



Inquiry into Annual and Financial Reports 2023–2024

Answer to question on notice

Asked by: Ms Chiaka Barry MLA

Addressed to: Yvette Berry MLA

Reference: Social Housing - maintenance/Community Services Directorate

Hearing: 11 February 2025

In relation to: Social Housing - maintenance

Question received: 18 February 2025

Answer Due: 26 February 2025

I have been advised on many occasions there are problems with the quality and timeliness of maintenance of social housing. In some cases, residents have contacted Social Housing Contractors, ACT Housing, Access Canberra and ACT Police all of whom have advised that they are not responsible for these problems.

1. Who is responsible for providing maintenance solutions for housing residents?
2. Who is responsible for providing maintenance or response where issues are identified in the environment surrounding social housing (such as within a housing complex or on a nearby street)?
3. Is there a 24/7, 365 day service provided for emergencies?
4. Why are some residents being advised that their maintenance issues are “not our responsibility”?
5. Is it acceptable for housing residents to be left in unsafe situations for extended periods waiting for critical maintenance?
6. Why does social housing demand payment up front for maintenance? Why is resident safety a second order issue to cost recovery?
7. Are residents compensated for delays in responding to housing maintenance issues, such as by waiver of their social housing contributions during the affected period?
8. How many complaints to the Ombudsman did the Directorate have to respond to in 2024, in relation to social housing maintenance?

9. Can you advise whether you consider that the ACT government has a real or implied duty of care to residents of social housing, and whether that duty of care is affected where those residents are living with disabilities?

Yvette Berry MLA: The answer to the Member's question is as follows:

1. The ACT Government utilises a fully outsourced Total Facilities Management (TFM) model of delivery. The TFM Agreement is led by Programmed Facility Maintenance (PFM), in partnership with Housing ACT (Community Services Directorate).
2. Repairs and maintenance of the social housing portfolio are managed under the TFM Agreement. In complexes where Housing ACT does not own the entire complex, common area maintenance may be the responsibility of a Strata Manager/Body Corporate. Housing ACT is not responsible for repairs and maintenance on properties it does not own, nor land or commons areas it does not own.
3. If there is an emergency, tenants are encouraged to contact 000 emergency services for assistance. This is in line with ACT Government advice to all members of the community.

If a tenant has a maintenance issue, they are encouraged to contact PFM in the first instance. PFM have a 24/7, 365-day call centre and will assist tenants with their maintenance request.

4. Some repairs are the responsibility of the tenant. Examples may include wilful damage to the property due to negligence, or damage caused by visitors or guests of the tenant. This is known as Tenant Responsible Maintenance (TRM); once incurred, the tenant is able to work with Housing ACT to relay the cost through a payment plan.
5. Under the TFM Agreement, responsive urgent safety repairs are attended to within 4 hours. If the works cannot be undertaken in a reasonable timeframe, tenants can be supported with alternative accommodation until the works are completed.

Responsive repairs and maintenance works are categorised as follows:

- Urgent 4 hour – Urgent repairs and maintenance work presenting as an immediate risk to health, safety or security, to be completed within 4 hours;
- Priority Next Day – Urgent repairs and maintenance work, which is likely to develop into a health, safety or security risk if not repaired, to be completed by 6:00pm the following day;

- Day 5 – Urgent repairs and maintenance work, to be complete within 5 calendar days; and
 - Day 20 – Works that are not critical or urgent and do not impact on the liveability of the home, to be completed within 20 calendar days.
6. The TFM Agreement is a reimbursable contract. PFM engage local subcontractors to complete repairs and maintenance work to the agreed standard, quality and timeframe. PFM are subsequently reimbursed for that work.
- Housing ACT and PFM do not demand upfront payment for any maintenance. Where maintenance is identified as a TRM, it is communicated to the tenant and invoiced to the tenant after the completion of works.
7. Existing tenants or members of the public may apply for compensation in relation to first-or third-party property damage, or personal injury. All claims under \$10,000 that do not have a personal injury element, are investigated by Housing ACT with a 60-day target for completion. These investigations are conducted in accordance with the Housing ACT Tenant and Third-Party Compensation policy. Housing ACT works closely with the claimant and other parties including Programmed (where required); Human Rights Commission; and the ACT Ombudsman's office. Following an investigation and assessment of claim by Housing ACT, the claim will either be accepted or rejected. Any claim with a contingent liability over \$10,000 or with a personal injury element are referred to the Government solicitor's office for advice and ACT Insurance Authority as a party to the claim.
8. Directorate responded to one complaint to the Ombudsman in 2023-24 financial year.
9. Under the *Residential Tenancies Act 1997*, the Landlords duty of care is to maintain the rental property in a reasonably fit and suitable condition for occupation. Ensuring it is in good repair, reasonably safe and secure which includes, carrying out necessary repairs particularly urgent ones when notified by the tenant.

OFFICIAL

Approved for circulation to the Standing Committee on Social Policy

Signature:

Minister for Homes and New Suburbs, Yvette Berry MLA

Date:

27/02/25