

# **Social and Accommodation Review**

**Sunnybank Social and Accommodation Consultative Committee**

**May 2013**



# CONTENTS

<b>List of Abbreviations</b>	<b>ii</b>
<b>List of Recommendations</b>	<b>iii</b>
<b>1. Executive Summary</b>	<b>1</b>
1.1. Scope	1
1.2. Student Accommodation Background	1
<b>2. Consultative Committee for Social and Rooming Accommodation</b>	<b>3</b>
2.1 The Executive Committee	5
2.2 Issues Identified By the Committee	6
2.3 Student Enrolment at Universities 2011/12	7
2.4 Case Studies	9
2.5 Preliminary Solutions Offered Prior to Executive Committee	12
<b>3. Student Accommodation Matrix</b>	<b>13</b>
3.1 Sources of Law/Regulations	13
3.2 Definitions	17
3.3 Renting Scenarios	27
3.4 Fees	32
<b>4. Executive Committee Consultative Process</b>	<b>33</b>
4.1 Executive Committee Meeting Monday 3 September 2012	33
4.2 Executive Committee Meeting Wednesday 3 October 2012	34
4.2.1 Recommendations	34
4.3 Executive Committee Meeting Wednesday 7 November 2012	35
4.3.1 Presentation By Damien Haber, The Pad Property Group	35
4.3.2 Presentation By Gemma Donaghey, The Tenants Union	36
4.3.3 Recommendations	37
4.4 Executive Committee Meeting Wednesday 28 November 2012	38
4.5 Executive Committee Meeting Wednesday 5 December 2012	40
4.5.1 Presentation By Fred Koolstra, Department of Community Safety	40
4.5.2 Student Liaison Report on Student Accommodation in Brisbane	41
4.5.3 Recommendations	42
4.6 Executive Committee Meeting Wednesday 6 February 2013	43
4.6.1 Recommendations	45
4.7 Executive Committee Meeting Wednesday 13 March 2013	46
4.7.1 Recommendations	49
4.8 Executive Committee Meeting Wednesday 24 April 2013	50
4.8.1 Recommendations	55
<b>5. Appendix</b>	<b>56</b>

# LIST OF ABBREVIATIONS

AARS	Accommodation Accreditation Rating Scheme
BCC	Brisbane City Council
BCA	Building Code of Australia
BSA	Building Services Authority
GU	Griffith University
NCC	National Construction Code
QFRS	Queensland Fire and Rescue Service
QPS	Queensland Police Service
QUT	Queensland University of Technology
RTA	Residential Tenancies Authority
UQ	University of Queensland

# LIST OF RECOMMENDATIONS

## Recommendation 1

This committee recommends that universities assume a greater responsibility to educate international students on their rights and responsibilities as residents using innovative teaching methods.

## Recommendation 2

This committee recommends that the Brisbane City Council maintain and enforce the existing law of 5 unrelated people per dwelling and apply this law to all properties regardless of the number of occupants prior to the 2009 Amendment to the *City Plan 2000*.

## Recommendation 3

This committee recommends that rules of accreditation be simplified and be made readily available to providers so that they can accredit their properties correctly. This could include distributing a simplified account of the rules with Brisbane City Council rates notices.

## Recommendation 4

This committee recommends that the *Residential Tenancies (Accreditation) Act 2002* Qld be made consistent with the Brisbane City Council *City Plan* by requiring 5 unrelated persons to constitute a residential service.

## Recommendation 5

This committee recommends that the Queensland Police Service consider a community education awareness campaign to inform residents of their responsibilities in relation to stolen and abandoned cars.

## Recommendation 6

This committee recommends that the student exemption under the *Residential Tenancies (Accreditation) Act 2002* Qld be removed to allow the Queensland Development Code, MP 5.7 Residential Services Building Standard to apply by default.

### **Recommendation 7**

This committee recommends that any bond, key deposit, or fee that does not form part of the resident's rent which is taken by a provider must be lodged with the RTA regardless of whether or not the landlord lives onsite.

### **Recommendation 8**

This committee recommends that a review of the system of private certifiers be undertaken and a penalty system/demerit system for private certifiers be introduced along with a stringent system audit of the conduct of private certifiers by a responsibility government entity.

### **Recommendation 9**

This committee recommends that the State Government consider the existing powers of the BSA and determine whether these are adequate to allow for the regulation and enforcement of the BCA including the power to audit relationships in the building sector.

### **Recommendation 10**

This committee recommends that the Brisbane City Council Officers continue to liaise with State Government agencies such as the Queensland Police Service and the Queensland Fire and Rescue Service to conduct investigations and, in extreme circumstances, to share intelligence with relevant authorities.

### **Recommendation 11**

This committee recommends that the Brisbane City Council should review and tighten the *Health Safety and Amenity Local Law 2009* with a view to improving response times in relation to issues of public safety incorporating history of complaints with provision for on-the-spot fines for repeated breaches.

# 1. EXECUTIVE SUMMARY

## 1.1 Scope

An Executive Committee was tasked with reviewing social and accommodation issues within Sunnybank and surrounding areas.

The Committee understood that the ambit of issues requiring redress was not exclusively related to student accommodation notwithstanding the fact that the vulnerability of international students was an animating reason for the formation of the Committee.

The Committee recognised that international students make an enormous contribution to the Queensland economy and any reduction in the number of international students would have negative financial implications. International education activity alone contributed \$15.7 billion in export to the Australian economy in 2011.<sup>1</sup>

However, the Committee also believed that maintaining acceptable urban lifestyles in Queensland is an important issue.

Both the need to encourage the influx of international students and the need to safeguard community and social expectations were factors taken into account in the recommendations that the Committee formulated.

## 1.2 Student Accommodation Background

Rooming accommodation generally covers residents who rent a room but share facilities like a kitchen or bathroom. Many students choose to rent such rooms or similar apartments in suburban areas conveniently situated near university campuses. The Sunnybank electorate is in a transport corridor and it is because of this – and its close proximity to university campuses – that student and rooming accommodation issues have arisen. As a conservative estimate, a third of all housing properties in the Sunnybank electorate are likely to be rentals.<sup>2</sup>

Stable, safe, and secure accommodation is essential for the well-being of residents both for students and non-students. However, demand for low-cost

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<sup>1</sup> Alan Olsen, *Modelling of Education as an Export for Australia* (29 November 2012) International Education Association of Australia <[www.spre.com.au/download/IEAAModeling2012.pdf](http://www.spre.com.au/download/IEAAModeling2012.pdf)>.

<sup>2</sup> This was the expert opinion of David Breen of the Residential Tenancies Authority.

accommodation options by residents provides an incentive for some unscrupulous homeowners to convert their existing private premises into sub-standard rooming accommodation. This has occurred in many cases without material change of use approvals and often with little consideration for occupier's safety and welfare or for the impact on local residents.

Incidents such as the Childers backpackers fire in June 2000, where 15 people died, highlight the dangers of non-compliance with regulatory regimes with that fire a direct result of overcrowding and unmaintained fire safety systems.

The preference of many residents for lowest-cost options coupled with a lack of knowledge regarding their rights and obligations as tenants has made them especially vulnerable to a minority of rooming accommodation landlords attempting to maximise financial returns for their investments and who use rooming accommodation as a vehicle for achieving this aim – at the expense of community expectations.

This problem is exacerbated by the fact that current Queensland building and land use definitions as well as planning schemes do not consistently define rooming accommodation as a distinct land use type. Student accommodation is defined in relation to a variety of living arrangements such as a dwelling unit, a hostel, short-term accommodation, budget accommodation, a multi-unit dwelling and a house. This array of definitions and their associated legislative provisions has led to unnecessary confusion over standards for rooming accommodation in Queensland.

From a legislative perspective, the establishment of a minimum building and amenity standard for rooming accommodation would appease community anxiety and provide clear guidance to potential and existing rooming accommodation providers.

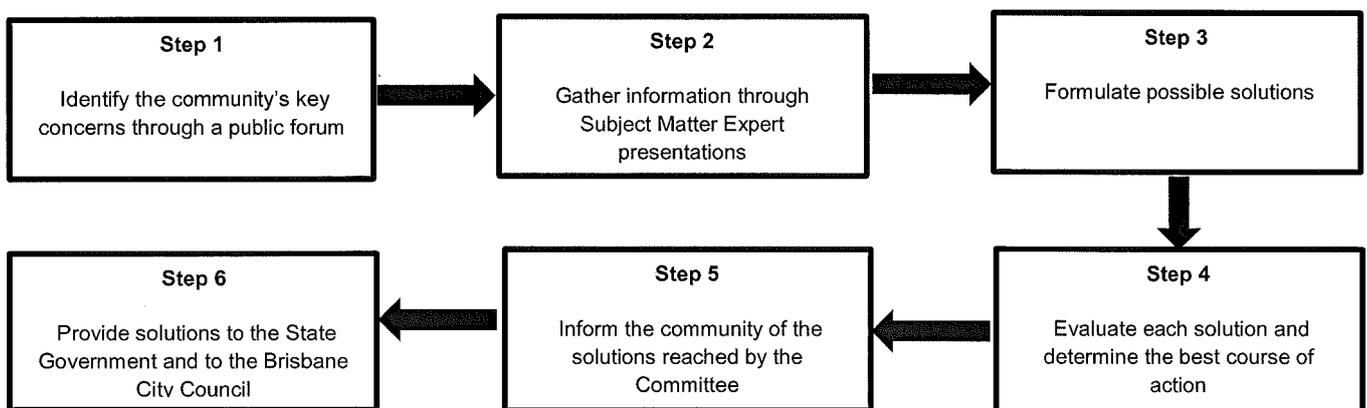
With regards to policing, effective and efficient compliance and enforcement of Queensland's existing regulatory regime on rooming accommodation is crucial to the maintenance of standards.

## 2. CONSULTATIVE COMMITTEE FOR SOCIAL AND ROOMING ACCOMMODATION

In his pre-election campaign, the local State Member, Mark Stewart, spoke with Sunnybank residents for 16 months and found social and rooming accommodation and associated living conditions to be of major concern.

Mark Stewart decided to investigate this matter further through a consultative group comprised of local representatives. It was the intention of this consultative group to gain a better understanding of issues pertaining to social and rooming accommodation. These issues included, *inter alia*, a perception that there is increased crime in areas with concentrated rooming houses; risks to the health of residents living in substandard accommodation because of the inadequate implementation of fire safety regulations; and the ambiguity and complexity of the existing legislative framework.

Fig 1: Identified Steps in Community Consultation



Expressions of interest were sought from all stakeholders within the Sunnybank community who would be interested in contributing to and taking part in this important consultative group.

An inaugural public forum was held in Sunnybank on 3 September 2012 at the Sunnybank Lions Club. The purpose of the forum was to establish a list of identified concerns and issues from local residents.

Following on from this inaugural meeting, an Executive Committee was appointed to further investigate the issues raised at the public forum. The Executive Committee, comprising 12 representatives, represented a cross-section of interested parties who could offer various skills and strengths from

their respective individual professional fields. This included residents, landlords, town planners, a Brisbane City Council representative, a student liaison officer and members of a local community action group.

The Executive Committee held its first meeting on 3 October 2012 to discuss the identified issues that were raised by concerned residents at the public forum. A number of meetings with Subject Matter Experts and relevant government officials were subsequently arranged.

## 2.1 The Executive Committee

<b>Executive Committee</b>	<b>Nomination</b>
Chairperson	Mark Stewart
Secretary	Geri Quinn/John Duthie
Resident	Kim Chang
Resident	Jack Zhai
Town Planner	Helen Kerr
Brisbane City Council Representative	Cr Steven Huang
Education Institute Representative	Samantha Hilbig
Student Liaison Officer	Catherine Bub
Landlord	Sue Bowen
Landlord	Sharon Wilson
Griffith University Community Liaison Group	Alan Druery
Community Group	Don Pegg

## 2.2 Issues Identified by the Executive Committee

Issue
Swimming pools and lawns not kept
Decreasing house and land costs
Cars parked on driveways and footpaths inhibiting mowing and mail delivery
Financial impact on other homeowners because of insurance premiums rising due to high crime rates in the area
Fire safety in rental accommodations
Universities not supplying accommodation sufficient to needs
Student/residents allowing subletting resulting in too many students in one house
Students are not assimilated into the community
Abandoned and unregistered cars
Rubbish bins on the street that do not get picked up as they are not put out on time
Subdivision of blocks with multiple occupant housing developed but not enough parking available
Washing machines and portaloos outside back doors
Traffic issues in congested streets
Houses with granny flats without building approval
Housing being advertised for sale as rentals with guaranteed rental return
Lights on all night affecting the quiet use and enjoyment of neighbouring houses
Poor conditions of rentals such as kitchens in garages
Inadequate fire entries/exits/health facilities/safe kitchens
Inappropriate noise levels and the use of illegal substances/drugs
Student housing being out of control since lessors providing rooming accommodation have been exempt from accreditation under the <i>Residential Services (Accreditation) Act 2002</i>
Brisbane City Council having insufficient powers to inspect properties

## 2.3 Student Enrolment at Universities 2011/12

### Queensland University of Technology (QUT) (as at 18 August 2012)

- Number of Students at QUT: **37,381**
- Percentage of Students who are International: **18% (6,800)**
- Number of Homestay Families on the books (as at 9 September 2012): **600**
- Percentage of Home Stay Families Presently in Use: **66% (400)**
- Percentage of students currently in homestay in the southern suburbs of Brisbane (Browns Plains, Sunnybank Hills) **1% (4)**
- Number of On-Campus positions available: No on-campus Homestay for any QUT campuses

QUT is very strict in terms of allowing landlords/agents to list accommodation through the university. Any person trying to list a house with more than 5 bedrooms is contacted by the university's accommodation officer who will ask for their licence to operate as a rooming house. If they do not have this, they are advised of the relevant legislation and given the contact details to enquire about registration.

### Griffith University (GU)

- Number of Students at GU 2011: **41,971**
- Percentage of Students who are International: **26% (10,967)**
- Percentage of Students that can be accommodated in homestay accommodation located in Robertson, Sunnybank, Coopers Plains, Wishart, Upper Mount Gravatt, Macgregor, Mansfield: **1.5% (700)**
- Percentage of Students that can be accommodated in on-campus accommodation at Mount Gravatt and Nathan campuses: **2% (954)**
- Percentage of rooms that are self-catered: **59% (563)**
- Percentage of rooms that are catered: **41% (391)**

GU policy is to attempt to maintain a 47 % ceiling for international students. As at 9 May 2013, 48% of on-campus rooms were let to international students.

**University of Queensland (UQ)**

- Number of Students at UQ in 2012: **46,826**
- Percentage of Student who are International: **24% (11,367)**

## 2.4 Case Studies

### **Landlords Fined \$35,000 for Crowding 35 Students into 3 Houses at Robertson, July 2010<sup>3</sup>**

In the first conviction of its kind, the owners of three rental properties housing 35 international students were fined almost \$35,000 in July 2010.

Brisbane City Council prosecuted the owners after they failed to comply with orders to reduce the number of tenants in the Robertson homes to 5 or below.

Raids in June 2009 found 23 people living at two of the properties in Woodsiana St and 12 at another in Cavallaro Street in Robertson.

Each of the students living in the 'purpose-built' homes was paying approximately \$200 a week in rent.

In 2005, one of the properties had been advertised for sale as a 'five-star hotel' with potential rental income of \$2200 a week.

The large number of people living at the houses in Woodsiana St had created parking and amenity issues for residents. On two occasions, Brisbane City Council parking signs were removed in order that the students could park their cars where they pleased.

The owners pleaded guilty in the Holland Park Magistrates Court to unlawful use of premises and breaching the *Integrated Planning Act 1997* (Qld).

Magistrate Zachary Sarra found the owners made 'excessive profits by receiving rent from more residents than they were allowed' and 'ignored the amenity and wellbeing of other residents in the area'.

Neighbours welcomed the decision but said there were more illegal boarding houses nearby as well as in the neighbouring suburbs of Sunnybank and Macgregor. A spokesman for the local Neighbourhood Action Group said a property near him had installed a portaloos in the yard for students and another landlord had encouraged tenants to 'urinate outside to save water'.

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<sup>3</sup> 'Landlords Fined \$35,000 for Crowding 35 Students into 3 Houses at Robertson, July 2010', *The Courier Mail*, 27 July 2010.

### **Huge Fines for Caboolture Budget Accommodation Fire Safety Breaches March 2013<sup>4</sup>**

The director of a Caboolture Budget Accommodation Company was penalised more than \$650,000 and received a suspended jail sentence for failing to fit fire safety installations as required under Queensland law for budget accommodation buildings.

The offender was operating three residential properties where no fire safety requirements had been implemented. This included a three bedroom house where 21 people lived and each paid \$150 per week.

### ***AAD Design Pty Ltd v Brisbane City Council [2012] QCA 44***

**Background:** The Developer, AAD Design Pty Ltd sought a permit to make a material change of use to 3 student accommodation properties. The proposed use was the accommodation of more than 5 unrelated persons for the purposes of student accommodation.

**Main Issue:** The main issue brought before the Queensland Court of Appeal was whether student accommodation premises with more than 9 bedrooms separately leased to students fell within the definition of a house or a multi-unit dwelling for the purposes of the *City Plan 2000*.

