Submission Cover Sheet

Inquiry into Specialist Disability Accommodation service delivery through Housing ACT

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Hartley Lifecare

Submission to the Standing Committee on Public Accounts and Administration

Inquiry into Specialist Disability Accommodation (SDA) service delivery through Housing ACT

April 2026

Table of Contents

About Hartley Lifecare

Hartley Lifecare (Hartley) is a long-established ACT-based disability service provider supporting people with complex disability to live full and dignified lives in the community.

Hartley currently supports more than 80 people with disability across 33 homes in the ACT. Of these homes, 20 are owned by Housing ACT. Hartley welcomes the opportunity to make a submission to this Inquiry and does so in alignment with the submission lodged by National Disability Services (NDS), Australia's peak body for disability service organisations.

Purpose of this submission

This submission draws on Hartley's direct experience supporting people with disability living in Housing ACT-owned accommodation. It provides provider-level evidence relevant to the Committee's Terms of Reference, particularly in relation to:

- the condition and maintenance of SDA-related housing stock
- the long-term underutilisation of SDA funding available through participants' NDIS plans
- systemic issues arising from Housing ACT's role as owner and maintainer of disability housing

People with Disability living in substandard accommodation

Hartley has significant and ongoing concerns that some people with disability supported by Hartley are living in Housing ACT-owned dwellings that fall well below acceptable standards of safety, accessibility and habitability.

Hartley has documented dozens of unresolved and long-standing maintenance issues across Housing ACT properties, including water ingress, mould, electrical hazards, loss of essential services, accessibility failures and structural deterioration. Many of these issues have remained unresolved for months or, in some cases, years.

These conditions have direct and serious impacts on people with disability, including risks to physical health, mental wellbeing and personal safety. In several cases, the failure to complete timely repairs has resulted in dwellings becoming uninhabitable, requiring residents to be permanently displaced from their long-term homes.

Hartley's experience supports the concerns raised in the National Disability Services (NDS) submission that Housing ACT-owned disability accommodation does not consistently meet basic standards expected of public housing, let alone housing for people with high and complex support needs.

SDA funding left unclaimed for extended periods

Hartley is deeply concerned that SDA funding approved in participants' NDIS plans has gone unclaimed for extended periods – in some cases for more than seven years.

Hartley currently supports at least 44 participants living in Housing ACT-owned properties who have SDA funding included in their plans. Conservative estimates show that more than

$400,000 per year in SDA funding associated with these homes is not being accessed. Over many years, this represents millions of dollars in foregone funding.

This is funding that could have been used to address critical maintenance backlogs, remediate unsafe housing conditions, upgrade accessibility, and prevent homes from reaching a derelict condition. The ongoing failure to utilise available SDA funding represents a systemic missed opportunity to improve housing outcomes for people with disability in the ACT.

As highlighted through this report, people with disability living in ACT Housing owned dwellings are living in substandard housing conditions. Repairs and maintenance are not being completed appropriately or at all and have not been resolved for some time, leaving homes which fail to meet basic standards for liveability.

Structural issues with Housing ACT as a disability housing owner

Hartley's experience aligns with the views expressed by NDS that the current arrangements, where Housing ACT retains ownership and responsibility for disability housing assets, have not resulted in timely, accountable or disability-responsive outcomes.

Despite repeated reporting and escalation, Hartley has observed persistent failures in maintenance response, accountability and follow-through. These failures shift risk and pressure onto disability service providers and families and result in unsafe living environments for residents and unsafe workplaces for support staff.

Hartley considers that these outcomes reflect structural issues rather than isolated incidents.

Recommendations

Hartley Lifecare supports the reform directions outlined in the National Disability Services submission and recommends that the Committee consider the following:

1. Transfer of disability housing stock

   That ownership of Housing ACT dwellings used to house people with disability be transferred to capable community and not-for-profit housing providers with demonstrated expertise in disability housing.

2. Funding to accompany any transfer

   That any transfer of ownership include sufficient capital funding to remediate existing dwellings and bring them to at least the standard expected of safe, habitable public housing.

3. Utilisation of SDA funding

   That mechanisms be established to ensure SDA funding included in participants' NDIS plans is accessed and transparently reinvested into the dwellings in which participants live.

