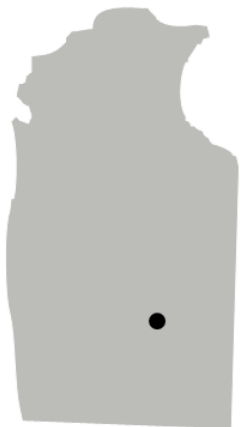


# Akngwertnarre

**Current State**  
March 2017



**Details**

**Region** Alice Springs  
**Lease** Special Purposes Lease 438 in perpetuity owned  
**Purpose** Communal Settlement, Camping and Ancillary

**Governance Structure**

- Original Leaseholder:** Akngwertnarre Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

**Current number of Houses** x 15

**Number of residents per room** x 1.1

Average number permanent residents per room not including visitors

**Recommendations**

**Legal and Legislative**

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

**Housing**

x 0

Number of replacement houses

Cost of replacement houses \$0

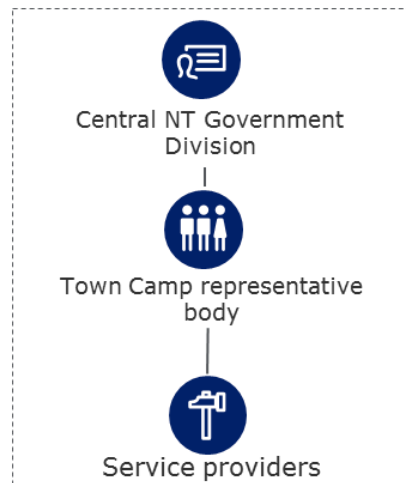
Deferred Maintenance Cost \$891,296

**Infrastructure**

Deferred Maintenance Costs \$71,000

Cost to meet Design standard \$1.4m

**Governance**



**Economic development opportunities**

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Akngwertnarre

### Executive Summary

<b>Land</b>	Special Purposes Lease 438 in perpetuity owned by Akngwertnarre Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is afforded to Aboriginal Associations incorporated under the Associations Act (NT)</li> <li>• Municipal infrastructure at Akngwertnarre is generally in either good or very good condition</li> <li>• Roads are in an overall poor condition</li> <li>• The sewer and water networks generally comply with relevant standards, however the location of the pipework is not within defined easements and does not comply with design standards</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is circa \$71,000.</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is circa \$1.4 million</li> <li>• The houses in Akngwertnarre were mostly of average and very good condition. However, the cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$891,296.</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathway to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended infrastructure works required can be found in the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

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- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic opportunity to support to the development of residents in transition
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### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants’ responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, “Handing on the Passion”. Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;

- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Akngwertnarre Association Incorporated
<b>Location</b>	79 Lovegrove Drive, Araluen, Alice Springs
<b>Land</b>	Lot 5150 Town of Alice Springs; CUFT Vol 747 Fol 785
<b>Type of underlying tenure</b>	Special Purposes Lease 438 (in perpetuity)
<b>Commencement date SPL/CL</b>	22 December 1977
<b>SPL/CL purpose</b>	Communal Settlement, Camping and Ancillary
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 438</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Easement: Water supply Easement to Power and Water Authority</li> <li>• Underlease to Northern Territory of Australia - expiring 02/12/2012 (Date Registered: 9 June 2010, Dealing No.: 728354)</li> <li>• Sublease to Executive Director of Township Leasing - expiring 02/12/2049 (Date Registered: 9 June 2010, Dealing No.: 728333)</li> </ul> <p>The following reservations are listed:</p> <ul style="list-style-type: none"> <li>• Reservation of right of entry and inspection</li> <li>• Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels</li> <li>• Reservation of power of resumption</li> <li>• Reservation of right of entry to provide and maintain water, sewer, electricity and other services on the leased land or on other lands</li> </ul> <p>Provisions include annual rent, late fees for overdue rent, forfeiture liabilities, compliance with covenants, conditions and regulations and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; erect, maintain and repair improvements; obtain written approval from the Minister for raising value of improvements, right of entry and obligations; implement and maintain facilities and infrastructure (drainage, electrical, water and sewage) in accordance with applicable standards; compliance with frontage area, set back areas and landscaping requirements; ensure that all electrical reticulation conforms with applicable regulations; properly dispose of waste in accordance with applicable standards; provide adequate firefighting equipment; submission of sketched plan for development to the Department of Lands and Housing prior to commencement of development; and compliance with applicable legislation, regulations and approved plans and specifications.</p> <p><b>2. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728333)</b></p> <p>Akngwertnarre Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the</p>



term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 Law of Property Act shall not apply to this lease.

#### **Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

#### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

#### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but

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shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728354)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel of land from 3 December 2009 to 2 December 2012 in consideration for \$1.00 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suits, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, confirms the registration of the underleases over the leases for Special Purpose Lease 438. The permitted use for Special Purpose Lease 438 is an aboriginal settlement, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;

- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- Transfer, sublet or assign the sublease; and
- Tenant, sublet or underlease in accordance with the permitted use.

### 5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

#### Level of Understanding

##### Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

##### Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned the house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

#### Compliance with lease conditions and legislation

There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.

#### Impediments in lease conditions and suggested amendments

Purpose of SPL is limited to Communal Settlement, Camping and Ancillary. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

#### Relevant legislation for land dealings; Legislative impediments; and

##### *Associations Act* (NT)

Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

##### *Special Purposes Leases Act* (NT)

**Suggested amendments**

Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.

Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the *Crown Lands Act* (NT).

**Planning Act (NT)**

Any proposed development on the land must comply with the *Planning Act, Regulations* and NT Planning Scheme.

The zoning rules for Community Living zone are:

- The primary purpose of Zone CL is to provide for community living.
- Residential accommodation may be temporary or permanent.
- There may be non-residential facilities for the social, cultural and recreational needs of residents.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

**Stronger Futures in the Northern Territory Act 2012 (Cth)**

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

**Native Title Act 1993 (Cth)**

The *Native Title Act* is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.

**Residential Tenancies Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the *Residential Tenancies Act* (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

**Housing Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

**Relevant legislation for lease holder** **Associations Act (NT)**

**Level of support provided to lease holder and suggested amendments**

No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

## Municipal and essential infrastructure

### Summary

The Akngwertnarre (or Morris Soak) community is located north-west of Alice Springs. The community consists of 15 residential dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Akngwertnarre is generally in either good or very good condition with the exception of the roads which are in an overall poor condition. The water, sewer and electrical infrastructure was recently upgraded as part of the SIHIP program. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network complies with relevant standards. The sewer network has sufficient capacity for the current number of houses. No upgrades are recommended for the current use.

The water network generally complies with relevant standards and the capacity of the DN150 ring main is sufficient. The community is viewed overall as a large single lot and so it is proposed to have the water usage measured accordingly. In order to measure the water usage as a single lot, a bulk water meter is recommended to be installed, along with associated works to create a single supply point to the community. Additionally, residential lot water meters should be located on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

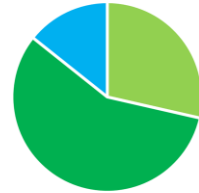
It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures at Morris Soak include a BBQ area and a playground, both of which are in very good condition.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is available to residents via satellite on application to an appropriate NBN access provider.

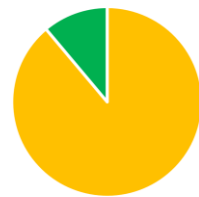
Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



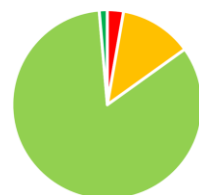
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Akngwertnarre community:

#### **Sewerage**

- No works required

#### **Water supply**

- Clear dirt from two fire hydrants
- Disconnect secondary supply points and loop endpoints
- Install new DN150 bulk water meter at community boundary
- Install 15 new residential lot water meters

#### **Roadworks**

- Repair 40 m<sup>2</sup> of surface cracking
- Repair 100 m of edge breaks
- Fill and reseal one pothole
- Replace three signs
- Clean entrance sign

#### **Stormwater drainage**

- Construct kerb and gutters, side entry pits, and underground drainage.
- Clear blockages from letterbox pit
- Clear blockages from swale

#### **Community structures**

- General clean up around BBQ and playground area

#### **Electrical services**

- Replace two 70W street lights
- Replace one switchboard
- Replace two switchboards associated to dwellings
- Install new street lighting - approximately 18 poles

#### **Communications**

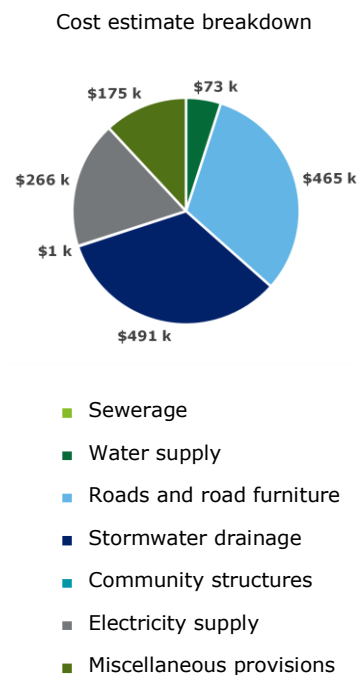
- No works are required because NBN is available to residents on application to an appropriate NBN access provider.



### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 0
Water supply	\$ 1,000	\$ 72,000
Roadworks	\$ 39,000	\$ 426,000
Stormwater drainage	\$ 5,000	\$ 486,000
Community structures	\$ 1,000	\$ 0
Electrical	\$ 9,000	\$ 257,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 16,000	\$ 159,000
<b>Total (including GST)</b>	<b>\$ 71,000</b>	<b>\$ 1,400,000</b>
<b>Grand total</b>	<b>\$ 1,471,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Akngwertnarre was surveyed on the 23rd of November 2016 and again on the 13th and 14th of March, 2017. 11 funded dwellings<sup>1</sup> were identified by the client, 15 were identified on site.

### Current state of play

#### Housing summary and condition

There is a range of housing stock in Akngwertnarre varying from 5-10 years old to over 20 years old. 40% of houses were considered to be of average condition, 53% were considered to be in very good condition and 7% were of excellent condition. However, this rating does not take into account the cleanliness of the residences, and does not mean they comply with the Residential Tenancies Act. Majority of the houses are ground level blockwork construction with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

#### Flooding

Anecdotally, 4 of the houses were said to flood.

#### Visitors

Of the dwellings to which we were permitted access, 1 had 6 visitors. The residence with 6 visitors was a 4-bedroom home with 1 permanent resident, resulting in 1.75 people per room and 7 people per toilet which would present significant strain on the amenities.

#### Overcrowding

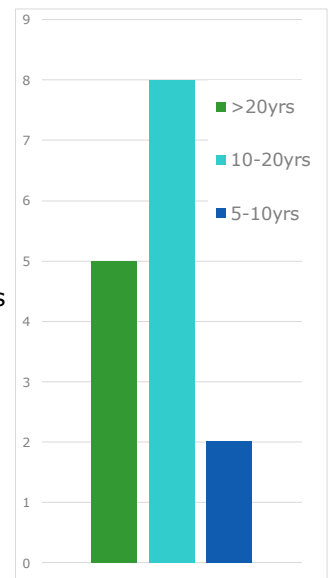
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

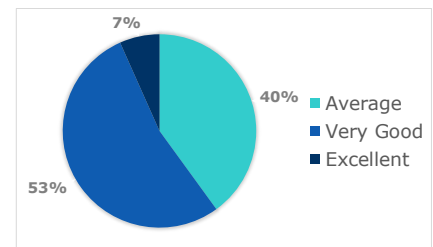
The data analysis of the community shows that on average there were 1.1 residents per bedroom and 4 per toilet. Of the individual houses surveyed, the maximum recorded occupancy was 2.75 people per room and 11 people per bathroom and toilet. This places a significant strain on amenities.

#### Disabilities

Of the residents recorded, 2 were listed as having disabilities. Both resided in houses without ambulatory services. 4 houses were identified in Akngwertnarre as having appropriate ramps and grab rails in the wet areas.



Akngwertnarre - Age Summary



Akngwertnarre - Condition Summary

<sup>1</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

### Smoke alarms

Of the houses surveyed internally in Akngwertnarre, 1 was identified as having a non-serviceable smoke alarm.

### Asbestos

In the houses reported to be over 20 years old, the presence of asbestos is likely. This material is considered safe if it is not disturbed.

### Security

Of the houses we gained access to, 2 had non-serviceable doors and 1 had a non-serviceable window. The houses in Akngwertnarre were surrounded by fences that ranged from average to good condition.

### Recommended Works

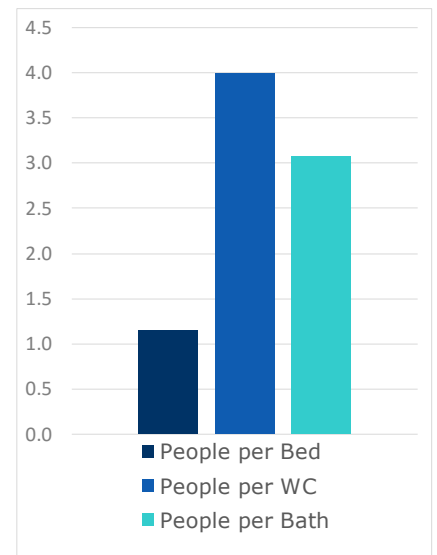
The houses in Akngwertnarre were mostly of average to excellent condition. However, the cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to standards a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets of the Town Camp to meet the standards of the Residential Tenancy Act is \$891,296. This includes margins adjustment and GST.

### Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



## Economic Development

<b>Social issues and themes voiced by residents</b>	<ul style="list-style-type: none"> <li>• Lease &amp; Governance details are complex and difficult to understand</li> <li>• Slow response to repairs and maintenance needs</li> <li>• Sentiments by residents of broken promises</li> </ul>
<b>Economic Development Opportunities</b>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<b>Economic Aspirations</b>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</p>
<b>Investment Opportunities</b>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> <li>• Certainty of ownership</li> <li>• Commercially viable income streams</li> <li>• Active market for any equity interests</li> </ul> <p>When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.</p> <p>The Akngwertnarre Town Camp currently does not meet the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.</p>
<b>Home Ownership Opportunities</b>	<p>Currently, there is no pathway to home ownership for residents within Akngwertnarre Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents, limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

## Governance

### **Governance Structure**

The current governance structure within Akngwertnarre Town Camp begins with the original leaseholder Akngwertnarre Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### **Service Delivery Payment Arrangements**

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>2</sup>

For the financial year to date the Akngwertnarre Town Camp is paying approximately 93% of the total rent charged to Town Camp residents.<sup>3</sup>

### **Essential Services Payment Arrangements**

Akngwertnarre Town Camp essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>4</sup>

<sup>2</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>3</sup> This information was provided by the Department of Housing and Community Development

<sup>4</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Anthelk Ewlpaye

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity

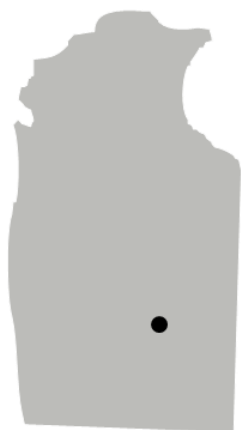


Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Special Purposes Lease 426 in perpetuity owned
Purpose	Aboriginal Communal Purposes

### Governance Structure

- Original Leaseholder:** Anthelk-Ewlpaye Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingerkerke Outstation Resource Services
- Maintenance:** Panel of Contractors

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred Maintenance Cost  
\$1.21m

### Infrastructure

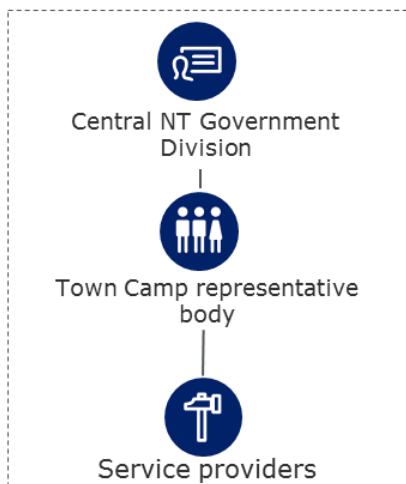


Deferred Maintenance Costs  
\$188,000



Cost to meet Design standard  
\$4.214m

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Anthelk Ewlpaye (Charles Creek)

### Executive Summary

<b>Land</b>	Special Purposes Lease 426 in perpetuity owned by Anthelk-Ewlpaye Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is afforded to Aboriginal Associations under the Associations Act (NT)</li> <li>• Municipal infrastructure at Anthelk Ewlpaye is generally in poor to good condition</li> <li>• The sewer network generally complies with relevant standards however there are instances of non-compliance</li> <li>• The water network generally does not comply with relevant standards</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is circa \$188,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is circa \$4.21 million</li> <li>• The houses in Anthelk Ewlpaye were of average to very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$1.12 million</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended infrastructure works required can be found in the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

- 
- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
-



## Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere

helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more

likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;

- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

### Land Tenure, Leasing and Legislation

<b>Owner</b>	Anthelk-Ewlpaye Association Incorporated
<b>Location</b>	Stuart, Alice Springs
<b>Land</b>	Lot 3702 Town of Alice Springs; CUFT Vol 747 Fol 787
<b>Type of Tenure</b>	Special Purposes Lease 426 (in perpetuity) (jointly covers Hoppys and Kunoth town camps also)
<b>Commencement date SPL/CL</b>	12 August 1977
<b>SPL/CL Purpose</b>	Aboriginal Communal Purposes
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 426</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 02/12/2012 (Date Registered: 9 June 2010, Dealing No: 728359)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 02/12/2016 (Date Registered: 9 June 2010, Dealing No: 728336)</li> </ul> <p>The following reservations are listed:</p> <ul style="list-style-type: none"> <li>• Reservation of right of entry and inspection</li> <li>• Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels</li> <li>• Reservation of power of resumption</li> <li>• Reservation of right of entry to provide and maintain water, sewer, electricity and other services on the leased land or on other lands</li> </ul> <p>Provisions include annual rent, late fees for overdue rent, forfeiture liabilities, compliance with covenants, conditions and regulations and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; erect, maintain and repair improvements; obtain written approval from the Minister for raising value of improvements, right of entry and obligations; implement and maintain facilities and infrastructure (drainage, electrical, water and sewage) in accordance with applicable standards; compliance with frontage area, set back areas and landscaping requirements; ensure that all electrical reticulation conforms with applicable regulations; that adequate firefighting equipment shall be provided on the site and be easily accessible; the site be dust suppressed and drained for storm water; that minimal campsite facilities of water closets, showers, hot and cold water be available separately for males and females.</p>

**2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728336)**

Anthelk-Ewlpaye Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 Law of Property Act shall not apply to this lease.

**Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

**Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

**Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee

- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - d. Allow Sublessee to alter, remove or demolish existing improvements
  - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
  - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
  - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
  - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
-

- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

Three letters from the Minister for Planning and Lands, all dated 29 July 2009, are attached to the Sublease consenting to the registration of Special Purposes Lease 426 for Aboriginal communal purposes for Lots 1733, 3702 and 3704.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728359)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcels from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 Law of Property Act shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease

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- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
  - q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
  - r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
  - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
  - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent for the registration of the underleases over the leases for Special Purpose Lease 438. The permitted use for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**



The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

### 5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the Residential Tenancies Act (NT) and Housing Act (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the Housing Act;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

#### Level of Understanding

##### Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

##### Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

#### Compliance with lease conditions and legislation

There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.

#### Impediments in lease conditions and suggested amendments

Purpose of SPL is limited to Aboriginal Communal Purposes. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

<p><b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b></p>	<p><b>Associations Act (NT)</b>                  Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p><b>Special Purposes Leases Act (NT)</b>                  Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.                  Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.                  Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the Crown Lands Act (NT).</p> <p><b>Planning Act (NT)</b>                  Any proposed development on the land must comply with the Planning Act, Regulations and NT Planning Scheme.                  The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> <li>• There may be non-residential facilities for the social, cultural and recreational needs of residents.</li> </ul> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><b>Stronger Futures in the Northern Territory Act 2012 (Cth)</b>                  Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p><b>Native Title Act 1993 (Cth)</b>                  The Native Title Act is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p> <p><b>Residential Tenancies Act (NT)</b>                  Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.                  If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p> <p><b>Housing Act (NT)</b>                  Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.</p>
<p><b>Relevant legislation for lease holder</b></p>	<p><i>Associations Act (NT)</i></p>
<p><b>Level of support provided to lease holder and suggested amendments</b></p>	<p>No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.</p>

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Recommend transfer to incorporation under the Corporations (*Aboriginal and Torres Strait Islander*) Act 2006 (Cth).

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## Municipal and essential infrastructure

### Summary

The Anthelk Ewlpaye (or Charles Creek) community is located just north of Alice Springs CBD. The community consists of 24 dwellings, which are serviced by a formal road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Anthelk Ewlpaye is generally in poor to good condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally complies with relevant standards however the alignment of the pipe is not compliant. The sewer network has sufficient capacity for the current number of houses. No upgrades are recommended for the current use.

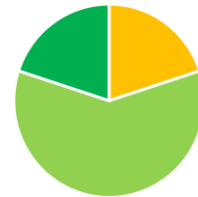
The water mains servicing Charles Creek are part of the PWC network, although they do not comply with current standards. The DN150 water main is, however expected to have sufficient capacity. Charles Creek water reticulation is not isolated to the town camp, as it also services the neighbouring communities of Hoppys and Kunoth as well as continuing through to other areas of Alice Springs. Therefore, the water usage cannot be measured using bulk water meters. It is intended that Charles Creek community has an isolated water main, however this requires a bypass water main to be installed which is not expected to be economically viable. The proposed upgrades include installing lot water meters covering the connection to each property as well as additional fire hydrants to increase coverage.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

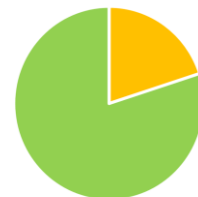
The community structures at Charles Creek included a basketball court and two playgrounds in poor condition, and a BBQ area and bubblers in very poor condition. Repairs and maintenance are required to bring these assets up to a good working standard.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Sewerage infrastructure condition



Water infrastructure condition



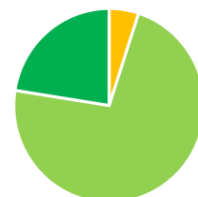
Road infrastructure condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

The NBN rollout map confirms that NBN is available to residents on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Anthelk Ewlpaye community:

#### **Sewerage**

- No immediate maintenance works or upgrades required

#### **Water supply**

- Clear overgrown grass from one residential lot water meter
- Repaint two fire hydrants
- Install four new fire hydrants
- Install up to an additional 22 residential water meters

#### **Roadworks**

- Complete total reseal of 45 m<sup>2</sup> to repair the serious surface failure
- Repair 200 m of edge breaks
- Fill and reseal 26 potholes
- Repair 370 m<sup>2</sup> of surface, longitudinal and transverse cracking
- General clean up (removal of rubbish/dirt) of 1400 m of road reserve
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerbs and gutters, side entry pits, and underground drainage pipes.

#### **Community structures**

- General clean and maintenance of the basketball court
- Seal area surrounding basketball court
- Repaint lines on basketball court
- New net for basketball ring
- General clean and maintenance of the BBQ area
- Repair BBQ
- Patch holes in shade sail over BBQ area and one of the playgrounds
- Repair the bubbler and return to working order

- General clean and maintenance of both playgrounds
- General maintenance of both playground to ensure all equipment is working
- Repaint of all playground equipment in both playgrounds

**Electrical services**

- Replace two 70W street lights
- Install new street lighting - approximately 70 poles

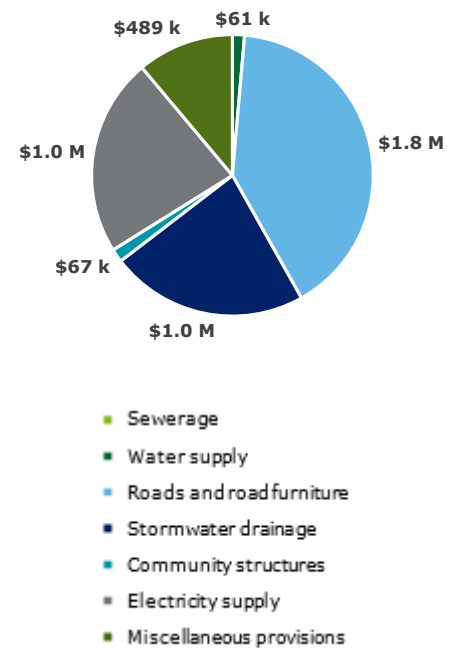
**Communications**

- No works are required because NBN is available to residents on application to an appropriate NBN access provider.

**Cost estimates**

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 0
Water supply	\$ 1,000	\$ 60,000
Roadworks	\$ 89,000	\$ 1,692,000
Stormwater drainage	\$ 0	\$ 1,001,000
Community structures	\$ 67,000	\$ 0
Electrical	\$ 2,000	\$ 1,001,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 29,000	\$ 460,000
<b>Total (including GST)</b>	<b>\$ 188,000</b>	<b>\$ 4,214,000</b>
<b>Grand total</b>	<b>\$ 4,402,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Anthelk Ewlpaye was surveyed on the 17th and 25th of January 2017. The survey team returned again on the 14th of March 2017. Whilst 17 funded dwellings<sup>5</sup> were identified by the client, 10 were identified on site.

### Current state of play

#### Housing summary and condition

The age of the housing stock is varying from 10-20 years old to over 20 years old. 60% were considered to be of average condition, whilst 40% were considered to be in very good condition. These ratings do not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. Majority of the houses were of blockwork construction on a concrete slab with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

#### Flooding

Anecdotally 1 of the houses were said to flood.

#### Visitors

Of the dwellings to which we were permitted access, 12 had visitors ranging from 2 to 6 people. The residence with 6 visitors was a two-bedroom home with 3 permanent residents, resulting in 4.5 people per room and 9 people per toilet which would present significant strain on the amenities.