**Subordinate Issue:** The Queensland Court of Appeal acknowledged that land use definitions vary widely in planning schemes across the State and that there is no consistency in approach to land use categorisation.

**Significance:** If the premises were classified as a multi-unit dwelling the Level of Assessment required would be Impact Assessment. The Development Application fees for the three material change of use applications for the properties would total \$16,310. If the premises were classified as a house, the Development Application fees would be significantly less.

**Test:** The Queensland Court of Appeal rejected the 'best fit' test in favour of traditional principles of statutory interpretation

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<sup>4</sup> Glen Roberts, 'Huge Fines for Caboolture Budget Accommodation Fire Safety Breaches March 2013', 7 March 2013.

**Outcome:** The Queensland Court of Appeal held that student rooming accommodation consisting of more than 9 bedrooms individually let should be classified as being a multi-unit dwelling even though it also fell within the definition of a house and even though there was no provision of services such as meals, room cleaning and/or washing. The Developer had to pay the additional fees.

## **2.5 Preliminary Solutions Offered Prior to Executive Committee**

A document tabled by a local resident asked for registration of all rooming houses, regardless of whether they contained students or not.

The document contended that registration would ensure rooming house owners would:

- Comply with appropriate standards of accommodation
- Comply with appropriate building codes and planning requirements
- Pay appropriate council rates
- Pay appropriate income tax
- Maintain standards of appearance of properties consistent with those of neighbouring properties
- Comply with regulations dealing with the subdivision of blocks ensuring that lots were no smaller than 556 square metres
- Ensure that any work on the property is done by a licenced builder
- Inspect regularly and thoroughly where homes are overcrowded
- Provide clear and concise information regarding the rules for renting homes/rooms

### 3. STUDENT ACCOMMODATION MATRIX

#### 3.1 Sources of Law/Regulations:

##### *Residential Services (Accreditation) Act 2002 Qld*

- The Act establishes an accreditation system under which a residential service is accredited to provide a type of service only if that service meets **minimum standards**.
- The Act only applies to 'residential services' where **the room or rooms are occupied, or available for occupation by at least 4 residents**.
- It aims to ensure that residential services are registered only if:
  - the service provider is suitable; and
  - The premises in which the service is to be conducted are safe and otherwise suitable. (ss 4, 8)
- The Act requires residential service providers to **register their residential service** with the Residential Services Accreditation branch of the Office of Fair Trading, Department of Attorney-General and Justice
- Registration requirements include demonstrating that the premises in which the residential service is offered complies with mandatory building requirements

##### *Residential Tenancies and Rooming Accommodation Act 2008 Qld*

- Objects of the Act are (s 5):
  - To state the rights and obligation of residents, providers and agents for rooming accommodation
  - To regulate the making, content, operation, and ending of rooming accommodation agreements
  - To provide for the resolution of disputes about rooming accommodation agreements
  - To provide for the authority to receive, hold and pay rental bonds
  - To provide for compliance with the Act
- The Act covers all residential services provided exclusively to students with the exception of premises that are part of an educational institution i.e. on-campus dormitories/colleges.

### ***The Building Code of Australia (BCA)***

- The goal of the BCA is to enable the achievement of nationally consistent, minimum necessary standards of relevant safety (including structural safety and safety from fire), health, amenity and sustainability objectives
- The BCA contains technical provisions for the design and construction of buildings and other structures
- The building classification system categorises buildings on the basis of use, hazards, and occupancy with a view to ensuring any risks to safety, health, and amenity are appropriately minimised

### ***Building Services Authority (BSA)***

- The BSA is a statutory authority established under the *Queensland Building Services Authority Act 1991 Qld*
- The BSA regulates the building and renovating industry through the licensing of contractors who perform building work valued over \$3,300.
- The BSA is also responsible for building certifiers.

### ***Brisbane City Plan 2000/2012***

- A comprehensive statement of Council's intentions for the future development of Brisbane
- The new draft City Plan was open for public submissions

### ***Queensland Development Code 2007***

Code contains the technical requirements for residential services building standards. This includes the requirements for:

- Laundry facilities
- Kitchen Facilities
- Common areas
- Bedrooms
- Storage facilities
- Dining room facilities
- Sanitary Facilities
- Vermin Control
- Ventilation
- Early Warning System
- Emergency Lighting
- Emergency Telephone Access

### ***Building Fire Safety Regulation 2008***

The main objects of this regulation are:

- To ensure persons can evacuate buildings safely and quickly if a fire or hazardous materials emergency occurs; and
- To ensure prescribed fire safety installations for buildings are maintained

### ***Fire and Rescue Act 1990 Qld***

- The Act stipulates the minimum safety standards of residential buildings.
- The Act gives authority to the Queensland Fire and Rescue Service (QFRS) to require any provider to take measures for the purpose of reducing the risk of a fire occurring on the premises or reducing potential danger to persons, property or the environment in the event of a fire occurring on the premises (s 69).
- Alternatively, the provider may be issued with a **Section 104G Notice** to upgrade existing fire safety systems to comply with the Fire Safety Standard and the Act.
- In application, this means that a provider who is issued with a Section 69 Requisition Notice because he or she is not complying with the Building Fire Safety standards will be **required to reduce occupancy to below 6 persons** until the building is compliant.
- A person to whom a requisition is given must comply with the requisition. The maximum penalty for non-compliance is 50 penalty units (1 penalty unit = \$110) or 6 months imprisonment.

Between 1 January 2007 and 15 February 2013, the Queensland Fire and Rescue Service (QFRS) completed 2855 inspections at 1453 Budget Accommodation Buildings across the State. These inspections resulted in the QFRS:

- Issuing 773 requisitions by the Commissioner under Section 69 of the Act to reduce occupancy numbers to below 6 persons;
- Issuing 209 notices by the Commissioner under Section 104G of the Act to upgrade existing fire safety standards;
- Issuing 176 Infringement Notices for fire safety breaches in Budget Accommodation Buildings; and
- Completing 58 successful prosecutions for Budget Accommodation Building offences

The Department of Police and Community Safety, specifically QFRS Brisbane Region, inspects properties in Moreton Bay Regional Council, Redlands Shire Council and the Brisbane City Council. However, inspections are carried out throughout Queensland. Interpreter facilities are also offered by the Department of Community Safety.

If a complaint is registered and entry is refused, the Department of Community Safety requests Queensland Police Service to assist with gaining entry under the *Fire and Rescue Service Act 1990* Qld.

### ***Local Government and Other Legislation Amendment Bill 2012***

The amendments (passed but not yet in force) will give local government greater powers to enter a property.

The Bill proposes to insert a new Section 127A into the *Local Government Act 2009* Qld. This will empower local government officers to serve a **remedial notice** that requires the owner or occupier of a property to take action under a local government related law in relation to the property.

Local government officers will also be able to serve a **reasonable entry notice**. This is a written notice about a proposed entry of a property that:

- Informs the owner or occupier of the property of:
  - who is to enter the property
  - the reason for entering the property; and
  - the days and times when the property is to be entered; and
- Is given to the owner or occupier of the property **at least 7 days** before the property is proposed to be entered.

## 3.2 Definitions

### *Office of Fair Trading*

#### **Student**

A student is a person enrolled in an approved education or study course. The criteria for approved courses are regulated by the Federal Department of Education, Employment and Workplace Relations. Approved courses of study are listed in Section 569B of the *Social Security Act 1991* (Cth).

#### **Student Rooming Accommodation**

Student rooming accommodation includes rooms that students rent which are independent of educational institutions as well as of funding from the Department of Education, Training, and Employment.

#### **Student Accommodation Exception**

Student accommodation is exempt under the *Residential Services (Accreditation) Act 2002* Qld if the following pre-conditions are satisfied:

- That the provider proves that accommodation is provided **mainly** to students i.e. exemption can still be claimed if rooming accommodation has a mix of students and non-students.
- That if the number of students fluctuates over the year, the provider proves that their service provides accommodation mainly to students.

Division 2, Section 4 of the Act specifically details the student accommodation exemption. The following sub-sections describe services that are exempt under the Act:

(e) a service conducted as part of, or under an agreement with, a school or other educational institution mainly to provide accommodation to students or employees of the school or institution;

(f) a service conducted with financial assistance from the Education Department mainly to provide accommodation to school students;

(fa) a service conducted mainly to provide accommodation to persons who are enrolled in courses that, under the *Social Security Act 1991* (Cth), Section 569B, are approved courses of education or study for section 569A(b) of that Act.

The justification for this exclusion in 2002 was:

- The intent of the Act was to protect people who are vulnerable because of their disability or age and at the time students were not considered to be vulnerable
- The assertion that students had more market power than traditional boarding house occupants; and
- The low number of recorded complaints from students or reported instances of sub-standard student accommodation.

There are, of course, many explanations for a lack of reporting of sub-standard accommodation by students: fear of reprisal from the landlord including losing a bond taken (but not lodged with the Residential Tenancies Authority) by the landlord; lack of knowledge regarding rights and responsibilities as tenants; and/or distrust or unwillingness to confide in authorities.

By being exempt from coverage under the *Residential Services (Accreditation) Act 2000* Qld, residential services providing student accommodation to **4 or more tenants are excluded** from complying with the registration and accreditation requirements under the Act. This includes an exemption from complying with the mandatory building requirements relating to amenity in the *Queensland Development Code* MP 5.7 Residential Services Building Standard (See Appendix A).

### ***Brisbane City Plan 2000***

#### **House**

A use of premises principally for residential occupation by a domestic group or individual/s, that may include a secondary dwelling, whether or not the building is attached, but does not include a single-unit dwelling.

#### **Multi-Unit Dwelling**

A use of premises as the principal place of longer-term residence by several discrete households, domestic groups, or individuals irrespective of the building form. Multi-unit dwellings may be contained on one lot or each dwelling unit may be contained on its own lot subject to the Community Title Schemes. Examples of other forms of multi-unit dwellings include boarding houses, retirement villages, nursing homes, orphanages or children's homes, aged care accommodation, residential developments for people with special needs, hostels, institutions (primarily residential in nature) or community dwellings (where unrelated people maintain a common discipline, religion or similar).

### **Single Unit Dwelling**

A use of premises as a principal place of longer term residence by a household, domestic group or individual/s, whether or not in a building that is attached or detached, and the dwelling (including any land and building/structures that may be associated with the dwelling or part of the dwelling) is contained entirely on a lot that has:

- an average width of less than 10m and/or an area less than 400m<sup>2</sup> (but does not include small corner lots with a minimum lot size of 350m<sup>2</sup> as provided by Table 2 Lot Layout in the Subdivision Code); or
- an area less than 600m<sup>2</sup> (excluding access way) if a rear lot.

### **Amendment to the House Code in the Brisbane City Plan 2000**

The *City Plan 2000* previously allowed for up to **6 unrelated people** living in a domestic dwelling to constitute a 'household group'. The Amendment, carried on 8 September 2009, changed the provision to allow **only 5 unrelated people** in one 'household group' (See Appendix B).

This means a building housing more than 5 unrelated people is not a house under the *City Plan 2000*. It would be classed as a multi-unit dwelling and would require development approval in order to operate legally.

Notwithstanding the above, the 2009 amendment was only prospective in effect. That is, if a dwelling had 6 unrelated people constituting a single dwelling prior to the 2009 change, the dwelling was not required to reduce the number of occupants to below 6 people and could continue to house 6 people indefinitely. The dwelling would be fixed as being a household of 6 unrelated persons even if there was a subsequent change of ownership of the dwelling or the occupants changed in any way.

However, if the dwelling was later found to be in breach by housing 7 unrelated persons, the owners would be required to reduce the number of unrelated occupants to 5 persons and not 6.

## ***Building Act 1975***

### **Budget Accommodation Building**

A budget accommodation building is a building:

- Whose occupants have **shared access** to a bathroom or sanitary facilities, other than a laundry; and
- That provides share-house access for **6 or more unrelated persons**
- A building used as a Class 1a or Class 2 building **IS NOT** a budget accommodation building
- A **Class 1B building** can be a budget accommodation building

## ***Building Code Australia 2008 Part A3.2***

The building classification system, established under the Building Code of Australia (BCA), groups buildings into different classifications according to their use and risk. It is essential that the correct classification is selected for a building or part of a building to ensure that technical requirements most appropriate to its use and risk are applied.

### **Class 1**

- **Class 1a** is a **single dwelling** being:
  - a detached house; or
  - one of a group of two or more attached dwellings, each being a building, separated by a fire-resisting wall, including a row house, terrace house, town house or villa unit; or
  - **in which five or less tenants form a common household** i.e. have banded together to share expenses and defray rent
- **Class 1b** is a boarding house, guest house, hostel or the like:
  - with **4 or more unrelated residents** who do not form a common household
  - with a total area of all floors not exceeding 300 m<sup>2</sup> measured over the enclosing walls of the Class 1b
  - in which **not more than 12 persons** would ordinarily be resident;
  - which is not located above or below another dwelling or another class of building other than a **private garage**.

### Reference to a 'Single Dwelling'

A single dwelling is a building in which the occupants form a common household. For example, a family unit or group may share a single dwelling, or individuals may form a group to rent a single dwelling to defray costs.

Owners or occupiers of a building may accommodate unrelated persons in many circumstances without changing the use from being a single dwelling. For example, a family may accommodate up to three overseas students who would be included as part of the common household.

### Class 2 Accreditation

A provider provides a **food service** in the course of conducting a residential service (*Residential Services (Accreditation) Act 2002, s 37*).

### Class 3 Accreditation

A provider provides a personal care service in the course of the residential service (*Residential Services (Accreditation) Act 2002, s 38*).

### *In summary –*

Where an owner or an occupier regularly accommodates six or more unrelated persons the use would be Class 1b (or Class 3 if more than 12 persons are accommodated or the building exceeds 300m<sup>2</sup>).

Where owners do not reside in the building but rent individual rooms or beds to six or more unrelated individuals, the building is being used as a boarding house, guesthouse, hostel or the like.

## ***Residential Tenancies and Rooming Accommodation Act 2008***

### **Provider: S17**

The provider is the person who provides rooming accommodation to residents.

### **Resident: S 14**

You are a resident for the purposes of rooming accommodation if:

- You pay rent for a room (or rooms) in rental premises
- You occupy the room/s as your main or only residence
- You share other rooms or facilities (like a bathroom, kitchen, lounge) with other resident/s; and
- You are not the provider or a relative of the provider

### **Rooming Accommodation: S15**

Where a resident rents a room as the main place they live and:

- The room is not self-contained;
- They do not have the right to occupy the entire premises in which the room is located; and
- They share facilities outside their room with other residents; and
- The provider:
  - Doesn't live on the premises; or
  - Does live on the premises but there are 4 or more rooms for rent

### **Bond**

The bond is an amount paid to the provider as security against property damage or failure to pay rent and is normally paid at beginning of tenancy.

- A bond may be variously called a security deposit, a key deposit, a linen deposit, or any other fee that is not a resident's rent. **But it is still a rental bond (S 111)**
- $\$X < \$500$  per week = can only be charged 4 x rent (**ss 111, 116**)
- $\$X > \$500$  per week = no limit to the amount of bond that can be taken

**House Rules: SS 266-276**

- The resident must comply with the house rules for the rental premises
- The provider must give the resident a copy of the house rules for the rental premises before entering into a Rooming Accommodation Agreement
- The provider must ensure a copy of the house rules for the rental premises is displayed at all times in a place where it is likely to be seen by the residents

**Provider's Obligations: SS 247, 249**

The provider has the following obligations:

- To ensure he or she is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas
- To take reasonable steps to ensure the resident always has access to the resident's room and to bathroom and toilet facilities and has reasonable access to any other common areas
- To take reasonable steps to ensure the security of the resident's room and the resident's property in the room
- To maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in
- To take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas are
  - Kept safe and in good repair; and
  - Kept clean
- Not to unreasonably restrict the resident's guests in visiting the resident
- To ensure that the times during which the provider is available to be contacted by the resident are reasonable
- To take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas
- Not to interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas

### **Resident's Obligations: S 253**

The resident has the following obligations:

- To use the resident's room and common areas only or mainly as a place of residence
- Not to use the resident's room or common areas for an illegal purpose
- Not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas
- To pay the rent when it falls due

### **Rooming Accommodation Agreement (Form R18) (See Appendix C)**

- Form R18 is a legally binding contract (s 61); and
- Must be in writing

### **General Tenancy Agreement (Form 18a) (See Appendix C)**

- Form 18a is a legally binding contract (s 61); and
- Must be in writing

### **Opting-In under a General Tenancy Agreement: S18**

If a resident lives in rooming accommodation but their agreement states it is a Residential Tenancy Agreement or they have signed a Form 18a General Tenancy Agreement, the tenancy will be covered by the residential tenancies provisions of the Act.

The residential tenancy laws generally provide greater protection and renting rights than the rooming accommodation sections of the Act.

### **Form R18 (Rooming Accommodation Agreement) v Form 18a (General Tenancy Agreement)**

The differences between the two Forms are important because rooming accommodation can be covered under EITHER Form through the opting-In provision.

