



Use and Maintenance of Housing

E/8.2.1

Purpose

The Uniting Church in Australia, Queensland Synod provides for the living needs of persons called by God to serve in ministry. This includes providing appropriate accommodation for ministry agents – and their families – or supporting ministry agents and their families to purchase or rent/lease private accommodation. This policy aims to establish, where housing is provided to ministry agents and their families by the Uniting Church in Australia, Queensland Synod, the:

- expectations for ministry agents and their families, responsible bodies and presbytery in the maintenance, upkeep and repair of the housing; and
- framework for the mediation and resolution of any disputes between these parties and relating to the maintenance, upkeep and repair of the housing.

The use of this procedure and the associated form E8.2.1.1 Statement of Mutual Expectations is mandatory for appointing bodies for all new placements with a condition of a church owned or leased housing from 1st July 2026.

Scope

This procedure applies to:

- Ministry agents occupying housing that are owned by, or private accommodation that is rented/leased by, the Uniting Church in Australia Property Trust (Q.).
- Presbytery, or persons delegated with authority by presbytery, to exercise oversight in relation to church properties within its bounds.
- The responsible body for the accommodation, including Presbyteries when acting as the responsible body and Church Councils when are acting as the responsible body for the management and administration of property acquired, or held, for use of the Congregation.

This procedure does not apply to housing that is owned or rented/leased by the ministry agent.

Procedure

1. Guiding Regulations, Policy and Principles

This policy is guided by the Uniting Church in Australia Regulations: 2018 edition, the Ministry Agents Housing Policy (E/8.2), the Queensland Synod By-laws, the Queensland Synod document entitled: “The Design, Equipping and Furnishing of Manses” and the publicly available processes of the Residential Tenancies Authority. This policy should be read in conjunction with the Synod form entitled: ‘statement of mutual expectations’, a standard form agreement between a ministry agent, presbytery and responsible body providing a detailed list of the roles and responsibilities of all three parties in relation to the maintenance, upkeep and repair of the housing. All manses must meet the Minimum Housing Standards.

2. Maintenance and upkeep of manse properties

2.1. Responsibilities of Ministry Agent

- 2.1.1. Review the entry condition report relating to the housing provided by presbytery, the responsible body or their delegated representatives and notify the presbytery, responsible body or their delegated representatives of any disagreement with the information contained in the report.
- 2.1.2. Maintain the property in a clean, safe and undamaged state having regard to the condition of the housing upon taking vacant possession and excluding fair wear and tear.
- 2.1.3. Notify the responsible body of any damage to the housing as soon as practicable.

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- 2.1.4. Negotiate with the responsible body regarding making contributions – whether financial or otherwise – to remedy damage caused to the manse, excluding fair wear and tear.
- 2.1.5. Test and maintain smoke alarms in accordance with the *Fire and Emergency Services Act 1990* (Qld).
- 2.1.6. Seek permission from the responsible body about keeping pets in the housing and pay for any necessary repairs or cleaning of the housing as a result of damage caused by pets.
- 2.1.7. Undertake maintenance and everyday cleaning of a swimming pool located in the housing (if applicable). Ensure that the gate to the pool remains closed and remove any objects surrounding the pool or its fencing that would allow children to access the pool.
- 2.1.8. Permit reasonable access to the housing property by Presbytery, the Responsible Body or their delegated representatives:
 - 2.1.8.1. to inspect the property;
 - 2.1.8.2. to undertake maintenance activities, repair the property, renovate the property, install fixtures on the property, test smoke alarms (if applicable) or conduct other work on the property;
 - 2.1.8.3. to facilitate a property transaction – including but not limited to: the sale, mortgage or lease of the housing; granting or surrendering of a property right or other interest in the housing; and developing a contract for the erection, enlargement, structural alteration, improvement, or demolition of a substantial building on housing property.
 - 2.1.8.4. if the body – or their delegated representatives – have provided the required period of notice to the ministry agent for the circumstances in which they seek to access the property. These notice periods are detailed in the Queensland Synod document: ‘statement of mutual expectations’.
- 2.1.9. A detailed list of the responsibilities of the ministry agent in relation to the maintenance, upkeep and repair of the housing are detailed in the Queensland Synod document: ‘statement of mutual expectations’ and this document should be referred to for further information on the minister’s responsibilities.