#### Overcrowding

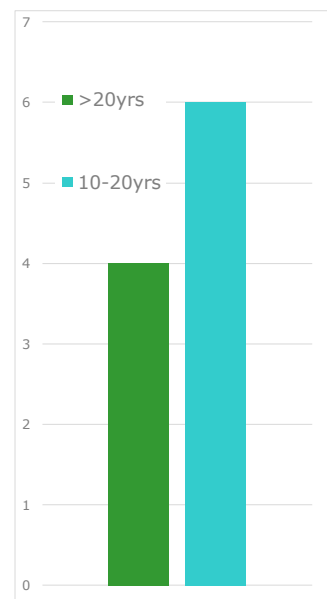
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

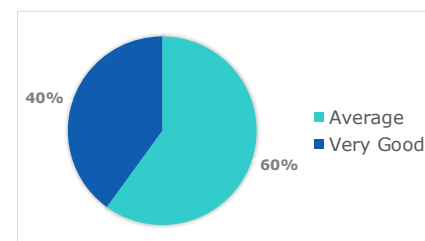
The data analysis of the community shows that on average there were 0.9 residents per bedroom and 2.6 per toilet. Of the individual houses surveyed, the maximum recorded occupancy was 4.5 people per room and 9 people per toilet. This house was said to accommodate 3 permanent residents and 6 visitors.

#### Disabilities

Of the residents recorded, none were listed as having disabilities. 3 houses were identified as having appropriate grab rails in the wet areas and 2 had ramps to access the residence.



Anthelk Ewlpaye – Age of Housing



Anthelk Ewlpaye - Condition Summary

<sup>5</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

### Smoke alarms

Of the houses surveyed internally in Anthelk Ewlpaye, 2 were identified as having non-serviceable smoke alarms.

### Asbestos

4 of the houses were reported to be over 20 years old. The presence of asbestos in these residences is likely.

### Security

Of the houses we gained access to, 3 had non-serviceable doors. 4 had non-serviceable windows. All the houses in Anthelk Ewlpaye were surrounded by fences that ranged in condition.

### Recommended Works

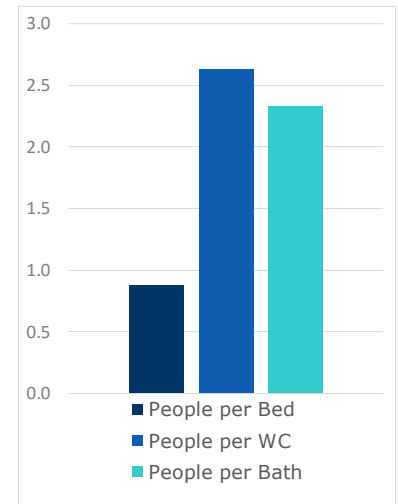
The houses in Anthelk Ewlpaye were of average to very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Anthelk Ewlpaye (Charles Creek) to meet the standards of the Residential Tenancy Act, is \$1,121,449. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

### Asbestos Recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Anthelk Ewlpaye – Amenities



## Economic Development

<b>Social issues and themes voiced by residents</b>	<ul style="list-style-type: none"> <li>• Lease &amp; Governance details are complex and difficult to understand</li> <li>• Slow response to repairs and maintenance needs</li> <li>• Sentiments by residents of broken promises</li> </ul>
<b>Economic Development Opportunities</b>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<b>Economic Aspirations</b>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</p>
<b>Investment Opportunities</b>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> <li>• Certainty of ownership</li> <li>• Commercially viable income streams</li> <li>• Active market for any equity interests</li> </ul> <p>When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.</p> <p>The Anthelk Ewlpaye Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.</p>
<b>Home Ownership Opportunities</b>	<p>Currently, there is no pathway to home ownership for residents within Anthelk Ewlpaye Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>



## Governance

### **Governance Structure**

The current governance structure within Anthelk Ewlpaye Town Camp begins with the original leaseholder Anthelk-Ewlpaye Association Incorporated. This association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### **Service Delivery Payment Arrangements**

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>6</sup>

For the financial year to date the Anthelk Ewlpaye Town Camp is paying approximately 99% of the total rent charged to Town Camp residents.<sup>7</sup>

### **Essential Services Payment Arrangements**

Anthelk Ewlpaye Town Camp essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>8</sup>

<sup>6</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>7</sup> This information was provided in consultation with the Department of Housing and Community Development

<sup>8</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Anthepe

## Current State

March 2017

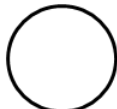
Legal and Legislative



Housing



Infrastructure



Economic Opportunity

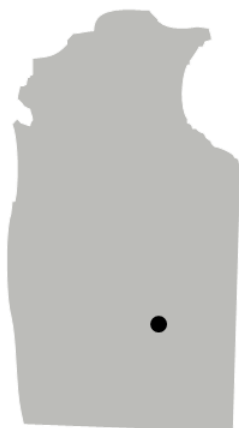


Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Special Purposes Lease 412 in perpetuity owned
Purpose	Aboriginal Communal Purposes

### Governance Structure

- Original Leaseholder:** Anthepe Housing Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

**Current number of Houses**



**Number of residents per room**



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred Maintenance Cost  
\$1.32m

### Infrastructure

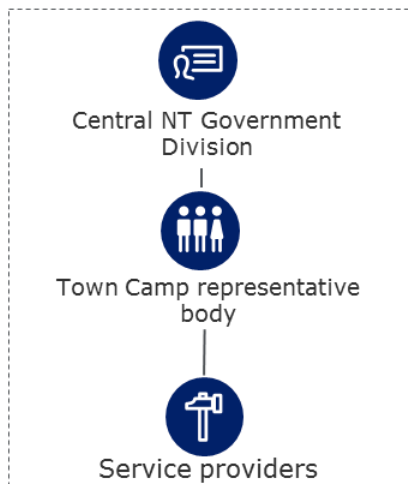


Deferred Maintenance Costs  
\$0



Cost to meet Design standard  
\$3.52m

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Anthepe

### Executive Summary

<b>Land</b>	Special Purposes Lease 412 in perpetuity owned by Anthepe Housing Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is afforded to Aboriginal Associations under the Associations Act (NT)</li> <li>• The sewer network generally complies with relevant standards however there are instances of non-compliance</li> <li>• The water network generally does not comply with relevant standards</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is circa \$3.52 million</li> <li>• The houses in Anthepe ranged from very poor to excellent conditions, however the cleanliness of the properties presents serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$1.3 million</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended infrastructure works can be found in the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• An independent body charged with the improvement of living conditions in Town Camps should be formulated</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

- 
- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
- 

### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants’ responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition the use a term they wanted include in their vision, “Handing on the Passion”. Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;



- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

### Land Tenure, Leasing and Legislation

<b>Owner</b>	Anthepe Housing Association Incorporated
<b>Location</b>	80 Karnte Road, Arumbera
<b>Land</b>	Lot 5146 Town of Alice Springs; CUFT Vol 747 Fol 783
<b>Type of Tenure</b>	Special Purpose Lease 412 (in perpetuity)
<b>Commencement date SPL/CL</b>	8 November 1976
<b>SPL/CL Purpose</b>	Aboriginal Communal Purposes
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 426</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 02/02/2012 (Registered on 09/06/2010, Dealing No. 728349)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (registered on 09/06/2010, Dealing No. 728326)</li> </ul> <p>The following reservations are listed:</p> <ul style="list-style-type: none"> <li>• Reservation of right of entry and inspection</li> <li>• Reservation of all minerals, mineral substances and ores in or under the land including gems, stones, sands, valuable earths and fossil fuels</li> <li>• Reservation of power of resumption</li> <li>• Reservation of right of entry to provide and maintain water, sewer, electricity and other services on the leased land or on other lands</li> </ul> <p>Provisions include annual rent, late fees for overdue rent, forfeiture liabilities, compliance with covenants, conditions and regulations and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent (annually in advance; use land for intended purposes specified in the lease; erect, maintain and repair improvements; payment of all rates and taxes which may become due; observation and compliance with all statutory regulations; that improvements to the said land be commenced by 1 January 1978; obtain written approval from the Minister for raising value of improvements the site be dust suppressed and drained for storm water; that all internal roads will be of good all-weather</p>

construction; no building or vehicle or structure be within 5 meters from the Railway Reserve and not within 6 meters of any other boundary; approved sewerage treatment and disposal in accordance with directions by the Director of Health; amenities be available for every 10 camping sites or part thereof; lessee to submit plans for the development of the site to the Urban Development and Town Planning Branch.

**2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728326)**

Anthepe Housing Association Incorporated (Owner/Sub-Lessor) grants an interest in the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee) Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

**Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

**Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

**Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease

- 
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
  - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
  - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
  - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
  - m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
  - o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
  - p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
  - q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
  - r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
  - s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> years of this sublease
  - t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
  - u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
  - v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
  - w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
  - x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - d. Allow Sublessee to alter, remove or demolish existing improvements
-

- 
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
  - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
  - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
  - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
  - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
  - j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
  - k. To provide quiet enjoyment of the premises
  - l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 426 for Aboriginal communal purposes for Lot 5146 Town of Alice Springs.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728349)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
  - b. To comply with Lease and Sublease terms and conditions
  - c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
  - d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
  - e. To comply with applicable laws, government agency notices and/or planning scheme requirements
  - f. To comply with lease terms and conditions
  - g. To use land for intended lease purposes
  - h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
  - i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or
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injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services

- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land

- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

#### **5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy**

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

### **Level of Understanding**

#### **Owner – rights and responsibilities**

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

#### **Residents – understanding of lease arrangement**

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a

	complete lack of understanding (for example, thinking they owned the house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).
<b>Compliance with lease conditions and legislation</b>	There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.
<b>Impediments in lease conditions and suggested amendments</b>	Purpose of SPL is limited to Aboriginal Communal Purposes. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.
<b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b>	<p><b>Associations Act (NT)</b></p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p><b>Special Purposes Leases Act (NT)</b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the Crown Lands Act (NT).</p> <p><b>Planning Act (NT)</b></p> <p>Any proposed development on the land must comply with the Planning Act, Regulations and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> <li>• There may be non-residential facilities for the social, cultural and recreational needs of residents.</li> </ul> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><b>Stronger Futures in the Northern Territory Act 2012 (Cth)</b></p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p><b>Native Title Act 1993 (Cth)</b></p> <p>The <i>Native Title Act</i> is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p> <p><b>Residential Tenancies Act (NT)</b></p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.</p> <p>If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p> <p><b>Housing Act (NT)</b></p>

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Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

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**Relevant legislation for lease holder** *Associations Act (NT)*

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**Level of support provided to lease holder and suggested amendments** No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.  
Recommend transfer to incorporation under the Corporations (*Aboriginal and Torres Strait Islander*) Act 2006 (Cth).

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## Municipal and essential infrastructure: – Aurecon

### Summary

The Anthepe community is located south of Alice Springs. The community consists of 15 residential dwellings, which are serviced by a formal road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services could not be assessed at Anthepe due to ceremonies taking place. The condition of the infrastructure could therefore not be assessed, and the analysis was limited to a desktop study.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and information.

The sewer network generally complies with relevant standards, however the location of the pipework is not within defined easements and does not comply. The sewer network has sufficient capacity for the current number of houses. No upgrades are recommended for the current use.

The water reticulation is undersized according to relevant standards. Furthermore, the DN100 water mains have insufficient capacity for fire flow demands. It is recommended that the network is upgraded to a DN150 PVC looped water main. The community is viewed overall as a large single lot and so it is proposed to have the water usage measured accordingly. In order to measure the water usage as a single lot, a bulk water meter is recommended to be installed on the upgraded water main. Additionally, residential lot water meters should be located on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

No community structures were inspected at Anthepe.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is available to residents via satellite on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

Sewerage infrastructure condition (sewage pump station only)



Electrical infrastructure condition (sewage pump station only)



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Anthepe community:

#### **Sewearge**

- Upgrade network to DN150 PVC reticulation main, including new manholes, house connections and connection to existing pump station.

#### **Water supply**

- Replace existing network with DN150 ring main, approximately 500 m
- Install DN150 bulk water meter and community boundaries

#### **Roadworks**

- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerbs and gutters, side entry pits, and underground drainage

#### **Community structures**

- No upgrades required

#### **Electrical services**

- Install new street lighting - approximately 35 poles

#### **Communications**

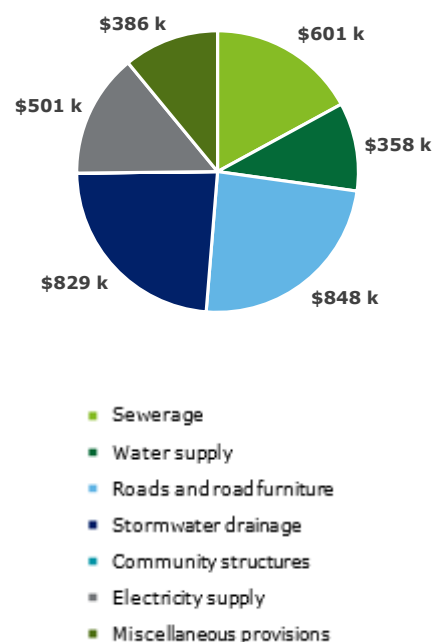
- No works are required because NBN is available to residents via satellite on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Note the required maintenance works could not be determined since Anthepe could not be inspected.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 601,000
Water supply	\$ 0	\$ 358,000
Roadworks	\$ 0	\$ 848,000
Stormwater drainage	\$ 0	\$ 829,000
Community structures	\$ 0	\$ 0
Electrical	\$ 0	\$ 501,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 0	\$ 386,000
<b>Total (including GST)</b>	<b>\$ 0</b>	<b>\$ 3,523,000</b>
<b>Grand total</b>	<b>\$ 3,523,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Anthepe was surveyed between the 19th and 24th of January 2017 and on the 15<sup>th</sup> of March 2017. 15 funded dwellings<sup>9</sup> were identified by the client and all of them were identified on site.

### Current state of play

#### Housing summary and condition

The majority of the housing stock is 10 to 20 years old. 40% of the houses were considered to be in a very good condition and 46% were considered to be in average condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of houses have been constructed in blockwork on a concrete slab with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

#### Smoke alarms

Of the houses surveyed internally in Anthepe, 4 houses were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, none of the houses in Anthepe is said to flood.

#### Visitors

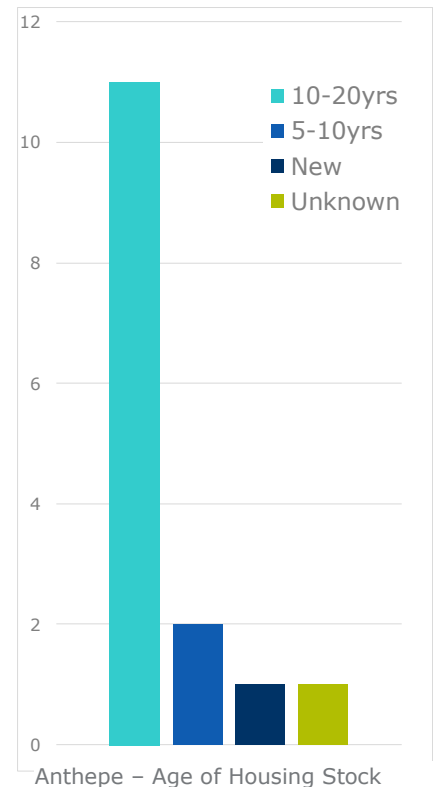
Of the dwellings to which we were permitted access, 4 houses had visitors ranging from 1 to 6 people. The residence with 6 visitors was a 3-bedroom home with 3 permanent residents, resulting in 3 people per room and 9 people per toilet, which would place significant strain on amenities.

#### Overcrowding

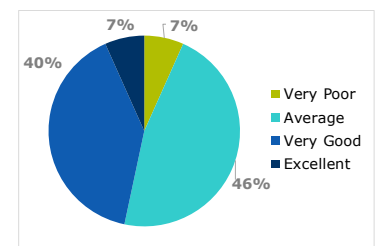
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there are 1.4 residents per bedroom and 3.5 per toilet. The individual house analysis shows a maximum recorded occupancy of 2.7 people per room and 8 people per toilet. Whilst the figures shown on the average occupancy are reasonable, the maximum occupancy reveals a significant strain is placed on amenities.



Anthepe - Age of Housing Stock



Anthepe - Condition Summary

<sup>9</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

### Disabilities

Of the residents recorded, 2 residents were identified as having disabilities. Both of the dwellings that housed disabled residents had ramps and appropriate grab rails in the wet areas. 4 additional houses in Anthepe were equipped with grab rails.

### Asbestos

Since all of the houses were reported to range from 10 to 20 years or younger, the presence of asbestos is unlikely. Physical inspection revealed no indications of the presence of asbestos.

### Security

Of the houses we were permitted access, 7 did not have serviceable doors and 3 did not have serviceable windows. Most houses in Anthepe had fences which were of average condition. Only house 1 did not have a gate and was not fenced.

### Recommended Works

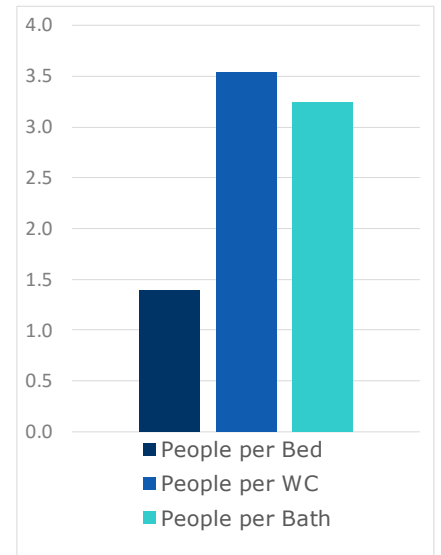
Although the condition of the houses in Anthepe range from very poor to excellent condition the cleanliness of the properties presents serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit.

The estimated cost to upgrade the current housing assets in Anthepe to meet the standards of the Residential Tenancy Act, is \$1,324,477. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

### Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Anthepe - Amenities

## Economic Development

### Social issues and themes voiced by residents

- Lease & Governance details are complex and difficult to understand
- Slow response to repairs and maintenance needs
- Sentiments by residents of broken promises

### Economic Development Opportunities

Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.

This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.

Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.

For detailed rationale and recommendations see the Economic Development section of the report.

### Economic Aspirations

Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.

Workshop participants want a housing program that is locally based and employs local residents.

### Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.

The Anthepe Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.

It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.

### Home Ownership Opportunities

Currently, there is no pathway to home ownership for residents within Anthepe Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

## Governance

### **Governance Structure**

The current governance structure within Anthepe Town Camp begins with the original leaseholder Anthepe Housing Association Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### **Service Delivery Payment Arrangements**

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>10</sup>

For the financial year to date the Anthepe Town Camp is paying approximately 83% of the total rent charged to Town Camp residents.<sup>11</sup>

### **Essential Services Payment Arrangements**

Anthepe Town Camp essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>12</sup>

<sup>10</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>11</sup> This information was provided in consultation with the Department of Housing and Community Development

<sup>12</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Iparpa

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity

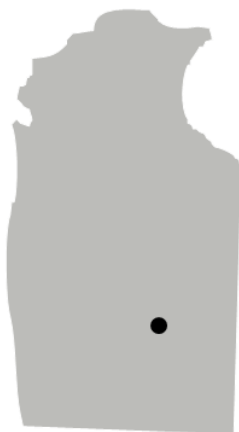


Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Special Purposes Lease 493 in perpetuity owned
Purpose	Aboriginal Communal Purposes

### Governance Structure

- Original Leaseholder:** Iparpa Aboriginal Corporation
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred Maintenance Cost  
\$766,649

### Infrastructure

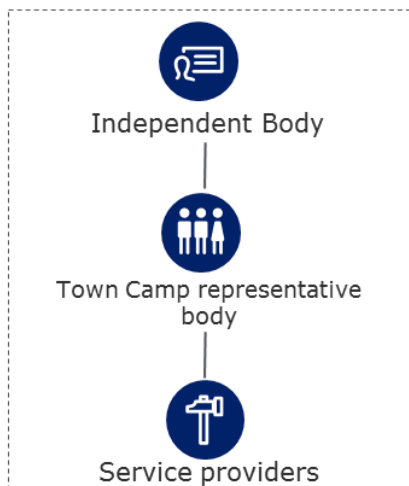


Deferred Maintenance Costs  
\$95,000



Cost to meet Design standard  
\$2.80m

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.



## Iparpa

### Executive Summary

<b>Land</b>	Special Purposes Lease 493 in perpetuity owned by Iparpa Aboriginal Corporation
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is afforded to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Iparpa is generally in either good or very good condition with the exception of the storm water drainage which is in an overall poor condition</li> <li>• The sewer and the water network does not comply with relevant design standards</li> <li>• Estimated maintenance costs required for existing infrastructure is circa \$95,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is circa \$2.80 million</li> <li>• The housing condition in Iparpa was of average and very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$766,000</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• A regional body should exist representative of the Town Camps residents that enters into long term funding agreements with the independent body</li> </ul>

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- Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership
  - Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
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### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere

helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more

likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;

- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Iparpa Aboriginal Corporation
<b>Location</b>	520 Stuart Highway, Arumbere
<b>Land</b>	Lot 5713 Town of Alice Springs plan(s) S 80/079; CUFT Vol 747 Fol 781
<b>Type of Tenure</b>	Special Purposes Lease 493 (in perpetuity)
<b>Commencement date SPL/CL</b>	23 July 1980
<b>SPL/CL Purpose</b>	Aboriginal Communal Living
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 493</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 2 December 2012 (728346)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 2 December 2049 (728314)</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. A right of entry in favour of the Minister or an officer authorised by the Minister for the purposes of inspecting the leased land</li> <li>b. All minerals and mineral substances on or in the land</li> <li>c. A power of resumption</li> <li>d. A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and services</li> </ol> <p>Provisions include annual rent, late fees for overdue rent, forfeiture liabilities, compliance with covenants, conditions and regulations and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; erect, maintain and repair improvements; obtain written approval from the Minister for raising value of improvements, right of entry and obligations; Dust suppression and water drainage; All internal roads be of good all weather condition; That no building will be constructed to a height of more than one storey above ground level; adequate firefighting equipment be provided and available on site; separate facilities be available for men and women.</p> <p><b>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728314)</b></p> <p>Iparpa Aboriginal Corporation (Owner/Sub-Lessor) grants an interest in the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of</p>

Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

#### **Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

#### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

#### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
  - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
  - c. To comply with lease terms and conditions
  - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
  - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
  - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
  - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
  - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
  - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
  - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
  - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
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- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - d. Allow Sublessee to alter, remove or demolish existing improvements
  - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
  - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
  - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
  - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
  - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
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- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 493 for Aboriginal communal living purposes for Lot 5713 Town of Alice Springs.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728346)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease

- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

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The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

## 2. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

<p><b>Level of Understanding</b></p>	<p><b>Owner – rights and responsibilities</b></p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p> <p><b>Residents – understanding of lease arrangement</b></p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<p><b>Compliance with lease conditions and legislation</b></p>	<p>There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.</p>
<p><b>Impediments in lease conditions and</b></p>	<p>Purpose of SPL is limited to Aboriginal Communal Living. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>

<p><b>suggested amendments</b></p>	
<p><b>Relevant legislation for land dealings;</b></p> <p><b>Legislative impediments; and</b></p> <p><b>Suggested amendments</b></p>	<p><b><i>Special Purposes Leases Act (NT)</i></b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the <i>Crown Lands Act (NT)</i>.</p> <p><b><i>Planning Act (NT)</i></b></p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> <li>• There may be non-residential facilities for the social, cultural and recreational needs of residents.</li> </ul> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><b><i>Stronger Futures in the Northern Territory Act 2012 (Cth)</i></b></p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p><b><i>Native Title Act 1993 (Cth)</i></b></p> <p>The <i>Native Title Act</i> is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p> <p><b><i>Residential Tenancies Act (NT)</i></b></p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.</p> <p>If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p> <p><b><i>Housing Act (NT)</i></b></p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.</p>
<p><b>Relevant legislation for lease holder</b></p>	<p>Corporations (<i>Aboriginal and Torres Strait Islander</i>) Act 2006 (Cth)</p>
<p><b>Level of support provided to lease holder and suggested amendments</b></p>	<p>The Office of the Registrar of Indigenous Corporations provides considerable support for Aboriginal corporations including but not limited to training, assistance in preparing the rule book, pro bono legal services, fact sheets, guides, templates, in person assistance with the community and recruitment assistance.</p>

## Municipal and essential infrastructure

### Summary

The Ilparpa community is located south of Alice Springs. The community consists of 13 residential dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Ilparpa is generally in either good or very good condition with the exception of the road infrastructure and stormwater drainage which are in an overall poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards, due to the size and alignment of the pipework, and the lack of emergency overflow storage at the pump station. However, the sewer network has sufficient capacity for the current number of houses. It is recommended that the network is upgraded to a DN150 PVC pipe in accordance with relevant standards, and emergency overflow storage is added to the pump station.

The water network does not comply with relevant standards as the diameter of the water main is too small. It is recommended that the network is upgraded to a DN150 PVC water main with a new bulk water meter at the boundary of the community, to comply with relevant standards. The capacity of the existing water main is sufficient for the current number of houses, however does not provide sufficient capacity for fire flow demands.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures at Ilparpa included a basketball court, BBQ area and playground all in either good or very good condition.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is available to residents via satellite on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



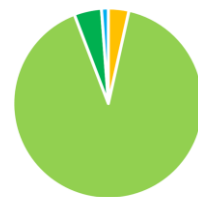
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Ilparpa community:

#### **Sewerage**

- Upgrade network to DN150 PVC reticulation main – approximately 350 m
- Install overflow storage at pump station.