4. Clear accountability for disability housing outcomes

   That future arrangements embed clear accountability for maintenance, safety, accessibility and human-rights-based housing standards for people with disability.

Background / supporting evidence

Hartley currently has 43 outstanding maintenance issues on our internal maintenance register that have been reported to Havelock/Housing with an average outstanding time of 294 days. Systems are not working, and money is being spent without any results to many repairs and maintenance issues.

This background and evidence seeks to outline the systematic issues that have occurred over many years and has resulted in some people with disability having to move out of their home due to repairs and maintenance not being completed and the house being derelict.

Housing ACT provides tenants with published guidelines outlining repair and maintenance response and rectification timeframes based on the urgency of the work required. These are generally categorised as Urgent, Priority Next Day, Priority, and Normal repairs and can be referred to here: Repairs for public housing homes

Repair category	Description	Expected response / completion timeframe
Urgent repairs	Repairs required where there is an immediate danger to people or where the home may be further damaged if work is not carried out quickly. Programmed will attend to make the home safe.	Within 4 hours
Priority next day repairs	Repairs required when an essential service has failed. Programmed will attend to fix the problem or make the home safe.	By 6:00 pm the next day
Priority repairs	Repairs where the issue could affect health, safety or security if not fixed promptly.	Within 5 days
Normal repairs	Non-urgent repairs that do not pose an immediate risk. These may be completed within standard timeframes or scheduled into planned maintenance programs.	Within 20 days, or added to planned maintenance
Planned maintenance	Larger or non-urgent works programmed over a longer period and scheduled with tenants.	Usually within the next 12 months

While these guidelines set clear expectations, Hartley's experience is that response and rectification timeframes are frequently not met. In many cases, an initial attendance occurs only to assess the issue or make the situation temporarily safe, with full rectification delayed for extended periods without clear communication, escalation pathways, or accountability.

Key Issues Identified

1. Rectification timeframes far exceed published guidelines

Hartley regularly experiences situations where maintenance issues are correctly categorised as urgent or priority but are not fully rectified within Housing ACT's stated timeframes. While an initial response may occur, full repairs are often delayed for months or longer.

Example 1
Location: Stirling ACT – 5 bedroom house, 4 participants
Issue: Major leak during rain in main bathroom skylight
Duration outstanding: 6 years
Property Manager: Housing ACT

The main bathroom skylight at this property has leaked during periods of rain for approximately six years, resulting in water flowing onto bathroom floors and creating an ongoing and serious safety hazard for residents and staff.

The issue was first reported on 30 April 2020. Despite repeated follow-up over several years, the matter has not been resolved. During a routine follow up this issue appeared to have dropped off the portal resulting in Hartley re-lodging the issue with Housing ACT on 23 November 2023. This secondary lodgement triggered further contractor attendance. Between December 2023 and January 2024, multiple visits occurred, during which limited works were undertaken; however, the leak persisted following heavy rain. Subsequent contractor feedback identified that the skylight was cracked and required full replacement.

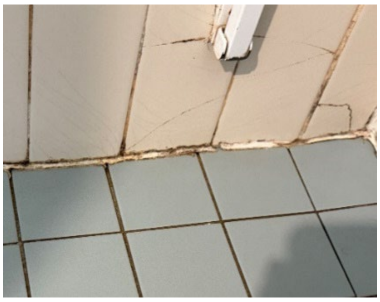
From February 2024 onward, the issue was repeatedly referred to the “planned” team, with no clear timeframe provided. Numerous follow-up emails and escalations were made throughout 2024 and 2025, resulting in multiple work orders being raised, re-raised, and referred back for further review without resolution. As at March 2026, despite escalation by Hartley and explicit advice that the bathroom was no longer safe, the issue remains unresolved and no timeframe for repair has been provided. While it’s hard to capture the full extent of the issue in photos, each time it rains water pours through the skylight into the house.

Example 2
Location: O'Connor ACT – 5 bedroom house, 4 participants
Issue: Black mould all over bathroom walls
Duration outstanding: 3 years, 7 months
Property Manager: Havelock
The bathroom at this property has been affected by persistent black mould for more than three years. Despite repeated cleaning by staff, the mould consistently returns, indicating an underlying moisture or structural issue that has not been addressed.

