\_6\_appeals\_under\_the\_scheme.pdf [↑](#footnote-ref-44)
45. Commonwealth Ombudsman at p 49 [↑](#footnote-ref-45)
46. Tenant’s Union of New South Wales, <http://tunswblog.blogspot.com.au/2013/04/housing-payment-deduction-scheme-public.html> Accessed on 19 April 2013. [↑](#footnote-ref-46)