The following differences have been identified:

- 'House Rules' are not applicable to the General Tenancy Agreement
- Rooming Accommodation Agreements start on the day stated in the agreement. A General Tenancy Agreement starts on the day stated in the agreement OR when the tenant is or was given the right to occupy the premises. The implication is that a resident who is given a right to occupy a room but has not signed a Form 18a or the Form R18 does not state a date of commencement then it is possible the protections and obligations will not apply.
- Under the General Tenancy Agreement, an Entry Condition Report MUST be given to the tenant on or before the day the tenant occupies the premises (**s 65**). Under the Rooming Accommodation Agreement, an Entry Condition report only needs to be completed if a bond is taken.
- The General Tenancy Agreement includes Subdivision 4, Damages and Repairs, which makes provision for emergency repairs and routine repairs. There is no equivalent under the Rooming Accommodation Agreement.
- The General Tenancy Agreement makes provision for the transfer of a lease or subletting by the tenant. There is no such equivalent in the Rooming Accommodation Agreement.
- Under the General Tenancy Agreement, the tenant must prepare – in the approved form – and sign a condition report for the provider. The report is very important in deciding the entitlement to a refund of the rental bond if there is a dispute about the condition of the premises. Under a Rooming Accommodation Agreement, no mention is made of an Exit Condition Report. It is unclear on a reading of the legislation whether – under a Rooming Accommodation Agreement – if an Entry Condition Report is filled in (because a Bond is taken) an Exit Condition Report must also be completed. If no Exit Condition Report is completed but a bond is taken (so there is an Entry Condition report), it is unclear how an entitlement to the return of the Bond – as well as the condition of the premises – is to be assessed.

### ***Residential Services (Accreditation) Act 2002***

#### **Residential Service: S 4**

A service is a residential service if:

- The main purpose of the service is to provide accommodation, in return for the payment of rent, in 1 or more rooms; and
- The room or rooms are occupied, or available for occupation, in the course of the service by **at least 4 residents**; and
- In the course of the service, each of the residents:
  - Has a right to occupy 1 or more rooms; and
  - Does not have a right to occupy the whole of the premises in which the rooms are situated; and
  - Does not occupy a self-contained unit; and
  - Share other rooms, or facilities outside of the resident's room, with 1 or more of the other residents

### ***Standard Building Regulation 1993 (Qld)***

This is of relevance to providers who illegally provide a class 1b service in class 1a premises.

#### **Change of Classification: S 106**

A change of classification of a building occurs when the **purpose** for which the building was designed, built or adapted changes to the extent that the new use would fall within a different classification.

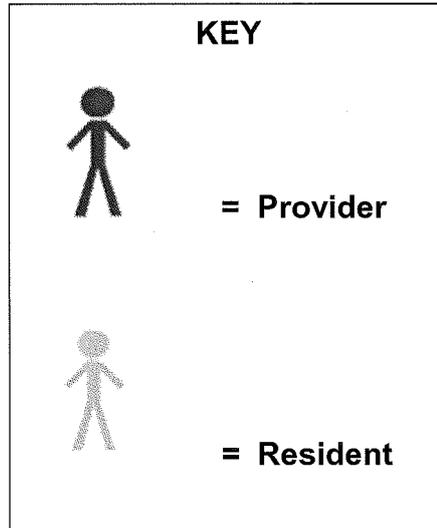
#### **Change of Classification Offence: S 107**

The classification of a building must not be changed unless:

- the building complies with the regulation for its change of classification and the owner of the building has obtained the approval of a **building certifier** to the change; or
- the change has been approved by a building certifier under Section 110.

The maximum penalty for changing classification without certification is 165 penalty units (one penalty unit = \$110). This means the maximum fine \$18,150.

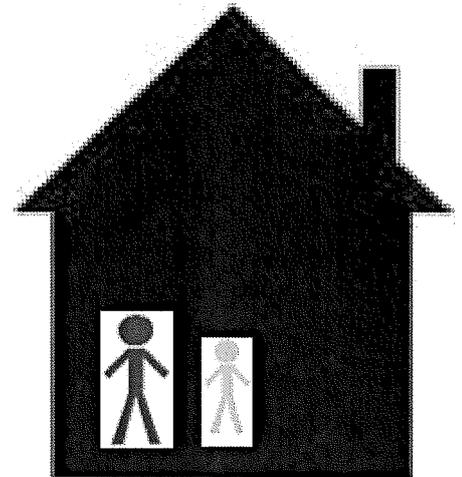
### 3.3 Renting Scenarios



#### Scenario 1: Provider Living Onsite + 1 x Room Available for Rent/Rented

##### Requirements:

- The *Residential Tenancies and Rooming Accommodation Act 2008* Qld does not apply (because the lessor is living onsite with less than 4 rooms rented or available for rent)
- A Bond does not have to be taken but if it is it must be lodged with the Residential Tenancies Authority (RTA) within 10 days of receipt (**S 116**)
- If a resident is paying less than \$500 a week, the maximum bond that can be charged is 4 times the weekly rent. If a resident is paying more than \$500 a week in rent, there is no limit to the bond that can be taken
- If a Bond is taken a Condition Report (Form R1) must be completed



### Scenario 2: Provider Living Onsite + 2 x Rooms Available for Rent/Rented

#### Requirements:

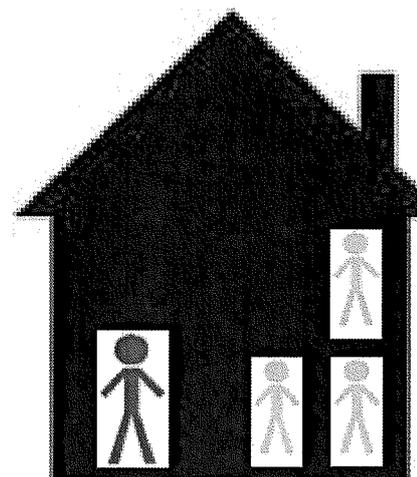
- The *Residential Tenancies and Rooming Accommodation Act 2008* Qld does not apply (because the lessor is living onsite with less than 4 rooms rented or available for rent)
  - A Bond does not have to be taken but if it is it must be lodged with the Residential Tenancies Authority (RTA) within 10 days of receipt (**\$ 116**)
  - If a resident is paying less than \$500 a week, the maximum bond that can be charged is 4 times the weekly rent. If a resident is paying more than \$500 a week in rent, there is no limit to the bond that can be taken
  - If a Bond is taken a Condition Report (Form R1) must be completed

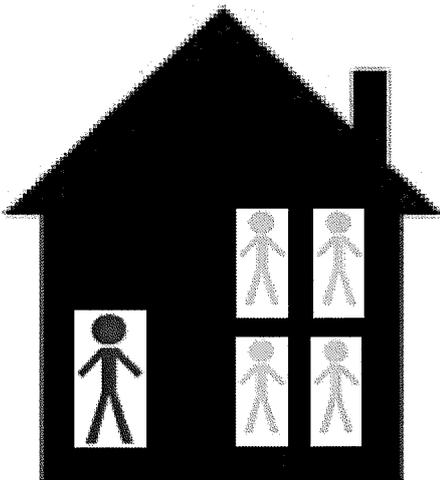


### Scenario 3: Provider Living Onsite + 3 x Rooms Available for Rent/Rented

#### Requirements:

- The *Residential Tenancies and Rooming Accommodation Act 2008* Qld does not apply (because the lessor is living onsite with less than 4 rooms rented or available for rent)
- A Bond does not have to be taken but if it is it must be lodged with the Residential Tenancies Authority (RTA) within 10 days of receipt (**\$ 116**)
- If a resident is paying less than \$500 a week, the maximum bond that can be charged is 4 times the weekly rent. If a resident is paying more than \$500 a week in rent, there is no limit to the bond that can be taken
- If a Bond is taken a Condition Report (Form R1) must be completed





#### **Scenario 4: Provider Living Onsite + 4 or More Rooms Available for Rent/Rented**

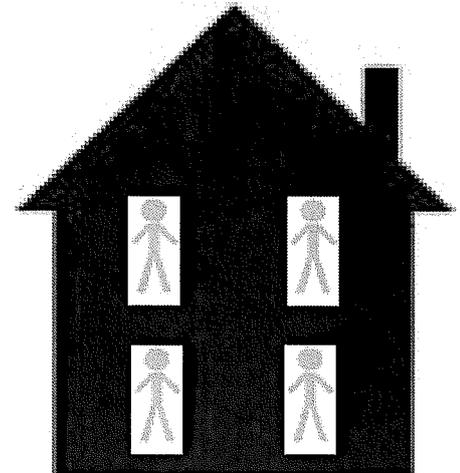
##### **Requirements**

- The rooming accommodation provisions of the *Residential Tenancies and Rooming Accommodation Act 2008 Qld DO* apply if the lessor is living on site and 4 or more rooms are rented or available for rent

#### **Scenario 5: Provider Living Off-Site with Entire House Let**

##### **Requirements**

- The rooming accommodation provisions of the *Residential Tenancies and Rooming Accommodation Act 2008 Qld DO* apply if the lessor is living off-site and 4 or more rooms are rented.
- Residential services providing student accommodation to four or more tenants are excluded from complying with the registration and accreditation requirements, including complying with the mandatory building requirements related to amenity in the *Queensland Development Code, MP 5.7 Residential Services Building Standard* (See Appendix A)



## Scenarios Regulated By The Building Code Australia 2008 – Class 1B

### Scenario 6: 6 or More Residents in a House Built Prior to 1992

**Built Pre-1992**



- No more than 5 unrelated students may live in a shared house that is not a registered boarding house.
- At present, Brisbane City Council cannot enter a property it suspects of housing more than 5 unrelated persons without the presence of officers from the Queensland Fire and Rescue Service. Officers from the Queensland Fire and Rescue Service have the power to enter premises if there are fire safety concerns. This is the subject to an amendment (not yet in force) in the form of the *Local Government and Other Legislation Amendment Bill 2012*.

#### Requirements:

- Under the *Building Act 1975 Qld*, the accommodation must meet fire safety requirements for Budget Accommodation Buildings
- Fire Safety in Budget Accommodation Buildings is regulated by the *Queensland Development Code 2008 Part 2.1* (See Appendix D) and must include the following:
  - An Early Warning System
  - Emergency Lighting
  - Occupational Density Requirements
  - Travel Distance Requirements
  - Emergency Escape
  - Protection of Exit Paths
  - Exit Signage
  - Portable Fire Extinguishers
  - Fire Hose Reels
  - Fire Fighting Water Supply
  - Smoke Hazard Management
  - Maintenance of Fire Safety Systems
  - For buildings less than 4 storeys in height, the buildings must comply with Australian Standard AS 2118.5-1995 Automatic Fire Sprinkler Systems – Domestic
  - For Buildings of 4 or more storeys in height, the buildings must comply with Australian Standard AS 2118.4-1999 Automatic Fire Sprinkler Systems – Residential

Scenario 7: 6 or More Students in House Built Post 1992



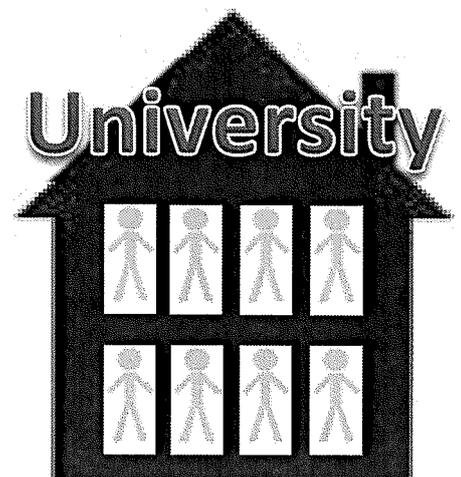
Requirements:

- Under the *Building Act 1975* Qld, the accommodation must meet fire safety requirements for Budget Accommodation Buildings
  - Fire Safety in Budget Accommodation Buildings is regulated by *Building Code Australia 2008* and must include the following:
    - An Early Warning System
    - Emergency Lighting
    - Occupational Density Requirements
    - Travel Distance Requirements
      - Emergency Escape
      - Protection of Exit Paths
      - Exit Signage
      - Portable Fire Extinguishers
      - Fire Hose Reels
      - Fire Fighting Water Supply
      - Smoke Hazard Management
      - Maintenance of fire Safety Systems
      - For buildings less than 4 storeys in height – buildings must comply with Australian Standard AS 2118.5-1995 Automatic Fire Sprinkler Systems – Domestic
      - For Buildings of 4 or more storeys in height – buildings must comply with Australian Standard AS 2118.4-1999 Automatic Fire Sprinkler Systems – Residential

Scenario 8: On-Campus Student Accommodation

Requirements:

- The *Residential Tenancies and Rooming Accommodation Act 2008* Qld DOES NOT Apply
- If a rental bond is paid, provisions about rental bonds do apply and all bond monies must be lodged with the RTA within 10 days of receipt



### 3.4 FEES

#### **Brisbane City Council Development Assessment Fees**

The most common type of Development Application pertaining to rooming accommodation is a material change of use (e.g. converting a single unit dwelling to a multi-unit dwelling; converting a Class 1A residential service to a Class 1B residential service)

- **Small Non-Domestic Development** : This includes a multi-unit dwelling not containing separate dwelling units (e.g. rooming accommodation)
  - Type B – multi-unit dwelling made up of two to nine dwelling units

Code Assessable Compliance Assessment = **\$5205**

Impact Assessable = **\$7690**

#### ***Residential Services (Accreditation) Regulation 2002 Qld***

- Application for Registration as a Residential Service = **\$261.20**

The application fee for registration as residential service is not significant. Were the student exemption be removed, this fee would present few financial difficulties for most landlords.

- Application for Accreditation of Residential Service – for each person who is a resident in the residential service when the application is made = **\$26.10**

#### ***Building Fire Safety Regulation 2008 Qld***

- Request for a fire safety report = **\$124.50**
- General inspection fee—for each hour, or part of an hour, of the inspection = **495.25**

## **4. EXECUTIVE COMMITTEE CONSULTATIVE PROCESS**

### **4.1 Executive Committee Meeting Monday 3 September 2012**

Mark Stewart acknowledged the work that Brisbane City Council had completed to date in reducing the number of residents living in one house. Mark also acknowledged that the main reason animating the formation of the committee was the concern about rental accommodation attracting break-ins because of student occupiers and dysfunctional household behaviours.

The Committee heard that statistics on international student numbers indicated a decrease in enrolments over the last four years.<sup>5</sup> The Committee therefore had to be mindful that any recommendations it pursued would not have the effect of further accelerating a decline in international student numbers given the contribution that the education export industry makes to the Australian economy.

Mark Stewart outlined the implications of the statistics collated from a newsletter that was circulated throughout the Sunnybank Electorate late 2012. The result was that only 7% of respondents expressed concern regarding student accommodation.

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<sup>5</sup> This was the case at the time of the first Executive Committee meeting. However, current figures now suggest a 3% increase nationally in international student numbers.

## **4.2 Executive Committee Meeting Wednesday 3 October 2012**

Mark Stewart stated that he had received feedback that the formation of the Executive Committee was stacked. Mark advised that this was not true and that the selection of Committee members was done fairly in an effort to maximise on people's different skills and strengths and to provide fair representation of the community.

Samantha Hillbig, Homestay Co-ordinator at Griffith University, advised that Griffith University has 391 positions for catered rooming accommodation at \$312 per week. Homestay accommodation was costed at \$240 per week but not all students wanted to live in catered accommodation and they were often seeking the cheapest possible accommodation depending on their individual budgets. Griffith University conducted a survey on behalf of the Chinese Student Community with the results providing confirmation that students prefer to live alone without landlords onsite.

The University of Queensland has 2600 positions available for rooming accommodation whilst the Queensland University of Technology does not have any rooming accommodation facilities. TAFE and Private Colleges also have students but do not provide any rooming accommodation.

Griffith University no longer allows landlords to advertise their rooming houses on the University website. This facility was removed due to the large number of inappropriate tenancies being advertised. There is not a regulated advertising website for student accommodation at present.

### **4.2.1 Recommendations**

#### **Recommendation 1**

This committee recommends that universities assume a greater responsibility to educate international students on their rights and responsibilities as residents using innovative teaching methods.

#### **Recommendation 2**

This committee recommends that the Brisbane City Council maintain and enforce the existing law of 5 unrelated people per dwelling and apply this law to all properties regardless of the number of occupants prior to the 2009 Amendment to the *City Plan 2000*.

### **4.3 Executive Committee Meeting Wednesday 7 November 2012**

Subject Matter Experts:

- i. Damien Haber, The Pad Property Group
- ii. Gemma Donaghey and Penny Carr, The Tenants Union

#### **4.3.1 Presentation By Damien Haber, The Pad Property Group**

Providers of appropriate accommodation for students must have documented procedures for monitoring arrangements. Accredited homestay organisations have guidelines for contracts between carers and students. Providers must have a documented accredited critical incident policy together with procedures that cover the action to be taken in the event of a critical incident including:

- The required follow-up to the incident
- The recording of the incident; and
- The action taken

Nationally, student numbers are set to rise again. On 22 September 2011, the Australian Government announced revised visa rules including improved processing, reduced financial requirements and a post study visa programme. This was effective in July 2012.