The issue was escalated in February 2023, with urgent requests made for mould remediation. A work order was raised for mould rectification and associated guttering and eaves works; however, the matter was referred to planned team with no rectification date provided. Throughout 2023, 2024, and 2025, Hartley followed up repeatedly, receiving consistent advice that the issue remained with the planned team and that no timeframe could be provided.

Despite some peripheral works occurring, the bathroom mould itself has never been resolved. At various points, Hartley was advised the work had been completed, only for staff to confirm that the mould issue remained present. As at March 2026, after more than three years of follow-up and multiple escalations, the issue remains unresolved.

Refer to photos over the page



Example 3:
Location: Waramanga ACT – 4 bedroom house, 2 participants
Issue: Loss of hot water to the property during winter months
Duration outstanding: 45 days
Property Manager: Havelock

In May 2025 this property was left without reliable hot water after the main hot water system failed. The issue was reported on 20 May 2025, and an initial contractor visit identified a fault and applied a temporary solution in the form of a small portable hot water unit. This temporary measure proved inadequate almost immediately, with water cooling rapidly and residents unable to showers during cold winter conditions due to the water running cold almost immediately.

Despite the issue being clearly identified as urgent, no timely rectification occurred. Throughout May and June 2025, Hartley staff repeatedly followed up with Havelock, who advised that they were escalating the issue to Programmed. Contractors repeatedly failed to attend as advised, and at one point Programmed incorrectly stated that the property was inaccessible, despite residents and staff being present daily and contact details having been repeatedly provided.

The issue escalated to the point where a client's guardian, formally intervened due to the unacceptable impact on the clients living at the house. Only after sustained escalation by Hartley and the guardian was it identified that responsibility for the works had been incorrectly split between two contractors, one of whom was based interstate, contributing to significant delays.

The main hot water system was finally repaired in early July 2025, more than a month after the initial failure.

2. Lack of Accountability

Maintenance issues are reported through Housing ACT's online portal, email, or phone. Hartley has consistently observed a lack of accountability once maintenance requests are lodged, particularly after initial contractor attendance.
A recurring and serious issue is that work orders are marked as closed by Programmed or Housing ACT despite the underlying maintenance issue not being resolved. In many cases, Hartley only becomes aware that a job has been closed when we follow up due to the issue persisting on site. This then requires the issue to be re-lodged, re-explained, and re-assessed, often restarting the process entirely and contributing to extended delays.
This practice creates a false record of resolution, obscures the true scale of outstanding maintenance, and places an unreasonable administrative and risk burden on Hartley staff and clients.

Example 1: Maintenance work incorrectly being marked as complete

- **O'Connor ACT – Emergency light and electrical works**
  Multiple electrical issues were raised and followed up over an extended period. Programmed records later indicated that the works had been completed. However, Hartley staff confirmed on site that the electrical issues had not been repaired. When Hartley requested work order numbers and contractor reports to verify the alleged completion, it became apparent that the issue remained unresolved and had to be re-raised, resulting in further delays.

- **Narrabundah ACT – Ceiling mould and leaking roof**
  A work order addressing mould and roof leaks was cancelled or marked closed due to an alleged lack of tenant response, despite Hartley having provided updated contact details and being present daily. Hartley only became aware the job was no longer active after following up due to the ongoing presence of mould and water ingress. The issue was subsequently re-lodged under a new work order number and remained unresolved for an extended period.

- **Stirling ACT – Bathroom skylight leak**
  Work orders relating to the leaking bathroom skylight detailed above, were repeatedly marked as completed or referred to planned works, despite ongoing water ingress during rain events. Hartley staff continued to report active leaks after jobs were shown as closed in the system, requiring repeated escalation and re-lodgement over several years.

These examples demonstrate a systemic issue where:
- Job closure does not reliably indicate rectification
- There is no consistent verification process before jobs are marked complete
- Responsibility for identifying unresolved works shifts to Hartley
- Re-lodgement becomes the default mechanism for progressing unresolved issues

This lack of accountability directly contributes to prolonged safety risks, deteriorating living conditions for people with disability, and unnecessary administrative burden on support staff.

