



Inquiry into annual and financial reports 2024–2025

Answer to question on notice

Asked by: Mr Thomas Emerson MLA

Addressed to: Minister for Homes, Homelessness and New Suburbs

Reference: HCSD - Housing ACT

Hearing: 10 November 2025

In relation to: Public housing head leasing arrangements

Question received: 14 November 2025

Answer Due: 25 November 2025

1. Can you provide a list of organisations engaged through head leasing arrangements with Housing ACT?
2. What are the standard lease conditions set out in these contracts?
3. What policies does Housing ACT have in place to ensure clear communication about future funding with organisations delivering these services?

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

1. The following organisations head lease properties from Housing ACT:

Abbeyfield Australia	Megalo Community
ACT CS Justice Housing Program	Mental Health Foundation ACT Limited
ACT Together	Richmond Fellowship
Argyle Community Housing Limited	Segais Incorporated
Barnardos Australia	Tamil Senior Citizens Association
Barton Association Inc.	Ted Noffs Foundation
Beryl Women Inc.	The Disability Trust
Community Housing Canberra	The Salvation Army
Conflict Resolution Service Inc.	The Society of St Vincent de Paul P/L
Domestic Violence Crisis Service Inc.	The Uniting Church Aust. Property Trust
Doris Women's Refuge Inc.	Toora Women Inc.

Everyman Australia Inc	Wellways Australia
Focus ACT Inc	Yedding Murra
Hartley Lifecare incorporated	Yerrabi Yurwang
Havelock Housing limited	Youth Justice and Adolescent Services (ACT Government)
Karalika	YWCA of Canberra
Karinya House	
Mackillop Family Services	
Marymead Catholiccare	

2. Health and Community Services Directorate (HCSD) has a number of relatively standard lease conditions when they establish a head lease with an organisation. These conditions include the following:
- a. Term of lease: this may be for a fixed period of years when linked to a Service Funding Agreement or may be a shorter timeframe depending on the individual circumstances.
 - b. Purpose of the lease: requirement for the Head Tenant to use the premises to provide the service and notify HCSD if service provision ceases.
 - c. Rental: outline of the rental model for the property and the associated amount of rebated rent the Head Tenant will pay to HCSD. This section also includes provisions for rental increase and timeframe for notifying the Head Tenant of increases.
 - d. Services to premises: outlines the Head Tenant is responsible for the provision of all power, heating, cooking fuel and telephone services, supplies and apparatus to the premises and associated charges.
 - e. Use of premises: requirement that premises are only to be used in accordance with Service agreement / Deed of Grant for the provision of services.
 - f. Repairs and Maintenance: HCSD is responsible for the property maintenance of all premises and has engaged a Territory Facility Manager to provide maintenance services.

The Head Tenant is responsible for facilitating, reporting and liaising with the Territory Facility Manager for property maintenance services for the premises. The Head Tenant is also responsible for conducting property condition inspections every 12 months and at the commencement and cessation of each tenancy.

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- g. Resident responsible maintenance: The costs of resident responsible maintenance, for example damage to the property, are to be paid for by the Head Tenant who in turn may attempt to recover the costs from the responsible Resident.
 - h. Indemnity and insurance: The Head Tenant will hold relevant insurances and indemnify the HCSD and employees or agents against all actions, suits, claims and demands of whatever kind and however they may arise (including negligence) during the period of this lease.
3. Within Homelessness Services, Housing ACT strives to commence discussions with organisations three months prior to conclusion of existing arrangements.

There are occasions where the timing of budget decisions can impact early discussions. These organisations may also receive funding from other areas across ACT Government for service delivery; however, Housing ACT would not always have visibility of those arrangements.

Approved for circulation to the Standing Committee on Social Policy

Signature:



Date:

12/12/16

By the Minister for Homes, Homelessness and New Suburbs, Ms Yvette Berry MLA