In Brisbane, there are approximately 150,000 foreign students but less than 6000 professionally managed rooms. Demand for student beds is outstripping supply across Australia by 10-15 beds demand for every 1 bed in supply. Affordability, location, amenity and safety are key requirements. It is Damien Haber's belief that industry is moving towards an Accommodation Accreditation Rating Scheme (AARS) and formal housing policy as a 'best practice code' for industry and planning reform respectively to promote adequate supply that meets minimum standards.

The Pad controls the number of students in each house by communicating its system clearly upfront. The Pad has managers who are responsible for checking and maintaining the accreditation standards and the Pad has controls in place to ensure that this occurs. The Pad does not actively limit the number of managed properties in a street in order to prevent interference with successful Neighbourhood Watch programs. Demand is going into this particular catchment in

Sunnybank because many students organise their accommodation overseas but when they arrive they find they are a long way from university. Typically, students come to the attention of The Pad in the following way: students are treated poorly by the landlord and then contact The Pad wanting to move into one of their properties.

#### **4.3.2 Presentation By Gemma Donaghey and Penny Carr, The Tenants Union**

The Tenants Union is a state-wide organisation which provides information to tenants about their rights and responsibilities. The Tenants Union are heavily involved in student accommodation, renting, multiple occupancy housing and consumer protection in general.

The *Residential Services (Accreditation) Act 2002* Qld requires boarding houses to be registered with the Department of Housing, which is responsible for awarding accreditation.

In order to gain accreditation for a level 1, 2, or 3 residential service an application for registration must be made. This includes a fee and a building and fire safety certification.

When making a level 1 accreditation decision for a residential service, the Chief Executive must have regard to the following matters:

- (a) The extent to which the service provider recognises and observes the rights of each resident
- (b) The standard of the registered premises and facilities in the registered premises
- (c) The way the service is managed or otherwise conducted by staff of the service
- (d) A matter, relevant to a consideration of a matter mentioned in paragraphs (a) to (c), provided for under a regulation

Before applying for accreditation of a residential service at a particular level, the service provider must:

- (a) Obtain from the Chief Executive the self-assessment material relevant to accreditation at that level; and
- (b) Start providing the accommodation, food service or personal care service to which the accreditation relates (the accreditation service)

The service provider may provide the accreditation service, without having applied for accreditation, until the due day for making the application.

In the representatives' opinion, legislation could be changed to make registration of student accommodation services mandatory as landlords who are doing the right thing and compliant would want to be registered and accredited.

However, before this change to the accreditation system could occur, a corresponding change in the State's enforcement regime would need to be introduced. Currently, the State does not have any enforcement officers to carry out inspections or monitor compliance. The Brisbane City Council does have regional compliance officers who could possibly assist the State to enforce registration and accreditation.

#### **4.3.3 Recommendations**

##### **Recommendation 3**

This committee recommends that rules of accreditation be simplified and be made readily available to providers so that they can accredit their properties correctly. This could include distributing a simplified account of the rules with Brisbane City Council rates notices.

##### **Recommendation 4**

This committee recommends that the *Residential Tenancies (Accreditation) Act 2002 Qld* be made consistent with the Brisbane City Council *City Plan* by requiring 5 unrelated persons to constitute a residential service.

#### **4.4 Executive Committee Meeting Wednesday 28 November 2012**

Subject Matter Expert:

- i. Mike Thomas, Suncorp Group

Mike Thomas was invited to talk to the Social and Accommodation Consultative Committee. The topic under discussion was home evaluation and the calculation of Home Insurance premiums in the context student accommodation.

Mike Thomas noted that Suncorp Group was one of the largest insurance firms in Queensland. Suncorp Group currently owns AAMI and AMP General Insurance and has joint ventures with RACQ, the Promina group, and GIO.

Mike Thomas advised that Suncorp Group's competitors generally calculate Home Insurance premiums based on postcode. However, Suncorp Group has a custom program that calculates Home Insurance premiums by reference to 36 perils which include fire, flood, crime, size of house, number of occupants, replacement cost, commercial activity and extreme weather conditions.

Many of the perils are based on specific information given at the time of the quote. Some of the information pertains to the street that a person lives on and, in some cases, the side of the street upon which they reside. However, perils such as crime are based on statistics provided by the Queensland Police Service, which is currently sourced by postcode only. All of the perils have specific weighting that are reflected in the calculation of the premium. Ordinarily, crime statistics affect only 12% of the Home Insurance premium.

Under the standard policy, commercial activity – that is, receiving remuneration (including rent) from any outlet – is not factored into account and Suncorp Group does not currently have any wording in the standard questions that seeks to determine whether or not a house will be used as a multi-unit dwelling (See Definitions 2.2).

Houses with renovations not approved by the BSA or that do not meet current industry standards or best practice are treated case-by-case with common sense determining the merits of each claim. If negligence during the building or renovation was the cause and the customer was found to have deliberately misled the insurer, the insurer can refuse the claim under standard terms and conditions. The customer would then be left to appeal this decision.

Mike Thomas advised that any person with insurance ought to familiarise themselves with the terms and conditions of their policy as well as with the product disclosure statement.

From this discussion, the Executive Committee understood Home Insurance in the Sunnybank electorate to be very similar to other areas and that insurance premiums had some, but minimal, impact from rooming accommodation.

## **4.5 Executive Committee Meeting Wednesday 5 December 2012**

Subject Matter Experts:

- i. Safety Assessment Officer Fred Koolstra, Department of Community Safety
- ii. Senior Sergeant Elaine Burns, Queensland Police Service

### **4.5.1 Presentation By Fred Koolstra, Department of Community Safety**

A committee to decide on appropriate fire safety for Budget Accommodation Buildings (See Definitions 2.2) was formed after the Childers Backpackers Fire in 2000. The Queensland Fire and Rescue Service (QFRS) adheres to the *Queensland Development Code* for fire safety in Budget Accommodation Buildings constructed prior to 1992 and the *Building Code of Australia 2008* for Budget Accommodation Buildings constructed after 1992.

From 1 July 2007, it has been mandatory for all dwellings to have a hardwired smoke alarm installed. If there are six or more unrelated persons occupying a dwelling it may be classified as a Budget Accommodation Building and joint inspections will be carried out by the QFRS and local government officers. These dwellings must be registered and inspected for fire safety compliance.

The QFRS in conjunction with local government has conducted a blitz on Budget Accommodation Buildings in recent years. Stage 1 had 478 properties listed in Brisbane City Council area alone as at July 2003 which complied with fire safety requirements.

Stage 2 involved a second inspection of all existing and suspected Budget Accommodation Buildings by local government and QFRS with any additional fire safety modifications to be completed by 1 July 2005.

The primary legislation used by QFRS in assessing compliance is the *Building Act 1975* Qld. The Department of Community Safety, specifically QFRS Brisbane Region, inspect properties in Moreton Bay Regional Council, Redlands Shire Council and the Brisbane City Council. However, similar inspections are carried out throughout

Queensland. Interpreter facilities are also offered by the Department of Community Safety.

If a complaint is registered and entry is refused to the QFRS, the Department of Community Safety requests the Queensland Police Service to assist with gaining entry under the *Fire and Rescue Service Act 1990* Qld. Infringement notices can be issued which can ultimately lead to the prosecution of offenders.

#### **4.5.2 Student Liaison Report on Student Accommodation in Brisbane**

The report aimed to collate students' perspectives on the quality of accommodation in Brisbane. 253 students from the Queensland University of Technology were surveyed on the topics of maintenance, car parks and clothes drying facilities. The report found that many international students felt taken advantage of by landlords as well as by Real Estate Agents. Many students also felt disempowered due to their inexperience with standards of accommodation and local rental rates and because they were required to sign leases for periods longer than their particular courses of study.

Educational services are Australia's third largest individual export item. International education activity contributed \$15.7 billion in export income to the Australian economy in 2011. In Queensland, the income generated from education services for international students was \$2,347 million in 2010-11. This only includes revenue from international students studying onshore on student visas. It does not include revenue from international students studying onshore on non-student visas. For example, some Korean, Taiwanese and Hong Kong students study short-term English programs in Queensland and are on tourist visas or working holiday visas.

However, despite the international education industry contributing \$15.7 billion to the Australian economy in 2011, this was a 12.4 per cent decrease from the earnings recorded in the calendar year 2010 and down 5.4 per cent on the financial year 2010-11.

In addition, there are too many students for the number of beds available. This has had detrimental effects on neighbourhoods and residents due to attendant problems of overcrowding and poorly maintained residences.

**Salient Findings:**

Over half (54%) of students surveyed used the internet to find their accommodation.
25% of students sourced accommodation with the assistance of the Queensland University of Technology.
14% sourced their accommodation with the help of friends.
The remaining 7% of students had their accommodation arranged by the education institution in their home country.
The choice of suburb was influenced by 4 locational factors: proximity to educational institution; price; proximity to vibrant social hubs (e.g. shops, cafes, nightlife); and friends.
The average amount students paid for rent was \$206 per week. This included electricity for 85% of respondents and included internet and water for 79% of respondents. For a further 8.7% (22 respondents), this also included food.
The majority of students lived in properties with maintained gardens. However, nearly a quarter (23%) of properties had no maintenance.
Clothes drying facilities were provided on the majority of properties either in the yard or inside. However, 33 properties (13%) provided clothes drying facilities on the balcony and 24 properties (9.5%) provided no facilities for students to dry washing.
The majority of respondents were international students studying courses with a duration of one year or less. Therefore, most students lived in households without cars, In the students' opinions, 85% of properties had enough car parks, though these often included 'the garden'.

**4.5.3 Recommendations**

**Recommendation 5**

This committee recommends that the Queensland Police Service consider a community education awareness campaign to inform residents of their responsibilities in relation to stolen and abandoned cars.

## 4.6 Executive Committee Meeting Wednesday 6 February 2013

### Subject Matter Experts:

- i. David Breen, Residential Tenancies Authority
- ii. Fergus Smith, Residential Tenancies Authority

### **Presentation by Representatives of the Residential Tenancies Authority, David Breen and Fergus Smith**

Fergus Smith advised that the Residential Tenancies Authority (RTA) is a statutory authority that operates under the jurisdiction of the Minister for Housing and Public Works. It is empowered to administer the *Residential Services (Accreditation) Act 2002* Qld. This Act is currently under review.

The RTA's main job is to ensure service delivery. It operates a call centre that fields up to 600 calls each year and acts as a neutral third party in disputes between landlords and tenants. The RTA holds up to 450,000 bonds with a value of approximately \$700 million. It also oversees a dispute resolution process, which consists of a free telephone conferencing service enabling discussion between all stakeholders.

The RTA handles up to 23,000 disputes each year with referrals made to the Queensland Civil and Administrative Tribunal.

The RTA handles complaints regarding non-adherence to the *Residential Tenancies and Rooming Accommodation Act 2008* Qld. Landlords who do not lodge bonds with the RTA as per the prescribed process can be prosecuted for breach of tenancy law. Repeat offenders are most rigorously investigated and disciplined. On current estimates, 80% of room boarding houses are comprised of students.

If a person wants to take students into their home (with level 1 accreditation) the person must pass building and service standard requirements as set out by the Department of Housing and the *Residential Services (Accreditation) Act 2002* Qld.

The RTA is very proactive. Their representatives attend student expos, work with educational institutions and have links on university websites. People are encouraged to notify the RTA if they know or suspect that an illegal rooming house is being run. The RTA has an investigation

team and the Brisbane City Council can also investigate if there are more than 5 unrelated people living in one house.

The RTA consistently monitors known problem landlords. It is current practice for the RTA to cross-reference their data regarding the number of rentals with the census, although some deviation is to be expected given the high number of bonds that are not lodged with the RTA. The RTA itself has no mechanism for determining how many landlords are not paying bonds. If a landlord lives on site and has less than 4 rooms rented or available for rent, a bond does not have to be taken but if it is, it must be lodged with the RTA.

All bonds must be lodged within 10 days of payment by the tenant. The penalty for late lodgement is a penalty unit (fine) which is scaled to account for repeat offenders. Bonds are returned to the tenant within 2-3 working days of the tenancy ending. International students are encouraged to leave their Australian accounts open when they leave so the money can be deposited for them.

The maximum number of unrelated people forming a common household in residential accommodation is 5. That is, the test for the Act is more than 5 people (not necessarily students). For example, if one person is a student and 5 people are not, the provider will still be in breach of the law. If the landlord lives onsite with less than 4 rooms rented the *Residential Services (Accreditation) Act 2002* does not apply. If a provider rents rooms to more than the maximum number of unrelated persons (not including students), the service will need to be accredited as a rooming accommodation service.

It is the presenters' belief that if an amendment was passed enforcing registration of all boarding houses it would be of great assistance to the RTA but it has no statistics on unregistered boarding houses and would therefore be unable to identify unregistered boarding houses in order to achieve compliance.

#### **4.6.1 Recommendations**

##### **Recommendation 6**

This committee recommends that the student exemption under the *Residential Tenancies (Accreditation) Act 2002* Qld be removed to allow the Queensland Development Code, MP 5.7 Residential Services Building Standard to apply by default.

##### **Recommendation 7**

This committee recommends that any bond, key deposit, or fee that does not form part of the resident's rent which is taken by a provider must be lodged with the RTA regardless of whether or not the landlord lives onsite.

## 4.7 Executive Committee Meeting Wednesday 13 March 2013

Subject Matter Expert:

- i. Ian Jennings, General Manager of the Building Services Authority (BSA)

### **Presentation by Ian Jennings, General Manager of the BSA**

The BSA regulates the building industry through the licensing of builders, contractors and certifiers. It has jurisdiction firstly to hold compliant a builder or certifier and secondly to require rectification of defective buildings through its Home Warranty Scheme.

The building certifier is responsible for approvals of dwellings at various stages of construction and it is the BSA that investigates complaints against certifiers or builders and that is responsible for an annual audit of the conduct of certifiers.

Two years ago, the BSA in conjunction with the Brisbane City Council and the Queensland Fire and Rescue Service conducted a blitz operation on approvals for all new building works within the Sunnybank and Greenslopes area. The inspections were triggered by public complaints. 200 building sites – largely in target areas around universities – were inspected and problems were identified with 5 sites in terms of regulatory non-compliance. These were referred to the Department of Community Safety.

The BSA only has jurisdiction and right of entry powers at the 'construction' stage. Once building work is completed, it has limited jurisdiction to conduct inspections. The BSA determines whether a dwelling is a building site by reference to whether there are tools, materials or tradesmen onsite. The Queensland Fire and Rescue Service has far greater powers of inspection if it suspects that issues of fire safety are involved.

This is very limiting for the BSA who must physically go out and determine whether building work is being done. Many of the alterations that are of concern to the Executive Committee occur 6 months later and can only possibly be detected through the BSA's annual audit. Even then, the BSA generally has no knowledge that the additions are being carried out and cannot enter if the works are not visible. It can

investigate if a complaint is lodged and therefore relies heavily on whistle-blowers.

A builder's sign is meant to be displayed whenever building work is being undertaken. In practice, this means the BSA can only monitor legitimate building work that is being completed because only then is a sign displayed.

Building work under \$3300 does not have to be registered and a building licence and insurance premium is only required for work over the value of \$3300. In Ian Jennings' opinion, adding a dividing wall with a door could be completed under the \$3300 threshold. This work would then be unregulated. However, adding a room is insurable work and the owner is meant to pay insurance on it.

What constitutes a building project is not determined by the period of time. It is theoretically possible that a homeowner could split a project (into individual parts each below the \$3300 threshold) in order to avoid the need for a licence and insurance. However, the BSA rarely sees situations where a project is split-up in this way.

It does not matter whether the builder is completing the work gratuitously or is demanding less than the market value of the work. The BSA estimates cost be reference to the labour, materials and going market rates.

To assist with accountability and responsibility, a tripartite agreement (between the builder, the owner and the certifier) would be necessary. In this way, the certifier would have an obligation to the owner and the builder. In the current system, the private certifier is generally engaged by the builder and it is in the certifier's own financial interests to give the necessary approvals when requested.

The BSA exists primarily to protect the owner from defective building work. Once the owner is involved in asking the builder to make illegal modifications, the BSA cannot rely on its normal compliance mechanism, namely the homeowner who is aggrieved about the standard of work completed.

Two or three certifiers have been disciplined by the BSA for Professional Misconduct. This entails a financial penalty or a forfeiture of the certifier's licence. The same number of certifiers has also been disciplined for misconduct.

Certifiers do add value in the planning stage. They rely on engineers for Form 16, which is the footing and slab stage. During the course of a

building there are 4 mandatory inspections and a final inspection. The certifier collects all the forms and does the final approval. The Brisbane City Council does not certify completed plans and only holds the paper work. There is a problem with certifiers being engaged by builders (especially large property developers) as their loyalties generally align with the builder and not with the homeowner.

There are 400 registered certifiers and only 200 of them are active. Last year, there were 150,000 jobs completed. It is physically impossible for the certifiers to approve all these works at the mandatory stages. Parliamentary experts are currently reviewing the system of private certification. An overhaul of the current demerit system may add value to the certifier service.

The BSA can further the objectives of the Executive Committee by conducting a licensing audit every 6 months. If the community advises which areas to target, the BSA is willing to oblige with an audit. The BSA will work with the Queensland Fire and Rescue Service and the Brisbane City Council and conduct a blitz on target areas.

