



# Tenancy Breach Policy

<b>Responsible Manager</b>	Manager, Housing
<b>Head of power</b>	<i>Local Government Act 2009 Local Government Regulation 2012 Housing Act 2003 Housing Regulation 2003 Residential Tenancies and Rooming Accommodation Act 2008 Social Housing Policy</i>
<b>Authorised by</b>	Council
<b>Authorised on</b>	30 June 2021
<b>Implemented from</b>	July 2021
<b>Last reviewed</b>	2021
<b>Review history</b>	2018
<b>To be reviewed on</b>	June 2023
<b>Corporate Plan</b>	People, Sustainability and Prosperity

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## 1. Purpose

Council is strongly committed to ensuring that the local government principles are reflected in the Tenancy Breach Policy. Council has an obligation to ensure tenants respect the properties and communities they live in by fulfilling obligations under their tenancy agreement.

### 1.1. Overview

This policy sets out the principles to be followed when a breach is to be issued to a tenant, household member or a housing client within reason. Our aim is to ensure:

- a) Council's policies and procedures provide the means for tenancies to be managed in a pro-active manner, which aims to work with and educate tenants on how to ensure compliance with the Acts and sustain their tenancy.
- b) If a tenant is in breach, tenant is in breach of their responsibilities, Council will take reasonable steps to assist tenants remedy the breach.

## 2. Application

This policy applies to all tenants, Council Officers, and applicants of Council's Social Housing Register.

## 3. Legislation/Policies

This policy is established with reference to obligations specified in the *Housing Act 2003*. This Policy is to be applied in conjunction with Tenancy Breach Procedure.

## 4. Provisions

The General Tenancy Agreement (GTA), *Residential Tenancies and Rooming Accommodation Act 2008* and the *Housing Act 2003* set out the rights and responsibilities of both tenants and Council.

Council's policies and procedures provide the means for tenancies to be managed in a pro-active manner, which aims to work with and educate tenants on how to ensure compliance with the Acts and sustain their tenancy.

When either party breaches the terms of these acts either party has the right to seek remedy of the breach.

Notices to remedy a breach may be issued when:

- a) the rent payable under a tenancy agreement has remained unpaid for at least seven days after Council's last attempt to contact tenant; or
- b) the tenant has breached another term of the agreement, such as:
  - i) used the premises or any property adjoining the premises for an illegal activity; or
  - ii) intentionally or recklessly destroyed or seriously damaged a part of the premises; or
  - iii) interfered significantly with the reasonable peace, comfort or privacy of other tenants or other tenants' use of their premises.

Council must give the tenant a Notice to remedy breach within the allowed remedy period in accordance with the Acts.

In seeking remedy for a breach by a tenant, Council staff must ensure that they fulfil the requirements of the Acts and the GTA.

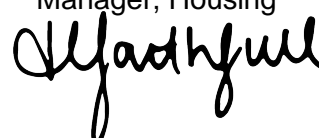
If the tenant fails to remedy the breach within the allowed remedy period Council may make an application for Dispute Resolution with the Residential Tenancies Authority.

If a breach is not resolved, Council may issue a Notice to Leave, requesting that the tenant vacates the premises.

If a tenant fails to vacate a property after the prescribed handover date on the Notice to Leave, Council may apply to the Queensland Civil Administrative Tribunal for a Termination Order to effectively end the tenancy.

Tenants can access Council's complaint process if they are dissatisfied with a decision made by Council.

Manager Responsible for Review:

Manager, Housing  


**Adoption:** 30 June 2021

**Due for Revision:** 30 June 2023

Hollie Faithfull  
A/Chief Executive Officer