Example 2: Extended vacancy following major works and loss of tenancy
Hartley has experienced situations where residents were required to vacate their home to allow major upgrades or repairs, with the expectation that works would be completed and residents could return within a reasonable timeframe. In this instance, prolonged delays and poor communication about when works would commence and be completed resulted in an extended vacancy period.

All tenants vacated the property by end of Dec 2024. However, no clear or reliable timeframe for the works was provided, and major works did not commence until late September 2025, many months after the property was vacated. During this period, Hartley received limited and inconsistent information about progress and expected completion dates.

Although Hartley was later advised that works had been completed, subsequent inspections identified that the property was not ready for reoccupation, with additional works still required. The cumulative impact of delayed commencement, unclear timelines, and incomplete handover ultimately meant that residents were unable to move back into that property, and were relocated permanently into their temporary accommodation.

This example highlights a significant accountability gap where delayed timeframes and poor communication during major works directly undermine tenancy stability and result in avoidable displacement.

Example 3: Wear and tear and landlord responsibility repairs incorrectly allocated to tenants
Hartley has identified a recurring issue where general wear and tear and repairs that are ordinarily landlord responsibilities are instead being treated as tenant-responsibility items.

In these cases, Hartley or tenants receive invoices for repair works without prior notice, explanation, or consultation and after the repair has been completed. There is typically no communication outlining why the repair has been deemed tenant-responsible, what assessment supports this decision, or whether there is any opportunity to query or dispute the charge. In many instances, the invoice is the first indication that costs are being passed on.

This approach is inconsistent with tenancy obligations under the *Residential Tenancies Act 1997 (ACT)*, which places responsibility for general wear and tear and reasonable repairs with the landlord, and is particularly concerning given the impact on tenants with disability.

Specific examples of this issue are outlined below.

- **Inconsistent classification of light switch damage as Tenant Responsibility Maintenance (TRM)**
  Hartley has observed repeated instances where damaged or broken light switches and switch covers are inconsistently classified as either landlord responsibility or tenant responsibility. Similar issues across different properties have been repaired by Housing ACT without issue, while others have been retrospectively marked as TRM and invoiced, with no clear explanation for the differing determinations. Despite multiple requests, Hartley has not received any guidance or criteria explaining how these decisions are made. This inconsistency creates uncertainty, undermines confidence in the maintenance process, and results in avoidable disputes and administrative burden.

- **Poor-quality installations later deemed tenant responsibility**
  Hartley has also experienced situations where low-quality or inappropriate repair methods were used during maintenance works, and subsequent failure of those fixtures was later classified as tenant responsibility. For example, in one property a toilet roll holder was installed using inappropriate fixings (drywall screws), leaving it loose and unstable from the outset. When the fixture eventually failed due to the poor installation, Hartley was advised that the repair would be treated as TRM. In these cases, the issue arises not from tenant damage, but from substandard workmanship or installation, yet the cost burden is shifted to tenants or support providers. This further highlights the lack of accountability for the quality of completed works and the absence of a fair, transparent process for determining responsibility.

3. Non-standard items

Hartley has identified recurring issues where improvements, fixtures, or systems that materially affect safety, comfort, and long-term sustainability of Housing ACT properties are classified as "non-standard". These classifications frequently shift cost, responsibility, and risk onto tenants or their representatives, despite the fact that such items are permanent improvements to the property and directly support minimum habitability and disability-related needs.

Two recurring examples illustrate this issue.

Example 1: Solar energy upgrades
Hartley has been advised that the installation and ongoing maintenance of rooftop solar systems on Housing ACT properties is the responsibility of the tenant or client if they wish to pursue solar upgrades. This position is taken despite solar installations being a permanent capital improvement to the dwelling that remains with the property and cannot be removed or transferred when a tenant exits.

Government guidance recognises that rooftop solar systems increase property value, reduce operating costs, and improve long-term sustainability of rental housing. For rental properties, approval to install solar must be granted by the property owner, as tenants do not own the roof or building structure. Rooftop solar is generally considered a property improvement and landlords benefit through increased asset value, improved tenant retention, and reduced emissions, even where tenants receive the day-to-day bill savings.

In the ACT, significant public investment is already being directed toward installing rooftop solar and batteries on social housing through the Social Housing Energy Performance Initiative, recognising that these upgrades deliver long-term benefits to both tenants and the public housing asset base.