It is legal for garages to be closed-off if it is approved with a building plan. This is one of the problems with the current building codes. In order to get approval for these types of work an owner can ask for a special assessment. In this way, a certifier can pass a house as habitable using his or her discretion. This is usually done on the understanding that the garage will be used as a storage area. However, sometimes loopholes can be found such as a certifier approving a room (in his or her discretion) as liveable even if the height of the room is not compliant with the building code – which is 2.4 metres under National Construction Code (NCC) – because the inhabitants of the room will be less than average height. The present system of private certifiers making a discretionary finding in favour of the property owner after the payment of an additional sum of money is clearly open to abuse.

If the builder does not comply with the *Building Act 1975*, the BSA serves a notice, which gives the builder 21 days to respond or else his licence is removed. The Brisbane City Council also has the power to have the offending building demolished or to issue a show cause notice. If the builder does not have a licence there is nothing the BSA can do.

If a resident has poor quality work done on his or her home the BSA can send the contractor back to rectify it. There are ramifications for the builder for non-compliance. The builder bears the loss of two demerit points and a fine is issued. If a builder accrues 30 demerit points, he or she will lose their licence.

#### **4.7.1 Recommendations**

##### **Recommendation 8**

This committee recommends that a review of the system of private certifiers be undertaken and a penalty system/demerit system for private certifiers be introduced along with a stringent system audit of the conduct of private certifiers by a responsibility government entity.

##### **Recommendation 9**

This committee recommends that the State Government consider the existing powers of the BSA and determine whether these are adequate to allow for the regulation and enforcement of the BCA including the power to audit relationships in the building sector.

## **4.8 Executive Committee Meeting Wednesday 24 April 2013**

Subject Matter Experts:

- i. Councillor Andrew Wines, Deputy Chair
- ii. Mr Glen Davidson, Principal Officer, Build Environment, Compliance and Regulatory Services

### **Presentation by Councillor Andrew Wines and Mr Glen Davidson**

Since the 2008/9 amendment to the *City Plan*, only a maximum of 5 unrelated persons can form a single household. Previously, the maximum number of unrelated persons constituting a single household had been 6.

The *Health Safety and Amenity Local Law 2009* empowers Brisbane City Council officers to enforce an acceptable standard of community appearance and amenity. The test for acceptability is determined subjectively (i.e. it is not an absolute standard) and differs from area to area. For example, an eyesore property on an otherwise well-maintained street would be in breach of acceptable standards whilst the same property in a poorly maintained neighbourhood would not necessarily be in breach.

The *Health Safety and Amenity Law 2009* does present impediments to the ability of Council to react to complaints. A notice must be served on an occupant giving them 30 days to rectify a breach. If the notice period expires and there has not been a follow-up complaint within that 30 days, the process resets. That is, if there is a second complaint relating to the same issue that is received after the expiration of the notice period, a new notice must be served on the occupant giving an additional 30 days to rectify the breach.

Council does not have authority to carry out inspections of premises without the consent of the occupier. With regards to rooming accommodation, consent of the occupier only gives a right to inspect that particular room. However, Brisbane City Council has a memorandum of understanding with QFRS – which has greater powers of entry.

### **Students v Apprentices:**

Apprentices are covered under the *Residential Services (Accreditation) Act 2002* Qld and the properties in which apprentices reside are inspected for compliance under this Act. Students are exempted (See Student Exemption, Definitions 2.2).

Brisbane City Council operates a call centre where all calls get logged and complainants are given a reference number. Complaints can be registered

anonymously and these will still be investigated based on their respective merits. The Council is very protective of how an issue has been brought to its attention and will withhold details relating to the identity of the complainant. All officers do investigative training (most commonly a Certificate IV in Government Investigations). There is also ongoing training when new laws are introduced.

There are 8 build compliant officers across the division as well as 2 dedicated officers who work with the Queensland Fire and Rescue Service (QFRS). Compliance officers are responsible for conducting inspections and as well as for overall enforcement. There are restrictions on powers, especially in relation to powers of entry. BCC officers require the consent of the occupier to enter. The occupier does not need to give consent but if they do give consent any evidence discovered as a result of the inspection can be used as evidence in court.

The Building Compliant division is generally reactive. It relies on the eyes and ears of the public – including Neighbourhood Watch Groups. However, Council officers are proactive when a repeat offender has been identified by checking all the properties the offender holds for compliance. The timeliness of the response depends on the nature of the complaint and the risk involved. If it is an issue of fire safety there will be a response within the day through QFRS. The BCC has only been refused entry twice this year. On the two times Council officers were rejected the matter was pursued through the QFRS and the Queensland Police Service (QPS). On both occasions, there was issue that Council took action against. However, it is not true to conclude that occupiers who give consent to Council officers are compliant. Many are unaware that they are in breach of local laws.

Some issues such as overcrowding clearly give rise to fire safety concerns. However, even if the issue is not related to fire safety, the Memorandum of Understanding with QFRS stills allows the Council officer and the QFRS officer to go out and inspect the offending property. Alternatively, BCC could get a warrant from a magistrate to undertake the inspection. However, this would be rare as BCC would need reasonable grounds for going into someone's house without their consent.

The use of the premises will determine what building regulations apply and hence whether or not a building is compliant.

This is complicated by the fact that different laws use a different frame of reference.

- The *Residential Services (Accreditation) Act 2002* Qld requires **4 residents** in order to constitute a residential service. However, student accommodation is exempt under this Act
- The *City Plan 2000* allows **5 unrelated persons** to constitute a household group
- The *Building Act 1975* defines budget accommodation as being a share-house for **6 or more unrelated persons**

It also requires compliance officers to assess whether the premises are level 1a or 1b complaint.

How the premises are used will also determine the standard of fire safety required. Since 2007, it has been mandatory for all dwellings to have hard-wired smoke alarms. Budget Accommodation Buildings have additional fire safety requirements including emergency lighting, fire safety management plans, and occupational density requirements.

If premises are used for student accommodation instead of a home, Council can issue an enforcement notice to the property owner. The notice details the requirements for the property owner to engage a private building certifier to obtain approval to change the building classification to a class 1b. The owner must also obtain certification for a class 1b. In the opinion of Mr Glen Davidson, a consistent government response and standardised definitions could remove some of this complexity.

The restriction to 5 unrelated persons applies equally to a single tenancy as it does to rooming accommodation agreements. Having 6 or more students under a single tenancy would be in breach of the requirement that only 5 unrelated persons can constitute a single household. Without development approval through Council, landlords are restricted to 5 unrelated persons even if it is a multi-room house (e.g. a 10 bedroom house can only legally accommodate 5 unrelated persons in the absence of development approval. A development application would need to be lodged to categorise the house as a multi-unit dwelling).

A landlord who has two kids and rents rooms to 3 students may or may not be in breach of local laws. It depends on how the occupants interact with each other. To be a single household, the occupants must interact as a common unit. There is no strict definition as to what level of interaction is required. Some indicators of a common household include whether the occupants are living collectively, dividing bills and living expenses, sharing cleaning responsibilities and sharing kitchen and bathroom facilities.

How the premises are used will determine whether there are 1 or more households. Definitions of a common household are designed to be flexible so they can adapt to community expectations. For example, laws relating to Granny Flats were originally restricted to Seniors. These have since opened up to provide for members of the same household.

It is unclear how '5 unrelated persons' is to be interpreted. It could mean a family of 3 and 2 unrelated persons or a family of 3 and 5 unrelated persons. This is yet to be tested and is open to interpretation. What is clear is that local laws do not govern how many related people may live in a house – irrespective of size. However, QFRS does have some powers in relation to this area if issues of fire safety are involved.

Since 2009 and the introduction of the *Health Safety and Amenity Local Law 2009* the BCC has not found exploitation on the same scale nor the same number of complaints as in the period before its introduction. There have been 210 complaints in the last 12 months (relating to 210 separate properties). This is less than half of what was dealt with in a similar 12 month period prior to 2009. Of these 210 complains, 24 resulted in referral for unlawful building work. The data collected does not make it possible to identify what aspect of the building work was unlawful. However the most common were inhabitable living areas and common areas being converted into two bedrooms.

The BCC assesses road widths in new developments where community safety is at risk due to narrow streets that are overcrowded with parked cars. There is a street hierarchy. Generally local access roads (not exceeding 150m in length) are 5.5ms wide. This is to discourage speeding.

Each dwelling must be fully contained on a lot and this includes car accommodation. Car accommodation for each dwelling must be provided for a minimum of 2 cars, one of which is a visitor space. There is a set ratio between the number of rooms/dwelling size and off-street car parking spaces. Car accommodation MAY be roofed but does not necessarily require a roof in order to be fully contained on a lot. However, it is not illegal for a resident to use a garage for storage or another purpose and to park their car on their lawn.

In regards to converted garages, occupiers must still have some form of housing for vehicles inside their property. The development assessor will determine whether car parking spaces need upgrading and whether there are sufficient off-street car parks before giving approval. As a general rule, the *City Plan 2000* allows for one on-street parking space per off-street parking space per dwelling. For multi-unit dwellings, there must be 9 car parks per 6 units.

However, if you did engage a private certifier to assess your carport, the certifier will only check whether the carport is compliant and not whether there was legal on-street parking. The certifier might also give approval but not go back to do a final inspection unless the owner requests. A lot of dwellings have never had final approvals completed and this is only detected during conveyancing. A private certifier operates without any interaction with Council and derives his or her authority from the BSA. However, the Council does some investigations into the conduct of certifiers. It can also challenge a certifier's approval using the Development Application which must comply with the provisions of the *Sustainable Planning Act 2009* Qld.

Under the *Sustainable Planning Act 2009* Qld (administered through the *City Plan*), compliance officers will assess whether a use of premises is permitted.

#### **Swimming Pools and Lawns:**

The *Health Safety and Amenity Local Law 2009* allows Council officers to take action against premises that are unsightly. Council has the power to force an occupier to mow their lawn or clean their pool or to issue a fine. Alternatively, Council can mow the lawn or clean the pool themselves and bill the occupier. There is no definition of what constitutes long grass – it is a matter of subjective community standards not 'best practice'.

Council's response is proportionate to the severity of the offence. There is a stricter approach for repeat offenders. Council recognizes that rectification notices could be improved. Presently, the notice gives the occupier 2 weeks to rectify a breach even though Council usually only receives a complaint once the situation has already escalated. Council is reviewing ways to improve enforcement.

#### **Washing Machines and Portaloos Outside Backdoors:**

The BCC regulates plumbing works – including illegal kitchens/bathrooms – under its local law. The *Public Health Act 2005* Qld deals with issues relating to portaloos including their management and maintenance.

**Car Bodies:**

Car bodies in yards are not permitted. The definition as to what is a car body is not clear. There is a distinction between a car being repaired on a front lawn and a car body. It must be both reasonable and believable that the car is being repaired. If vermin is a problem the law should be enforced. Council has authority to order a car body be removed or to remove the car body itself and bill the occupier.

**Cars parked all over driveways and in the streets:**

This is illegal as it forces people to walk on roads. The slow response time by Council officers in relation to this issue is a concern.

**Rubbish bins left on the street or not put out on time:**

The *Health, Safety and Amenity Local Law 2009* requires owners to remove their rubbish bins from the footpath or kerb 'as soon as practical' after collection. Bins being left on the footpath long after they have been emptied is both a source of frustration for residents and a safety hazard. When bins are left out on some of Brisbane's narrower footpaths, they can force pedestrians onto the road. Council may investigate bins that are continually left on the footpath or kerb and fines may be issued to offenders.

**4.8.1 Recommendations**

**Recommendation 10**

This committee recommends that the Brisbane City Council Officers continue to liaise with State Government agencies such as the Queensland Police Service and the Queensland Fire and Rescue Service to conduct investigations and, in extreme circumstances, to share intelligence with relevant authorities.

**Recommendation 11**

This committee recommends that the Brisbane City Council should review and tighten the *Health Safety and Amenity Local Law 2009* with a view to improving response times in relation to issues of public safety incorporating history of complaints with provision for on-the-spot fines for repeated breaches.

## **5 APPENDIX**

# APPENDIX A

## MP 5.7 – RESIDENTIAL SERVICES BUILDING STANDARD

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### Index

Purpose .....	3
Commencement .....	3
Application.....	3
Compliance.....	3
Associated Requirements .....	3
Definitions.....	4
Kitchen Facilities .....	6
Laundry Facilities .....	7
Common Areas .....	9
Bedrooms .....	9
Storage Facilities.....	10
Dining Room.....	10
Sanitary Facilities .....	11
Vermin Control .....	12
Ventilation.....	13
Early Warning System.....	14
Emergency Lighting.....	15
Emergency Telephone Access.....	15

### Foreword

The *Residential Services (Accreditation) Act 2002* requires residential service providers to register their residential service with the Residential Services Accreditation Branch of the Office of Fair Trading, Department of Justice and Attorney-General.

Registration requirements include demonstrating that the premises in which the residential service is offered complies with the mandatory building requirements contained in this document and that new building work also meets the requirements of the Building Code of Australia.

The building requirements focus on objectives and outcomes. They are presented as performance based requirements. A number of acceptable solutions are identified and listed for each outcome. Premises may need to use some or all solutions depending on the nature of the premises and business. Alternatively, you may be able to meet an outcome using a solution or method not listed in this standard. This allows for service providers to put forward alternative solutions to meeting the requirements thus supporting innovation and flexibility.

Before implementing alternatives, seek advice from local government. Local government officers will assess if a premises meets the acceptable solution given or if alternative solutions proposed are sufficient to meet the performance criteria.

### Purpose

To ensure premises being used for *residential services accommodation* provide suitable standards of health, safety and amenity for *residents*.

### Commencement

This version of MP 5.7 commences on 1 January 2008 and replaces Part 20 published on 23 August 2002.

### Application

This standard applies to all premises at which *residential services* are provided. *Residential services* are defined in section 4 of the *Residential Services (Accreditation) Act 2002*. The requirements do not apply to premises at which exempted services are provided. Exemptions can be found in section 4(5) of the *Residential Services (Accreditation) Act 2002*. Premises may also be required to comply with the Building Code of Australia.

### Compliance

Premises in which a residential service is provided will comply with the requirements if they satisfy the performance criteria. Compliance with the performance criteria can only be achieved by –

- (a) Complying with the acceptable solutions; or
- (b) Formulating an alternative solution which complies with the performance criteria or is shown to be at least equivalent to the acceptable solutions; or
- (c) A combination of (a) and (b).

Where an alternative solution is utilised, the building compliance notice issued by local government should highlight the solution and how this demonstrates that the relevant performance criterion is met.

### Associated Requirements

Compliance with this standard may not be the only requirement for premises in which a residential service is provided. **Other legislation including State Acts and Local Government planning schemes may impose additional requirements.** Designers, builders and owners should satisfy themselves that they will achieve compliance with all legislative requirements including:

- *Residential Services (Accreditation) Act 2002*.
- *Residential Services (Accommodation) Act 2002*.
- *Building Act 1975* incorporating the Building Code of Australia.

- *Food Act 1981 & ANZFA National Food Safety Standards 3.1.1; 3.2.2 and 3.2.3.*
- *Fire and Rescue Authority Act 1990, Section 104E.*
- *Plumbing and Drainage Act 2002, Standard Plumbing and Drainage Regulation 2003 and Clause 1.6.2 of AS/NZ 3500.4.2 – 1997 – National Plumbing and Drainage Code – Hot Water Supply Systems – Acceptable Solutions.*
- *Health Regulation 1996, Part 17 – Vermin Proofing.*
- *Environmental Protection (Waste Management) Regulation 2000.*
- *National Code of Practice for the Storage and Handling of Dangerous Goods. Website: <http://www.home.pacific.net.au/~chem/index.htm>.*
- *Integrated Planning Act 1997.*

### Definitions

Note: - italicised words within the body of the text are defined.

**ANZFA** - Australian and New Zealand Food Authority.

**Bedroom** - a room used for sleeping accommodation only.

**Building compliance notice** - defined in schedule 2 of *the Residential Services (Accreditation) Act 2002*.

**Common areas** - areas such as lounge rooms, recreation rooms, verandahs, and covered outdoor relaxation areas.

**Dining room** - where meals are eaten at a table or a designated area used for dining.

**Exit** - means any, or any combination of the following if they provide egress to a road or *open space*:

- (i) An internal or external stairway.
- (ii) A ramp.
- (iii) A fire-isolated passageway.
- (iv) A doorway opening to a road or *open space*.

**Fire Hazard** - means the danger in terms of potential harm and degree of exposure arising from the start and spread of fire and the smoke and gases that are thereby generated.

**Floor area** - area measured within walls of a room or space.

**Food service** - as defined by Schedule 2 of *the Residential Services (Accreditation) Act 2002*.

**Kitchen** - where meals are prepared for or by residents.

**Open space** - means a space on the allotment, or a roof or similar part of a building adequately protected from fire, open to the sky and connected directly with a public road.

**Personal care service** - as defined by Schedule 2 of the *Residential Services (Accreditation) Act 2002*.

**Protective hanging space** – means an enclosed cupboard.

**Property** - the building and external common areas.

**Resident** - as defined by section 5 of the *Residential Services (Accreditation) Act 2002*.

**Residential service** - as defined by section 4 of the *Residential Services (Accreditation) Act 2002*.

**Residential service accommodation buildings** - are premises or complexes, including parts of premises or complexes, where a residential service is provided.