#### **Water supply**

- Replaced water main with DN150 PVC ring main approximately 1000 m
- Install two DN150 bulk water meter at community boundaries (one for each connection)
- Replace broken tap
- Clear rubbish from residential water meter
- Install up to 10 new residential water meters

#### **Roadworks**

- Fill and reseal 22 potholes
- Repair 135 m<sup>2</sup> of surface cracking
- Repair 315 m of edge breaks
- General clean of 500 m of road reserve
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Reshape the existing swale so stormwater can effectively drain way
- Construct kerbs and gutters, side entry pits, and underground drainage.

#### **Community structures**

- General clean-up of BBQ area, basketball courts and playground
- Repair BBQ

#### **Electrical services**

- Replace three switchboards inside the metering panel
- Install new street lighting - approximately 25 poles

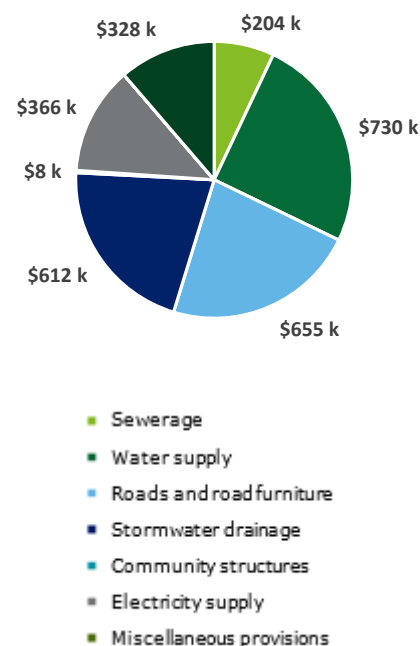
#### **Communications**

- NBN is available to residents via satellite on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 204,000
Water supply	\$ 1,000	\$ 729,000
Roadworks	\$ 48,000	\$ 607,000
Stormwater drainage	\$ 11,000	\$ 601,000
Community structures	\$ 8,000	\$ 0
Electrical	\$ 8,000	\$ 358,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 19,000	\$ 309,000
<b>Total (including GST)</b>	<b>\$ 95,000</b>	<b>\$ 2,808,000</b>
<b>Grand total</b>	<b>\$ 2,903,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Iparpa was surveyed on the 21st of November 2016, the 19th and 24th of January 2017, and on the 15<sup>th</sup> of March 2017. All the 13 funded dwelling<sup>13</sup> identified by the client were identified on site.

### Current state of play

#### Housing summary and condition

The housing stock varied in age that ranges from 5-10 years old to over 20 years old. The condition of housing varies with 31% considered to be in very good condition and the other 69% considered to be in average condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The houses have been constructed in either brick or blockwork on a concrete slab with sheet metal roofing material.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems

#### Smoke alarms

Of the houses surveyed internally in Iparpa, 3 were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, 3 of the houses in Iparpa are said to flood.

#### Visitors

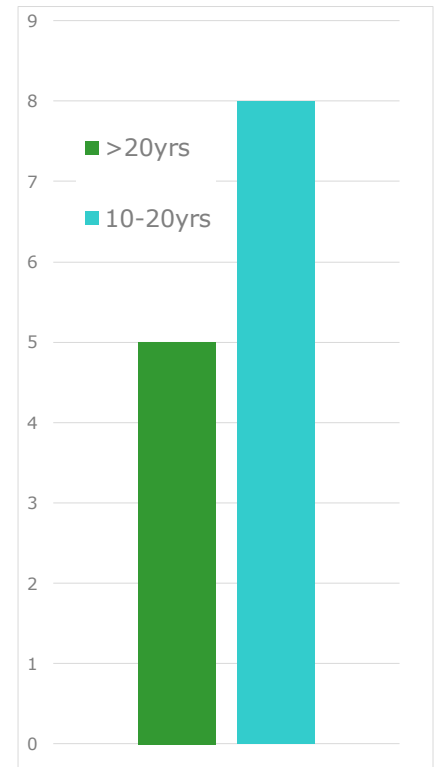
Of the dwellings to which we were permitted access, the number of visitors ranges from 1 to 2. The residence with 2 visitors was a 3-bedroom home with 4 permanent residents, resulting in 2 people per room and 2 per toilet. These volumes would generally be considered suitable.

#### Overcrowding

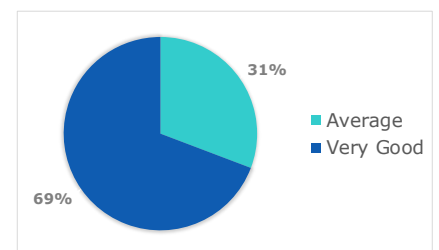
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there is 1.1 resident per bedroom and 3.2 per toilet. The individual house analysis shows a maximum recorded occupancy of 2 people per room and 6 people per toilet. These are considered reasonable.



Iparpa - Age of Housing Stock



Iparpa - Condition Summary

<sup>13</sup> A list of funded dwellings, provided by the client, has been included in the appendices.



**Disabilities**

Of the residents identified in Ilparpa, 3 were recorded to have disabilities. All 3 lived in a house that was not equipped with ramps or appropriate grab rails in the wet areas. 2 houses in Ilparpa are fitted with ramps to access the residence and grab rails in the wet areas, however these houses do not contain disabled tenants.

**Asbestos**

Of the houses to which we gained access, 5 were reported to be over 20 years old. The presence of asbestos is therefore likely. 1 of the houses was specifically identified as likely to have asbestos. This material is considered safe, if it is not disturbed.

**Security**

Of the houses to which we were permitted access, 2 did not have serviceable doors. All houses had serviceable windows. The majority of houses in Ilparpa were surrounded by fences, which ranged to be in poor to excellent condition. 1 house was identified as having a non-serviceable gate.

**Recommended Works**

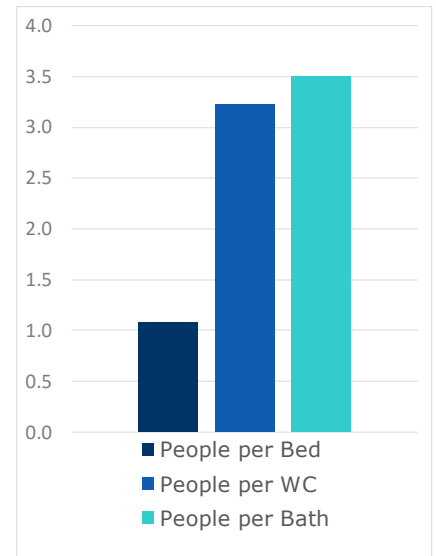
The housing condition in Ilparpa was of average and very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit.

The estimated cost to upgrade the current housing assets in Ilparpa to meet the standards of the Residential Tenancy Act, is \$766,649. This includes margins, adjustments and GST. Refer to appendix for the complete costing report

**Asbestos recommendations**

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Ilparpa - Amenities

## Economic Development

### Social issues and themes voiced by residents

- Lease & Governance details are complex and difficult to understand
- Slow response to repairs and maintenance needs
- Sentiments by residents of broken promises

### Economic Development Opportunities

Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.

This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.

Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.

For detailed rationale and recommendations see the Economic Development section of the report.

### Economic Aspirations

Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.

Workshop participants want a housing program that is locally based and employs local residents.

### Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.

The Ilparpa Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.

It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.

### Home Ownership Opportunities

Currently, there is no pathway to home ownership for residents within Ilparpa Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

## Governance

### Governance Structure

The current governance structure within Ilparpa Town Camp begins with the original leaseholder Ilparpa Aboriginal Corporation. This Corporation has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### Service Delivery Payment Arrangements

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents then pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>14</sup>

For the financial year to date the Ilparpa Town Camp is paying approximately 83% of the total rent charged to Town Camp residents.<sup>15</sup>

### Essential Services Payment Arrangements

Ilparpa Town Camp essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>16</sup>

<sup>14</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>15</sup> This information was provided in consultation with the Department of Housing and Community Development

<sup>16</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Iperle Tyathe (Walpiri)

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity

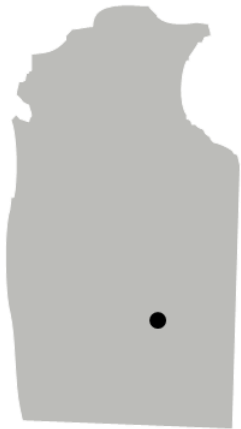


Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Special Purposes Lease 450 in perpetuity owned
Purpose	Aboriginal Communal Purposes

Current number of Houses



### Governance Structure

- Original Leaseholder:** Iperle Tyathe Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$867,796

### Infrastructure

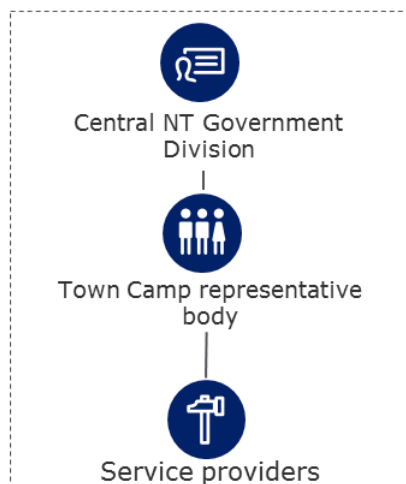


Deferred Maintenance Costs  
\$94,000



Cost to meet Design standard  
\$3.42m

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Ilperle Tyathe (Walpiri)

### Executive Summary

<b>Land</b>	Special Purposes Lease 450 in perpetuity owned by Ilperle Tyathe Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is provided to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Ilperle Tyathe is generally in good condition with the exception of the storm water drainage which is in an overall poor condition.</li> <li>• The sewer and the water network do not comply with relevant standards</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is circa \$94,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is circa \$3.42 million</li> <li>• The houses in Ilperle Tyathe were in average and very good condition and the cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$867,796</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found in the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

- 
- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
-

## Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere



helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more

likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;

- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Ilperle Tyathe Association Incorporated
<b>Location</b>	15 Lilbili St, Braiuling
<b>Land</b>	Lot 5149 Town of Alice Springs; CUFT Vol 753 Fol 914
<b>Type of Tenure</b>	Special Purposes Lease 450 (in perpetuity)
<b>Commencement date SPL/CL</b>	28 December 1978
<b>SPL/CL Purpose</b>	Aboriginal Communal Purposes
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 450</b></p> <p>Search lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 2/12/2012 (Date Registered: 13/9/2011; Dealing No. 156455)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 2/12/2049 (Date Registered: 9/9/2011; Dealing No. 756316)</li> <li>• Sewerage easement to Power and Water Authority (Date Registered: 23/12/1999; Dealing No. 437728)</li> <li>• Water supply easement to Power and Water Authority (Date registered: 23/12/1999; Dealing No. 437727)</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. A right of entry in favour of the Minister, or an officer authorised in writing by the Minister;</li> <li>b. All minerals and mineral substances in or on the leased land, including gold, silver, copper, tin;</li> <li>c. A power of resumption; and</li> <li>d. A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services.</li> </ol> <p>Provisions include annual rent, late fees for overdue rent, forfeiture liabilities, compliance with covenants, conditions and regulations and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; erect maintain and repair improvements; observation and compliance in accordance with the Special Purposes Leases Act for the time being in force; submissions of detailed sketch plans for the development of the site to the Planning Branch of the Department of Lands and Housing; dust suppression of developed areas of site; adequate storm water drainage; all water and sewerage works to be carried out in accordance with the standards required by the Local Authority and the Department of Health; provision of adequate firefighting equipment on site; provision of adequate facilities for both men and women on site; all electrical reticulation must conform at all times with the appropriate by-laws and standards.</p> <p><b>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 9 September 2011, Date Registered: 9 September 2011, Dealing No. 756316)</b></p> <p>Ilperle Tyathe Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. Consent is required from the Minister of Planning and Lands. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the</p>

Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

Sublease does not specify if conditions and covenants implied by Sections 117 and 199 Law of *Property Act* shall or shall not apply to this lease.

#### **Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

#### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

#### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
  - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
  - c. To comply with lease terms and conditions
  - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
  - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
  - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
  - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
  - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
  - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
  - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
  - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
-

- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - b. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding rights of occupation
  - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding rights of occupation
  - d. Allow Sublessee to alter, remove or demolish existing improvements
  - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
  - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
  - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
  - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
  - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
  - j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
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- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 450 for Aboriginal communal purposes for Lot 5149 Town of Alice Springs.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 12 September 2011, Date Registered: 13 September 2011, Dealing No. 756455)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. Consent required from the Minister for Planning and Lands. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease

- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

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The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

#### **5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy**

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

#### **6. Grant of Easement in Gross (Lodgement Date: 17 December 1999; Registered on 23 December 1999, Dealing No. 437728)**

Grants a sewerage easement, as described in the attached plan for Lot 5149 Town of Alice Springs from plan(s) S 77/36 (CUFT Volume 160, Folio 7) to the Power and Water Authority in the value of \$200.

Conditions of the easement include:

- Easement is for the purposes of Sections 65, 66 and 67 of the Crown Lands Act
- Conditions are set out in Schedule 1 of the Crown Lands Act
- To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
- Additional conditions

#### **7. Grant of Easement in Gross (Lodgement Date: 17 December 1999; Registered on 23 December 1999, Dealing No. 437727)**

Grants a water supply easement, as described in the attached plan for Lot 5149 Town of Alice Springs from plan(s) S 77/36 (CUFT Volume 160, Folio 7) to the Power and Water Authority in the value of \$100.

Conditions of the easement include:



	<ul style="list-style-type: none"> <li>• Easement is for the purposes of Sections 65, 66 and 67 of the Crown Lands Act</li> <li>• Conditions are set out in Schedule 1 of the Crown Lands Act</li> <li>• To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.</li> <li>• Additional conditions</li> </ul>
<b>Level of Understanding</b>	<p><b>Owner – rights and responsibilities</b></p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p> <p><b>Residents – understanding of lease arrangement</b></p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<b>Compliance with lease conditions and legislation</b>	<p>There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.</p>
<b>Impediments in lease conditions and suggested amendments</b>	<p>Purpose of SPL is limited to Aboriginal Communal Purposes. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>
<b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b>	<p><b>Associations Act (NT)</b></p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p><b>Special Purposes Leases Act (NT)</b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the Crown Lands Act (NT).</p> <p>Planning Act (NT)</p> <p>Any proposed development on the land must comply with the Planning Act, Regulations and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> <li>• There may be non-residential facilities for the social, cultural and recreational needs of residents.</li> </ul> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><b>Stronger Futures in the Northern Territory Act 2012 (Cth)</b></p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p>

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**Native Title Act 1993 (Cth)**

The *Native Title Act* is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.

**Residential Tenancies Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

If any form of long term residential leasing is considered akin to 'home ownership' then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord's obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

**Housing Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

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**Relevant legislation for lease holder**

*Associations Act* (NT)

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**Level of support provided to lease holder and suggested amendments**

No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

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**Municipal and essential infrastructure: – Aurecon**

**Summary**

The Iperle Tyathe (or Warlpiri) community is located north of Alice Springs. The community consists of nine residential dwellings, which are serviced by a road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Iperle Tyathe is generally in good condition with the exception of the stormwater drainage which is in an overall poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally does not comply with relevant standards. It is recommended that a new DN150 reticulation main, including housing connections and manholes is installed in accordance with relevant standards. The existing network has sufficient capacity for the current number of houses.

The existing DN100 water main does not comply with relevant standards as the diameter of the water main is too small. Furthermore, the capacity of the existing water main is insufficient. It is recommended that the network is upgraded to a DN150 PVC looped water main. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures at Iperle Tyathe included a playground and BBQ area in very good condition, and a playground in very poor condition due to broken equipment and no shade. Repairs and maintenance are required.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Water infrastructure condition



Road infrastructure condition



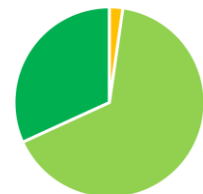
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Ilperle Tyathe community:

#### **Sewerage**

- Construct new DN150 reticulation main, including housing connections and manholes. Approximately 450 m.

#### **Water supply**

- Replace tap with missing handle
- Repair leaking tap
- DN150 PVC looped main, approximately 800 m
- Install up to seven additional residential lot meters
- Install new DN150 bulk water meter
- Install five new fire hydrants

#### **Roadworks**

- Repair 245 m of edge breaks
- Repair 140 m<sup>2</sup> of surface cracking
- Fill and reseal two potholes
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerb and gutters, side entry pits, and underground drainage.
- Clear blockages from culverts (2) and reshape swales upstream and downstream of culverts

#### **Community structures**

- General clean of both playgrounds and BBQ area ensuring removal of all glass
- Installation of shade structure over one of the playgrounds
- Replace playground equipment for one of the playgrounds

### Electrical services

- Replace one switchboard
- Install new street lighting - approximately 37 poles

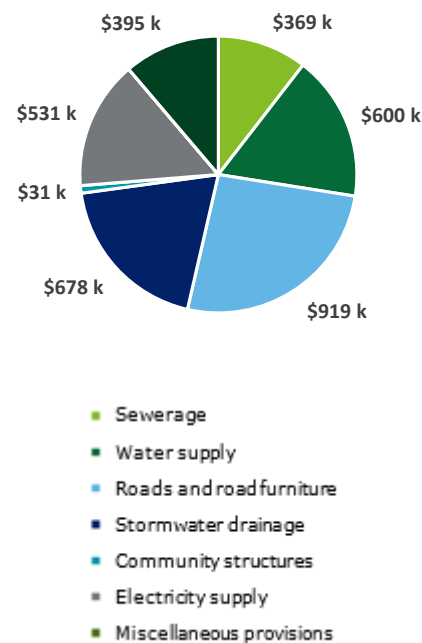
### Communications

- NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 369,000
Water supply	\$ 1,000	\$ 599,000
Roadworks	\$ 21,000	\$ 898,000
Stormwater drainage	\$ 20,000	\$ 658,000
Community structures	\$ 31,000	\$ 0
Electrical	\$ 2,000	\$ 529,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 19,000	\$ 376,000
<b>Total (including GST)</b>	<b>\$ 94,000</b>	<b>\$ 3,429,000</b>
<b>Grand total</b>	<b>\$ 3,523,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Iperle Tyathe was surveyed on the 16th and 24th of January 2017, and on the 15<sup>th</sup> of March 2017. Of the 10 funded dwellings<sup>17</sup> identified by the client, 9 were identified on site.

### Current state of play

#### Housing summary and condition

The age of the housing stock is spread from 5-10 years old to over 20 years old. 89% were considered to be in average condition whilst 11% were in very good condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of the houses have been constructed in blockwork on a concrete slab with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

#### Smoke alarms

Of the houses surveyed internally in Iperle Tyathe, 3 were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, 1 of the houses was said to flood.

#### Visitors

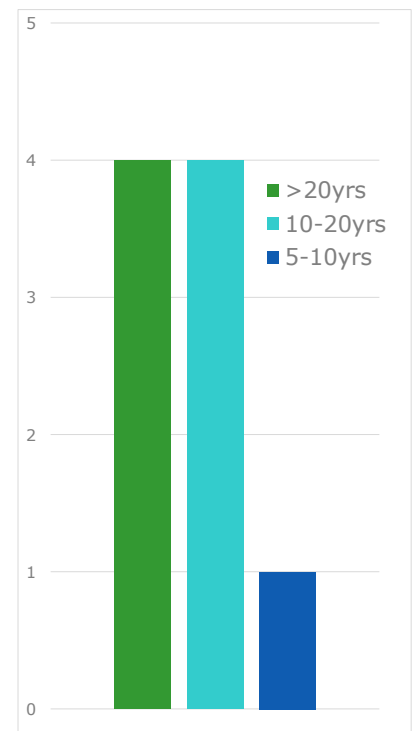
Of the dwellings to which we were permitted access, 2 had 3 to 5 visitors. The residence with 5 visitors was a 2-bedroom home with 2 permanent residents, resulting in 3.5 people per room and 7 people per toilet which would present significant strain on the amenities.

#### Overcrowding

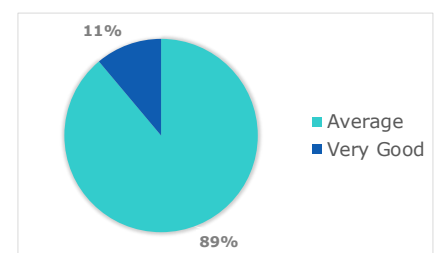
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there were 1.3 residents per bedroom and 3.8 per toilet. Of the individual houses surveyed, the



Iperle Tyathe - Age of Housing Stock



Iperle Tyathe - Condition Summary

<sup>17</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

maximum recorded occupancy was 1.7 people per room and 5 people per bathroom and toilet. During periods of high visitation these values would differ.

### Disabilities

Of the residents recorded, none were listed as having disabilities. 5 houses were identified as having ramps and 1 house had appropriate grab rails in wet areas.

### Asbestos

As the majority of the houses were reported to be under 20 years old, the presence of asbestos is unlikely. Of the houses examined internally, none were listed as likely to contain asbestos.

### Security

Of the houses we gained access to, all had serviceable doors and 1 was identified as having non-serviceable windows. The houses in Iperle Tyathe were surrounded by fences that ranged from poor to very good condition.

### Recommended Works

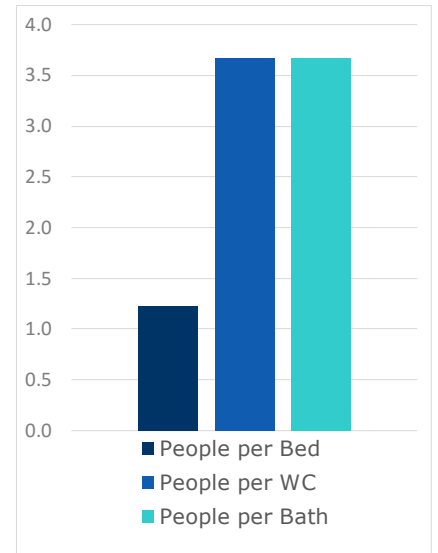
The houses in Iperle Tyathe were in average and very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Iperle Tyathe (Walpiri) to meet the standards of the Residential Tenancy Act, is \$867,796. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

### Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Iperle Tyathe - Amenities

## Economic Development

<b>Social issues and themes voiced by residents</b>	<ul style="list-style-type: none"> <li>• Lease &amp; Governance details are complex and difficult to understand</li> <li>• Slow response to repairs and maintenance needs</li> <li>• Sentiments by residents of broken promises</li> </ul>
<b>Economic Development Opportunities</b>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<b>Economic Aspirations</b>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</p>
<b>Investment Opportunities</b>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> <li>• Certainty of ownership</li> <li>• Commercially viable income streams</li> <li>• Active market for any equity interests</li> </ul> <p>When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.</p> <p>The Ilperle Tyathe Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.</p>
<b>Home Ownership Opportunities</b>	<p>Currently, there is no pathway to home ownership for residents within Ilperle Tyathe Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>



## Governance

### Governance Structure

The current governance structure within Iperle Tyathe Town Camp begins with the original leaseholder Iperle Tyathe Association Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### Service Delivery Payment Arrangements

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>18</sup>

For the financial year to date the Iperle Tyathe Town Camp is paying approximately all of the total rent charged to Town Camp residents.<sup>19</sup>

### Essential Services Payment Arrangements

Iperle Tyathe Town Camp essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>20</sup>

<sup>18</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>19</sup> This information was provided in consultation with the Department of Housing and Community Development

<sup>20</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Ilyperenye (Old Timers)

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity

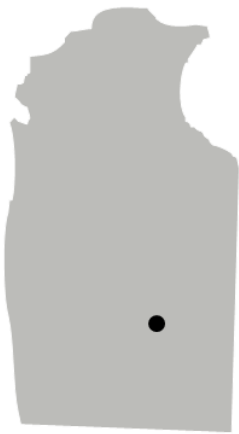


Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Special Purposes Lease 550 in perpetuity owned
Purpose	Aboriginal Communal Purposes

### Governance Structure

- Original Leaseholder:** Ilperenye Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$825,135

### Infrastructure

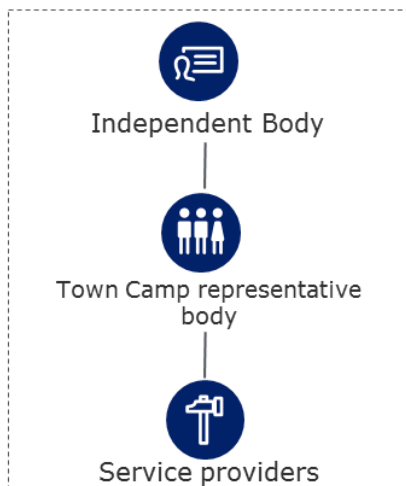


Deferred Maintenance Costs  
\$90,000



Cost to meet Design standard  
\$2.09m

### Governance



### Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Ilyperenye (Old Timers)

### Executive Summary

<b>Land</b>	Special Purposes Lease 550 in perpetuity owned by Ilyperenye Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is afforded to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Old Timers is generally in either good or very good condition with the exception of the roads and storm water drainage which are in a poor condition</li> <li>• The sewer network does not comply with relevant design standards</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is circa \$90,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is circa \$2.09 million</li> <li>• The housing condition in Ilyperenye was identified to be of poor to very good standards</li> <li>• Estimated cost of deferred housing maintenance is \$825,135</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found in the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

- 
- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
- 

### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants’ responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, “Handing on the Passion”. Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;

- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as "a good idea" by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Ilyperenye Association Incorporated
<b>Location</b>	279 Stuart Highway, Kilgariff
<b>Land</b>	Lot 5708 Town of Alice Springs; CUFT Vol 753 Fol 915
<b>Type of Tenure</b>	Special Purposes Lease 550 (in perpetuity)
<b>Commencement date SPL/CL</b>	10 July 1981
<b>SPL/CL Purpose</b>	Aboriginal Communal Living
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 550</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 02/12/2012 (Date Registered: 13/09/2011; Dealing No. 756450)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Date Registered: 09/09/2011; Dealing No: 756315)</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. A right of entry and inspection in favour of the Minister</li> <li>b. All minerals and mineral substances in or on the leased land</li> <li>c. A power of resumption</li> <li>d. A right of entry and inspection for the purposes of providing and maintaining services and amenities on leased land or on other lands.</li> </ol> <p>Provisions include payment of annual rent, a right of surrender by the lessee in accordance with statutory provisions and regulations, additional rent amount should 3 months expire before due rent is paid, lease granted subject to the Special Purposes Leases Act and Regulations.</p> <p>Lessee Covenants include that the lessee will pay rent annually in advance; land to be used only for the lease purpose; lessee to pay all rates and taxes which may become due; lessee observation of and compliance with the Regulations under the Act; lessee to erect improvements as approved by the minister and thereafter repair and maintain such improvements to the satisfaction of the minister; detailed sketch plans for site development to be submitted prior to commencement of development; all landscaping and revegetation to be in accordance with Plan SP 79/28/38; access to the lot from one point only and remaining boundary to be fenced; leased land to be dust suppressed and storm water drained; that all internal roads and pathways be well drained and of good all weather construction; adequate firefighting equipment to be provided on site; appropriate provision of men's and women's facilities on site.</p> <p><b>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 9 September 2011, Date Registered: 9 September 2011, Dealing No. 756315)</b></p> <p>Ilyperenye Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Leasing as a sole tenant with a sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. Consent is required from the Minister of Planning and Lands. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the</p>



lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

Sublease does not specify if conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall or shall not apply to this lease.

#### **Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

#### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

#### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but

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shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - d. Allow Sublessee to alter, remove or demolish existing improvements
  - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
  - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
  - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
  - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
  - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
  - j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
  - k. To provide quiet enjoyment of the premises
-

- i. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia.

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease.

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 550 for Aboriginal communal living purposes for Lot 5708 Town of Alice Springs.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 12 September 2011, Date Registered: 13 September 2011, Dealing No. 756450)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. Consent required from the Minister for Planning and Lands. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- 
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
  - q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
  - r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
  - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
  - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent

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payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

### 5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the Residential Tenancies Act (NT) and Housing Act (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

<p><b>Level of Understanding</b></p>	<p><b>Owner – rights and responsibilities</b></p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p> <p><b>Residents – understanding of lease arrangement</b></p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<p><b>Compliance with lease conditions and legislation</b></p>	<p>There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.</p>
<p><b>Impediments in lease conditions and suggested amendments</b></p>	<p>Purpose of SPL is limited to Aboriginal Communal Living. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>

<p><b>Relevant legislation for land dealings;</b></p> <p><b>Legislative impediments; and</b></p> <p><b>Suggested amendments</b></p>	<p><b>Associations Act (NT)</b></p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p><b>Special Purposes Leases Act (NT)</b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the <i>Crown Lands Act</i> (NT).</p> <p><b>Planning Act (NT)</b></p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> <li>• There may be non-residential facilities for the social, cultural and recreational needs of residents.</li> </ul> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><b>Stronger Futures in the Northern Territory Act 2012 (Cth)</b></p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p><b>Native Title Act 1993 (Cth)</b></p> <p>The <i>Native Title Act</i> is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p> <p><b>Residential Tenancies Act (NT)</b></p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.</p> <p>If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p> <p><b>Housing Act (NT)</b></p> <p>Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.</p>
<p><b>Relevant legislation for lease holder</b></p>	<p><i>Associations Act</i> (NT)</p>
<p><b>Level of support provided to lease holder and suggested amendments</b></p>	<p>No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.</p> <p>Recommend transfer to incorporation under the Corporations (<i>Aboriginal and Torres Strait Islander</i>) Act 2006 (Cth).</p>



## Municipal and essential infrastructure

### Summary

The Ilyperenye (or Old Timers) community is located south of Alice Springs. The community consists of 10 residential dwellings, which are serviced by a formal road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Old Timers is generally in either good or very good condition with the exception of the roads and stormwater drainage which are in a poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards. It is recommended that a new DN150 PVC reticulation main is constructed, including housing connections and manholes, within the road reserve to be in accordance with relevant standards. It is also recommended that the existing STEP pump station is removed and replaced with a new pump station as per relevant standards. The existing sewer network has sufficient capacity for the current number of houses however due to the age and likely condition of the underground pipes it is recommended to be upgraded.

It is expected that the water supply network is non-compliant and the capacity is insufficient due to undersized water mains. An upgrade to a new DN150 PVC looped water main is recommended to comply with relevant standards. Water usage is proposed to be measured with a bulk water meter located at the community boundary. Additionally, residential lot water meters should be installed on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

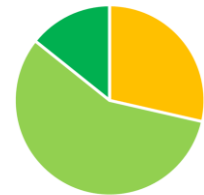
The community structures at Old Timers included a BBQ area and playground in good and very good condition.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use however an oil leak requires investigation. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



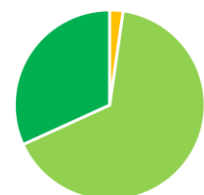
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent



Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is planned to be available to residents via fixed line on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Ilyiperenye (Old Timers) community:

#### **Sewage**

- Construct new DN150 PVC reticulation main, including housing connections and manholes, within the road reserve, or within new sewer easements.
- Install new pump station to PWC standards and remove existing STEP system. This will require further engineering design.

#### **Water supply**

- Clear dirt from covering two fire hydrants
- Repaint two fire hydrants
- DN150 PVC looped main, approximately 500 m
- DN150 bulk water meter
- One additional fire hydrant
- Install up to seven new residential lot water meters

#### **Roadworks**

- Repaint lines over speed humps
- Install of five road signs throughout such as speed restriction, give way and speed hump signs
- Repair 70 m of edge breaks
- Fill and reseal seven potholes
- Total reseal of 140 m<sup>2</sup> of pavement
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerb and gutters, side entry pits, and underground drainage.
- Clear out blocked culverts (2) and reshape swale upstream and downstream of culvert

#### **Community structures**

- Repaint playground equipment
- Clean BBQ area and playground area, ensuring all rubbish, graffiti and glass is removed

### Electrical services

- Replace one transformer.
- Replace four switchboards inside the metering panel
- Install new street lighting - approximately 15 poles

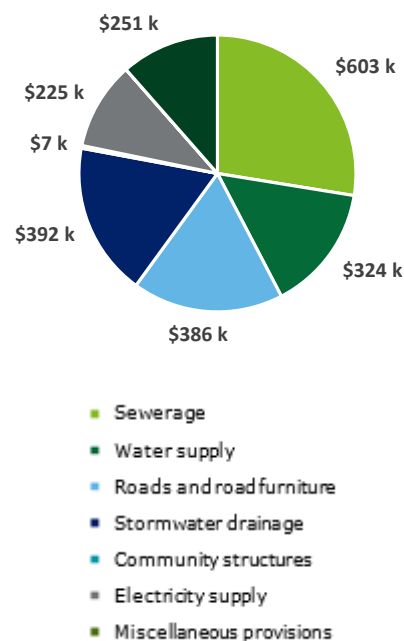
### Communications

- NBN is planned to be available to residents via fixed line on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 603,000
Water supply	\$ 1,000	\$ 323,000
Roadworks	\$ 34,000	\$ 352,000
Stormwater drainage	\$ 20,000	\$ 372,000
Community structures	\$ 7,000	\$ 0
Electrical	\$ 10,000	\$ 215,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 18,000	\$ 233,000
<b>Total (including GST)</b>	<b>\$ 90,000</b>	<b>\$ 2,098,000</b>
<b>Grand total</b>	<b>\$ 2,188,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Ilyperenye was surveyed on the 22nd of November 2016 and on the 15th of March 2017. All of the 10 funded dwellings<sup>21</sup> identified by the client were identified on site.

### Current state of play

#### Housing summary and condition

The housing stock is aging with majority over 20 years old. 50% were considered to be in average condition and 40% were in a very good condition. The remaining 10% were of poor conditions. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of the houses were constructed in either brick or blockwork on a concrete slab with sheet metal roofing material.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems

#### Smoke alarms

Of the houses surveyed internally in Ilyperenye, 5 were identified as having a non-serviceable smoke alarms.

#### Flooding

Anecdotally, 3 of the houses in Ilyperenye are said to flood.

#### Visitors

Of the dwellings to which we were permitted access, 1 house had 2 visitors. The residence with 2 visitors was a 2-bedroom home with 2 permanent residents, resulting in 2 people per room and 4 per toilet.

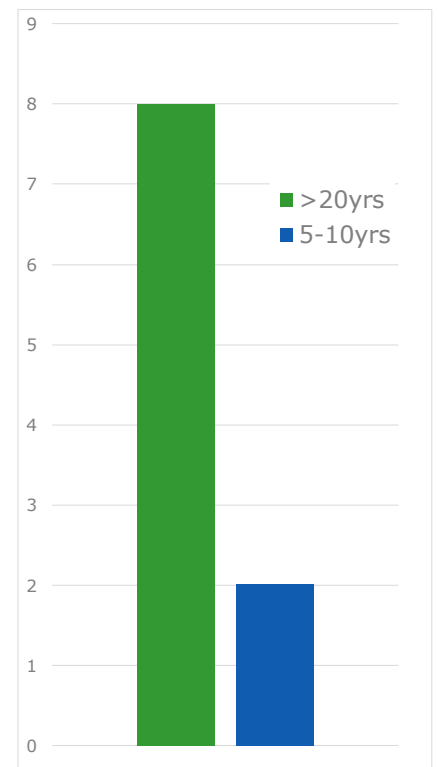
These volumes are considered reasonable.

#### Overcrowding

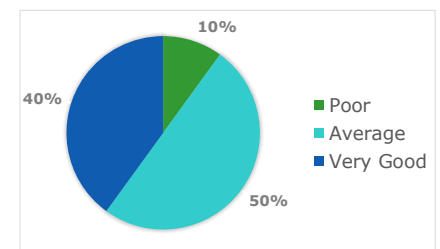
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there are 1.4 residents per bedroom and 3.9 per toilet. An individual house analysis shows a maximum recorded occupancy of 2.2 people per room and 11 people per toilet. These volumes are considered excessive and would place a high strain on amenities.



Ilyperenye - Age of Housing



Ilyperenye - Condition Summary

<sup>21</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

### Disabilities

Of the residents recorded, 3 were identified as having disabilities. All resided in separate houses, 2 of which were not equipped for disabled occupants. The house that did cater for disabilities contained a grab rail. 2 ramps were identified at 2 other houses.

### Asbestos

Of the houses we gained access to, 8 were reported to be over 20 years old. The presence of asbestos is therefore likely. This material is considered safe if it is not disturbed.

### Security

1 of the houses we gained access to, 1 had non-serviceable doors and 1 had non-serviceable windows. The majority of houses in Ilyperenye were surrounded by fences which were of varying conditions. 2 houses were identified as having non-serviceable gates.

### Recommended Works

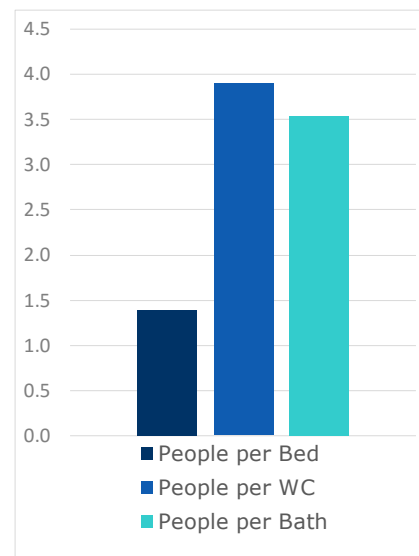
The housing condition in Ilyperenye was identified to be of poor to very good standards. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit.

The estimated cost to upgrade the current housing assets in Ilyperenye (Old Timers) to meet the standards of the Residential Tenancy Act, is \$825,135. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

### Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Ilyperenye - Amenities

## Economic Development

<b>Social issues and themes voiced by residents</b>	<ul style="list-style-type: none"> <li>• Lease &amp; Governance details are complex and difficult to understand</li> <li>• Slow response to repairs and maintenance needs</li> <li>• Sentiments by residents of broken promises</li> </ul>
<b>Economic Development Opportunities</b>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<b>Economic Aspirations</b>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</p>
<b>Investment Opportunities</b>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> <li>• Certainty of ownership</li> <li>• Commercially viable income streams</li> <li>• Active market for any equity interests</li> </ul> <p>When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.</p> <p>The Ilyperenye Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.</p>
<b>Home Ownership Opportunities</b>	<p>Currently, there is no pathway to home ownership for residents within Ilyperenye Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

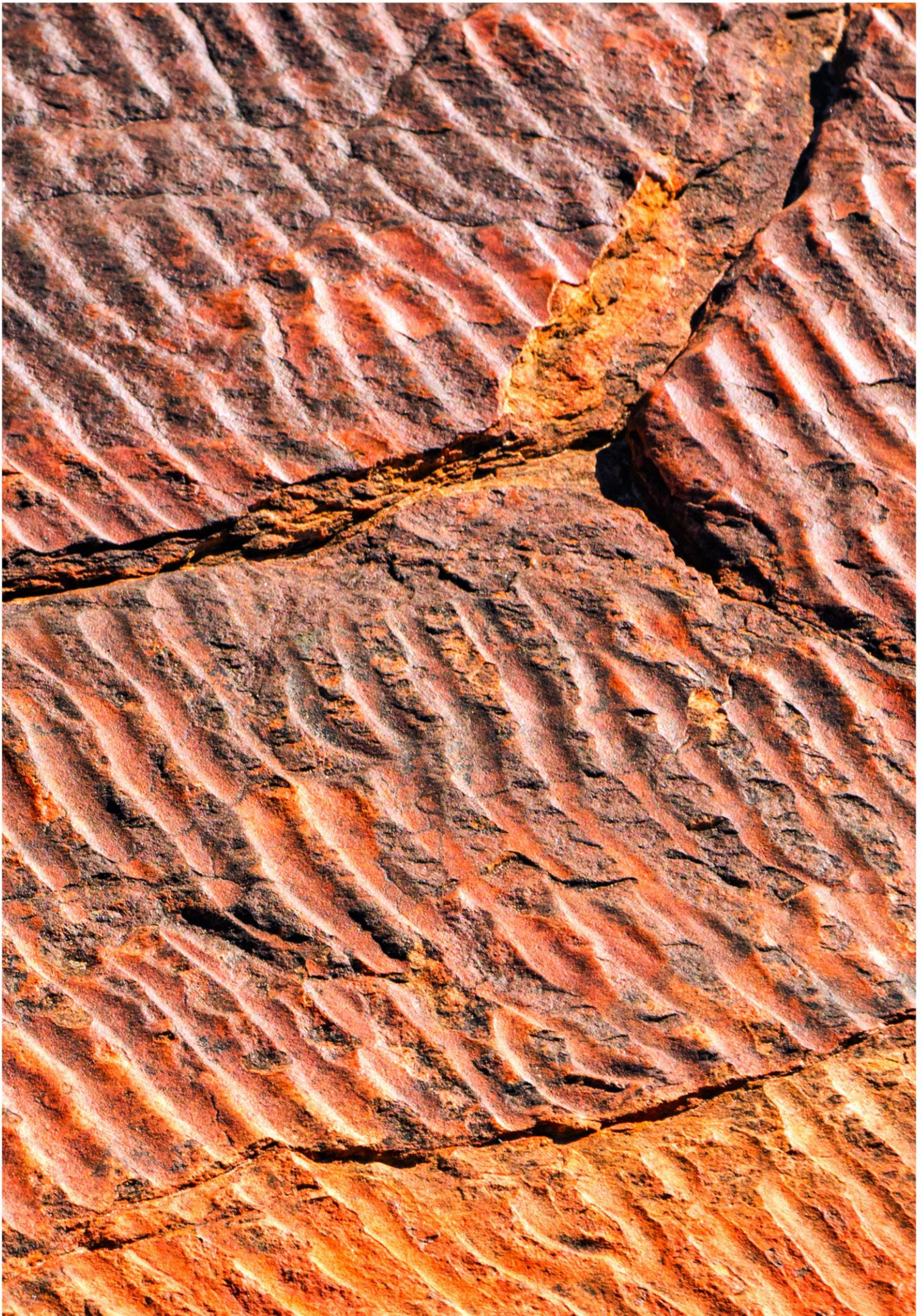
## Governance

<b>Governance Structure</b>	<p>The current governance structure within Ilyperenye Town Camp begins with the original leaseholder Ilyperenye Association Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&amp;R Building and Construction, SDA &amp; Co Pty Ltd and Tangentyere Construction.</p> <p>This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.</p> <p>It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.</p> <p>It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.</p> <p>For detailed rationale and recommendations see the Governance section of the report.</p>
<b>Service Delivery Payment Arrangements</b>	<p>Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>22</sup></p> <p>For the financial year to date the Ilyperenye Town Camp is paying approximately 98% of the total rent charged to Town Camp residents.<sup>23</sup></p>
<b>Essential Services Payment Arrangements</b>	<p>Ilyperenye's essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>24</sup></p>

<sup>22</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>23</sup> This information was provided by the Department of Housing and Community Development

<sup>24</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development



# Inarlenge (Little Sisters)

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Crown Lease 1112 in perpetuity
Purpose	Aboriginal residential living area and ancillary

### Governance Structure

- Original Leaseholder:** Inarlenge Community Corporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

**Current number of Houses**

x 16

**Number of residents per room**

x 1

Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing

x 0

Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$1.71m

### Infrastructure

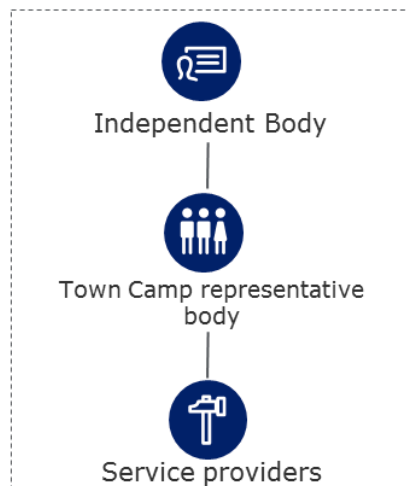


Deferred Maintenance Costs  
\$137,000



Cost to meet Design standard  
\$3.59m

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.



## Inarlenge (Little Sisters)

### Executive Summary

<b>Land</b>	Crown Lease in Perpetuity 1112 owned by Inarlenge Community Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the crown lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is provided to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Inarlenge is generally in either good or very good condition with the exception of the roads and storm water drainage which are in an overall poor condition</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is \$137,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is \$3.59 million</li> <li>• The housing condition in Inarlenge varies from very poor to excellent standards. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$1.71 million</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease should be amended, to allow wider uses of the land</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• Incorporate a regional body representative of the Town Camps residents under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found in Section 3</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• A full service Independent Central Body should be established to assist Town Camps to take steps to improving living standards such as accommodating transient visitors and developing economic capacity</li> <li>• A regional body should exist representative of the Town Camps residents that enters into long term funding agreements with the independent body</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

- 
- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
-

## Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere

helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more

likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;

- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Inarlange Community Incorporated
<b>Location</b>	Ilparpa, Alice Springs
<b>Land</b>	Lot 3701, Town of Alice Springs; CUFT Vol 753 Fol 919
<b>Type of Tenure</b>	Crown Lease in Perpetuity 1112 (in perpetuity)
<b>Commencement date SPL/CL</b>	29 October 1993
<b>SPL/CL Purpose</b>	Aboriginal residential living area and ancillary
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Crown Lease in Perpetuity 1112</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 02/12/2012 (Date Registered: 13/09/2011; Dealing No. 756464)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Date Registered: 13/09/2011; Dealing No. 756456)</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. All reservations and rights to which this grant is made subject by the Crown Lands Act.</li> </ol> <p>The following conditions are listed:</p> <ol style="list-style-type: none"> <li>a. The purpose of the lease is Aboriginal residential living area and ancillary</li> <li>b. The reservations, provisions and conditions contained in Memorandum of Common Provisions No. 268147, lodged with the Registrar-General on 23 July 1992</li> </ol> <p><b>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 12 September 2011, Date Registered: 13 September 2011, Dealing No. 756456)</b></p> <p>Inarlange Community Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Leasing as a sole tenant with a sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. Consent is required from the Minister of Planning and Lands. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.</p> <p>Sublease does not specify if conditions and covenants implied by Sections 117 and 199 Law of Property Act shall or shall not apply to this lease.</p> <p><b>Transition from existing arrangements</b></p> <p>Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant’s Right of Occupation) and rents are payable to the Sublessee.</p> <p><b>Consultative Forum</b></p> <p>The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding</p>

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future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

#### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)



- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

A letter from the Minister for Planning and Lands, dated 29 July 2009, is attached to the Sublease consenting to the registration of Crown Lease in Perpetuity 1112 for Aboriginal residential living and ancillary purposes for Lot 3701 Town of Alice Springs.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 13 September 2011, Date Registered: 13 September 2011, Dealing No. 756464)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. Consent required from the Minister for

Planning and Lands. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

## 5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act (NT)* and *Housing Act (NT)*.

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

### Level of Understanding

#### Owner – rights and responsibilities

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

#### Residents – understanding of lease arrangement

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned the house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).

### Compliance with lease conditions and legislation

There is no compliance monitoring undertaken in respect of town camp CLs, so compliance with conditions are unknown.

### Impediments in lease conditions and suggested amendments

Purpose of CL is limited to Aboriginal residential living area and ancillary. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.

### Relevant legislation for land dealings;

#### **Crown Lands Act (NT)**

Sections 42 & 44 – Any subdivision would need to comply with the requirements set out in these sections. Recommend review of these sections to ensure references to Planning Act are correct and there is no ambiguity as to the operation of each section.

### Legislative impediments; and

### Suggested amendments

Section 46 – dealings with the land require the Minister’s consent, which must be applied for in writing to the Minister. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.

#### **Planning Act (NT)**

Any proposed development on the land must comply with the Planning Act, Regulations and NT Planning Scheme.

The zoning rules for Community Living zone are:

- The primary purpose of Zone CL is to provide for community living.
- Residential accommodation may be temporary or permanent.
- There may be non-residential facilities for the social, cultural and recreational needs of residents.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

**Stronger Futures in the Northern Territory Act 2012 (Cth)**

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

**Native Title Act 1993 (Cth)**

The *Native Title Act* is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.

**Residential Tenancies Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

**Housing Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

**Relevant legislation for lease holder**

*Associations Act (NT)*

**Level of support provided to lease holder and suggested amendments**

No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the Corporations (*Aboriginal and Torres Strait Islander*) Act 2006 (Cth).

**Municipal and essential infrastructure: – Aurecon**

**Summary**

The Inarlenge (or Little Sisters) community is located south-west of Alice Springs. The community consists of 22 dwellings (including some non-house dwellings), which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Inarlenge is generally in either good or very good condition with the exception of the roads and stormwater drainage which are in an overall poor or very poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally does not comply with relevant standards. The sewer network has sufficient capacity for the current number of houses. It is recommended that a new DN150 reticulation main with housing connections, manholes and connection to the town sewer to constructed.

The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient. The community is viewed overall as a large single lot and so it is proposed to have the water usage measured accordingly. In order to measure the water usage as a single lot, a bulk water meter is recommended be installed, along with associated works to create a single supply point to the community. Additionally, residential lot water meters should be located on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structures at Inarlenge included a basketball court and shade structure in very good condition, a playground in good condition, and a playground in poor condition. Some maintenance work and repairs are required.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand equals the capacity of the substation on site. This transformer is owned by PWC who have determined that the actual load on the transformers is acceptable. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

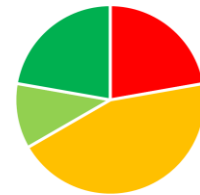
Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



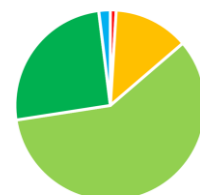
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Little Sisters community:

#### **Sewerage**

- Construct new DN150 reticulation main, including housing connections and manholes, and connection to town sewer. Approximately 1,000 m required.
- Clear dirt and steel from two manholes

#### **Water supply**

- Clear sand from covers of four fire hydrants
- Repaint four fire hydrants
- Remove defunct water meter and cap decommissioned pipe
- Install bulk water meter at community boundaries
- Disconnect secondary supply point and reconnect to water main creating a looped
- Install four new residential lot water meters

#### **Roadworks**

- Repair 165 m<sup>2</sup> of surface cracking
- Repair 35 m of edge breaks
- Fill and reseal five potholes
- General clean of 720 m of pavement and road reserve
- Replace three signs
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerb and gutters, side entry pits, and underground drainage.
- Clear blockages from culvert and reshape swale upstream and downstream of culvert

#### **Community structures**

- Paint 'key' lines in basketball court

- Replace the poor condition playground
- Clean and maintain the other playground to ensure all graffiti and rubbish is removed
- General clean of all community structures and the area surrounding them

### Electrical services

- Replace three street lights 50W and one street light 70W
- Replace two switchboards
- Replace two switchboards inside the metering panel
- Replace three switchboards associated to dwellings
- Install new street lighting - approximately 36 poles
- Confirm power usage of current demand by:
  - Detail demand profile, metered readings of power utilisation
  - Design- Reports; Detail Audit per individual camp per house – 22 dwellings

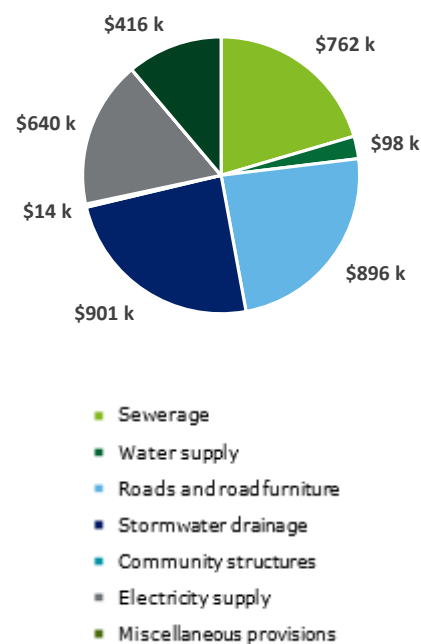
### Communications

- NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 1,000	\$ 761,000
Water supply	\$ 9,000	\$ 89,000
Roadworks	\$ 23,000	\$ 873,000
Stormwater drainage	\$ 14,000	\$ 887,000
Community structures	\$ 14,000	\$ 0
Electrical	\$ 53,000	\$ 587,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 23,000	\$ 393,000
<b>Total (including GST)</b>	<b>\$ 137,000</b>	<b>\$ 3,590,000</b>
<b>Grand total</b>	<b>\$ 3,727,000</b>	





The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Inarlenge was surveyed on the 23rd of November 2016, the 19th of January 2017 and again on the 14th and 15th of March 2017. 16 funded dwellings<sup>25</sup> were identified by the client however 22 dwellings were identified on site.

### Current state of play

#### Housing summary and condition

The age of housing stock varies, with the majority falling under the 10-20 years old to over 20 years old category. 9% of the housing is considered to be in poor condition and 52% of housing is considered to be in average condition. Yet, 29% is considered to be in very good condition and 10% is considered to be in excellent condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The houses have been constructed in either brick or blockwork on a concrete slab with sheet metal roofing material.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

#### Smoke alarms

Of the houses surveyed internally in Inarlenge, 3 were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, 4 of the houses in Inarlenge are said to flood.

#### Visitors

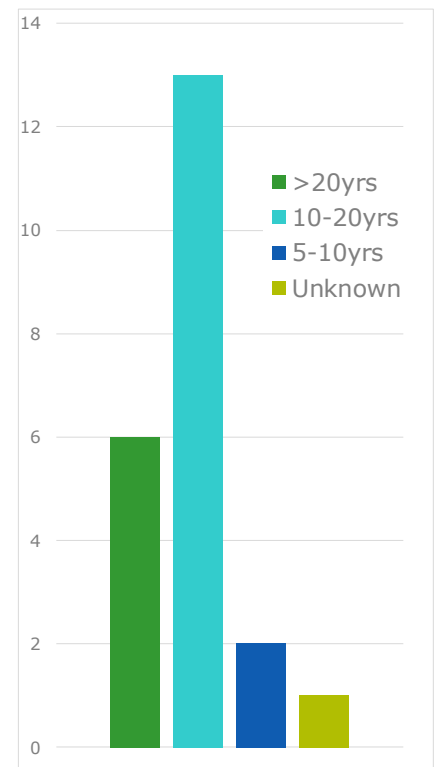
Of the dwellings to which we were permitted access, 8 houses had visitors ranging from 2 to 8 people. The residence with 8 visitors was a 3-bedroom home with 3 permanent residents, resulting in 3.7 people per room and 5.5 per toilet.

#### Overcrowding

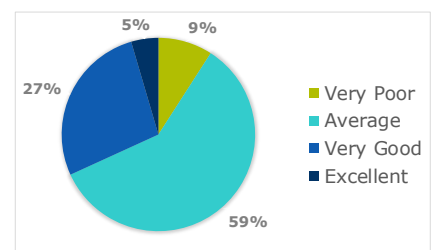
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there is 0.9 resident per bedroom and 2 per toilet. The individual house analysis shows a maximum recorded occupancy of 1.7 people per room and 5 people per toilet. These volumes are considered reasonable.



Inarlenge - Age of Housing Stock



Inarlenge - Condition Summary

<sup>25</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

### Disabilities

Of the residents recorded, none were identified as having disabilities. 6 houses were identified as having disability access ramps, and having appropriate grab rails in wet areas.

### Asbestos

Of the houses we gained access to, 6 were reported to be over 20 years old and the presence of asbestos is therefore likely. This material is considered safe if it is not disturbed.

### Security

3 of the houses to which we gained access, did not have serviceable doors. 3 houses did not have serviceable windows. The majority of houses in Inarlenge were surrounded by fences. Most were in a good condition except for 1 which was identified as having a non-serviceable gate.

### Recommended Works

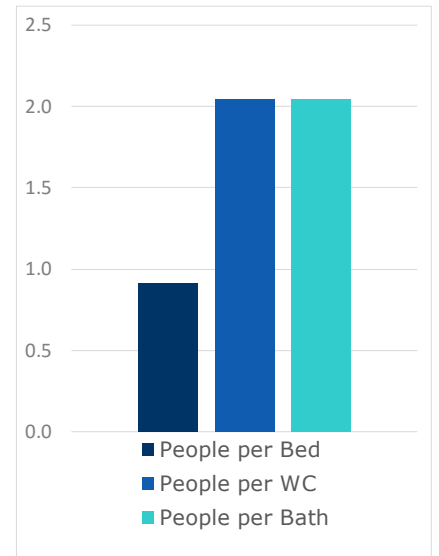
The housing condition in Inarlenge varies from very poor to excellent standards. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit.

The estimated cost to upgrade the current housing assets in Inarlenge (Little Sisters) to meet the standards of the Residential Tenancy Act, is \$1,711,644. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

### Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Inarlenge - Amenities

## Economic Development

<b>Social issues and themes voiced by residents</b>	<ul style="list-style-type: none"> <li>• Lease &amp; Governance details are complex and difficult to understand</li> <li>• Slow response to repairs and maintenance needs</li> <li>• Sentiments by residents of broken promises</li> </ul>
<b>Economic Development Opportunities</b>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills.</p> <p>This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<b>Economic Aspirations</b>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</p>
<b>Investment Opportunities</b>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> <li>• Certainty of ownership</li> <li>• Commercially viable income streams</li> <li>• Active market for any equity interests</li> </ul> <p>When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.</p> <p>The Inarlenge Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.</p> <p>It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.</p>
<b>Home Ownership Opportunities</b>	<p>Currently, there is no pathway to home ownership for residents within Inarlenge Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.</p> <p>Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.</p>

## Governance

### **Governance Structure**

The current governance structure within Inarlenge Town Camp begins with the original leaseholder Inarlenge Community Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### **Service Delivery Payment Arrangements**

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>26</sup>

For the financial year to date the Inarlenge Town Camp is paying all of the total rent charged to Town Camp residents.

### **Essential Services Payment Arrangements**

Inarlenge Town Camp essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>27</sup>

<sup>26</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>27</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Nyewente (Trucking Yards)

## Current State

March 2017



### Details

Region	Alice Springs
Lease	Crown Lease 1112 in perpetuity
Purpose	Aboriginal residential living area and ancillary

### Governance Structure

- Original Leaseholder:** Nyewente Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

**Current number of Houses** x 26

**Number of residents per room** x 0.9

Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing

x 0

Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$2.10m

### Infrastructure

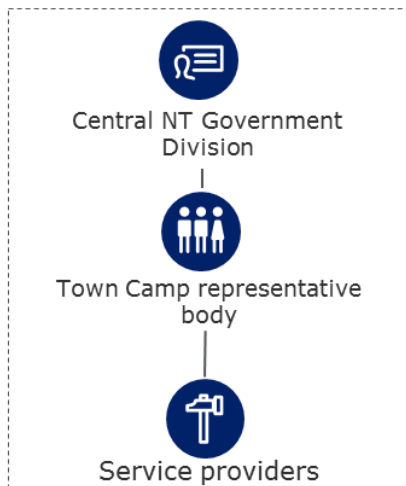


Deferred Maintenance Costs  
\$64,000



Cost to meet Design standard  
\$118,000

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Nyewente (Trucking Yards)

### Executive Summary

<b>Land</b>	Special Purposes Lease 449 in perpetuity owned by Nyewente Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is provided to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Trucking Yards is generally in either good or very good condition</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is \$64,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is \$118,000</li> <li>• The houses in Nyewente ranged from poor to excellent conditions however the cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$2.10 million</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found in the works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act.</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> <li>• Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents.</li> </ul>

- 
- Invest in public housing in areas with the economic capacity to support to the development of residents in transition.

### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them,



and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard

maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;

- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Nyewente Association Incorporated
<b>Location</b>	86 Smith Street, Ciccone
<b>Land</b>	Lot 5152 Town of Alice Springs; CUFT Vol 747 Fol 784
<b>Type of Tenure</b>	Special Purposes Lease 449 (in perpetuity)
<b>Commencement date SPL/CL</b>	17 September 1978
<b>SPL/CL Purpose</b>	Communal Settlement, Camping and Ancillary
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 449</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 22/12/2012 (Date Registered: 09/06/2010; Dealing No. 728350)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 22/12/2049 (Date Registered: 09/06/2010; Dealing No. 728331)</li> <li>• Statutory Notice – Prescribed Property (Date Registered: 13/08/1996; Dealing No. 358044)</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. A right of entry in favour of the Minister, or an officer authorised in writing by the Minister</li> <li>b. All minerals and mineral substance in or on the leased land</li> <li>c. A power of resumption</li> <li>d. A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands</li> </ol> <p>Lease provisions include the payment of annual rent, a right of the Lessee to surrender the Lease, additional payment for rent more than 3 months in arrears, lease granted subject to the Special Purposes Leases Act and Regulations.</p> <p>Lessee Covenants include that the lessee will pay rent annually in advance; that the land only be used for the lease purpose; that the lessee will pay all rates and taxes which may become due; the Lessee will undertake such land development by the dates specified; the Lessee will submit sketch plans for developments to be undertaken; That the leased land will be dust suppressed and drained for storm water; all internal roads and pathways be well drained and of good all weather condition; No building, structure or vehicle be within 7.6 meters of any road frontage; Adequate firefighting equipment be provided on site; Adequate facilities be available on site for males and females separately; that all electrical reticulation conform at all time with the appropriate by-laws, standards and specifications.</p> <p><b>2. Memorandum for Purposes of Statutory Restrictions Notice (Date Lodged: 13 August 1996, Date Registered: 13 August 1996, Dealing No. 358044)</b></p> <p>Provides notice of statutory authority restriction per s 26A (Prescribed Property) Associations Incorporation Act for Lot 5152 Town of Alice Springs (Volume 160, Folio 006, Plan S88/37).</p> <p><b>3. Lease (Date of Lease: 23 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728331)</b></p> <p>Nyewente Association Incorporated (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 23 December 2009 to 22 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change</p>

to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.

Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

#### **Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

#### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

#### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not

interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10th, 20th and 30th years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - d. Allow Sublessee to alter, remove or demolish existing improvements
  - e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
  - f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
  - g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
  - h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
  - i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
  - j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
  - k. To provide quiet enjoyment of the premises
  - l. To produce all necessary certificates requested by Sublessee
-

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia. Non Lapsing Caveat and General Consent forms have been deleted from the sublease.

A letter from the Minister for Planning and Lands, dated 21 December 2009, is attached to the Sublease consenting to the registration of Special Purposes Lease 449 for Aboriginal Communal purposes for Lot 5152 Town of Alice Springs.

**4. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728350)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcel from 23 December 2009 to 22 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation

- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 23 December 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 449, as an Aboriginal communal permitted use.

**Level of Understanding**

**Owner – rights and responsibilities**

There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.

**Residents – understanding of lease arrangement**

The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a



	complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).
<b>Compliance with lease conditions and legislation</b>	There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.
<b>Impediments in lease conditions and suggested amendments</b>	Purpose of SPL is limited to Communal Settlement, Camping and Ancillary. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.
<b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b>	<p><b><i>Special Purposes Leases Act (NT)</i></b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the Crown Lands Act (NT).</p> <p><b><i>Planning Act (NT)</i></b></p> <p>Any proposed development on the land must comply with the Planning Act, Regulations and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> <li>• There may be non-residential facilities for the social, cultural and recreational needs of residents.</li> </ul> <p>An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.</p> <p><b><i>Stronger Futures in the Northern Territory Act 2012 (Cth)</i></b></p> <p>Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.</p> <p><b><i>Native Title Act 1993 (Cth)</i></b></p> <p>The Native Title Act is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.</p> <p><b><i>Residential Tenancies Act (NT)</i></b></p> <p>Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).</p>
<b>Relevant legislation for lease holder</b>	<i>Associations Act (NT)</i>
<b>Level of support provided to lease holder and</b>	No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

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**suggested  
amendments**

Recommend transfer to incorporation under the Corporations (*Aboriginal and Torres Strait Islander*) Act 2006 (Cth).

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## Municipal and essential infrastructure

### Summary

The Trucking Yards (Nyewente) community is located east of Alice Springs. The community consists of 26 residential dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Trucking Yards is generally in either good or very good condition since it has recently been upgraded. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network complies with relevant standards and has sufficient capacity for the current number of houses. No upgrades are recommended.

The DN150 PVC water main complies with relevant standards and the capacity of the existing water reticulation is sufficient. The community is viewed overall as a large single lot and so it is proposed to have the water usage measured accordingly. In order to measure the water usage as a single lot, a bulk water meter is recommended be installed, along with associated works to create a single supply point to the community. Additionally, residential lot water meters should be located on the connection to each dwelling which will assist with bill distribution to residents and identifying any leaks in the internal network.

The road infrastructure and stormwater drainage have been upgraded to comply with Alice Springs Town Council requirements, however the upgrades have not been approved for hand over to the ASTC.

The community structures in Trucking Yards include two playgrounds, a BBQ area and a basketball court. One of the playgrounds was in very poor condition and requires repairs and maintenance.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



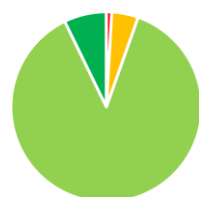
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Trucking Yards community:

#### **Sewerage**

- Repair one manhole

#### **Water supply**

- Clear soil from coving two fire hydrant
- Repaint three fire hydrants
- Clear overgrown grass from two residential water meters
- Install up to four new residential lot water meter
- Disconnect secondary supply point and reconnect to water main creating a looped
- Install new bulk water meter at community boundary

#### **Roadworks**

- General clean 400 m of pavement and road reserve to ensure there is no rubbish, graffiti or broken glass.
- Replace one road sign

#### **Stormwater drainage**

- Clear blockages from seven side entry pits

#### **Community structures**

- Paint 'key' lines on basketball court
- General clean of all community structures and surrounding areas to ensure all rubbish, graffiti and broken glass is removed
- Repair damages to several items in the playground
- Repair tears to the shade sail over one of the playgrounds

#### **Electrical services**

- Replace three switchboards inside the metering panel
- Replace two switchboards associated to dwellings

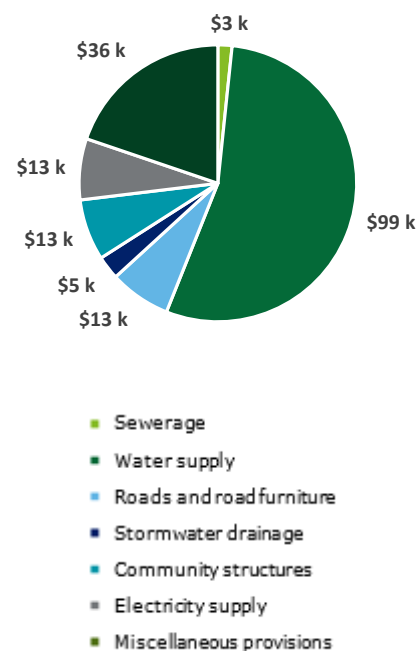
#### **Communications**

- NBN is available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 3,000	\$ 0
Water supply	\$ 2,000	\$ 97,000
Roadworks	\$ 13,000	\$ 0
Stormwater drainage	\$ 5,000	\$ 0
Community structures	\$ 13,000	\$ 0
Electrical	\$ 13,000	\$ 0
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 15,000	\$ 21,000
<b>Total (including GST)</b>	<b>\$ 64,000</b>	<b>\$ 118,000</b>
<b>Grand total</b>	<b>\$ 182,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Nyewente was surveyed on the 17th, 23rd and 24th of January 2017, and again on the 14th and 15th of March 2017. Of the 26 funded dwellings<sup>28</sup> identified by the client, all of them were identified on site..

### Current state of play

#### Housing summary and condition

The age of housing stock varies from 5-10 years to 10- 20 years old. 46% were considered to be in very good condition and 46% were considered to be in average condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of the houses are ground level blockwork on concrete slab construction with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems

#### Smoke alarms

Of the houses surveyed internally in Nyewente, 6 were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, 4 of the houses were said to flood.

#### Visitors

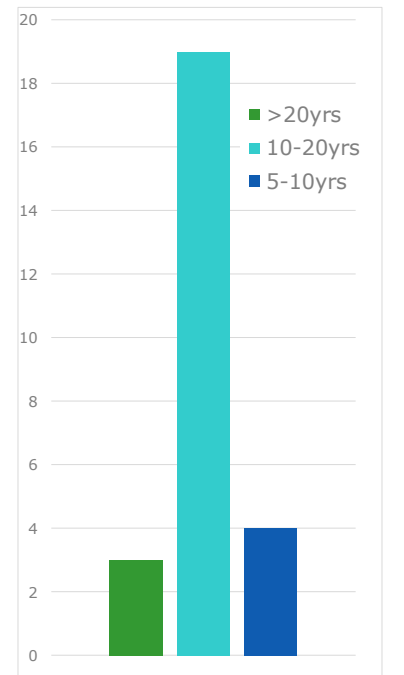
Of the dwellings to which we were permitted access, visitors ranged from 1 to 5 per dwelling. The residence with 5 visitors was a 3-bedroom home with 3 permanent residents, resulting in 2.6 people per room and 8 people per toilet which would present a significant strain on the amenities.

#### Overcrowding

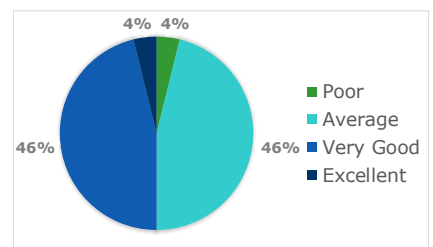
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there is 0.9 residents per bedroom and 2.3 per toilet. Of the individual houses surveyed, the maximum recorded occupancy was 2.0 people per room and 4 people per



Nyewente - Age of Housing Stock



Nyewente - Condition Summary

<sup>28</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

bathroom and toilet. These are considered reasonable however, during periods of high visitation these values would differ.

**Disabilities**

Of the residents recorded, 2 were listed as having disabilities. 1 lived in a house without grab rails or access ramp. 7 houses in Nyewente were identified as having appropriate grab rails in the wet areas and one ramp was identified.

**Asbestos**

As the majority of the houses were reported to be 10-20 years old or below, the presence of asbestos is unlikely. Of the 20 houses examined internally, none were listed as likely to contain asbestos.

**Security**

Of the houses we gained access to, 3 had non-serviceable doors. The houses in Nyewente were surrounded by fences that ranged in condition.

**Recommended Works**

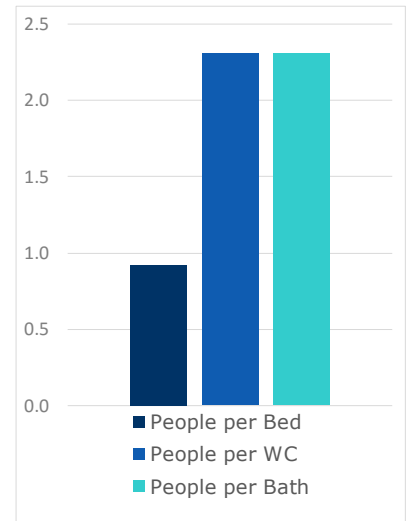
The houses in Nyewente housing condition varied from poor to excellent standards. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Nyewente (Trucking Yards) to meet the standards of the Residential Tenancy Act, is \$2,101,260. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

**Asbestos Recommendations**

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Nyewente - Amenities

## Economic Development

### Social issues and themes voiced by residents

- Lease & Governance details are complex and difficult to understand
- Slow response to repairs and maintenance needs
- Sentiments by residents of broken promises

### Economic Development Opportunities

Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills. This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.

Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.

For detailed rationale and recommendations see the Economic Development section of the report.

### Economic Aspirations

Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.

Workshop participants want a housing program that is locally based and employs local residents.

### Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.

The Nyewente Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.

It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria.

### Home Ownership Opportunities

Currently, there is no pathway to home ownership for residents within Nyewente Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.



## Governance

### **Governance Structure**

The current governance structure within Nyewente Town Camp begins with the original leaseholder Nyewente Association Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&R Building and Construction, SDA & Co Pty Ltd and Tangentyere Construction.

This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps' residents. This will enable the design and implementation of sustainable maintenance programs.

It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.

It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.

For detailed rationale and recommendations see the Governance section of the report.

### **Service Delivery Payment Arrangements**

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>29</sup>

For the financial year to date the Nyewente Town Camp is paying approximately 98% of the total rent charged to Town Camp residents.<sup>30</sup>

### **Essential Services Payment Arrangements**

Nyewente Town Camps' essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>31</sup>

<sup>29</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>30</sup> This information was provided by the Department of Housing and Community Development

<sup>31</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Hoppys

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity



Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Special purpose Lease 426 (in perpetuity)
Purpose	Aboriginal Communal Purposes

### Governance Structure

- Original Leaseholder:** Anthelk-Ewlpaye Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$1.52m

### Infrastructure

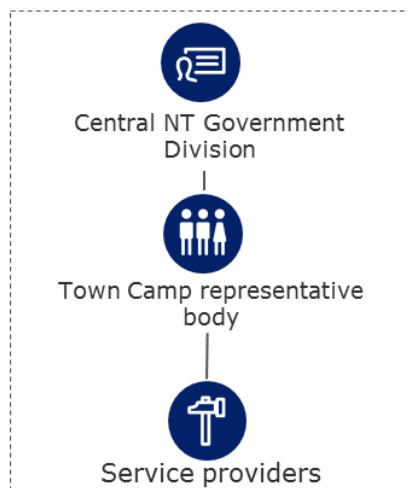


Deferred Maintenance Costs  
\$80,000



Cost to meet Design standard  
\$1.65m

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Hoppys

### Executive Summary

<b>Land</b>	Special Purposes Lease 426 in perpetuity owned by Anthelk-Ewlpaye Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is provided to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Hoppys is generally in good condition with the exception of the storm water drainage which is in an overall very poor condition</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is \$80 ,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is \$1.65 million</li> <li>• The majority of the houses in Hoppy’s was identified to be in an average and very good condition, however the cleanliness of the properties presents as serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$1.51 million</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found in works section below</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act.</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> <li>• Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents</li> </ul>

- 
- Invest in public housing in areas with the economic capacity to support to the development of residents in transition
- 

### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their

community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and

they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;

- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Anthelk-Ewlpaye Association Incorporated
<b>Location</b>	Stuart, Alice Springs
<b>Land</b>	Lot 3702 Town of Alice Springs; CUFT Vol 747 Fol 787
<b>Type of Tenure</b>	Special Purposes Lease 426 (in perpetuity) (jointly covers Item 3 and Item 15 TCs also)
<b>Commencement date SPL/CL</b>	12 August 1977
<b>SPL/CL Purpose</b>	Aboriginal Communal Purposes
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 426</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – Expiring 2 December 2012 (728336)</li> <li>• Sublease to Executive Director of Township Leasing - expiring 2 December 2049</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. A right of entry in favour of the Administrator or an officer authorised in writing by the Administrator.</li> <li>b. All minerals and mineral substances in or on the leased land</li> <li>c. A power of resumption</li> <li>d. A right of entry and inspection for the purposes of providing and maintaining water, sewer, electricity and other services on the leased land or on other lands</li> </ol> <p>Provisions include annual rent, late fees for overdue rent, forfeiture liabilities, compliance with covenants, conditions and regulations and right to surrender lease.</p> <p>Lessee covenants include duty to pay rent, rates and taxes for leased land; use land for intended purposes specified in the lease; erect maintain and repair improvements; obtain written approval from the Minister for raising value of improvements; implement and maintain facilities and infrastructure (drainage, electrical, water and sewage; that dust suppression and storm water drainage be undertaken; Amenities and facilities be made available for men and women separately.</p> <p><b>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728336)</b></p> <p>Anthelk-Ewlpaye Association Incorporated (Owner/Sub-Lessor) grants an interest in the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.</p> <p>The conditions and covenants implied by Sections 117 and 199 <i>Law of Property Act</i> shall not apply to this lease.</p> <p><b>Transition from existing arrangements</b></p> <p>Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant’s Right of Occupation) and rents are payable to the Sublessee.</p>



### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- b. To comply with applicable laws, government agency notices and/or planning scheme requirements
- c. To comply with lease terms and conditions
- d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
- e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
- g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
- h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
- i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
- k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
- m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee

- 
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
  - s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> years of this sublease
  - t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
  - u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
  - v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
  - w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
  - x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

Three letters from the Minister for Planning and Lands, dated 29 July 2009, are attached to the Sublease consenting to the registration of Special Purposes Lease 426 for Aboriginal communal purposes for Lots 1733, 3702 and 3704 Town of Alice Springs.

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**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728359)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole parcels from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death of injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements
- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations

- s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
- t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
- Pay for all electricity, water and gas consumed or used on the premises;
- Comply with the Sublease between the EDTL and NTA;
- Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

### 5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

<p><b>Level of Understanding</b></p>	<p><b>Owner – rights and responsibilities</b></p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p> <p><b>Residents – understanding of lease arrangement</b></p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned they house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<p><b>Compliance with lease conditions and legislation</b></p>	<p>There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.</p>
<p><b>Impediments in lease conditions and suggested amendments</b></p>	<p>Purpose of SPL is limited to Aboriginal Communal Purposes. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>
<p><b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b></p>	<p><b>Associations Act (NT)</b></p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p><b>Special Purposes Leases Act (NT)</b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the <i>Crown Lands Act</i> (NT).</p> <p><b>Planning Act (NT)</b></p>

Any proposed development on the land must comply with the *Planning Act, Regulations* and NT Planning Scheme.

The zoning rules for Community Living zone are:

- The primary purpose of Zone CL is to provide for community living.
- Residential accommodation may be temporary or permanent.
- There may be non-residential facilities for the social, cultural and recreational needs of residents.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

***Stronger Futures in the Northern Territory Act 2012 (Cth)***

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

***Native Title Act 1993 (Cth)***

The *Native Title Act* is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.

***Residential Tenancies Act (NT)***

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

***Housing Act (NT)***

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

<b>Relevant legislation for lease holder</b>	<i>Associations Act (NT)</i>
<b>Level of support provided to lease holder and suggested amendments</b>	No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.  Recommend transfer to incorporation under the Corporations ( <i>Aboriginal and Torres Strait Islander</i> ) Act 2006 (Cth).

## Municipal and essential infrastructure

### Summary

The Hoppys community is located north of Alice Springs. The community consists of eighteen residential dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Hoppys is generally in good condition with the exception of the stormwater drainage which is in an overall very poor condition, and some of the community structures which are also in very poor condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network does not comply with relevant standards. However the network has sufficient capacity for the current number of houses. It is recommended that a new DN150 PVC reticulation main, including housing connections and manholes within the road reserve is constructed along with a new pump station.

The water mains servicing Hoppys are part of the PWC network, although they do not comply with current standards. The DN150 water main is, however expected to have sufficient capacity. Hoppys water reticulation is not isolated to the town camp, as it also services the neighbouring communities of Charles Creek and Kunoth as well as continuing through to other areas of Alice Springs. Therefore, the water usage cannot be measured using a bulk water meter. It is intended that Hoppys community has an isolated water main, however this requires a bypass water main to be installed which is expected to not be economically viable. The proposed upgrades include installing water meters on the connection to each property.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

The community structure at Hoppys include a bubbler in very poor condition and a playground in very good condition. Repairs and maintenance are required.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The site is supplied from the Stuart Highway via underground consumers mains. The upstream transformer is owned by PWC who have determined that the actual load on the transformers is acceptable. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is planned to be made available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades.

A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Hoppys camp community:

#### **Sewerage**

- Construct new DN150 PVC reticulation main, including housing connections and manholes, within the road reserve, or within new sewer easements.
- Install new pump station to PWC standards and remove existing STEP system. This will require further engineering design.

#### **Water supply**

- Repaint two fire hydrants
- Clear debris from two lot meters
- Install up to two new residential water meters

#### **Roadworks**

- Fill and reseal six potholes
- Repair 80 m of edge breaks
- Total reseal of 80 m<sup>2</sup> of pavement
- General clean of 160 m of pavement and road reserve
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerb and gutters, side entry pits, and underground drainage.
- Clear blockages from culvert and reshape swales upstream and downstream of culvert

#### **Community structures**

- General clean around playground to remove any rubbish, graffiti and glass
- Conduct maintenance on bubbler to identify the issue and resolve it

#### **Electrical services**

- Replace two street lights 70W



- Replace two switchboards
- Install new street lighting - approximately 8 poles

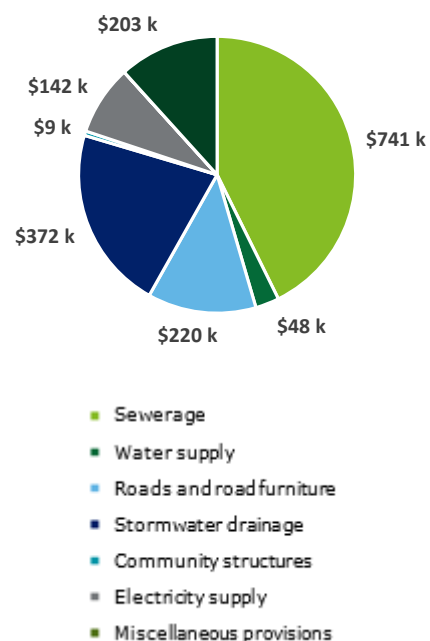
**Communications**

- NBN is available upon application.

**Cost estimates**

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 741,000
Water supply	\$ 1,000	\$ 47,000
Roadworks	\$ 25,000	\$ 195,000
Stormwater drainage	\$ 0	\$ 372,000
Community structures	\$ 9,000	\$ 0
Electrical	\$ 28,000	\$ 114,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 17,000	\$ 186,000
<b>Total (including GST)</b>	<b>\$ 80,000</b>	<b>\$ 1,655,000</b>
<b>Grand total</b>	<b>\$ 1,735,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Hoppys was surveyed on the 17th and 25th of January 2017, and again on the 14th of March 2017.

### Current state of play

#### Housing summary and condition

The housing stock is aging with majority considered to be 10 to 20 years old. 33% of the houses were identified to be in very good condition and 61% were considered to be in average condition. Also, 6% were of excellent condition. This rating does not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of the houses have been constructed in blockwork on a concrete slab with sheet metal roofing material.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems.

#### Smoke alarms

Of the houses surveyed internally in Hoppys, 8 were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, 2 of the houses in Hoppys are said to flood.

#### Visitors

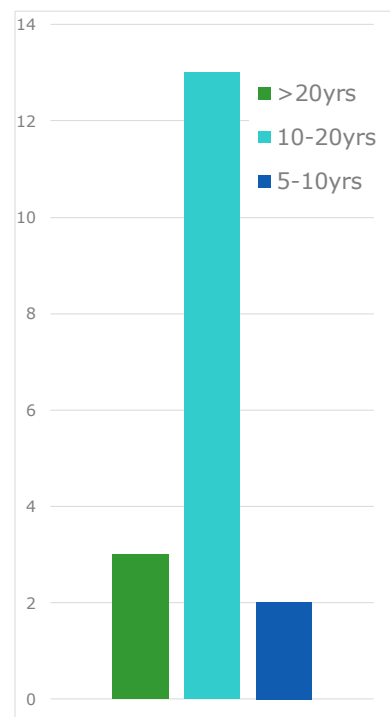
Of the dwellings to which we were permitted access, the number of visitors ranged from 2 to 4. The residence with 3 visitors was a 2-bedroom home with 4 permanent residents, resulting in 3.5 people per room and 7 per toilet. These figures indicate a moderate strain on amenities.

#### Overcrowding

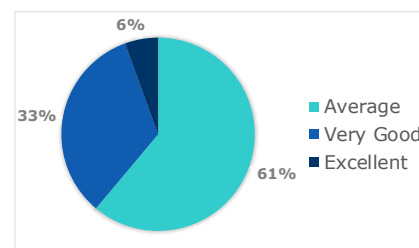
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

The data analysis of the community shows that on average there are 1.2 residents per bedroom and 3.2 per toilet. An individual house analysis shows a maximum recorded occupancy of 1.75 people per room and 7 people per toilet. During periods of high visitation these values would differ.



Hoppys - Age of Housing Stock



Hoppys - Condition Summary

**Disabilities**

Of the residents recorded, 2 were identified as having disabilities. 1 resided in a house with no equipment to cater for disabilities, whilst the other lived in a house that was equipped with a grab rail. 2 other houses in Hoppys were identified as having ramps, whilst 3 others had grab rails.

**Asbestos**

Since the majority of the houses were reported to range from 10 to 20 years old, the presence of asbestos is unlikely. However 1 house was considered likely to contain asbestos.

**Security**

Most houses were identified as having serviceable doors and windows. 2 houses had non-serviceable windows and 2 houses had non-serviceable doors. The majority of houses in Hoppys were surrounded by fences.

**Recommended Works**

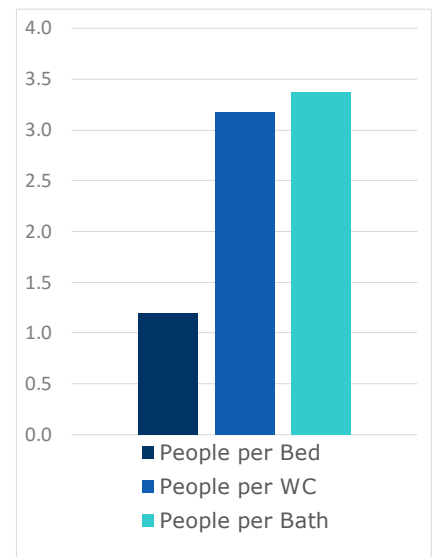
The majority of the houses in Hoppys was identified to be of average standards, however the cleanliness of the properties presents as serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to meet the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below the acceptable limit.

The estimated cost to upgrade the current housing assets in Hoppys to meet the standards of the Residential Tenancy Act, is \$1,518,738. This includes margins and adjustments. Refer to appendix for the complete costing report.

**Asbestos recommendations**

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Hoppys - Amenities

## Economic Development

### Social issues and themes voiced by residents

- Lease & Governance details are complex and difficult to understand
- Slow response to repairs and maintenance needs
- Sentiments by residents of broken promises

### Economic Development Opportunities

Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills. This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.

Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.

For detailed rationale and recommendations see the Economic Development section of the report.

### Economic Aspirations

Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.

Workshop participants want a housing program that is locally based and employs local residents.

### Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.

Hoppys Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.

It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees.

### Home Ownership Opportunities

Currently, there is no pathway to home ownership for residents within Hoppys Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.



## Governance

<p><b>Governance Structure</b></p>	<p>The current governance structure within Hoppys Town Camp begins with the original leaseholder Anthelk-Ewlpaye Association Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&amp;R Building and Construction, SDA &amp; Co Pty Ltd and Tangentyere Construction.</p> <p>This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps’ residents. This will enable the design and implementation of sustainable maintenance programs.</p> <p>It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.</p> <p>It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.</p> <p>For detailed rationale and recommendations see the Governance section of the report.</p>
<p>Service Delivery Payment Arrangements</p>	<p>Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents then pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>32</sup></p> <p>For the financial year to date Hoppys Town Camp is paying all of the total rent charged to Town Camp residents.<sup>33</sup></p>
<p><b>Essential Services Payment Arrangements</b></p>	<p>Hoppys Town Camps’ essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident’s wider payments of rent. The residents pay for the power they use.<sup>34</sup></p>

<sup>32</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>33</sup> This information was provided in consultation with the Department of Housing and Community Development

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# Ipiye Ipiye

## Current State

March 2017

Legal and Legislative



Housing



Infrastructure



Economic Opportunity

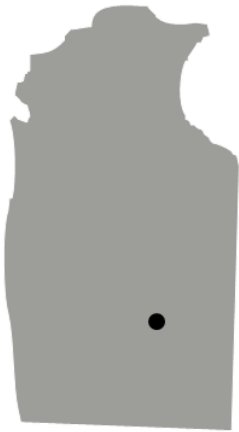


Governance



### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor



### Details

Region	Alice Springs
Lease	Estate in Fee Simple owned by Commonwealth of Australia
Purpose	N/A

### Governance Structure

- Owner:** Commonwealth of Australia
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Estate in Fee – no need to change

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$1.36m

### Infrastructure

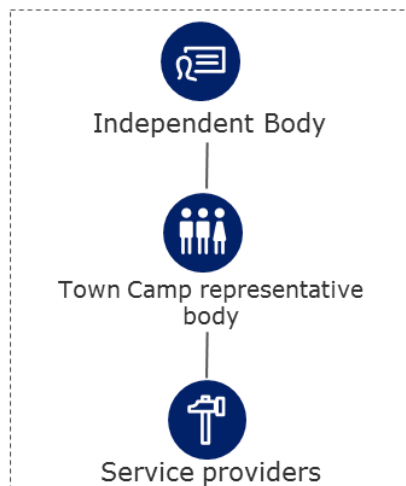


Deferred Maintenance Costs  
\$47,000



Cost to meet Design standard  
\$48,000

### Governance



### Economic development opportunities



Town Camp Services



Pooled Employment Services



Individual Employment



Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.



## Ilpiye Ilpiye

### Executive Summary

<b>Land</b>	Estate in Fee Simple owned by Commonwealth of Australia
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• Currently the municipal infrastructure at Ilpeye Ilpeye is generally in either very good or excellent condition</li> <li>• Estimated maintenance costs required for existing infrastructure is \$47,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is \$48,000</li> <li>• The houses in Ilpiye Ilpiye were in poor to excellent condition and the cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$1.36 million</li> <li>• Limited economic development opportunities exist</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• A summary of the recommended maintenance works required can be found in Section 3</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> <li>• Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents</li> </ul>

## Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to "coerce" Town Camp Presidents to convince their community to accept a lease and in their words, "betray their identity as Town Campers". They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over

the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

## Space

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men's accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the "Room to Breathe" initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants' responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

## Interface

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, "Handing on the Passion". Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

## Visions

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;
- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Commonwealth of Australia
<b>Location</b>	45 Oonchiunpa Road, Sadadeen
<b>Land</b>	Lot 6911 Town of Alice Springs; CUFT Vol 745 Fol 281
<b>Type of Tenure</b>	Estate in Fee Simple
<b>Commencement date SPL/CL</b>	N/A
<b>SPL/CL Purpose</b>	N/A
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Search Certificate (Date Registered: 2 March 2010; Duplicate Certificate of Title issued 2 March 2010, Volume 747, Folio 281).</b></p> <p>Search certificate lists the following dealings:</p> <ol style="list-style-type: none"> <li>Request to issue Certificate of Title (Registered 02/03/2010); Dealing No. 721812)</li> <li>Lease to Northern Territory of Australia – expiring 31/01/2013 (registered 02/03/2010; Dealing No. 721811)</li> </ol> <p>Ilpeye Ilpeye was compulsorily acquired by the Commonwealth pursuant to the <i>Northern Territory National Emergency Response Act 2007</i> (Cth). The compulsory acquisition was a part of an agreement struck between Ilpeye-Ilpeye Aboriginal Corporation, the Commonwealth and the NTA which would involve the land being separated into 3 parts as follows:</p> <ul style="list-style-type: none"> <li>One part being granted as freehold to NTA for the provision of public housing and home ownership opportunities (e.g. a rent to buy scheme)</li> <li>One part being granted as freehold to Ilpeye-Ilpeye Aboriginal Corporation as a serviced 10 lot subdivision as part of the Alice Springs municipality; and</li> <li>The last part being maintained as conservation area and a sacred site.</li> </ul> <p><b>2. Lease (Date of Sublease: 1 February 2010, Date Lodged: 24 February 2010, Date Registered: 3 March 2010, Dealing No. 721811)</b></p> <p>Commonwealth of Australia C/- the Department of Families, Housing, Community Services and Indigenous Affairs (Owner/Lessor) grants a lease (Housing Management Agreement Ilpeye Ilpeye) to Northern Territory of Australia (Tenant/Lessee) as Joint Tenants/Tenants in Common (Shareholding) for Lot 6911 Town of Alice Springs (CUFT Volume 745, Folio 53, and Plan S85/015) from 1 February 2010 to 31 January 2013 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Lessee overholds the Living Area without objection by the Lessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the lease ends for any reason.</p> <p>The conditions and covenants implied by Sections 117 and 199 <i>Law of Property Act</i> shall not apply to this lease.</p> <p>Lessee covenants include:</p> <ol style="list-style-type: none"> <li>To enable Owner to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works</li> <li>To pay rent, if demanded (within 30 days of receiving notice of demand), rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)</li> <li>To negotiate an agreement with Service Providers relating to services</li> </ol>

- d. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of Lessees, Underlessee, licensees and persons holding Preserved Interests
- e. To maintain, repair or replace any existing improvements
- f. To alter, remove or demolish the existing improvements
- g. To pay the Lessor, upon demand for all works carried out by Lessor where the Underlessee has failed to carry out works under its lease obligations
- h. To comply with applicable laws, government agency notices and/or planning scheme requirements
- i. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Lessor
- j. To consult with the with the Ipeye Ilpeye Aboriginal Corporation in relation to housing and tenancy management policies and procedures (not less than every six months) for Living Areas
- k. Provide Lessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- l. To indemnify Lessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- m. To release the Lessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Lessor or its agent in the Living Area; and failure of any of the services
- n. To use land for intended lease purposes (provision of community or public housing services and related infrastructure (and all purposes incidental to)
- o. To use and occupy land, existing improvements, services at the Lessee's own risk
- p. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- q. To return land to the Lessor at the expiration, surrender or earlier determination of the Lessee's occupation in a condition consistent with its obligations under the sublease

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Lessee's use of the land during the undertaking of works
  - b. Pay rent, licence fees or other monies to the Lessor under or in connection with a Preserved Tenancy Agreement are payable to the Lessee
  - c. To negotiate an agreement with Service Providers relating to services
  - d. Provide access to premises and shall not interfere with the enjoyment and rights of Lessee, licensees and persons holding rights of occupation
  - e. To provide quiet enjoyment of the premises
  - f. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of Underlessee, licensees and persons holding Preserved Interests
  - g. To allow Lessee to grant Tenancy Agreements in accordance with Housing Management Agreement, underleases (not exceeding lease term and Housing Management Agreement) and land licences
  - h. To allow Lessee to terminate a Preserved Tenancy Agreement
  - i. Allow Lessee to alter, remove or demolish existing improvements
  - j. To produce all necessary certificates requested by Lessee
-



- k. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Lessee or where the Lessee fails to comply with requirements
- l. Allow Lessee to maintain ownership of its improvements and services during the lease term

There is no obligation, for the Lessee or Lessor) to reinstate land if at any time during the term any part of the land is wholly or partly damaged, destroyed, becomes unfit or incapable of occupation, with the exception of improvements.

A Notice to the Northern Territory of Australia Under Subsection 47(1) of the Northern Territory National Emergency Response Act 2007, Vesting of Rights, Titles and Interests in the Land in the Commonwealth, Alice Springs Town Camp Land is attached to the lease (dated 28 January 2010). The Minister for Families, Housing, Community Services and Indigenous Affairs on behalf of Commonwealth of Australia provides notice to the Northern Territory of Australia of vesting rights, titles and interests in for Lot 6911 Town of Alice Springs (Volume 198, Folio 072) from plan S85/015 for the purposes of improving the wellbeing of Aboriginal People by implementing a method of delivering housing. Preserved rights, titles and interests include:

- right to occupy premises
- easements
- access or cross land (Northern Territory Aboriginal Sacred Sites Act (NT))
- right of way over any public roads; and
- rights or interests in the land held by a utility service provider

The notice does not include rights, titles, interests in relation to minerals, petroleum, or gas (including rights, titles or interests to explore, prospect, min, mine for, or extract, minerals, petroleum or gas. A letter is attached from the Department of Families Housing, Community Services and Indigenous Affairs (dated 15 February, 2010) confirming that all rights, title and interests in the Ilpeye-Ipeye Town Camp were vested in the Commonwealth on 1 February 2010 and confirming that the certificate of title will be returned to the Land Title Office if it comes into the possession in the future. The letter also noted that the Tangentyere Council held the certificate of title but could not locate the original.

**3. Request to Issue Certificate as to Title (Lodgement Date: 24 February 2010; Registered on 2 March 2010, Dealing No. 721812)**

A request from the registered owner, Commonwealth of Australia C/- the Department of Families, Housing, Community Services and Indigenous Affairs, that a Certificate as to Title be issued for Lot 6911 Town of Alice Springs from plan S 85/015 (CUFT Volume 745, Folio 053). The request includes a signed annexure sheet.

<b>Level of Understanding</b>	N/A
<b>Compliance with lease conditions and legislation</b>	N/A
<b>Impediments in lease conditions and suggested amendments</b>	N/A
<b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b>	<p><b>Planning Act (NT), Regulations and NT Planning Scheme</b></p> <p>Any proposed development on the land must comply with the <i>Planning Act, Regulations</i> and NT Planning Scheme.</p> <p>The zoning rules for Community Living zone are:</p> <ul style="list-style-type: none"> <li>• The primary purpose of Zone CL is to provide for community living.</li> <li>• Residential accommodation may be temporary or permanent.</li> </ul>

- There may be non-residential facilities for the social, cultural and recreational needs of residents.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

***Residential Tenancies Act (NT)***

Whilst not relevant to the current land dealings, if any form of long term residential leasing is considered akin to 'home ownership' then that form of leasing may require exemption from the *Residential Tenancies Act* (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord's obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

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## Municipal and essential infrastructure

### Summary

The Ilpeye Ilpeye community is located east of Alice Springs. The community consists of 14 residential dwellings, which are serviced by a formal two lane road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Ilpeye Ilpeye is generally in either very good or excellent condition, due to the recent upgrades. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network complies with relevant standards. The sewer network has sufficient capacity for the current number of houses. No upgrades are recommended for the current use.

The water supply network has recently been upgraded, however as-constructed drawings are not yet available for analysis of the water reticulation network. The as-constructed drawings are required to confirm compliance to relevant standards, although it is understood that the network complies and has sufficient capacity. Water usage is proposed to be measured at residential lot water meter rather than a bulk water meter as the community is in the process of being formally subdivided. Upgrades to the water reticulation network involve installing water meters on the connection to all properties that are currently unmetred.

The road and stormwater drainage infrastructure have been upgraded to comply with Alice Springs Town Council requirements, however the upgrades have not been approved or handed over to the ASTC.

The community structures at Ilpeye Ilpeye include a bubbler, playground and shaded sitting area all in very good condition.

The electrical network generally complies with relevant standards and practices for private infrastructure and appears to comply with PWC standards. The calculated maximum demand exceeds the capacity of the substation on site based on PWC information however, PWC advise that this transformer may have recently been upgraded under the SIHIP program however since as-constructed drawings are not yet available this could not be confirmed. This infrastructure has not been handed over to PWC.

Details of communications infrastructure held by Telstra were not provided for this report. The site has been provided with pit and conduit infrastructure intended for use by NBN however, the NBN rollout map confirms that NBN is not

Sewerage infrastructure condition



Water infrastructure condition



Road infrastructure condition



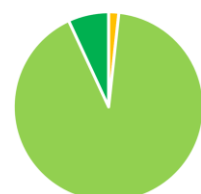
Stormwater drainage condition



Community structure condition



Electrical infrastructure condition



Very poor Poor Good Very good Excellent

available at this town camp. Representatives from NBN's and Access and Stake Holder management teams are currently engaged with the Department of Housing and Community Development to look at how camps will be serviced. It is expected that any existing premises in Ilpeye Ilpeye will have some type of NBN service via the NBN brownfields rollout in the future.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades.

A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Ilpeye Ilpeye community:

#### **Sewerage**

- No upgrades required.

#### **Water supply**

- Replace one tap handle
- Install up to seven new residential lot water meters

#### **Roadworks**

- General tidy up of approximately 1000 m of road

#### **Stormwater drainage**

- No upgrades required.

#### **Community structures**

- General clean of community structures and the area surrounding them to ensure all rubbish, graffiti and glass is removed.

#### **Electrical services**

- Replace one switchboard

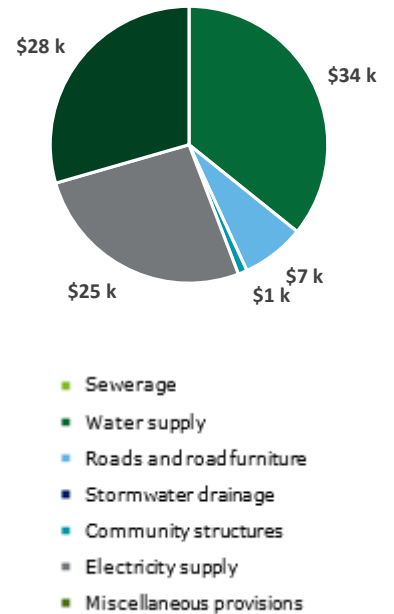
#### **Communications**

- NBN is expected to be available to the town camp in the near future

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 0
Water supply	\$ 0	\$ 34,000
Roadworks	\$ 7,000	\$ 0
Stormwater drainage	\$ 0	\$ 0
Community structures	\$ 1,000	\$ 0
Electrical	\$ 25,000	\$ 0
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 14,000	\$ 14,000
<b>Total (including GST)</b>	<b>\$ 47,000</b>	<b>\$ 48,000</b>
<b>Grand total</b>	<b>\$ 95,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Ipiye Ipiye was surveyed on the 23rd November 2016, the 18th January 2017, and on the 15th and 16th of March 2017. All of the 15 funded dwellings<sup>35</sup> identified by the client, were identified on site. 14 surveys were recorded.

### Current state of play

#### Housing summary and condition

The age of the housing stock varies from 10 years old to over 20 years old. The condition of housing ranged from poor to excellent, 43% were considered to be in very good condition and 43% were considered to be in average condition. These ratings do not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. The majority of the houses were of ground level blockwork construction with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems

#### Smoke alarms

Of the houses surveyed internally in Ipiye Ipiye, 2 were identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, 1 of the houses was said to flood.

#### Visitors

Of the dwellings to which we were permitted access, some had visitors ranging from 2 to 5 visitors. The residence with 5 visitors was a 3-bedroom home with 6 permanent residents, resulting in 3.7 people per room and 5.5 people per toilet.

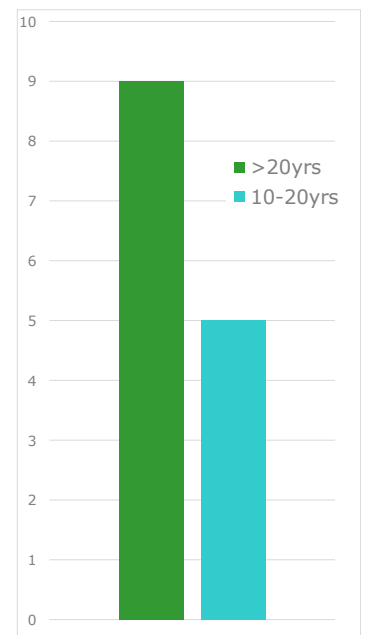
#### Overcrowding

The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

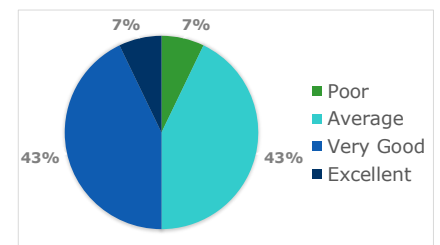
#### Amenities

The data analysis of the community shows that on average there was 1 resident per bedroom and 2.4 per toilet. Of the individual houses surveyed, the maximum recorded occupancy was 2.0 people per room, 3 people per toilet and 6 people per bathroom. During periods of high visitation these values would differ.

#### Disabilities



Ipiye Ipiye – Age of Housing Stock



Ipiye Ipiye - Condition Summary

<sup>35</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

Of the residents recorded, none were listed as having disabilities. 4 houses were identified as having appropriate grab rails in the wet areas and 2 houses had access ramps.

**Asbestos**

As the majority of the houses were reported to be over 20 years old, the presence of asbestos is likely. Of the houses examined internally, 3 were listed as likely to contain asbestos.

**Security**

Of the houses we gained access to, 4 houses had non serviceable doors and 3 had non serviceable windows. The houses in Ipiye Ipiye were surrounded by fences that ranged from very poor to average condition.

**Recommended Works**

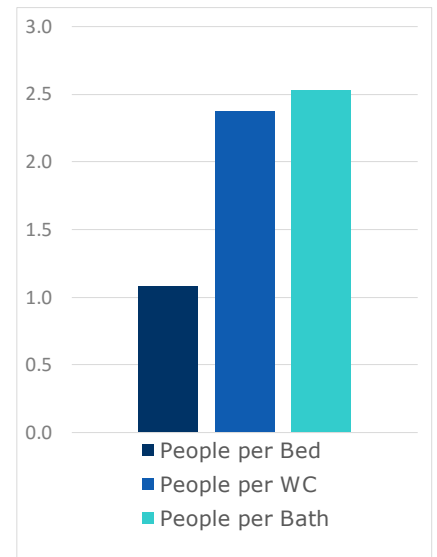
The houses in Ipiye Ipiye were in poor to excellent condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to meet the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Ipiye Ipiye to meet the standards of the Residential Tenancy Act, is \$1,361,802. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

**Asbestos recommendations**

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



## Economic Development

<p><b>Social issues and themes voiced by residents</b></p>	<ul style="list-style-type: none"> <li>• Lease &amp; Governance details are complex and difficult to understand</li> <li>• Slow response to repairs and maintenance needs</li> <li>• Sentiments by residents of broken promises</li> </ul>
<p><b>Economic Development Opportunities</b></p>	<p>Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills. This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.</p> <p>Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.</p> <p>For detailed rationale and recommendations see the Economic Development section of the report.</p>
<p><b>Economic Aspirations</b></p>	<p>Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.</p> <p>Workshop participants want a housing program that is locally based and employs local residents.</p>
<p><b>Investment Opportunities</b></p>	<p>Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:</p> <ul style="list-style-type: none"> <li>• Certainty of ownership</li> <li>• Commercially viable income streams</li> <li>• Active market for any equity interests</li> </ul> <p>When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.</p> <p>The Ilpiye Ilpiye Town Camp is unique as the only Alice Springs Town Camps to have freehold title. Following the completion of the subdivision process residents and the Town Camp have the ability to purchase land and use this for the pursuit of economic opportunity. In the future this will provide both certainty of ownership and in time an active market for equity interests. For investment by the private sector all that is required is commercially viable income streams. Contributions by Ilpiye Ilpiye Town Camp is currently below market value but is a substantial proportion of the amount charged. Recent significant investment in Ilpiye Ilpiye Town Camp infrastructure presents an opportunity for private maintenance of essential infrastructure and housing. Provided enough incentive exists for maintenance of the Ilpiye Ilpiye Town Camp commercially viable income streams could very well be established.</p> <p>A pathway to investment opportunities exist and private investment in maintenance or other commercial opportunities are likely to exist into the future.</p>
<p><b>Home Ownership Opportunities</b></p>	<p>Currently, there is a pathway to home ownership for residents within Ilpiye Ilpiye Town Camp. Following the successful completion of the subdivision process Town Camp residents can successfully purchase subdivided lots provided enough incentive exists. Freehold title in the Ilpiye Ilpiye Town Camp is an example of how pathways to home ownership can be established.</p>



## Governance

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### **Governance Structure**

The current governance structure within Ipiye Ipiye Town Camp differs from all other Alice Springs Town Camps. Ipeye Ipeye was compulsorily acquired by the Commonwealth with the land being separated into 3 parts. Separate parcels of freehold land are held by the Northern Territory of Australia and the Ipeye-Ipeye Aboriginal Corporation. The final parcel is maintained as conservation area and a sacred site.

The governance structure of the Ipiye Ipiye Town Camp is significantly simplified in comparison to other Town camps. It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camp. In the case of Ipiye Ipiye the independent body can assist residents to undertake pathways to home ownership and investment

For detailed rationale and recommendations see the Governance section of the report.

### **Service Delivery Payment Arrangements**

Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents then pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>36</sup>

For the financial year to date the Ipiye Ipiye Town Camp is paying approximately 88% of the total rent charged to Town Camp residents.<sup>37</sup>

### **Essential Services Payment Arrangements**

Ipiye Ipiye Town Camps' essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident's wider payments of rent. The residents pay for the power they use.<sup>38</sup>

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<sup>36</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>37</sup> This information was provided in consultation the Department of Housing and Community Development

<sup>38</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

# Kunoth

## Current State

March 2017

### Legend

- Excellent
- Very Good
- Good
- Poor
- Very poor

Legal and Legislative



Housing



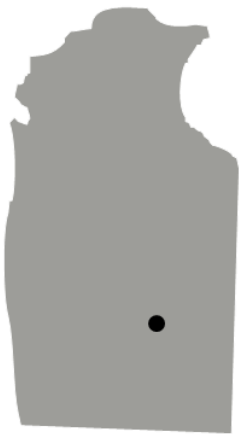
Infrastructure



Economic Opportunity



Governance



### Details

Region	Alice Springs
Lease	Special Purposes Lease 426 (in perpetuity)
Purpose	Aboriginal Communal Purposes

### Governance Structure

- Original Leaseholder:** Anthelk-Ewlpaye Association Incorporated
- Current Leaseholder:** Territory Housing
- Tenancy:** Zodiac Business Services
- Service Delivery:** Ingkerreke Outstation Resource Services
- Maintenance:** Panel of Contractors

Current number of Houses



Number of residents per room



Average number permanent residents per room not including visitors

## Recommendations

### Legal and Legislative

Empower Town Camp residents by modifying the current lease type and purpose to enable wider uses of the land

### Housing



Number of replacement houses



Cost of replacement houses  
\$0



Deferred housing Maintenance Cost  
\$391,456

### Infrastructure

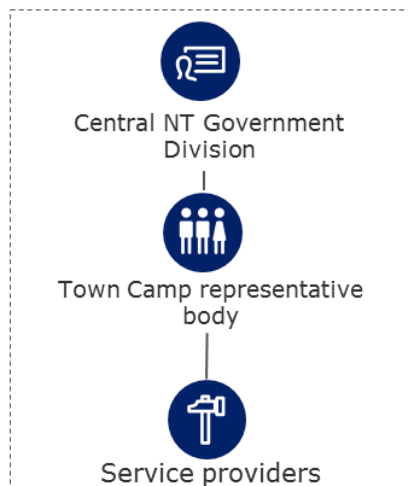


Deferred Maintenance Costs  
\$32,000



Cost to meet Design standard  
\$385,000

### Governance



### Economic development opportunities

- Town Camp Services
- Pooled Employment Services
- Individual Employment
- Indigenous Business

Costing estimates are a preliminary estimate only. Actual prices may be different to those used to prepare estimates. There is no guarantee that the works can or will be undertaken at the estimated price. Housing and Infrastructure colour indicators are based on the average condition of the assets assessed and does not take into account the cost to meet infrastructure design standards.

## Kunoth

### Executive Summary

<b>Land</b>	Special Purposes Lease 426 in perpetuity owned by Anthelk-Ewlpaye Association Incorporated
<b>Service Provider</b>	Ingkerreke Outstation Resource Services
<b>Findings</b>	<ul style="list-style-type: none"> <li>• There is limited capacity of the lease holder to drive change which is impeding development</li> <li>• There is no compliance monitoring undertaken in respect of Town Camp special purpose leases</li> <li>• The purpose of the special purpose lease restricts the use of land to a Communal Settlement</li> <li>• Very little support is provided to Aboriginal Associations under the Associations Act (NT)</li> <li>• Currently the municipal infrastructure at Kunoth is generally in either poor or very poor condition with the exception of the community structures which are in an overall very good condition</li> <li>• Estimated deferred maintenance costs required for existing infrastructure is \$32,000</li> <li>• Estimated costs of infrastructure upgrades required to meet current design standards is \$385,000</li> <li>• The houses in Kunoth were of poor to very good condition and the cleanliness of the properties presents a serious concern from a health and wellbeing perspective</li> <li>• Estimated cost of deferred housing maintenance is \$391,456</li> <li>• Limited economic development opportunities exist</li> <li>• There is currently no established pathways to private investment and limited opportunities exist</li> <li>• There is currently no established pathway to home ownership</li> <li>• This governance structure is characterised by confusion and unnecessary complication which impedes development</li> </ul>
<b>Recommendations</b>	<ul style="list-style-type: none"> <li>• The purpose of the lease be amended, to allow wider uses of the land</li> <li>• The Special Purposes Leases Act should be amended to remove prohibition on subdivision</li> <li>• A process should exist for streamlined ministerial consent for dealings with the land</li> <li>• To address limited governance, it is recommended that both a Territory wide independent body and Town Camp regional body be created. The regional body should be representative of the Town Camps residents and Incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)</li> <li>• A summary of the recommended maintenance works required can be found in Section 3</li> <li>• All existing housing stock should be refurbished or renovated to meet the standards of the Residential Tenancy Act</li> <li>• Tenancy and asset maintenance plans should be developed and implemented to improve asset durability and to decrease maintenance costs</li> <li>• Stronger governance structures should lay the foundation for allocated responsibilities and support Town Camps to undertake a defined and co-ordinated pathways to economic development and home ownership</li> </ul>

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- Funding and private development contracts should include enforceable training and Indigenous employment clauses with set parameters to impart lasting skills onto local residents
  - Invest in public housing in areas with the economic capacity to support to the development of residents in transition
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### Resident consultation and visioning statement

**This is a summary of the outcome of the consultation process with local residents about the place, space and interface, including the resident's vision for the Town Camp. This is a direct community narrative, completed in the Town Camps visioning process which does not necessarily reflect the technical and governance data captured in this report.**

A workshop was held in the Tangentyere Board Room on 21 February 2017 with Board Members and interested Town Camp residents, between 11 am and 1 pm. Approximately 9 Town Camp communities were represented. The same format was used as has been used throughout the Visioning process. Information was gathered about Place, Space, Interface, and from this Visions were extracted. The discussion was robust and more people participated than in the initial meeting, though it is obvious that some people are accepted as being able to speak up while others are there in support or just to listen. The project team appreciates the input and respect shown throughout the workshop.

#### Place

Alice Springs Town Campers are proud of who they are and the struggle they are involved in to be recognised as an important part of the Alice Springs community. They recognise that not everyone understands their struggle or their pride in who they are, including other Aboriginal people in Alice Springs. They say people are always looking at what is wrong with Town Camps and fail to see the strength and bonds that have been forged through years of struggle. They say they struggled for years to create their living spaces, through gaining leases and forming Housing Associations under the Tangentyere umbrella, and to maintain their control over how these Town Camps were run. They tell us that a report just prior to the Intervention assessed them against 10 standards that had been established as benchmarks of housing performance. They say they scored above the National average on 7 of these and were at the average on one and only failed to meet these benchmarks on two. They say they can't understand the logic of, in their words, "collapsing a successful housing management program" and replacing it with a system that has not produced anywhere near the same outcomes over the past 10 years.

In their view, all the current difficulties are a direct result of the Federal Government decision to remove their control over the leases as part of the Emergency Response (the Intervention). They say this meant that their previous slow, but gradual growth in managing their living spaces, was removed for a political decision that has not benefited them in any way. Prior to the forced relinquishment of their leases to the Commonwealth, they say they managed difficult residents, using trespass notices. The process was that the relevant housing association would come together, usually with the tenant, and see if it was possible for them to change their behavior. If the tenant was willing to make changes, no eviction. If the tenant was unable to change they made a collective decision, and the offending tenant was issued with a trespass notice. The Town Campers say it worked well.

The Town Campers at the workshop were concerned at the means used, during the Emergency Response, to “coerce” Town Camp Presidents to convince their community to accept a lease and in their words, “betray their identity as Town Campers”. They see this as indicative of the way Government deals with them, and are keen to have a relationship where Town Campers are part of the solution, not the problem. There has been a great deal of research done over the past 20 years into various aspects of Town Camp management, and Tangentyere have been willing to share this research with the Review Team.

Local control over tenancy placement was an important issue for workshop participants. They say in the past they knew everyone who was living in their Town Camp community, but since the Intervention they have no idea who is in each house. They say this is also a problem for Police and Housing Safety Officers, who come into their community looking for people, and wake people up in the middle of the night by banging on their doors and windows. They want to see proper Tenancy Register so that outsiders, who need to see people, know where to go, and show some respect to other tenants. They believe the answer to this lies in developing Town Camp based Safety Officers, under the direction of local Housing Associations. There was concern expressed about the current policy of placing people who have no affiliation with the Town Camp community, into housing based on their place on the list. They say in Hidden Valley particularly this has turned a formerly well-managed community into a place with many social problems.

### **Space**

As in all the other Town Camps repairs and maintenance was identified as a major issue, but for slightly different reasons. Participants say that they had a very solid tenancy management program, with a high incidence of rent collection prior to the Intervention. As with all Aboriginal Housing Associations they were constantly having to impress on people the importance of paying rent. They say they had the ability to trespass someone if they were too far in arrears. After the Intervention, they say they lost this ability. Tangentyere was responsible for repairs and maintenance in those days and they were much more responsive, because you could just go and talk to someone. They say the current system locks them out. They have no relationship with the current service provider, and in fact say they feel unwelcome in their office. They see the company car drive around but they never stop, and they are strangers to them. The general view was that the condition of housing has declined since the Intervention.

There was some discussion about housing suitability, and there was general agreement of the need for a more diverse housing stock, that recognised the needs of aged and disabled people, and young families. There was little support for single men’s accommodation which they saw as causing more problems than it would solve. There were no real issues with design, though the need to provide shelter for families was raised. The participants said that under the Intervention there was an agreement that a temporary accommodation facility would be developed on the Northern side of Alice Springs, and on the Southern side. Aboriginal Hostels would be the managers of these facilities. Participants said the Southern facility was built, but not the Northern one. They say it works well, is always full, but the other facility needs to be built, and possibly one each on the Western and Eastern side. It is a recognised fact that when Aboriginal people are camping temporarily in an urban space, they prefer to camp in a geographic alignment with their country.

There was strong resistance to talking about Town Camp housing as Public Housing. Participants say they live in Aboriginal Housing, which is not the same

as Public Housing and has different rules that apply, such as affiliation to place. Some people thought the “Room to Breathe” initiative would work for them, and they felt that generally Town Camp residents were denied many of the programs available to other home occupiers because they lived in Town Camps. Yard maintenance was an issue, even though two of the participants were regarded as having houses with amazing gardens. They say in the old days Tangentyere helped with yard maintenance as part of their general community works program under Community Development Employment Projects (CDEP). They say the new arrangements are that the Northern Territory Government will maintain the area outside the yard, but not the area inside the fence. This is the tenants’ responsibility. In fact, they say with the Strategic Indigenous Housing and Infrastructure Program (SIHIP), individual houses now have enormous yards, they believe, to cut back on the responsibilities of the municipal service providers. They say some houses have yards of around 3000 square metres. This is not seen as positive.

### **Interface**

Alice Springs Town Camp residents have the same basic needs as other Town Camp residents throughout the Northern Territory for food, entertainment, and the basics of life. In Alice Springs that means, depending on location and need, people will use local major grocery chains, as well as smaller strategically located neighbourhood stores. They are an important clients for these smaller stores, as their purchases generally are immediate need, e.g. Take away food, alcohol, etc. With an unknown number of people living in Town Camps or using Town Camps as their base, it is difficult to estimate their economic contribution to the Town.

The participants were strong in their views that Town Camp residents are actively employed across the Alice Springs economy. Some people are employed by the various level of government, others work for NGOs who are providing services, and a significant number work for local Aboriginal organisations. All of these people are making a contribution. The Town Campers also make a significant contribution through their own organisation, Tangentyere Council. When Town Campers talk about their struggle for recognition they use a term they wanted include in their vision, “Handing on the Passion”. Tangentyere has been a constant voice for Aboriginal Town Campers for 40 years. During that time, it has offended or upset most Governments and service organisations. As an organisation, it is the one constant in Town Campers ongoing struggle, and they want it to have a greater say on their behalf about their future.

Tangentyere Board members and other Town Camp residents at the workshop just want to regain what they believe they lost with the Intervention, control over the Town Camp communities, and the delivery of services into these places. They firmly believe they can do a better job than anyone has been doing over the past 10 years.

### **Visions**

The primary visions are:

- Participants want control of their Town Camp communities given back to them at a community level, but also at an organisational level. One is through the leases, the other through the delivery of services;
- They want to create safer communities through the development and resourcing of Town Camp based Community Safety Officers, with similar powers to Housing Safety Officers;

- They want more resources provided to create more achievable and sustainable employment and economic pathways. They believe Tangentyere Employment Services is the organisation to achieve this;
- They want more input into the decisions that are made to terminate people off the Community Development Program. They say you are 14 times more likely to be terminated if you are an Aboriginal person in the Alice Springs region than anywhere else in Australia;
- They want a proper tenancy register so that service providers, particularly the Police have an accurate up-to-date tenancy map;
- In the past Tangentyere Council carried Insurance coverage to cope with forced entry by others and vandalism. Though expensive it recognised that tenants are not always able to control what is done to their house. The policy was expensive, but is recognised as “a good idea” by participants.

## Land Tenure, Leasing and Legislation

<b>Owner</b>	Anthelk-Ewlpaye Association Incorporated
<b>Location</b>	10 Ulpaya Road Stuart, Alice Springs
<b>Land</b>	Lots 1733, 3702 and 3704 Town of Alice Springs; CUFT Vol 747 Fol 787
<b>Type of Tenure</b>	Special Purposes Lease 426 (in perpetuity)
<b>Commencement date SPL/CL</b>	12 August 1977
<b>SPL/CL Purpose</b>	Aboriginal Communal Purposes
<b>Planning scheme zone</b>	CL (Community Living)
<b>Summary of Land Dealing Documents</b>	<p><b>1. Special Purposes Lease 426</b></p> <p>Search certificate lists the following dealings:</p> <ul style="list-style-type: none"> <li>• Underlease to Northern Territory of Australia – expiring 02/12/2012 (Date Registered: 09/06/2010; Dealing No. 728359)</li> <li>• Sublease to Executive Director of Township Leasing – expiring 02/12/2049 (Date Registered: 09/06/2010; Dealing No. 728336)</li> </ul> <p>The following reservations are listed:</p> <ol style="list-style-type: none"> <li>a. A right of entry in favour of the Administrator of an officer authorised in writing by the Administrator</li> <li>b. All minerals and mineral substances in or on the leased land</li> <li>c. A power of resumption</li> <li>d. A right of entry and inspection for the purposes of providing and maintaining services and amenities on leased land or on other lands.</li> </ol> <p>Provisions include payment of annual rent, a right of surrender by the lessee in accordance with statutory provisions and regulations, additional rent amount should 3 months expire before due rent is paid, lease granted subject to the Special Purposes Leases Act and Regulations.</p> <p>Lessee Covenants include that the lessee will pay rent annually in advance; land to be used for the lease purpose; lessee to pay all rates and taxes which may become due; lessee observation of and compliance with the Regulations under the Special Purposes Leases Act; lessee to erect improvements as approved by the minister; detailed sketch plans for site development to be submitted prior to commencement of development; leased land to be dust suppressed and storm water drained; that all internal roads and pathways be well drained and of good all weather construction; that all water and sewerage works be carried out in accordance with local authority standards; adequate firefighting equipment to be provided on site, appropriate provision of men’s and women’s facilities on site; electrical reticulation must conform with the stated regulations.</p> <p><b>2. Lease (Date of Lease: 3 December 2009, Date Lodged: 8 June 2010, Date Registered: 9 June 2010, Dealing No. 728336)</b></p> <p>Anthelk-Ewlpaye Association (Owner/Sub-Lessor) grants a sublease for the whole of the land for an annual rent of \$1.00 (\$1.10 with GST), if demanded, to the Executive Director of Township (EDTL) (Tenant/Sub-Lessee). Sublease term from 3 December 2009 to 2 December 2049 with no right of renewal. The parties agree to negotiate in good faith the renewal of this sublease not later than 20 years before the end of the term. If the Sublessee overholds the Living Area without objection by the Sublessor, the term of the lease will change to a six month lease term with the same terms and conditions in this sublease. The sublease will automatically end if the Lease ends for any reason.</p> <p>Sections 117 and 199 <i>Law of Property Act</i> shall not apply to this lease.</p>



### **Transition from existing arrangements**

Tenants have the right to continue to occupy and use the land and improvements on it subject to the terms of this sublease (Tenant's Right of Occupation) and rents are payable to the Sublessee.

### **Consultative Forum**

The parties agree to a Consultative Forum for the Alice Springs Living Area Subleases. The Consultative Forum facilitates communication and discuss land use and other issues arising from the performance of the Alice Springs Living Area Subleases with regard to the interests of the Alice Springs Living Area Association and other legitimate community interests; and performs other functions agreed by parties. The Sublessee is required to consult with the Consultative Forum and have regards for any recommendations regarding future development, housing management agreements, Living Area Underleases, material contracts and other matters related to the administration of the subleased area.

### **Advisory Housing Forum**

The parties agree to an Advisory Housing Forum for the Alice Springs Living Area Subleases to facilitate communication between the Commonwealth of Australia, the Territory and Tangentyere Council in relation to tenancy management issues in the subleased Alice Springs Living Areas. The Advisory Housing Forum does not have the power to bind the parties to the sublease.

Sublessee covenants include:

- a. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
  - b. To comply with applicable laws, government agency notices and/or planning scheme requirements
  - c. To comply with lease terms and conditions
  - d. To use land for intended lease purposes, including development of the Living Area for the benefit of current and future residents
  - e. To indemnify Sublessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
  - f. To release the Sublessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Sublessor or its agent in the Living Area; and failure of any of the services
  - g. To return the Living Area to the Sublessor at the expiration, surrender or earlier determination of the Sublessee's occupation in a condition consistent with its obligations under the sublease
  - h. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences and underleases at the expiration, surrender or earlier determination to the Sublessor
  - i. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
  - j. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this sublease and rent is payable to the Sublessee
  - k. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
  - l. Provide access to premises and shall not interfere with the enjoyment and rights of Underlessees, licensees and persons holding rights of occupation
  - m. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
  - n. Provide Sublessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
-

- o. Maintain, repair or replace any existing improvement, if the lease requires, and new improvements
- p. To pay the Sublessor, upon demand for all works carried out by the Sublessor where the Sublessee has failed to carry out works under its sublease obligations
- q. To grant Sublessor ownership of Sublessee improvements at the expiry of the lease term for consideration of \$1, if demanded by Sublessee
- r. To ensure that there is a Housing Management Agreement to provide housing services to Aboriginals in the Living Area and each agreement includes a clause requiring the Housing Authority to consult with the Sublessor regarding housing and tenancy management policies and procedures (not less than every 6 months)
- s. Notify the public (in the local newspaper, national newspaper and other media) of a proposal to enter into a Housing Management Agreement during the 10<sup>th</sup>, 20<sup>th</sup> and 30<sup>th</sup> years of this sublease
- t. To grant the Sublessor with a Living Area Underlease of vacant land in the living area
- u. To not grant a Living Area Underlease over a Housing Area without consent of the Territory
- v. To continue its obligations and liabilities under this Sublease after the granting of a Living Area Underlease or Living Area Licence
- w. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Sublease if directed by the Sublessor
- x. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land

Sublessor covenants include:

- a. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- b. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- c. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- d. Allow Sublessee to alter, remove or demolish existing improvements
- e. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Sublessee fails to comply with requirements
- f. Allow Sublessee to erect, install, alter, remove, refurbish and demolish Sublessee improvements that are compliant with applicable building codes, environmental health standards and the National Indigenous Housing Guide
- g. Allow Sublessee to maintain ownership of its improvements and services during the lease term
- h. Allow the Sublessee to grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, as long as it is compliance with conditions in Section 10.6 of this Sublease
- i. Allow the Sublessee to consider a request for a Living Area Underlease from a person other than the Sublessor or its nominee
- j. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- k. To provide quiet enjoyment of the premises
- l. To produce all necessary certificates requested by Sublessee

The sublease includes terms and conditions relating to Northern Territory, Department of Families, Housing Community Services and Indigenous Affairs of the Commonwealth of Australia

Blank Non Lapsing Caveat and General Consent forms are attached to the sublease

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Three letters from the Minister for Planning and Lands, dated 29 July 2009, are attached to the Sublease consenting to the registration of Special Purposes Lease 426 for Aboriginal communal purposes for Lots 1733, 3702 and 3704 Town of Alice Springs.

**3. Sublease (Date of Sublease: 3 December 2009, Date Lodged: 9 June 2010, Date Registered: 9 June 2010, Dealing No. 728359)**

Executive Director of Township Leasing (Underlessor) grants an underlease (Housing Management Agreement) to Northern Territory of Australia (Underlessee) for the whole of the parcels from 3 December 2009 to 2 December 2012 in consideration for \$1 (\$1.10 with GST), if demanded, with no right of renewal. If the Underlessee overholds the Living Area without objection by the Underlessor, the term of the lease will change to a monthly lease term with the same terms and conditions in this sublease. The Underlease will automatically end if the sublease ends for any reason.

The conditions and covenants implied by Sections 117 and 199 *Law of Property Act* shall not apply to this lease.

Underlessee covenants include:

- a. Enable Underlessor to provide services to, on, over, through or under the Living Area (with not less than 14 days' notice of works or grant of licences) and carry on improvement works
- b. To comply with Lease and Sublease terms and conditions
- c. To maintain insurance cover for improvements \$10,000,000 for destruction or damage and \$2,000,000 for contingencies for any one occurrence) and public liability, including personal injury and loss destruction or damage to any property (not less than \$20,000,000 for any one occurrence)
- d. To pay rent, rates (including outgoings), taxes and charges (including services charges), insurance (including improvements and public risk)
- e. To comply with applicable laws, government agency notices and/or planning scheme requirements
- f. To comply with lease terms and conditions
- g. To use land for intended lease purposes
- h. To indemnify Underlessor against all actions, claims, losses, demands, damages from damage or loss of property; and the death or injury to any person in the Living Area
- i. To release the Underlessor of all claims, liabilities, actions, suites, demands, costs and expenses from loss or damage to any personal property in the Living Area; death or injury of any person in any part of the Living Area and an act or omission of the Underlessor or its agent in the Living Area; and failure of any of the services
- j. To return the Living Area to the Underlessor at the expiration, surrender or earlier determination of the Underlessee's occupation in a condition consistent with its obligations under the sublease
- k. To novate and/or assign Living Area, service or maintenance agreements or other agreements, Housing Management agreements, licences, underleases and improvements at the expiration, surrender or earlier determination to the Underlessor
- l. To facilitate the grant of tenancy agreement to the person holding the Tenant's Right of Occupation
- m. To permit service providers to continue to occupy and use the land, and make improvements on it subject to the terms of this underlease
- n. Provide access (including Underlessor, Sublessor and Lessor) to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- o. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service provides, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- p. Provide Underlessor right to reasonably access the Living area to carry out investigations for breach of sublease terms, covenants and conditions
- q. Maintain, repair or replace any existing improvement, if the underlease requires, and new improvements

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- r. To pay the Underlessor, upon demand for all works carried out by Underlessor where the Underlessee has failed to carry out works under its sublease obligations
  - s. To amend or terminate any Housing Management Agreement, Living Area Underlease or Living Area Licence not granted in accordance with its Underlease if directed by the Underlessor
  - t. To acknowledge that the Underlessor may grant an underlease of community land

Underlessor covenants include:

- a. Ensure that arrangements and procedures are in place to minimise any disruption to the Underlessee's use of the land during the undertaking of works
- b. Pay rent, licence fees or other monies under or in connection with the Tenant's Right of Occupation are payable to the Underlessee
- c. To allow the Underlessee to grant land licences
- d. Enable Living Area Underlessees, Licensees and persons holding rights of occupation to enjoy and exercise their rights, title and other interests under their underleases, licences and rights of occupation
- e. To allow Underlessee to grant Tenancy Agreements, underleases and land licences with Underlessor's prior written consent
- f. Provide access to premises and shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- g. Provide reasonable access to provide community services, Tangentyere Council to complete initial upgrade works, municipal service providers, postal service providers but shall not interfere with the enjoyment and rights of underlessees, licensees and persons holding rights of occupation
- h. Allow Underlessor to alter, remove or demolish existing improvements
- i. Reserving the right to carry out any works for existing improvements to comply with applicable law, planning scheme or requirements that are not the responsibility of Sublessee or where the Underlessee fails to comply with requirements
- j. Allow Underlessee to maintain ownership of its improvements and services during the lease term
- k. To allow Underlessor grant a Living Area Underleases, including a Living Area Underlease of Community Land to the Association, Tenancy Agreements and land licences. Prior written consent is only required from Underlessor for community land
- l. Develop guidelines (Home Ownership Guidelines) to enable Aboriginal people to acquire long-term secure tenure to individual houses and related land
- m. To provide quiet enjoyment of the premises
- n. To produce all necessary certificates requested by Underlessee

A letter from the Minister for Planning and Lands, dated 29 July 2009, provides consent to the registration of the underleases over the leases for Special Purpose Lease 493, 412, 550, 543, 536, 438, 426, 459, 409, 450, 554, 473 and Crown Lease Perpetual 1111 and 1112, as an aboriginal settlement, residential housing, communal living, camping and ancillary uses.

#### **4. Unregistered Housing Lease Concerning the Alice Springs Town Camps**

The NTA grants to the Chief Executive Officer (Housing) ('CEOH') an underlease of parts of the land comprising 16 of the Alice Springs town camps in consideration of \$1.00 rent payable on demand. The Housing Lease commences and expires/terminates on the same dates as the Sublease from EDTL to NTA.

The CEOH must:

- Pay all rates, charges and taxes in respect of the premises;
  - Pay for all electricity, water and gas consumed or used on the premises;
  - Comply with the Sublease between the EDTL and NTA;
  - Only use the premises for purposes consistent with permitted use defined in the subleases between EDTL and NTA – i.e. consistent with the purposes of the SPL/CL and for the
-

purposes of provision of community or public housing services and related infrastructure.

The CEOH may:

- transfer, sublet or assign the sublease; and
- tenant, sublet or underlease in accordance with the permitted use.

#### 5. Unregistered Public Housing Tenancy Agreements – Fixed Term Tenancy

All tenants of the CEOH public housing must enter into this agreement which is in accordance with the *Residential Tenancies Act* (NT) and *Housing Act* (NT).

The agreement includes usual tenancy provisions including:

- Paying rent (which may be adjusted by CEOH);
- Paying a bond;
- Providing information in relation to identity;
- Only using premises for residential purposes; and
- Obligations in relation to maintenance and use of the premises.

However, specific to public housing the agreement also provides:

- CEOH powers to require the tenant to enter into an Acceptable Behavior Agreement in accordance with the *Housing Act*;
- Public Housing Officers will monitor and control the premises; and
- The tenant must disclose the recognised occupiers of the premises.

<p><b>Level of Understanding</b></p>	<p><b>Owner – rights and responsibilities</b></p> <p>There is a general level of understanding by the SPL/CL holders, but during consultations it was found that in many cases there was inactivity by the SPL/CL holder and/or there was limited capacity of the SPL/CL holder to drive change. This was found to be the main impediment to community development rather than any lack of understanding of rights and responsibilities as a SPL/CL holder.</p> <p><b>Residents – understanding of lease arrangement</b></p> <p>The level of understanding of residents was disparate – ranging from some having a sound understanding of the leasing arrangements and their rights/responsibilities, to others with a complete lack of understanding (for example, thinking they owned the house they lived in or considered that service providers were landlords with a right to deal with their tenancy of the house).</p>
<p><b>Compliance with lease conditions and legislation</b></p>	<p>There is no compliance monitoring undertaken in respect of town camp SPLs, so compliance with conditions are unknown.</p>
<p><b>Impediments in lease conditions and suggested amendments</b></p>	<p>Purpose of SPL is limited to Aboriginal Communal Purposes. Recommend this be amended, if required, to the purpose consistent with the proposed use of the land.</p>
<p><b>Relevant legislation for land dealings; Legislative impediments; and Suggested amendments</b></p>	<p><b>Associations Act (NT)</b></p> <p>Dealings with prescribed property require Ministerial consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p><b>Special Purposes Leases Act (NT)</b></p> <p>Section 9A – prohibition on subdivision. Recommend Act be amended to remove prohibition.</p> <p>Section 6(1) – dealings with the land require the Minister’s consent. Recommend a streamlined/fast-track process for consent to ensure minimal delays to land dealings.</p> <p>Recommend that the provisions of the Act are amended to reflect the same rights and obligations as crown lease holders have under the <i>Crown Lands Act</i> (NT).</p>

**Planning Act (NT)**

Any proposed development on the land must comply with the *Planning Act, Regulations* and NT Planning Scheme.

The zoning rules for Community Living zone are:

- The primary purpose of Zone CL is to provide for community living.
- Residential accommodation may be temporary or permanent.
- There may be non-residential facilities for the social, cultural and recreational needs of residents.

An application for the re-zoning of the land may be required where any potential development on the land is not consistent with these zone purposes.

**Stronger Futures in the Northern Territory Act 2012 (Cth)**

Section 34 – gives the Commonwealth broad powers to amend NT legislation relevant to town camps land, land dealings planning and infrastructure. Ideally, this section would be removed, however as this is Commonwealth legislation any changes are not at the NT Government’s discretion.

**Native Title Act 1993 (Cth)**

The *Native Title Act* is potentially relevant if section 47A applies to enliven any extinguishment of native title rights where the area is held expressly for the benefit of Aboriginal peoples and one or members of the claimant group occupy the area. Any potential native title rights and interests will need to be considered in greater depth prior to any prospective variations to the underlying tenure.

**Residential Tenancies Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

If any form of long term residential leasing is considered akin to ‘home ownership’ then that form of leasing may require exemption from the Residential Tenancies Act (NT) if the legislative provisions are found to be at odds with the proposed long term leasing model (i.e. landlord’s obligation to repair, payment of rates and taxes, payment in advance and payment of a premium).

**Housing Act (NT)**

Applies to the tenancy agreements between CEO (Housing) and residents of public housing on the town camp.

**Relevant legislation for lease holder**

*Associations Act* (NT)

**Level of support provided to lease holder and suggested amendments**

No specific support for aboriginal associations is provided by the Department of Business/Licensing NT and very limited support is provided in general to incorporated associations.

Recommend transfer to incorporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

## Municipal and essential infrastructure

### Summary

The Kunoth community is located just north of Alice Springs. The community consists of four residential dwellings which are serviced by a road, sewer, water and electricity.

The status of the municipal infrastructure and services, being the sewerage, water supply, roads and road furniture, stormwater drainage, community structures, electrical supply and communication services were assessed in late 2016. No intrusive excavations or potholing of buried services were undertaken within the community. The condition of the above ground / visible services were assessed against a standardised rating, categorised as being in very poor, poor, good, very good or excellent condition.

Currently the municipal infrastructure at Kunoth is generally in either poor or very poor condition with the exception of the community structures which are in an overall very good condition. A summary of the recommended maintenance works required can be found in the following section.

A desktop study was undertaken to assess the capacity of the existing infrastructure and to determine whether it meets current relevant requirements and standards. This assessment was based on available drawings and the condition assessments from the site inspections.

The sewer network generally does not comply with relevant standards. A new DN150 PVC reticulation main with housing connections, manholes and connection to the town sewer in accordance with relevant standards is recommended.

The water main servicing Kunoth is part of the PWC network, although they do not comply with current standards. The DN150 water main is, however expected to have sufficient capacity. The water reticulation in Kunoth is not isolated to the town camp, as it also services the neighbouring communities of Hoppys and Charles Creek as well as continuing through to other areas of Alice Springs. Therefore, the water usage cannot be measured using a bulk water meter. It is intended that Kunoth has an isolated water main, however this requires a bypass water main to be installed which is not expected to be economically viable. The proposed upgrades include installing lot water meters covering the connection to each property as well as additional fire hydrants to increase coverage.

It is recommended that the roads are upgraded to two lane roads with footpaths and stormwater drainage, including kerbs and gutters, side entry pits, underground pipes, and culverts where required.

There is one playground in Kunoth which is in very good condition.

The electrical network generally complies with relevant standards and practices for private infrastructure but not with PWC standards. The calculated maximum demand is within the capacity of the substation on site. No upgrade of the transformer is required for the current use. It is recommended that the site infrastructure be upgraded to PWC standards and that new street lighting is installed.

Details of communications infrastructure held by Telstra were not provided for this report. The NBN rollout map confirms that NBN is planned to be made

Water infrastructure condition



Road infrastructure condition



Community structure condition



Electrical infrastructure condition



■ Very poor ■ Poor ■ Good ■ Very good ■ Excellent

available to residents via fixed telecommunications line on application to an appropriate NBN access provider. Representatives from NBN's Land Access and Stake Holder management teams are currently engaged with the Department of Housing and Community Development to look at how the town camps will be serviced. It is expected that any existing premises in Kunoth will have some type of NBN service via the NBN brownfields rollout in the future.

As no new developments are currently planned for the community, there are no additional upgrades for any type of infrastructure required to cater for future demand.

These recommendations are based on the site inspections and available data at the time. Further investigations/studies may be required for the engineering design of the upgrades. A detailed report can be found in Appendix B.

### **Recommended works**

The following works, including maintenance to the existing infrastructure and upgrades to comply with relevant standards, are recommended for Kunoth community:

#### **Sewerage**

- New DN150 PVC reticulation main with housing connections, manholes, and connection to PWC town sewer.

#### **Water supply**

- Replace broken residential lot water meter.
- Clear debris away from existing fire hydrant.
- Install up to three new residential lot water meters.
- Install two new fire hydrants.

#### **Roadworks**

- Fill and reseal one large pothole
- Repair 45 m of edge breaks
- Replace one sign
- General clean of 50 m of pavement and road reserve
- It is recommended that the road is upgraded to a two lane network with all appropriate road furniture, line marking, kerbs, footpaths, etc.

#### **Stormwater drainage**

- Construct kerb and gutters, side entry pits, and underground drainage.

#### **Community structures**

- Install shade structure over existing playground
- General clean-up of playground and surrounding areas

#### **Electrical services**

- Replace one switchboard
- Install new street lighting - approximately 3 poles



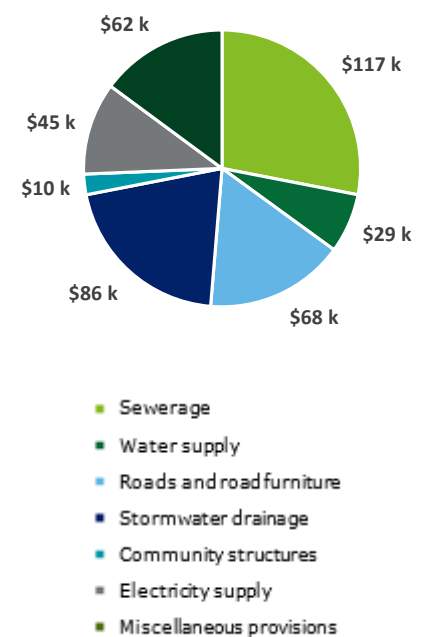
### Communications

- NBN is planned to be made available to residents via fixed telecommunications line on application to an appropriate NBN access provider.

### Cost estimates

The table below shows a summary of the cost estimates to undertake the maintenance required to fix the existing infrastructure, and to upgrade the existing network to meet current design standards. The estimates take into account a 30% contingency, are inclusive of GST, and include a location factor for town camps outside of Darwin.

Infrastructure	Maintenance of existing infrastructure	Upgrades to meet current design
Sewerage	\$ 0	\$ 117,000
Water supply	\$ 2,000	\$ 27,000
Roadworks	\$ 6,000	\$ 62,000
Stormwater drainage	\$ 0	\$ 86,000
Community structures	\$ 10,000	\$ 0
Electrical	\$ 2,000	\$ 43,000
Communications	\$ 0	\$ 0
Miscellaneous provisions	\$ 12,000	\$ 50,000
<b>Total (including GST)</b>	<b>\$ 32,000</b>	<b>\$ 385,000</b>
<b>Grand total</b>	<b>\$ 417,000</b>	



The cost estimates are a preliminary estimate only. Since Aurecon has no control over the cost of labour, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Aurecon cannot guarantee actual costs will not vary from these estimates.

## Housing

### Introduction

Kunoth was surveyed on the 16th January 2017 and on the 14th of March 2017. All 4 funded dwellings<sup>39</sup> listed by the client were identified on site.

### Current state of play

#### Housing summary and condition

The age of the housing stock is 10-20 years. 50% were considered to be in average condition and 25% were in a poor condition. These ratings do not take into account the cleanliness of the residences and does not mean they comply with the Residential Tenancies Act. All houses were of ground level blockwork construction with sheet metal roofing.

#### Urgent and immediate issues

Refer to the individual housing reports in the appendices for evident WHS or OHS issues and urgent and immediate repair issues. When urgent and immediate issues were identified during an inspection, tenants were advised to raise the issues with the relevant service provider.

Hygiene and cleanliness of the residences were identified as a significant issue in the inspected houses. The conditions are unsanitary and are likely to manifest in any number of health problems

#### Smoke alarms

Of the houses surveyed internally in Kunoth, 1 was identified as having non-serviceable smoke alarms.

#### Flooding

Anecdotally, none of the houses were said to flood.

#### Visitors

Of the dwellings to which we were permitted access, 1 had 4 visitors. The residence was a 4-bedroom home with 4 permanent residents, resulting in 2 people per room and 8 people per toilet which would present significant strain on the amenities.

#### Overcrowding

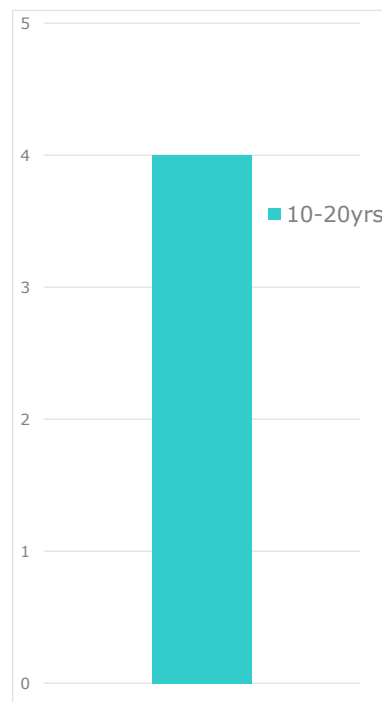
The surveys revealed that overcrowding is a result of transient populations and not the permanent residents that exist within the Town camp.

#### Amenities

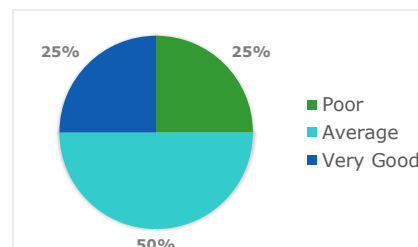
The data analysis of the community shows that on average there were 1.2 residents per bedroom and 4.3 per toilet. During periods of high visitation these values would differ.

#### Disabilities

Of the residents recorded, 1 was listed as having disabilities and resided in a house with appropriate grab rails in the wet areas. Another house also had grab rails in wet areas. No ramps were identified at any of the houses.



Kunoth - Age of Housing Stock



Kunoth - Condition Summary

<sup>39</sup> A list of funded dwellings, provided by the client, has been included in the appendices.

### Asbestos

As majority of the houses were reported to be between 10-20 years old, the presence of asbestos is unlikely. Of the houses examined internally, none were listed as likely to contain asbestos.

### Security

Of the houses we gained access to, all had serviceable doors and windows. The houses in Kunoth were surrounded by fences that were in an average to very good condition.

### Recommended Works

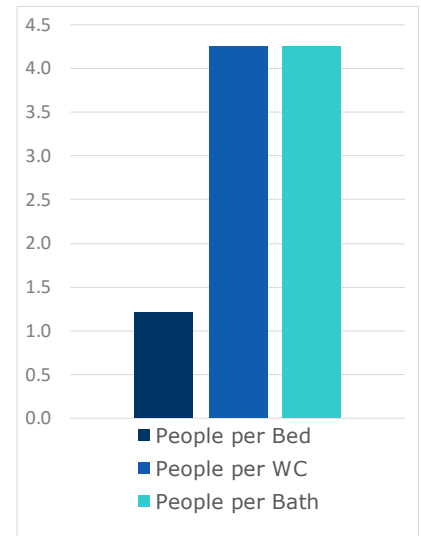
The houses in Kunoth ranged from a poor to very good condition. The cleanliness of the properties presents a serious concern from a health and wellbeing perspective. It is proposed that all existing housing stock be refurbished or renovated to meet the standards of the Residential Tenancy Act. Once the houses have been brought to meet the standards, a maintenance plan needs to be implemented to prevent the standards from dropping below an acceptable limit.

The estimated cost to upgrade the current housing assets in Kunoth to meet the standards of the Residential Tenancy Act, is \$391,456. This includes margins, adjustments and GST. Refer to appendix for the complete costing report.

### Asbestos recommendations

We highly recommend that a specific asbestos inspections be performed to ensure the safety of residents.

For future works or maintenance contractors should be made aware there is a likely presence of asbestos before commencing any works to residences that were constructed prior to it being banned for use in the building industry. Contractors should refer to the HOW TO MANAGE AND CONTROL ASBESTOS IN THE WORKPLACE Code of Practice published by Safe work Australia. It is recommended that the materials be identified and houses labelled with appropriate warnings, as occupants and trespassers of the dwellings have been engaged in destructive activities that have disturbed the materials such as pulling down ceiling linings and pulling up asbestos floor tiles.



Kunoth - Amenities

## Economic Development

### Social issues and themes voiced by residents

- Lease & Governance details are complex and difficult to understand
- Slow response to repairs and maintenance needs
- Sentiments by residents of broken promises

### Economic Development Opportunities

Future economic development opportunities are most likely to be tied to the delivery of services to the Town Camp. This presents an opportunity to engage local residents in the journey down a pathway of economic participation. To do this it is recommended that funding provided to service providers and contractors be contingent upon the employment of local residents with set parameters that impart lasting skills. This pathway has the potential to build the capacity of Town Camp residents leading to pooled employment services, individual employment and finally the development of indigenous business.

Alice Springs Towns Camps currently have the opportunity for pooled employment services as well as individual employment. In several cases instances of these are already occurring. The limitations on consultation in Alice Springs has restricted the analysis of these options in detail.

For detailed rationale and recommendations see the Economic Development section of the report.

### Economic Aspirations

Workshop participants voiced their desire for a local Aboriginal organisation controlled by the residents to take over the lease.

Workshop participants want a housing program that is locally based and employs local residents.

### Investment Opportunities

Any private investment requires certain criteria to be filled before investment opportunities will realistically be pursued. This criteria includes:

- Certainty of ownership
- Commercially viable income streams
- Active market for any equity interests

When the above criteria is satisfied financial institutions and investors are in a position to provide finance and investment opportunities can be pursued.

Kunoth Town Camp currently does not have the criteria for private investment opportunities into housing or infrastructure. The leasing structure provides no certainty of ownership and difficulties in collecting contributions from residents means that potential income streams are not commercially viable. The leasing structure also makes active markets for any equity interest highly unlikely.

It is unlikely that there will be private sector investment until there is changes that impact upon the above criteria. Private investment is likely to be contingent upon public sector guarantees. Private investment is likely to be contingent upon public sector guarantees.

### Home Ownership Opportunities

Currently, there is no pathway to home ownership for residents within Kunoth Town Camp. The land and leasing structure makes it difficult for even the most informed organisations to successfully secure subleasing let alone individual residents. Further there are a number of additional considerations that need to be made prior to any lease amendment. For specific consideration and recommendations regarding the leasing structure see the Land Tenure, Leasing and Legislation summary above.

Aside from the leasing structure there are a range of economic constraints that confirms the absence of a pathway to home ownership for Town Camp residents. Limited contributions from residents and limited control over tenancies provides very little incentive for anyone to buy a house within a Town Camp. Ultimately this has resulted in no active market for Town Camps houses which further dis-incentivises any investment. For specific consideration of establishing a pathway to home ownership see the Economic Development section of the report.

## Governance

<p><b>Governance Structure</b></p>	<p>The current governance structure within Kunoth Town Camp begins with the original leaseholder Anthelk-Ewlpaye Association Incorporated. This Association has entered into a sublease with the Executive Director of Townships Leasing (EDTL). The EDTL then underleases the Town Camp on a month to month basis to the Northern Territory of Australia. Parcels of land are then underleased again to the Chief Executive Officer (CEO) of Housing who in turn outsources tenancy management functions to Zodiac Business Services. Ingkerreke Outstation Resource Services provides municipal and essential services. Repairs and maintenance as the responsibility of the CEO (Housing) is outsourced to panel of contractors including Ingkerreke Commercial, S&amp;R Building and Construction, SDA &amp; Co Pty Ltd and Tangentyere Construction.</p> <p>This governance structure is characterised by confusion and unnecessary complication that does not afford residents the ability to control their own space and the assets located within the Town Camp. It is recommended that the leasing structure be simplified by empowering Town Camps residents to take control of their own space through the formulation of a regional body representative of the Town Camps’ residents. This will enable the design and implementation of sustainable maintenance programs.</p> <p>It would then be appropriate for this regional body to use the funding to employ service providers that provide tenancy management, repairs, maintenance, municipal services and essential services. All of the governance and service providers need to have a clear connection to the local communities in order for them to be effective.</p> <p>It is recommended that a Territory wide independent body be established, which assists with advice and the distribution of government funding to the Town Camps representative body. The independent body would provide support, oversight and governance for the regional bodies.</p> <p>For detailed rationale and recommendations see the Governance section of the report.</p>
<p><b>Service Delivery Payment Arrangements</b></p>	<p>Payments for service delivery to the Town Camp are incorporated in the rental payments made by residents. Rental payment amounts are determined based on the market rent for the property. Residents than pay proportion of this market rent depending on their personal circumstances. Payments are typically arranged as automatic deductions in consultation with Zodiac Business Services.<sup>40</sup></p> <p>For the financial year to date Hoppys Town Camp is paying all of the total rent charged to Town Camp residents.<sup>41</sup></p>
<p><b>Essential Services Payment Arrangements</b></p>	<p>Hoppys Town Camps’ essential services are delivered by Ingkerreke Outstation Resource Services who receive funding through an agreement with the Department of Housing and Community Development. The Department collects contributions for essential services (rates, water and sewerage) as part of resident’s wider payments of rent. The residents pay for the power they use.<sup>42</sup></p>

<sup>40</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development

<sup>41</sup> This information was provided in consultation with the Department of Housing and Community Development

<sup>42</sup> This information was provided in consultation with Zodiac Business Services and the Department of Housing and Community Development