Placing full responsibility for solar installation and maintenance costs on tenants creates a structural barrier for people with disability, who typically lack the capital to fund major building upgrades, and undermines broader government energy and cost-of-living objectives.

Example 2: Air-conditioning servicing and preventative maintenance
Hartley has been advised by Programmed that Housing ACT does not routinely service air-conditioning units and will only attend if there is a specific problem. This reactive approach has resulted in frequent breakdowns, extended periods without heating or cooling, and repeated disruption for residents with complex disability.

Under the *Residential Tenancies Act 1997 (ACT)*, landlords are required to maintain premises in a reasonable state of repair and ensure that provided amenities remain functional and fit for use. Legal guidance in the ACT confirms that this obligation applies to air-conditioning systems supplied with the premises and includes ongoing maintenance, not merely reactive repairs after failure.

Air-conditioning and cooling systems are explicitly recognised as essential services where their failure can constitute an urgent repair, particularly where health or safety may be affected. Preventative servicing is a standard asset-management practice designed to avoid repeated breakdowns, reduce long-term costs, and maintain habitability.

A position that excludes routine servicing but responds only after specific system issues is inconsistent with the intent of tenancy law and places avoidable hardship on residents, particularly those with disability who may be sensitive to temperature extremes or reliant on climate control for health reasons.

These examples demonstrate how “non-standard” classifications are being applied in ways that shift responsibility away from asset owners, increase reactive maintenance, and negatively impact residents’ safety, dignity, and quality of life.

4. Specialist Disability Accommodation funding (SDA)

There are two very specific components to Specialist disability accommodation (SDA)

1. Dwelling

SDA is a range of housing designed for people with extreme functional impairment or very high support needs. SDA dwellings have accessible features to help residents live more independently and allow other supports to be delivered better or more safely.

2. Client eligibility

SDA funding is only provided for NDIS participants who meet strict eligibility criteria. Participants eligible for SDA:

- have an extreme functional impairment or very high support needs
- meet the specialist disability accommodation needs requirement and the NDIS funding criteria

SDA funding in participant plans is used for dwellings, not services or supports.

SDA funding can be claimed and paid directly to SDA providers (Housing ACT in this case) to cover the building and maintenance costs.

Hartley supports 44 participants who have SDA funding available through their individual NDIS plans, living in ACT Housing properties. We are increasingly concerned that this funding is not being accessed by the registered property manager/landlord to conduct significant maintenance works throughout the houses. For example, SDA funding available has not been accessed from the participant plans living at all of the houses highlighted throughout this report. Please refer to table for figures:

House	SDA funding available per year
Rivett	$14,000+
Narrabundah	$16,000+
Isabella Plains	$80,000+
Waramanga	$70,000+
Stirling	$17,000+
Waramanga 2	$10,000+
Taylor	$19,000+
Fisher	$39,000+
Curtin	$7,000+
Ainslie	$24,000+
Fisher 2	$43,000+
O'Connor	$30,000+
O'Connor 2	$44,000+
Total:	$400,000+

This funding is for the maintenance of the properties however this money goes unclaimed from the NDIS by the property owners (ACT Government) year after year representing hundreds of thousands of dollars that could be used for the repairs and maintenance of the properties.

Conclusion:

Hartley Lifecare remains deeply concerned about the condition of Housing ACT properties occupied by people with disability and the systemic issues within the current maintenance model. Ongoing delays, lack of accountability, and inconsistent practices continue to result in unacceptable living conditions for people with disability.

Hartley Lifecare submits that people with disability have the same right as all ACT residents to live in safe, secure and well-maintained homes.

Hartley's experience demonstrates that this right has not been consistently realised for people with disability living in Housing ACT-owned accommodation. The long-term underutilisation of SDA funding, combined with chronic maintenance failures, has contributed to unacceptable outcomes for some of the ACT's most vulnerable residents.

This Inquiry presents an important opportunity to recommend structural reforms that improve accountability, ensure better use of public and NDIS funding, and deliver safer, more dignified housing outcomes for people with disability in the ACT.

Hartley Lifecare would be happy to discuss these issues further and work with all parties for a better system and better outcomes for people with disability.

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