**Sanitary facilities** - means toilets, basins, showers, kitchen sinks, laundry tubs, and the like.

**Storage facilities** - storage of cleaning equipment and cleaning agents.

**Travel distance** - means the distance between a *bedroom* or any part of the premises to open space.

**Unencumbered area** - means a clear circulation space with no fixtures or fittings intruding within the space. Loose furniture can be included in the unencumbered areas.

**Window** - includes a roof light, glass panel, glass block or brick, glass louvre, glazed sash, glazed door, or other device which transmits natural light directly from outside a building to the room concerned when in the closed position.

**PERFORMANCE  
CRITERIA**

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**Kitchen Facilities**

**P1**

A kitchen must have-

- (a) adequate food preparation areas; and
- (b) suitable capacity to cater for the number of *residents* expected to prepare meals; and
- (c) *unencumbered area* and safe access to the kitchen at all times; and
- (d) fixtures and finishes which maintain the safety and wholesomeness of food; and
- (e) suitable cooking appliances and refrigerator space sufficient for the number of meals being prepared; and
- (f) suitable cleaning-up facilities for washing and cleaning of utensils; and
- (g) adequate storage facilities to prevent contamination of food and utensils.

**A1**

(a) Where *residents* prepare their own meals, a kitchen-

(i) has a minimum *floor area* of-

- (A) 0.65m<sup>2</sup> per person; or
- (B) where combined with a dining room – 1m<sup>2</sup> per person; and in any case, not less than 16m<sup>2</sup>; and

(ii) has the floor covered with a durable, impervious material finished to a smooth even surface free of cracks and crevices; and

(iii) has walls and ceilings finished with a durable light coloured impervious material, having a smooth even surface free of cracks and crevices; and

(iv) has walls behind each stove and cooking appliance ceramic tiled or lined with a smooth impervious material; and

(v) has food storage facilities and cupboards of 0.06m<sup>3</sup> per *resident* adequate to prevent contamination of food, and cooking or eating utensils, by dirt, dust, flies or the like; and

(vi) has a space of-

(A) for a refrigerator- 50 litres per *resident*; and

(B) for a freezer- 5 litres per *resident* for the storage of perishable goods; and

(vii) has a sink with a drainer

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS
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and reticulated hot and cold water; and  
 (viii) has electric or gas stoves and ovens in accordance with the following-

No of <i>Residents</i>	Ovens	4 burner stoves
1-15	1	1
16-30	1	2
31-45	2	3
46-60	2	4
Over 60	2	4 +
1 for each additional 15 residents (or part thereof) over 60		

(b) Where a *food service* is provided, a *kitchen* complies with the ANZFA National Food Safety Standards 3.1.1; 3.2.2 and 3.2.3.

**Laundry Facilities**

**P2**

Adequate laundry and clothes drying facilities must be provided in a space having a durable and hygienic floor and wall and ceiling finishes to cater for the number of *residents*.

**A2**

(a) Where laundering is done on the premises for *residents* –

(i) a laundry is provided and is equipped with-

(A) one five (5) kg capacity, automatic washing machine to handle incidental loads; and

in addition, one ten (10) kg capacity, automatic washing machine for each 20 residents or part thereof; and

(B) one domestic dryer to match the 5kg washer; and

in addition, one ten (10) kg capacity dryer for each of the ten (10) kg capacity washers;

**PERFORMANCE  
CRITERIA**

**ACCEPTABLE  
SOLUTIONS**

and

(C) one large laundry tub.

(ii) the laundry has-

(A) the floor covered with a durable, impervious material finished to a smooth even surface free of cracks and crevices; and

(B) walls and ceilings finished with a durable light coloured impervious material, having a smooth even surface free of cracks and crevices.

(b) Where *residents* do their own laundry, a laundry is provided and is equipped with-

(i) one seven (7) kg fully automatic washing machine per 15 *residents* or part thereof; and

(ii) one wash trough per 15 *residents* or part thereof; and

(iii) clothes drying facilities comprising –

(A) 7.5m clothes line per *resident*; or

(B) a heat-operated drying cabinet or appliance in the same room as the washing machine; and

(iv) cold water reticulation to each wash trough; and

**PERFORMANCE  
CRITERIA**

**ACCEPTABLE  
SOLUTIONS**

- (v) hot and cold water reticulation to each washing machine provided.

**Common Areas**

**P3**

**A3**

Adequate *common areas* and facilities must be provided for general relaxation and socialisation and may be a mix of indoor and outdoor areas.

- (a) *Common areas* are provided with a *floor area* of at least 0.5m<sup>2</sup> per *resident*; and
- (b) External *common areas* are roofed or covered.

**Bedrooms**

**P4**

**A4**

*Bedrooms* must provide adequate personal space facilities for each *resident*.

- (a) The minimum *unencumbered floor area* for each *bedroom* is-
  - (i) for one person – 7.5m<sup>2</sup>; or
  - (ii) for two people – 11m<sup>2</sup>; or
  - (iii) for three people – 16.5m<sup>2</sup>; or
  - (iv) for more than three people- 16.5m<sup>2</sup> plus an additional 5.5m<sup>2</sup> per additional person; and
- (b) where more than one person sleeps in a room there is a minimum of 900mm provided between beds; and
- (c) each *bedroom* is separately accessible without passing through any other *bedroom*; and
- (d) each *bedroom* is provided with -
  - (i) a general purpose outlet; and
  - (ii) storage for each *resident* with minimum dimensions of 300mm wide and 450mm

**PERFORMANCE  
CRITERIA**

**ACCEPTABLE  
SOLUTIONS**

deep and 900mm high; and

- (e) *protective hanging space* of 0.6m per resident for clothing; and
- (f) bedding is provided for each resident which includes-
  - (i) a bed frame or base; and
  - (ii) a mattress; and
  - (iii) a mattress protector.

**Storage Facilities**

**P5**

Adequate *storage facilities* for cleaning chemicals and equipment are located to ensure –

- (a) there are no impediments to safe movement about the premises; and
- (b) chemicals are stored in a safe manner.

**A5**

*Storage facilities* for cleaning equipment are provided in the kitchen, laundry or an external storage facility.

**Dining Room**

**P6**

Suitable *dining room* facilities must be provided appropriate to the number of residents dining at any one time and the number of meals expected to be prepared.

**A6**

- (a) Where meals are prepared or provided for *residents*, *dining room* facilities include–
  - (i) tables and seating of at least 600mm of table per resident for 50% of the *residents*; and
  - (ii) a *dining room* located-

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(A) close to *kitchen facilities*; and

(B) distinct from lounge facilities.

**Sanitary Facilities**

**P7**

Suitable *sanitary facilities* for personal hygiene must be provided for the *residents*.

**A7**

(a) Where private facilities are not provided, *sanitary facilities* provided for *residents* for each building or group of buildings are-

- (i) a bath or shower for each 10 *residents* or part thereof; and
- (ii) a closet pan and washbasin for each 10 *residents* or part thereof; except that –

(A) if one urinal is provided for each 25 males up to 50 and one additional urinal for each additional 50 males or part thereof, then one closet pan for each 12 males may be provided; and

(B) at least one closet pan is screened from adjacent compartments with a door and partitions extending from the floor to at least 1.8m above the floor; and

(b) Hot and cold water is provided to all sanitary facilities except only cold water is provided to laundry wash troughs, water closets and urinals; and

(c) If females are provided with a receptacle for the disposal of sanitary napkins, the receptacle should-

- (i) have rigid walls; and

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CRITERIA**

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SOLUTIONS**

- (ii) be designed to ensure that waste does not spill from it during usual usage or servicing; and
- (iii) not be adversely affected by heat, humidity and sunlight; and
- (iv) have inner surfaces designed to allow easy removal of waste that are smooth, free of recesses and able to be readily cleaned.

**Vermin Control**

**P8**

The undetected entry of vermin into buildings must be prevented to minimise the risk of the spread of disease.

**A8**

- (a) Every floor, wall, partition, ceiling, roof and every ancillary fitting thereto of every building or other structure on such place is constructed and maintained to prevent the undetected entry of vermin into such places; and
- (b) Every hole or opening in every floor, wall, partition, ceiling or roof and in every ancillary fitting of every building or other structure is securely covered with vermin-proof material.

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**Ventilation**

**P9**

Each habitable room must have adequate ventilation to prevent the creation of unhealthy conditions.

**A9**

- (a) Each habitable room is naturally ventilated by permanent openings with an opening or openable size not less than 5% of the floor area of the room required to be ventilated.
- (b) Permanent openings are-
  - (i) *windows*, or
  - (ii) doors; or
  - (iii) ventilated skylights.
- (c) Permanent openings are open to-
  - (i) a suitably sized court yard, or
  - (ii) the sky; or
  - (iii) an open verandah, carport, or the like.

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**Early Warning System**

**P10**

**A10**

Building occupants must be provided with appropriate *automatic* warning on the detection of smoke so that they may evacuate in the event of a fire to a place of safety, having regard to-

- (a) the height of the building; and
- (b) the construction of the building; and
- (c) the mobility and other characteristics of the occupants; and
- (d) the power supply available to the building.

In all *residential services buildings* with less than 6 people, smoke alarms -

- (a) are installed on or near the ceiling in every *bedroom*; and
- (b) are installed on or near the ceiling in every enclosed or internal corridor, hallway associated with a *bedroom* or *common areas* at a maximum of 5m centres, or
- (c) if there is no enclosed or internal corridor or hallway, are installed on or near the ceiling in an area between the *bedrooms* and the remainder of the building; and
- (d) are installed on or near the ceiling on each *storey*; and
- (e) comply with AS 3786; and
- (f) are powered by-
  - (i) a consumer mains power supply, where available; or
  - (ii) a tamper-proof lithium battery where a consumer power supply is not available.

**Note-** Buildings which are intended to provide accommodation for 6 or more people are required to comply with the requirements of the Fire Safety in Budget Accommodation Buildings under the Building Act 1975.

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**Emergency Lighting**

**P11**

A system of lighting for safe evacuation in the event of a fire must be provided, to the degree necessary, appropriate to-

- (a) the function or use of the building; and
- (b) the *floor area* of the building; and
- (c) the distance of travel to an *exit*; and
- (d) the characteristics of the occupants.

**A11**

In *residential services buildings* with less than 6 people, a system of lighting is installed which consists of-

- (a) a light incorporated within and activated by the smoke alarm required by A10 (b) and (c); or
- (b) the existing lighting located within the areas nominated in A10 (b) and (c) activated by the smoke alarms in these areas.

**Note-** Buildings which are intended to provide accommodation for 6 or more people are required to comply with the requirements of the Fire Safety in Budget Accommodation Buildings under the Building Act 1975.

**Emergency Telephone  
Access**

**P12**

Suitable provision must be provided for *residents* to ring emergency services in the event of an emergency.

**A12**

A landline telephone is provided.

**Informative Notes:**

In accordance with Clause 1.6.2 of AS/NZ 3500.4.2 - 1997, all new hot water installations shall, at the outlet of all sanitary fixtures used primarily for personal hygiene purposes, deliver hot water not exceeding-

- (a) 45°C for nursing homes or similar facilities for young, aged, sick or disabled persons;  
and
- (b) 50°C in all other buildings.

**Note:** Compliance with these temperature limits is optional for kitchen sinks and laundry tubs.

# APPENDIX B



*Dedicated to a better Brisbane*

# Brisbane City Council

## **Notice of Council's Adoption of Amendments to the House Code in the Brisbane City Plan 2000 Pursuant to Schedule 1 of the Integrated Planning Act 1997**

At its meeting of 8 September 2009, Council adopted amendment to the House Code in The Brisbane City Plan 2000 by changing the number of people constituting a household group.

### **Purpose and General Effect**

Acceptable Solution A8 of the House Code in the Brisbane City Plan 2000 currently allows for up to **six (6)** unrelated people living in a domestic dwelling as a "household group". The amendment changes the provision to allow only **five (5)** such unrelated people in one "household group". Exception is given

to "household groups" where persons with a disability are living independently in the one household group. In this situation the provision is to remain at 6 unrelated persons. The effect of the draft amendment will clarify that a building housing greater than 5 unrelated people is not a house under the planning scheme and will align Brisbane's Planning Scheme with State legislation.

### **Further Information**

Copies of the adopted amendment are available for inspection and/or purchase at the Library and Customer Service Centre, Level 1, North Quay Podium, Brisbane Square, 266 George Street, Brisbane. For information about the proposed amendments, please telephone 3403 8888.

Jude Munro Chief Executive Officer

# APPENDIX C

# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 1 Tenancy details

**Item 1** 1.1 Lessor  
Name/trading name

Address

	Postcode
--	----------

1.2 Phone	Mobile	Email
-----------	--------	-------

**Item 2** 2.1 Tenant/s

Tenant 1	Full name/s
Phone	Email

Tenant 2	Full name/s
Phone	Email

Tenant 3	Full name/s
Phone	Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

**Item 3** 3.1 Agent If applicable. See clause 43  
Full name/trading name

Address

	Postcode
--	----------

3.2 Phone	Mobile	Email
-----------	--------	-------

**Item 4** Notices may be given to (Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor  
Email Yes  No  Facsimile Yes  No

4.2 Tenant/s  
Email Yes  No  Facsimile Yes  No

4.3 Agent  
Email Yes  No  Facsimile Yes  No

**Item 5** 5.1 Address of the rental premises

	Postcode
--	----------

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

--

**Item 6** 6.1 The term of the agreement is  fixed term agreement  periodic agreement

6.2 Starting on  6.3 Ending on

Fixed term agreements only.  
For continuation of tenancy agreement, see clause 6



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 7 Rent \$ [ ] per [ ] week [ ] fortnight [ ] month See clause 8(1)

Item 8 Rent must be paid on the [ ] day of each [ ]
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)

Details for direct credit

BSB no. [ ] Bank/building society/credit union [ ]

Account no. [ ] Account name [ ]

Payment reference [ ]

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)

Item 11 Rental bond amount \$ [ ] See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity [ ] Yes [ ] No Any other service that a tenant must pay Yes No
Gas Yes No Type [ ] See special terms (page 8)
Phone [ ] Yes [ ] No

12.2 Is the tenant to pay for water supplied to the premises See clause 17
[ ] Yes [ ] No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity [ ] Any other service stated in item 12.1 [ ]
Gas [ ] See special terms (page 8)
Phone [ ]

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity [ ]
Gas [ ]
Phone [ ]
Any other service stated in item 12.1 [ ]
See special terms (page 8)

Item 15 Number of persons allowed to reside at the premises [ ] See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? [ ] Yes [ ] No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 [ ] Yes [ ] No

Item 17 17.1 Pets approved [ ] Yes [ ] No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)
Type [ ] Number [ ] Type [ ] Number [ ]

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31

Electrical repairs [ ] Phone [ ]
Plumbing repairs [ ] Phone [ ]
Other [ ] Phone [ ]

## 1 Interpretation

---

In this agreement –

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

## 2 Terms of a general tenancy agreement

---

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* – Some breaches of this agreement may also be an offence under the Act, for example, if –

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

## 3 More than 1 lessor or tenant

---

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 –
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

## Division 2 Period of tenancy

### 4 Start of tenancy

---

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

### 5 Entry condition report – s 65

---

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report.

*Note* – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return

## 8 When, how and where rent must be paid – ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.

### Continuation of fixed term agreement – s 70

- (1) This clause applies if –
  - (a) in the way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by –
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).

*Note* – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

*Examples of an appropriate place –*

- the lessor's address for service
- the lessor's agent's office

## 9 Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

*Note* – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

## Part 2 Standard Terms

### Division 1 Preliminary

- (a) this agreement is a fixed term agreement; and
- (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
  - (i) a notice to leave;
  - (ii) a notice of intention to leave;
  - (iii) an abandonment termination notice;
  - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
  - (v) a written agreement between the lessor and tenant to end the agreement.

This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* – For more information about the notices, see the information statement.

### Costs apply to early ending of fixed term agreement

This clause applies if –

- (a) this agreement is a fixed term agreement; and
- (b) the tenant terminates it before the term ends in a way not permitted under the Act.

The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

*Note* – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

## Division 3 Rent

## 10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

## 11 Application to tribunal about excessive increase – s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made –
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement – before the term ends.

## 12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.

*Note* – For details of the situations, see the information statement.

## Division 4 Rental bond

### 13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or
  - (c) otherwise – when the tenant signs this agreement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example* – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

*Note* – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### 14 Increase in bond – s 154

- (1) The tenant must increase the rental bond if –
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after –
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

*Examples* –

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if –
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either –
  - (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note* – Section 165(3) limits the amount the tenant must pay.

### 17 Water service charges – ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
  - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

*Note* – A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount –
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note* – For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.

- (6) In this clause –
 

*water consumption charge*, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

*Note* – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments –*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

*Editor's note –* Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises – ss 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note –* See the information statement for details.

#### 21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
- (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance –*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
  - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to –
- (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

#### 24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
- (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure –
- (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must –
- (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
- Note –* For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
- (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures – the fixtures were not attached to the premises by the lessor.

- (4) In this clause –
- non-standard items* means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.
- premises* include any common area available for use by the tenant with the premises.

#### 26 Tenant's obligations – s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes – ss 207–209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
- Note –* Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

*Examples of terms –*

- that the tenant may remove the fixture
  - that the tenant must repair damage caused when removing the fixture
  - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
  - (4) The lessor must not act unreasonably in failing to agree.
  - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
    - (a) take action for a breach of a term of this agreement; or
    - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

**28 Supply of locks and keys – s 210**

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
  - (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

**29 Changing locks – ss 211 and 212**

- (1) The lessor or the tenant may change locks if –
  - (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.

*Example of a reasonable excuse –*  
an emergency requiring the lock to be changed quickly

- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
  - (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given a key.

**Subdivision 4 Damage and repairs**

**30 Meaning of emergency and routine repairs – ss 214 and 215**

- (1) *Emergency repairs* are works needed to repair any of the following –
  - (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) *Routine repairs* are repairs other than emergency repairs.

**31 Nominated repairer for emergency repairs – s 216**

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
  - (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

**32 Notice of damage – s 217**

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

**33 Emergency repairs arranged by tenant – ss 218 and 219**

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.  
*Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.*

**Division 7 Restrictions on transfer or subletting by tenant**

**34 General – ss 238 and 240**

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

**35 State assisted lessors or employees of lessor – s 237**

- (1) This clause applies if –
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

**Division 8 When agreement ends**

**36 Ending of agreement – s 277**

- (1) This agreement ends only if –
  - (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

*Note* – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

*Note* – See the information statement for details.

### 37 Condition premises must be left in – s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

- wear that happens during normal use
- changes that happen with ageing

### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address – s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

### 40 Exit condition report – s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

*Example of what might be as soon as practicable* – when the tenant returns the keys to the premises to the lessor or the lessor's agent

*Note* – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### 41 Goods or documents left behind on premises – ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
 

*Note* – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## Division 9 Miscellaneous

### 42 Supply of goods and services – s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

*Note* – See section 164 for what is a service charge.

### 43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
 

*Note* – See the information statement for a list of the approved forms.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

# APPENDIX D

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## MP 2.1 - FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

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### Index

Purpose .....	2
Commencement and Application.....	2
Referral agency .....	2
Associated requirements .....	2
Referenced standards .....	2
Definitions.....	2
Early warning system .....	7
Emergency lighting.....	8
Occupant density.....	10
Travel distances .....	10
Emergency escape.....	11
Protection of exit paths.....	13
Exit signage.....	14
Portable fire extinguishers .....	15
Fire hose reels.....	15
Fire fighting water supply .....	16
Smoke hazard management .....	16
Maintenance of fire safety systems (omitted 22 August 2005) .....	17
Building Code of Australia performance .....	17
Specification 2.01 – Sprinkler systems.....	17
Schedule 1 - Schedule of maintenance options for fire safety systems (omitted 22 August 2005) .....	18
Schedule 2 - Fire resisting construction .....	18
Schedule 3 - Maximum <i>exit</i> distances (m) for <i>supported budget accommodation buildings</i> .....	19
Schedule 4 - Maximum <i>exit</i> distances (m) for <i>budget accommodation buildings</i> with a <i>floor area</i> greater than 300 m <sup>2</sup> .....	20
Schedule 5 - Evacuation impairment assessment checklist .....	21

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

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### Purpose

To ensure *budget accommodation buildings*, to which this code applies, provide for the safe evacuation of occupants.

### Commencement

This version of MP 2.1 commences on 4 April 2008 and replaces the version of MP 2.1 published on 1 January 2008.

### Application

This code is the fire safety standard applicable to budget accommodation buildings as prescribed by Part 3 of Chapter 7 of the *Building Act 1975*.

### Referral agency

The Queensland Fire and Rescue Service is an advice agency for special fire services under Schedule 2 of the *Integrated Planning Regulation 1998*.

### Associated requirements

- *Building Act 1975*
- *Building Regulation 2006*
- *Fire and Rescue Service Act 1990*
- *Building Fire Safety Regulation 1991*
- Building Code of Australia (BCA)
- Fire safety standard guidelines
- Fire safety management plan guidelines

### Referenced standards

AS/NZS 1668.1-1998	The use of mechanical ventilation and air conditioning in buildings – Fire and smoke control in multi-compartment buildings
AS 1670.1-1995	Fire detection, warning control and intercom systems—System design, installation and commissioning – Part 1: Fire
AS 2118.4-1995	Automatic fire sprinkler systems – Residential
AS 2118.5-1995	Automatic fire sprinkler systems – Domestic
AS/NZS 2293.1-1998	Emergency evacuation lighting for buildings – System design, installation and operation
AS/NZS 2293.3-1995	Emergency evacuation lighting for buildings Part 3: Emergency luminaries and exit signs
AS/NZS 2444-2000	Portable fire extinguishers and fire blankets – Selection and location
AS 3786-1993	Smoke alarms

### Definitions

**Note:** Italicised words within the body of the text are defined.

**Acceptable solutions** mean solutions which are deemed to satisfy the *performance criteria*.

**Automatic** means designed to operate when activated by a heat, smoke or fire sensing device.

**Bedroom** means a space or part of a space used for sleeping purposes excluding corridors, passageways and evacuation routes.

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

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**Budget accommodation building** means the definition in the application of this code.

**Common areas** means areas such as entertainment rooms, foyers, lounge rooms and dining rooms but do not include kitchens, laundries or sanitary areas.

**Effective height** means the height to the floor of the topmost storey (excluding the topmost storey if it contains only heating, ventilating, lift or other equipment, water tanks or similar service units) from the floor of the lowest storey providing direct egress to a road or open space.

**Evacuation impairment<sup>1</sup>** means impairment or a combination of impairments which reduces the capacity of a person to evacuate a building in an emergency, and includes any impairment that restricts mobility or the ability to understand or independently respond to an emergency evacuation.

**Evacuation route** means the continuous path of travel (including exits, corridors, hallways and the like) from any part of a building to a road or open space.

**Exit** means any or any combination of, the following if they provide egress to a road or open space:

- (i) An internal or external stairway.
- (ii) A ramp.
- (iii) A fire-isolated passageway.
- (iv) A doorway opening to a road or open space.

**External wall** means an outer wall of a building which is not a common wall.

**Fire door** means a complete door assembly having the same fire resistance level as the surrounding wall and has a certification tag fixed to the door and frame on the hinge side at 1500mm.

**Fire hazard** means the danger in terms of potential harm and degree of exposure arising from the start and spread of fire and the smoke and gases that are thereby generated.

**Fire-isolated passageway** means a corridor or passageway within a fire-resisting enclosure and includes the floor and roof or top enclosing structure that provides direct egress to a road or open space.

**Fire-isolated ramp** means a ramp within a fire-resisting enclosure which provides egress from a storey and that provides direct egress to a road or open space.

**Fire-isolated stairway** means a stairway within a fire-resisting enclosure and includes the floor and roof or top enclosing structure that provides direct egress to a road or open space.

**Fire-resisting enclosure** means an enclosed space within which a person will be adequately protected from the effects of a fire external to the enclosure for a period of not less than 60 minutes.

**Fire safety management plan** means the plan required to be prepared by the *Building Act 1975* or the *Fire and Rescue Service Act 1990*

**Fire safety system** means one or any combination of the methods used in a building to:

- (i) warn people of an emergency; or
- (ii) provide for safe evacuation; or

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<sup>1</sup> For the purpose of assessing whether a person has an *evacuation impairment* under the Standard, a checklist is provided in Schedule 5.

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

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- (iii) restrict the spread of fire; or
  - (iv) extinguish a fire, and
- includes both active and passive systems.

**Fire service** means a statutory authority or service constituted under an Act of Parliament and having as one of its functions, the protection of life and property from fire and other emergencies.

**Floor area** means:

- (a) in relation to a building - the total area of all *storeys* excluding areas used to accommodate vehicles; and
- (b) in relation to a *storey* - the area of all floors of that *storey* measured over the enclosing walls, and includes
  - (i) the area of a *mezzanine* within the *storey*, measured within the finished surfaces of any *external walls*; and
  - (ii) the area occupied by any internal walls or partitions, any cupboard, or other built-in furniture, fixture or fitting; and
  - (iii) if there is no enclosing wall, an area which has a use that-
    - (A) contributes to the fire load; or
    - (B) impacts on the safety, health or amenity of the occupants in relation to the provisions of the BCA; and
- (c) in relation to a room - the area of the room measured within the finished surfaces of the walls, and includes the area occupied by any cupboard or other built-in furniture, fixture or fitting.

**Mezzanine** means an intermediate floor within a room.

**Minimum support ratio** means the ratio obtained by:

- (i) comparing the lowest number of *responsible persons* in the building at any time to the number of persons accommodated with an *evacuation impairment* in the building; or
- (ii) for the purposes of compliance with Schedule 3, option (B) in buildings divided into *smoke compartments*, comparing the lowest number of *responsible persons* in the building at any time to the number of persons with an *evacuation impairment* accommodated in *smoke compartments*.

**Non-combustible** means a construction of the following material type:

- (i) reinforced or prestressed concrete; or
- (ii) steel in no part less than 6 mm thick.

**Non-itinerant** means a person who uses the building as a residence and is not traveling from place to place.

**Open space** means a space on an allotment, or a roof or similar part of a building adequately protected from fire, open to the sky and connected directly with a public road.

**Path of travel** means that part of an *evacuation route* that starts in a *public corridor*, passageway, hallway, stairway, landing, ramp or *required exit*.

**Performance criteria** mean the outcome that must be achieved for an element of a building or part of a building.

**Personal care service** means any of the following:

- (a) Assistance or supervision in-
  - (i) bathing, showering or personal hygiene; or
  - (ii) toileting or continence management; or
  - (iii) dressing or undressing; or
  - (iv) consuming food.
- (b) The provision of direct physical assistance to a person with mobility problems.

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

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- (c) The management of medication.
- (d) The provision of substantial rehabilitative or development assistance.

**Public corridor** means a space that serves as a means of egress from 2 or more rooms.

**Required** means required to satisfy a *performance criteria* or an *acceptable solution* of this code.

**Responsible person** means a person without an *evacuation impairment* who is the manager or agent for the manager of a *supported budget accommodation building*.

**Sanitary compartment** means a room or space containing a closet pan or urinal.

**Self closing door** means doors which are fitted with a device:

- (a) with an *automatic*-closing operation initiated by the activation of the building's interconnected smoke alarms or smoke detection system; or
- (b) with a free-arm action closing operation which closes the door or causes the door to remain closed (without preventing manual re-opening), upon the detection of smoke by the building's interconnected smoke alarms or smoke detection system; or
- (c) that returns the door to the fully closed position immediately after each opening.

**Smoke alarm** means a device containing a smoke detector and an alarm sounding device.

**Smoke compartment** means a compartment that prevents the flow of smoke from the compartment into another part of the building.

**Smoke detection system** means a system of fixed apparatus, normally part of an automatic fire alarm system, in which smoke and/or fire detectors, control equipment and indicating equipment are employed for automatically detecting smoke and/or fire and initiating other action as arranged.

**Storey** means a space within a building which is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof above, but not-

- (a) a space that contains only-
  - (i) a lift shaft, stairway or meter room; or
  - (ii) a bathroom, shower room, laundry, water closet, or other *sanitary compartment*; or
  - (iii) accommodation intended for not more than 3 vehicles; or
  - (iv) a combination of the above; or
- (b) a *mezzanine*.

**Support** means, for the purposes of *minimum support ratio*, immediate on-site evacuation assistance, able to be provided by a *responsible person* to a person with an *evacuation impairment*.

**Supported budget accommodation building** means a *budget accommodation building*:

- (a) in which *non-itinerant* persons with an *evacuation impairment* are accommodated; and
- (b) in which a *personal care service* is provided to persons in association with accommodation within the building as part of the usual business or practice that is carried on within the building.

**Type A construction** means a building where all *external walls*, columns, common walls, internal walls, floors, and lift shafts, each have a fire resistance level in accordance with Schedule 2 of this code.

**Type B construction** means a building where all *external walls*, columns, and common walls each have a fire resistance level in accordance with Schedule 2 of this code.

## **Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS**

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**Type C construction** means a building where all building elements have minimal fire resistance levels and is other than *Type A or B construction*.

PERFORMANCE CRITERIA

ACCEPTABLE SOLUTIONS

Early warning system

- P1** Building occupants must be provided with appropriate *automatic* warning on the detection of smoke so that they may evacuate in the event of a fire to a place of safety, having regard to-
- (a) the height of the building; and
  - (b) the construction of the building; and
  - (c) the mobility and other characteristics of the occupants; and
  - (d) the power supply available to the building.

- A1** (a) In *budget accommodation buildings* of not more than two storeys in height and of *Type B or C construction* or not more than three storeys in height and of *Type A construction*-
- (i) *smoke alarms*-
    - (A) are installed on or near the ceiling-
      - (aa) in every *bedroom*; and
      - (bb) in every *common area* where the distance between any smoke alarm and the nearest smoke alarm to it shall not exceed 10.2 m ; and
      - (cc) in every enclosed or internal corridor, hallway associated with a *bedroom* or *common area* at a maximum of 5.1 m centres, or
      - (dd) if there is no enclosed or internal corridor or hallway, in an area between the *bedrooms* and the remainder of the building; and
      - (ee) on each *storey*; and
    - (B) located in enclosed or internal corridors, hallways or *common areas* are interconnected; and
    - (C) comply with AS 3786; and
    - (D) are powered by-
      - (aa) a consumer mains power supply, where available; or
      - (bb) a tamper-proof lithium battery where a consumer power supply is not available; or
  - (ii) a *smoke detection system* with detectors installed in locations as described for *smoke alarms* in A1(a)(i) with an interconnected audible alarm system and a local fire indicator panel is installed; or

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS
	<p>(iii) a <i>smoke detection system</i> complying with AS 1670.1 is installed.</p> <p>(b) In <i>budget accommodation buildings more than two storeys in height and of Type B or C construction or more than three storeys in height and of Type A construction</i>, a <i>smoke detection system</i> complying with AS 1670.1 is installed.</p>
<h3>Emergency lighting</h3>	
<p><b>P2</b> A system of lighting for safe evacuation in the event of a fire must be provided, to the degree necessary, appropriate to-</p> <p>(a) the function or use of the building; and</p> <p>(b) the <i>floor area</i> of the building; and</p> <p>(c) the distance of travel to an <i>exit</i>; and</p> <p>(d) the characteristics of the occupants.</p>	<p><b>A2</b> (a) In <i>budget accommodation buildings with a floor area of 300 m<sup>2</sup> or less</i>, a system of lighting is installed which consists of-</p> <p>(i) a light incorporated within and activated by the <i>smoke alarm</i> required by A1 (a) (i) (B); or</p> <p>(ii) the existing lighting located in the enclosed or internal corridor, hallway or other <i>common areas</i> activated by the <i>smoke alarms</i> required by A1 (a) (i) (B); or</p> <p>(iii) A2 (b) (i) or (ii).</p> <p>(b) In <i>budget accommodation buildings with a floor area of more than 300 m<sup>2</sup></i>, a system of lighting is installed which consists of-</p> <p>(i) internally illuminated exit signs using green lettering on a white background or that are classified as emergency luminaries in accordance with AS 2293.3, with a sealed rechargeable backup battery and located-</p> <p>(A) above each doorway to a <i>required exit</i>; and</p> <p>(B) at every change in direction on the <i>path of travel</i>; and</p> <p>(C) with additional emergency lighting complying with AS 2293.1 or with lighting in accordance with A2 (a)(ii), installed at 12 m maximum centres between the illuminated exit signs on the <i>path of travel</i>; or</p>

### PERFORMANCE CRITERIA

### ACCEPTABLE SOLUTIONS

- (ii) emergency lighting installed-
  - (A) in every passageway, enclosed corridor, hallway or the like having a length of more than 5 m from the centre of the *bedroom* doorway to the nearest doorway opening directly to-
    - (aa) a *fire-isolated stairway, fire-isolated ramp or fire-isolated passageway*; or
    - (bb) an external stairway serving instead of a *fire isolated stairway*; or
    - (cc) an external balcony leading to a *fire-isolated stairway, fire-isolated ramp or fire-isolated passageway*; or
    - (dd) a road or *open space*; and
  - (B) in every *required non fire-isolated stairway*; and
  - (C) within 2 m of the approach side of each *required exit*; and
  - (D) within 2 m of the intersection of centrelines at each change of direction (other than a staircase); and
  - (E) within 2 m of any change of floor level, on the low side; and
  - (F) in stairways at every landing; and
  - (G) adjacent to escalators and moving walks to ensure safety in disembarking; and
  - (H) in every *required fire control centre*; and
  - (I) in the event of a power failure is powered by a sealed rechargeable type self-contained or centralised battery facility specifically designed for emergency or standby use for a minimum of 1 hour; and

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS
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(J) the calculated horizontal illuminance of any emergency lighting at floor level is in accordance with clause 5.3.2.4 of AS/NZS 2293.1-1998.

**Occupant density**

**P3** Adequate space must be provided for occupants in each *bedroom* to permit ease of evacuation in the event of a fire.

**A3** In all ***budget accommodation buildings-***

- (a) the maximum number of persons to be accommodated in any *bedroom* is obtained by dividing the *floor area* of the room by 2.5 square metres per person; and
- (b) a minimum clear egress path of 900 mm is provided within the *bedroom*.

