

THE YARRABAH AGREEMENT

BETWEEN

The Australian Government

AND

Yarrabah Aboriginal Shire Council

Dated 1 October 2007

THE YARRABAH AGREEMENT

1 PURPOSE

- 1.1.1 The Yarrabah Agreement (“the Agreement”) constitutes the first stage of welfare reform. The parties to the Agreement (“Parties”) aim to change behaviour by: strengthening obligations under normalised tenancy arrangements; improving the condition of existing houses; promoting participation in an Income Management Program (IMP) and introducing home ownership in Yarrabah.
- 1.1.2 The signatories to the Agreement are committed to putting new arrangements in place which will contribute to long term welfare reform in Yarrabah, with a specific initial focus on improving school attendance. The ultimate objective is to build a stronger, more resilient community based on a market economy and individual economic independence.
- 1.1.3 The Agreement imposes duties, gives entitlements and encourages civic responsibility and appropriate standards of behaviour.
- 1.1.4 Yarrabah residents will be required to comply with new tenancy arrangements and, where agreed, participate in IMP, commit to satisfactory maintenance of houses and yards and commit to ensuring high standards of school attendance for students living in Yarrabah.

2 TIMEFRAME FOR AGREEMENT

- 2.1.1 The Agreement will continue for two years from the date of signing.
- 2.1.2 This agreement can only be amended with the express agreement of the Parties.

3 RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

3.1 Tenancy

- 3.1.1 Yarrabah Aboriginal Shire Council will outsource tenancy management of the houses in Yarrabah to an organisation (“Tenancy Manager”) agreed by the Parties before 31 January 2008.
- 3.1.2 The Yarrabah Aboriginal Shire Council will ensure that the Tenancy Manager performs their duties in accordance with the *Residential Tenancies Act 1994* (Qld).
- 3.1.3 The Yarrabah Aboriginal Shire Council will require the Tenancy Manager to ensure that:
 - 3.1.3.1 All adult persons residing in a house are parties to the tenancy agreement for that house, either as the principal tenant or co-contributors with financial contributions specified in the agreement.
 - 3.1.3.2 Only adult persons who have signed the tenancy agreement can reside permanently in the house.
 - 3.1.3.3 Households, which at the expiration of current tenancy agreements, do not sign a new tenancy agreement that includes the tenancy obligations set out in the Agreement (“New Tenancy Agreement”) will be required to pay the maximum rent level for their dwelling and will not be eligible for any of the benefits flowing from this Agreement. The maximum rent level will be determined by the Queensland Department of Housing rent setting policy as explained in clause 3.1.3.9.
 - 3.1.3.4 New tenants are not allocated a house unless they sign a tenancy agreement.
 - 3.1.3.5 Any tenant in breach of the Agreement is counselled, then warned, and ultimately evicted by the Tenancy Manager in accordance with the provisions of the *Residential Tenancies Act 1994* (Qld).
 - 3.1.3.6 A tenancy advice and complaints hotline (a 1800 phone number) is available for use by any signatory to a tenancy agreement.
 - 3.1.3.7 New Tenancy Agreements are for 6 or 12 month periods, with rent deducted via Centrepay from an IMP account, or by direct debit for that period.
 - 3.1.3.8 Where possible, New Tenancy Agreements are entered into with households by 29 February 2008, or as soon as possible after the expiry of existing tenancy agreements.

- 3.1.3.9 Consistent with Queensland Department of Housing rent setting policy, rent is increased over a specified period to normalised rates (it is intended that market rates will be set for each property by independent valuation).
- 3.1.4 The Parties acknowledge that, for those families and individuals who already have, or can establish, a good rent record over a period of time, and who participate in Pride of Place External (see below), assistance will be provided towards the purchase of land and / or a future home deposit subject to the Queensland Government passing land reform legislation allowing the granting of 99 year leases on DOGIT land.

Changed Arrangements:

- 3.1.5 Any change in outsourcing arrangements by the Yarrabah Aboriginal Shire Council with the Tenancy Manager, or changes to the New Tenancy Agreements, during the life of the Agreement, must be agreed by the Parties.

3.2 Home Ownership

Home ownership opportunities should be made available to Yarrabah residents concurrent with other reform measures, and are recognised by both Parties as a necessary component of economic independence and self reliance for local families and individuals

3.2.1 The Queensland Government is committed to introducing legislative reforms to current land tenure arrangements by the end of 2007, including a commitment to permit ninety-nine year leases on DOGIT communities to facilitate home ownership. Subject to these reforms and other measures outlined in this Agreement, Yarrabah families will be able to access low cost home loans through Indigenous Business Australia (IBA), subject to meeting relevant criteria.

3.2.2 The Yarrabah Aboriginal Shire Council will, by 31 January 2008, assist to identify, initially, up to 20 families or individuals interested in purchasing houses and land on the Djenghi subdivision (with others taking up the opportunity over time).

3.2.3 The Australian Government will, by 30 September 2009, provide for the development and servicing of 40 house lots at the Djenghi sub division.