2.2. Responsibilities of responsible body

In accordance with Q5.4.1 of the By-Laws of the Queensland Synod, if a responsible body provides a ministry agent with housing, the housing must be a ‘suitable residence’. To ensure the provision of a suitable residence and its upkeep, maintenance and repair, the responsible body is required to:

- 2.2.1. Complete and provide an entry condition report to the ministry agent prior to the ministry agent taking possession of the housing.
- 2.2.2. For church leased housing, pay a bond to the Residential Tenancies Authority before taking possession of the housing. The ministry agent will reimburse the responsible body for the bond paid to the Residential Tenancies Authority or in an alternate manner by agreement with the responsible body
- 2.2.3. For church owned housing, the ministry agent will pay a bond to the Residential Tenancies Authority before taking possession of the housing or in an alternative manner by agreement with the responsible body.
- 2.2.4. Negotiate in good faith regarding the return of the bond at the conclusion of the minister’s residence in the housing.
- 2.2.5. Ensure the manse is vacant, clean, in good repair and suitable prior to the ministry agent taking possession of the housing – including requirements for paintwork and pest and termite control.
- 2.2.6. Inspect the housing on a regular basis to assess the state of repair of the property:



- 2.2.6.1. In accordance with the Uniting Church in Australia Regulations 4.4.3, the Church Council, if acting as the responsible body for the housing, is required to conduct an annual property review. As part of the annual property review, the Church Council should assess the maintenance, upkeep and state of repair of the property and provide feedback to the ministry agent regarding the maintenance, upkeep and state of repair of the property. This annual inspection constitutes an inspection of the property. In accordance with section 195 of the *Residential Tenancies and Rooming Accommodation Act 2008*, the responsible body – or its delegated representative – is not permitted to enter the property for the purpose of an inspection within the next three months, unless with the agreement of the ministry agent.
- 2.2.6.2. For all responsible bodies, inclusive of church councils, a minimum of one inspection of the housing per year is required to be undertaken. A maximum of one inspection of the housing every three months may be undertaken.
- 2.2.7. Maintain the housing in a reasonable state of repair and repair, or arrange for the repair of, damage to the housing in a reasonable timeframe.
- 2.2.8. A detailed list of the responsibilities of the responsible body in relation to the maintenance, upkeep and repair of the housing are detailed in the Queensland Synod document: 'statement of mutual expectations' and this document should be referred to for further information on the responsible body's responsibilities.

2.3. Responsibilities of Presbytery

Presbytery, or its delegated representative, is responsible for maintaining overseeing the rental/lease agreement between the minister and responsible body for the housing, including in circumstances where the Presbytery is the responsible body. In this role, Presbytery is responsible for:

- 2.3.1. Overseeing the completion of an entry condition report and review of this report by the ministry agent and responsible body.
- 2.3.2. Overseeing the regular inspection of the housing by the responsible body.
- 2.3.3. Overseeing and mediating any disputes between the responsible body and the ministry agent regarding the housing, including disputes related to:
 - 2.3.3.1. Payment of the bond;
 - 2.3.3.2. Return of the bond;
 - 2.3.3.3. Financial or other contributions by the ministry agent to remedy damage caused to the housing; and
 - 2.3.3.4. Other aspects of an agreement between the ministry agent and the responsible parties in relation to the housing.
- 2.3.4. A detailed list of the responsibilities of the presbytery in relation to the maintenance, upkeep and repair of the housing are detailed in the Queensland Synod document: 'statement of mutual expectations' and this document should be referred to for further information on presbytery's responsibilities.

3. Bond

The payment of a bond by a ministry agent for church owned or leased housing is not mandatory, but where agreement has been reached, the bond payable must align with the Residential Tenancy Authority requirements. The Residential Tenancy Authority advises that the **maximum bond** for general tenancies is



the equivalent to 4 weeks' rent. For church owned housing, the responsible body will need to determine an appropriate bond amount for a similar property within the same suburb.

3.1. Payment of bond

A bond must be lodged with the Residential Tenancies Authority by the responsible body or managing agent (for church leased housing) or by the ministry agent (for church owned housing) or in a manner agreed between the ministry agent and the responsible body. If there is an agreement that the bond is paid directly to the responsible body by the ministry agent, the responsible body must provide the ministry agent a receipt and lodge the bond with the Residential Tenancies Authority within 10 days.

If the ministry agent has agreed to reimburse the responsible body for the bond paid by responsible body, the conditions of the reimbursement eg duration and amount, must be documented in the "call" documents.

As the ministry agent is responsible for repairs and replacements related to unreasonable wear and tear or damage, including wear caused by family pets, the ministry agent and the responsible body may agree to the ministry agent paying a bond to the responsible body, using the guidance provided by the Residential Tenancy Authority above.

The bond should be paid prior to taking possession of the housing and following the ministry agent receiving a copy of and/or providing their agreement to:

3.1.1. Reside in the housing;

3.1.2. The 'Statement of Mutual Expectations'; and

3.1.3. Any applicable by-laws or other agreements related to residing in the housing.

3.2. Financial hardship

If the ministry agent is, for any reason, unable to pay the bond amount to the responsible body, they should contact the responsible body and advise the reasons. The ministry agent and responsible body may negotiate an alternate means of paying the bond or waive the requirement to pay the bond – such as: paying the bond in instalments or the use of a bond loan.

3.3. Return of bond

The responsible body may apply to the *Residential Tenancies Authority* for the bond to be returned at the conclusion of the ministry agent's residence in the housing. In relation to a bond held by the responsible body, the ministry agent may apply to the responsible body for the bond to be returned at the conclusion of the ministry agent's residence in the housing. The necessary administrative actions should be completed as soon as possible following the ministry agent vacating the housing to ensure that the bond is returned in a timely manner.

3.4. Use of the bond

If, at the conclusion of the ministry agent's residence in the housing, the responsible body inspects the property and determines that damage to the housing – excluding fair wear and tear – has occurred, they may decide to speak with the ministry agent and request that a portion or the whole of the bond is used to repair, clean or otherwise remedy the damage.

4. Disputes and mediation

Disputes between the ministry agent and responsible body relating to: payment, return or use of the bond; contribution of the ministry agent to remedy damage to the property; or any other aspect of an agreement between the ministry agent and responsible body, should initially be resolved between the parties.

Where the dispute is not resolved, the dispute should be mediated by the presbytery. Where the presbytery is the responsible body for the housing, a suitable alternate church body should be requested to mediate the dispute. The alternative church body must be selected with the agreement of the ministry agent and responsible body.



5. Privacy

All dealings between the ministry agent, responsible party and presbytery related to the housing should be confidential and afford protection to the privacy of the ministry agent to the greatest extent possible.

Related documents

- The Uniting Church in Australia: Basis of Union, Constitution and Regulations 2018
- Queensland Synod By-laws
- E8.2 Ministry Agents Housing
- E8.2.1.1 Statement of Mutual Expectations
- B/1.1 Privacy Policy
- The Design, Equipping and Furnishing of Manses
- E/8.5.1.2 Ministry Agents Payment Notice

Definitions

Term	Meaning
Ministry agent	Includes Uniting Church in Australia candidates, community ministers, deacons, deaconesses, interns, lay pastors, ministers of the word, pastors, youth workers and ministers from other denominations serving in approved placements in the Queensland Synod.
Responsible body	Means a body that is responsible for the management and administration of property, and which either itself carries out those responsibilities or appoints another body to undertake them either in whole or in part (The Uniting Church in Australia Regulations 2018 edition, 4.1).
Housing	Means any premises or part thereof (including any land occupied by the premises or common property available for use by the occupier of the premises), which is used or intended to be used as a place of residence by a minister.
Bond	Means an amount of money paid by the ministry agent to the Residential Tenancies Authority and intended to be available for the financial protection of the responsible body against any damage that may be caused to the accommodation in breach of the statement of mutual expectations (<i>Residential Tenancies and Rooming Accommodation Act 2008</i> , s.111). A bond may also be paid to and held by the responsible body for the financial protection of the responsible body against any damage that may be caused to the accommodation in breach of the statement of mutual expectations.
Church Council	Means the body established in each Congregation to have oversight of its total life and mission (see Para. 3, Constitution).
Congregation	As the embodiment in one place of the one holy catholic and apostolic church, means those people (members and adherents) who worship, witness and serve as a fellowship of the Spirit in Christ, meeting regularly to hear God's Word, to celebrate the sacraments, to build one another up in love, to share the wider responsibilities of the Church, and to serve the world, and who are recognised as a Congregation by the Presbytery (see Para. 3, Constitution).



Term	Meaning
Minimum Housing Standards	A set of standards defined by the Queensland Government to ensure residential properties provide safe, secure, and functional living conditions. These standards aim to protect occupants' health and wellbeing by requiring properties to meet basic safety and habitability requirements.
Housing allowance	Means the quantum of money that is determined by the Remuneration and Nomination Committee of the Uniting Church in Australia, Queensland Synod, to assist in the provision of housing for the ministry agent and their family.
Presbytery	Means a district council of the Uniting Church in Australia, consisting of such ministers, elders/leaders and other Church members as are appointed thereto. Its function is to perform all the acts of oversight necessary to the life and mission of the Church in the area for which it is responsible, except for those agencies which are directly responsible to the Synod or Assembly (See Para. 15, Basis of Union).
Residential Tenancies Authority	Means a statutory corporation established in Queensland to: <ul style="list-style-type: none">• provide information about, administer and enforce the <i>Residential Tenancies and Rooming Accommodation Act 2008</i>;• receive, hold and pay bonds;• provide a conciliation service in relation to disputes about residential tenancy agreements; and• collect and analyse information about residential tenancies and rooming accommodation and provide advice regarding any issues. (<i>Residential Tenancies and Rooming Accommodation Act 2008</i>, ch.10).
Fair wear and tear	Means deterioration and changes that occur to accommodation as a result of aging or exposure to the environment during its normal use. Examples of wear and tear may include small scuff marks on the lower walls; carpet pile that has flattened because of furniture or foot traffic; paint or curtains that have faded because of exposure to the environment – e.g. sunlight; and garden mulch that has broken down over time.

Revisions

Document number		E8.2.1			
Version	Approval date	Approved by	Effective date	Policy owner	Policy contact
1.0	26.03.2026	Remuneration and Nomination Committee (Res RNC_260326_17)	01.04.2026	People & Culture	General Manager People & Culture
Next scheduled review		01.07.2028			