**Travel distances**

**P4** So that occupants can safely evacuate the building, the length of *paths of travel* to *exits* must be appropriate to-

- (a) the number, mobility and other characteristics of occupants; and
- (b) the function or use of the building.

**A4** (a) In all ***supported budget accommodation buildings,*** the distance between a doorway of a *bedroom* or any other point on a *storey* not in a *bedroom* and the point of egress to a road, *fire-isolated passageway, fire-isolated ramp, fire-isolated stairway, external stairway/ramp* used in lieu of an internal *fire-isolated stairway* in accordance with A6 (b) or *open space* does not exceed the distances set out in Schedule 3.

(b) In ***budget accommodation buildings with a floor area greater than 300 m<sup>2</sup> and other than supported budget accommodation buildings,*** the distance between a doorway of a *bedroom* or any other point on a *storey* not in a *bedroom* and the point of egress to a road, *fire-isolated passageway, fire-isolated ramp, fire-isolated stairway, external stairway/ramp* used in lieu of an internal *fire-isolated stairway* in accordance with A6(b) or *open space* does not exceed the distances set out in Schedule 4.

(c) In all ***budget accommodation buildings except where sprinklers are installed in accordance with Specification 2.01 of this code,*** a *required non fire-isolated ramp or stairway* greater than 1 m in height-



### PERFORMANCE CRITERIA

### ACCEPTABLE SOLUTIONS

- (e) **In all *budget accommodation* buildings, exits that are *required* as alternative means of egress are-**
- (i) distributed as uniformly as practicable within or around the *storey* served and in positions where unobstructed access to at least two *exits* is readily available from all points on the *storey* including lift lobby areas; and
  - (ii) not less than 9 m apart; and
  - (iii) not more than 45 m apart; and
  - (iv) located so that alternative *paths of travel* do not converge such that the *paths of travel* are not less than 6 m apart at any point.
- (f) **In all *budget accommodation buildings*, in a *required exit* or *path of travel* to a *required exit*-**
- (i) the unobstructed height throughout is not less than 2000 mm, except the unobstructed height of any doorway may be reduced to not less than 1980 mm; and
  - (ii) the unobstructed width of each *required exit* or *path of travel* to a *required exit*, except for doorways, is not less than 900 mm nominal; and
  - (iii) landings not less than 750 mm long are provided at doorways along a *path of travel* to a *required exit* or at doorways of *required exits* where the door sill height is more than 190 mm above the finished surface of the floor, ground, balcony or the like, to which the doorway opens.
- (g) **In all *budget accommodation buildings*, doors in a *required exit* or in the *path of travel* to a *required exit*-**
- (i) are readily able to open without a key from the side that faces a person seeking egress, by a single hand downward action or pushing action on a single device which is located between 900 mm and 1200 mm from the floor; and

PERFORMANCE CRITERIA

ACCEPTABLE SOLUTIONS

- (ii) either-
  - (A) swing in the direction of the nearest *required exit* unless it is the only *required exit* from the building and it is fitted with a device for holding it in the open position; or
  - (B) slide open providing that-
    - (aa) the door is in a *required exit* or forms part of a *required exit*; and
    - (bb) the door is able to be opened manually under a force of not more than 110N; and
    - (cc) clearly visible signage is installed on the door and incorporates the word “SLIDE” along with a directional arrow indicating the direction of slide of the door.

**Protection of exit paths**

- P6** To protect evacuating occupants from a fire in the building, *exits* must be fire-isolated, to the degree necessary, appropriate to-
- (a) the number of *storeys* connected by the *exits*; and
  - (b) the *fire safety system* installed in the building; and
  - (c) the function or use of the building; and
  - (d) the number of *storeys* passed through by the *exits*.

- A6** In *budget accommodation buildings* with a *floor area* greater than 300 m<sup>2</sup>-
- (a) where *exits* connect, pass through or pass by more than two consecutive *storeys* in a building of *Type B or C construction* or more than three consecutive *storeys* in a building of *Type A construction*-
    - (i) every *required exit* is fire-isolated; or
    - (iii) a sprinkler system is installed in accordance with Specification 2.01 of this code.
  - (b) An external stairway or ramp may serve as a *required exit* in lieu of a fire-isolated *exit* serving a *storey* below an *effective height* of 25 m, if -
    - (i) the stairway or ramp is *non-combustible* throughout; and

PERFORMANCE CRITERIA	ACCEPTABLE SOLUTIONS
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- (ii) *fire doors* opening onto the stairway are fire resistance rated to 60 minutes; and
- (iii) windows are-
  - (A) located more than 2 m above the line of the treads or ramp or the *path of travel* at ground level; or
  - (B) located more than 2 m from the stairway or ramp or the *path of travel* at ground level; or
  - (C) are fire rated to 60 minutes and fixed closed; or
  - (D) protected by internal or external wall-wetting sprinklers.

### Exit signage

**P7** To facilitate evacuation, suitable signs or other means of identification must, to the degree necessary-

- (a) be provided to identify the location of *exits*; and
- (b) guide occupants to *exits*; and
- (c) be clearly visible to occupants; and
- (d) operate in the event of a power failure of the main lighting system for sufficient time for occupants to safely evacuate.

**A7** For *budget accommodation buildings* with a *floor area greater than 300 m<sup>2</sup>*-

- (a) *exit* signs-
  - (i) where used as emergency lighting are in accordance with A2 of this code; or
  - (ii) where not used as emergency lighting are in accordance with AS/NZS 2293.1-1998 and AS/NZ 2293.3-1995; and
- (b) *exit* signs are clearly visible to persons approaching a *required exit*, and installed on, above or adjacent to each-
  - (i) door providing direct egress from a *storey* to-
    - (A) an enclosed stairway, passageway or ramp serving as a *required exit*; and
    - (B) an external stairway, passageway or ramp serving as a *required exit*; and

### PERFORMANCE CRITERIA

### ACCEPTABLE SOLUTIONS

- (C) an external access balcony leading to a *required exit*; and
- (ii) door from an enclosed stairway, passageway or ramp at every level of discharge to a road or *open space*; and
- (iii) door serving as, or forming part of, a *required exit* in a *storey required* to be provided with emergency lighting in accordance with A2 of this code.

### Portable fire extinguishers

**P8** Fire extinguishers must be installed to the degree necessary to allow occupants to undertake initial attack on a fire appropriate to-

- (a) the function or use of the building; and
- (b) any other *fire safety systems* installed in the building; and
- (c) the *fire hazard*.

**A8** For *budget accommodation buildings with a floor area greater than 300 m<sup>2</sup>*-

- (a) existing portable fire extinguishers are located in accordance with the Australian Standard applicable at the time of installation; or
- (b) for buildings with no portable fire extinguishers, extinguishers are selected, located and distributed in accordance with AS 2444-2000.

### Fire hose reels

**P9** A fire hose reel system must be installed to the degree necessary to allow occupants to safely undertake initial attack on a fire appropriate to-

- (a) any other *fire safety systems* installed in the building; and
- (b) the *fire hazard*.

**A9** For *budget accommodation buildings with a floor area greater than 500 m<sup>2</sup>*-

- (a) a fire hose reel system is installed in accordance with the Australian Standard applicable at the time of installation; and
- (b) fire hose reels have the nozzle end of a fully extended fire hose fitted to the reel and laid to avoid any partitions or other physical barriers and reach every part of the floor of the *storey*.

### PERFORMANCE CRITERIA

### ACCEPTABLE SOLUTIONS

#### Fire fighting water supply

**P10** A fire fighting water supply must be provided to the degree necessary to facilitate the needs of the *fire service* appropriate to-

- (a) fire-fighting and rescue operations; and
- (b) the *fire hazard*.

**A10** For *budget accommodation buildings* with a *floor area greater than 500 m<sup>2</sup>* and where a *fire service* with a *structural fire fighting capability* is available to attend a building fire within 20 minutes of being notified of the fire-

- (a) a fire hydrant system is available for use within 90 metres of the most distant point of the building measured around the perimeter of the building; or
- (b) a sprinkler system is installed in accordance with Specification 2.01 of this code.

#### Smoke hazard management

**P11** In the event of a fire in a building the conditions in any *evacuation route* must be maintained for the period of time occupants take to evacuate the part of the building so that-

- (a) the temperature will not endanger human life; and
- (b) the level of visibility will enable the *evacuation route* to be determined; and
- (c) the level of toxicity will not endanger human life.

**A11** For *budget accommodation buildings* with a *floor area greater than 500 m<sup>2</sup>* and where an *air-handling system* does not form part of an *air pressurisation system to fire-isolated stairways, fire-isolated passageways or fire-isolated ramps* and which recycles air from one room to another room or operates in a manner that may unduly contribute to the spread of smoke from one room to another room, the system-

- (a) is designed and installed to operate as a smoke control system in accordance with AS/NZS 1668.1-1998; or
- (b) incorporates smoke dampers where the air-handling ducts penetrate any elements separating the rooms served and is arranged such that the air-handling system is shut down and the smoke dampers are activated to close *automatically* by smoke detectors complying with Clause 4.10 of AS/NZS 1668.1-1998; or
- (c) a *smoke detection system* is installed in accordance with Clause 5 of Specification E2.2a of the BCA to operate AS/NZS 1668.1-1998 systems that are provided for zone smoke control and *automatic* air pressurisation for fire isolated *exits*.

### PERFORMANCE CRITERIA

### ACCEPTABLE SOLUTIONS

#### Maintenance of fire safety systems

P12 Omitted 22 August 2005

Omitted 22 August 2005

#### Building Code of Australia performance

P13 In buildings other than *supported budget accommodation buildings* that do not comply with A1, A2 and A4-A11 of the fire safety standard, performance requirements P1, P2 and P4-P11 may be met using the performance requirements of the Building Code of Australia.

**Note:** If P13 is used to comply then P1, P2 and P4-P11 of this standard do not apply to the building.

For *budget accommodation buildings*, other than *supported budget accommodation buildings*, that have a current certificate of classification for the whole of the building that was issued-

- (a) in relation to an application for a change of classification; or
- (b) in relation to a development application for building work, other than building work required to ensure the building conforms with the fire safety standard

the whole building complies with the Building Code of Australia as applicable at the time of the application.

#### Specification 2.01 – Sprinkler systems

For buildings less than 4 *storeys* in height, buildings comply with Australian Standard AS 2118.5-1995 Automatic fire sprinkler systems - Domestic

For buildings of 4 or more *storeys* in height, buildings comply with Australian Standard AS 2118.4-1999 Automatic fire sprinkler systems - Residential

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

### Schedule 1 – Schedule of maintenance options for fire safety systems

Omitted 22 August 2005

### Schedule 2 – Fire resisting construction

Building Element	FRL (in minutes) Structural adequacy/Integrity/Insulation <i>Type A construction</i>	FRL (in minutes) Structural adequacy/Integrity/Insulation <i>Type B construction</i>
<b>External wall</b> (including any column or other building element incorporated within the wall) where the distance from any fire-source feature to which it is exposed is-		
For loadbearing parts-		
Less than 1.5m	90/ 90/ 90	90/ 90/ 90
1.5m to less than 3.0m	90/ 60/ 60	90/ 60/ 30
3 m or more	90/ 60/ 30	90/ 30/ 30
For non-loadbearing parts-		
Less than 1.5m	-/ 90/ 90	-/ 90/ 90
1.5m to less than 3.0m	-/ 60/ 60	-/ 60/ 30
3 m or more	-/ -/ -	-/ -/ -
<b>External column</b> (not incorporated in an external wall), where the distance from any fire-source feature to which it is exposed is-		
Less than 3m	90/ -/ -	90/ -/ -
3 m or more	-/ -/ -	-/ -/ -
<b>Common walls and fire walls</b>	90/ 90/ 90	90/ 90/ 90
<b>Internal walls-</b>		
Load bearing lift shafts	90/ 90/ 90	-/ -/ -
Load bearing	90/ 90/ 90	60/ 60/ 60
Non-load bearing	-/ 60/ 60	-/ 60/ 60
<b>Floors</b>	90/ 90/ 90	-/ -/ -

**Note:** The fire resistance levels (FRL) are extracted from the Building Code of Australia.

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

### Schedule 3 – Maximum exit distances (m) for all supported budget accommodation buildings

Compliance with A4 (a) may be achieved using the following options

#### (A) Table A

Supported accommodation buildings Maximum travel distance (m) (see also Notes below)				
All Types of Building Construction				
		Column 1	Column 2	Column 3
		Bedroom doors are not self closing doors	Bedroom doors are self closing doors <sup>2</sup>	The building has a sprinkler system installed in accordance with Specification 2.01 of this code and bedroom doors are self closing doors <sup>2</sup>
Minimum Support Ratio	1:1	30	30	40
	1:2	0	25	40
	1:3	0	15 <sup>1</sup>	40
	1:4	0	10 <sup>1</sup>	38
	1:5	0	6 <sup>1</sup>	29
	1:6	0	4	23
	1:7	0	2	19
	1:8	0	1	15
	1:9	0	0	13
	1:10	0	0	11

#### Notes to Table A:

- Additional travel distance is allowed by using the following compliance options where indicated as applicable in Table A.

In single storey buildings in which travel in different directions to alternative exits is available from bedroom doorways and the building's fire safety management plan requires monthly evacuation drills, travel distances may be increased:

- up to a maximum of 15 m if all smoke alarms are interconnected; or
- up to a maximum of 15 m if a smoke detection system is installed that complies with A1(a)(ii) of this code; or
- up to a maximum of 20 m where a smoke detection system is installed to AS 1670.1 requirements.

- For the purposes of Columns 2 and 3, a bedroom with self-closing doors must be a smoke compartment.

OR

#### (B)

In buildings of two storeys or less, sprinklered in accordance with Specification 2.01 of this code, and where;

- all smoke alarms are interconnected or the building has a smoke detection system that complies with A1 (a) (ii) of this code; and
- the minimum support ratio is
  - at least 1:10 in one storey buildings or across smoke compartments in buildings over 500 m<sup>2</sup>; and
  - in two storey buildings, at least 1:5; and

## Part 2.1 – FIRE SAFETY IN BUDGET ACCOMMODATION BUILDINGS

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- C. the building's *fire safety management plan* requires a monthly evacuation drill; and
- D. the maximum travel distance from *bedroom* doorways to a point from which travel in different directions to alternative *exits* is available does not exceed 10m;

the building's maximum travel distance is 25 m and can be extended;

- (i) by an additional 3 m if the building is less than 500 m<sup>2</sup> in *floor area* or it is divided into *smoke compartments* of 500 m<sup>2</sup> or less;
- (ii) by an additional 5 m if the *smoke detection system* is installed to AS 1670.1 requirements; or
- (iii) by an additional 8 m if the building complies with both (i) and (ii)

### Schedule 4 – Maximum *exit* distances (m) for *budget accommodation buildings* with a *floor area* greater than 300 m<sup>2</sup>

Type of Building Construction		
Type B or C construction	Type A construction	Type A, B or C construction with sprinklers
30	60	60

## Schedule 5 – Evacuation impairment assessment checklist

### Supported accommodation EVACUATION IMPAIRMENT ASSESSMENT FORM

This form may be used to assess whether a person who is a *non-itinerant* occupant of the building has an *evacuation impairment*.

Use this form for the purposes of compliance with A4(a) of the Fire Safety Standard only.

**Note 1:** An occupant does not have an *evacuation impairment* when ALL answers on the form are ticked with Yes. Do not answer “Yes” to any question unless the occupant is able to meet the criterion at all times of the day or night.

**Note 2:** If this form is being used to exclude occupants from the need for evacuation *support*, the excluded person must be reassessed when the person’s evacuation ability changes or otherwise monthly. Monthly evacuation drills should be used to determine the ability of a person to safely evacuate the building in the event of fire.

	Date of Drill:	
Name of Occupant:	Room Number:	
Name of Building:		
Name of Organisation:		
Assessed by:	(name)	(signature)

Does the occupant	Yes	No	Comments
1) Demonstrate the ability to hear and recognise the fire evacuation alarms?			
2) Demonstrate the ability to safely evacuate from the building without the assistance of another person?			
3) Demonstrate the ability to follow the evacuation plan and evacuate to the assembly point identified in the evacuation plan?			
4) Demonstrate observance of the evacuation plan in a calm and timely manner in a drill situation?			
5) Demonstrate an understanding that he/she must comply with the directions of emergency personnel?			
<b>Result</b>			
<b>Does the occupant have an <i>evacuation impairment</i>?</b>			

**Note 3:** If the occupant has an *evacuation impairment*, you **MUST** include him/her in your *minimum support ratio* calculations. If the occupant does not have an *evacuation impairment*, you do not need to include him/her in your *minimum support ratio* calculations.

**Note 4:** The evacuation plan mentioned in the above assessment table forms part of the building’s *fire safety management plan*.

**Note 5:** If this form is used to exclude an occupant from the requirement that they be provided with evacuation support, a copy must be available in the building for inspection by authorised persons under the *Local Government Act 1993* or authorised fire officers of the Queensland Fire and Rescue Service at any time the

**building is occupied.**

Queensland Development Code

Publication Date: 04 April 2008  
Buildings

21

MP 2.1

Fire Safety in Budget Accommodation