3.2.4 Subject to Queensland Government passing land reform legislation permitting 99 year leases on DOGIT land, and upon granting of such leases, the Australian Government will provide funds for the construction of 20 houses on individual Djenghi lots to be made available to families or individuals for rental with the option to buy at a later stage.

3.2.5 The other 20 lots will be made available to families or individuals seeking to purchase land to construct their own houses at the Djenghi sub-division as soon as possible.

3.2.6 To be eligible for a home ownership loan, families would need to:

1. Have a deposit (in addition to any first home buyers grant).
2. Be actively participating in an IMP.
3. Commit to providing their own labour to assist in the construction of the house.
4. Commit to full responsibility maintenance of the house (with a maintenance account set up through IMP).

3.3 Home Improvements

3.3.1 Agreements will be developed with families and individuals that set out commitments and obligations attached to home improvement incentives, as outlined below.

3.3.2 These home improvements will be known as “Pride of Place External” and “Pride of Place Internal”.

3.3.3 All families and individuals who sign up to a New Tenancy Agreement (including participating in IMP and paying off any rent arrears), will be eligible for Pride of Place External which will involve improvement to the external features of a house, which will commence when that agreement is signed.

3.3.4 The Australian Government will fund external work including painting, yard clean up, fencing, landscaping and tree planting, and minor repair up to a value of \$2500 under Pride of Place External.

3.3.5 All participating households will be required to contribute their own labour towards the improvement of the house.

3.3.6 Consistent with Clause 3.1.4 above, Pride of Place External participants will be eligible for assistance towards the purchase of land and / or a future home deposit, on the basis of establishing a good rent record over a period of time.

3.3.7 The Australian Government will fund Pride of Place Internal work for painting, kitchen and bathroom upgrades, and other improvements determined by the residents to a value of \$7,500 for each participating household.

3.3.8 Pride of Place Internal will only be available to residents who:

- have participated in Pride of Place External;
- have maintained their continuous participation in IMP or an equivalent savings program for 6 months;
- are willing to contribute one third of the material costs, up to a limit of \$1000; and
- where there are children in the household, have demonstrated a record of 100% school attendance over a 12 month period (in accordance with Education Queensland policy).

3.3.9 The person or persons overseeing the establishment of the IMP accounts ("the IMP Manager") will advise individuals on the percentage of income that needs to be allocated to rent, and to other essentials such as food, children's education costs and other appropriate family related activities.

3.4 Other Initiatives

3.4.1 Yarrabah Council acknowledges that Yarrabah Community Justice Group (YCJG) has the power to make recommendations to the Queensland Government's Aboriginal and Torres Strait Islander Partnerships agency and Liquor Licensing authority about the declaration of 'grog' free homes as requested by residents.

3.4.2 The Australian Government will provide funding in addition to the funding referred to in Clause 5 to support initiatives aimed at making it easier for individuals to work or study outside their community should they wish to do so, particularly those already working in the banana or mining industries.

3.4.3 The Yarrabah Aboriginal Shire Council will encourage and support individuals who wish to take up these opportunities.

3.4.4 The Australian Government will provide funding, in addition to the funding referred to in Clause 5, for a School and Community Participation Officer to work with parents, service delivery agencies, students and schools to improve educational outcomes for students from kindergarten to high school.

3.4.5 The Australian Government, through the Cairns ICC, will allocate staffing resources in the form of a dedicated officer to coordinate the delivery of Australian Government services in Yarrabah. The terms of reference for this activity will also include the identification of improvements to reduce duplication and inefficiencies which place an unnecessary administrative burden on the Yarrabah Aboriginal Shire Council.

3.4.6 The Yarrabah Aboriginal Shire Council will commit to ensuring the existing safe house property, currently used by rental tenants, is available for the purposes of a safe house for Yarrabah children at significant risk.

4 MANAGEMENT ARRANGEMENTS

4.1.1 A Steering Group will be established by 31 October 2007.

4.1.2 The Steering Group will comprise 2 representatives each from the Yarrabah Aboriginal Shire Council and the Australian Government. The Yarrabah School Principal will be invited to be a member. Four representatives will constitute a quorum.

4.1.3 The purpose of the Steering Group will be to:

- Review and monitor the progress of the activities referred to in the Agreement;

- Provide policy guidance on tenancy management; and
- Assist in dispute resolution.

4.1.4 The Steering Group will meet three monthly, or more often if required.

4.1.5 The Cairns ICC will provide Secretariat support for the Steering Group.

5 FUNDING

5.1.1 A total of \$14 million will be made available to support initiatives under the Agreement, through a funding agreement. In addition funding will be available through IBA for home loan assistance.

SIGNATORIES TO THE AGREEMENT

The Hon Mal Brough MP

Minister for Family and Community

Services and Indigenous Affairs

on behalf of the Australian Government

Signed:

Date:

Mr Vince Mundraby

Mayor

Yarrabah Aboriginal Shire Council

Signed:

Date:

Mr Allanby Ambrym

Chair

Yarrabah Community Justice Group

Signed:

Date: