

## **QUESTION TAKEN ON NOTICE**

**BUDGET ESTIMATES HEARING: 27-28 May 2013**

IMMIGRATION AND CITIZENSHIP PORTFOLIO

**(BE13/0138) PROGRAM – 4.3: Offshore Asylum Seeker Management**

Senator Cash (L&CA 71) asked:

Senator Cash: Could I take you now to answer AE13/0061, which states:  
For IMA BVE holders all accommodation sourced by the service provider is in accordance with operational guidelines that require the service provider to comply with relevant legislation and standards, including State government requirements relating to tenancies and boarding houses.

What are the operational guidelines referred to and are you able to table them?

*Answer:*

The operational guidelines referred to are set out in the Transitional Accommodation Policy Addendum of the Community Assistance Support policy guidelines. A copy of the Transitional Accommodation Policy Addendum is attached.

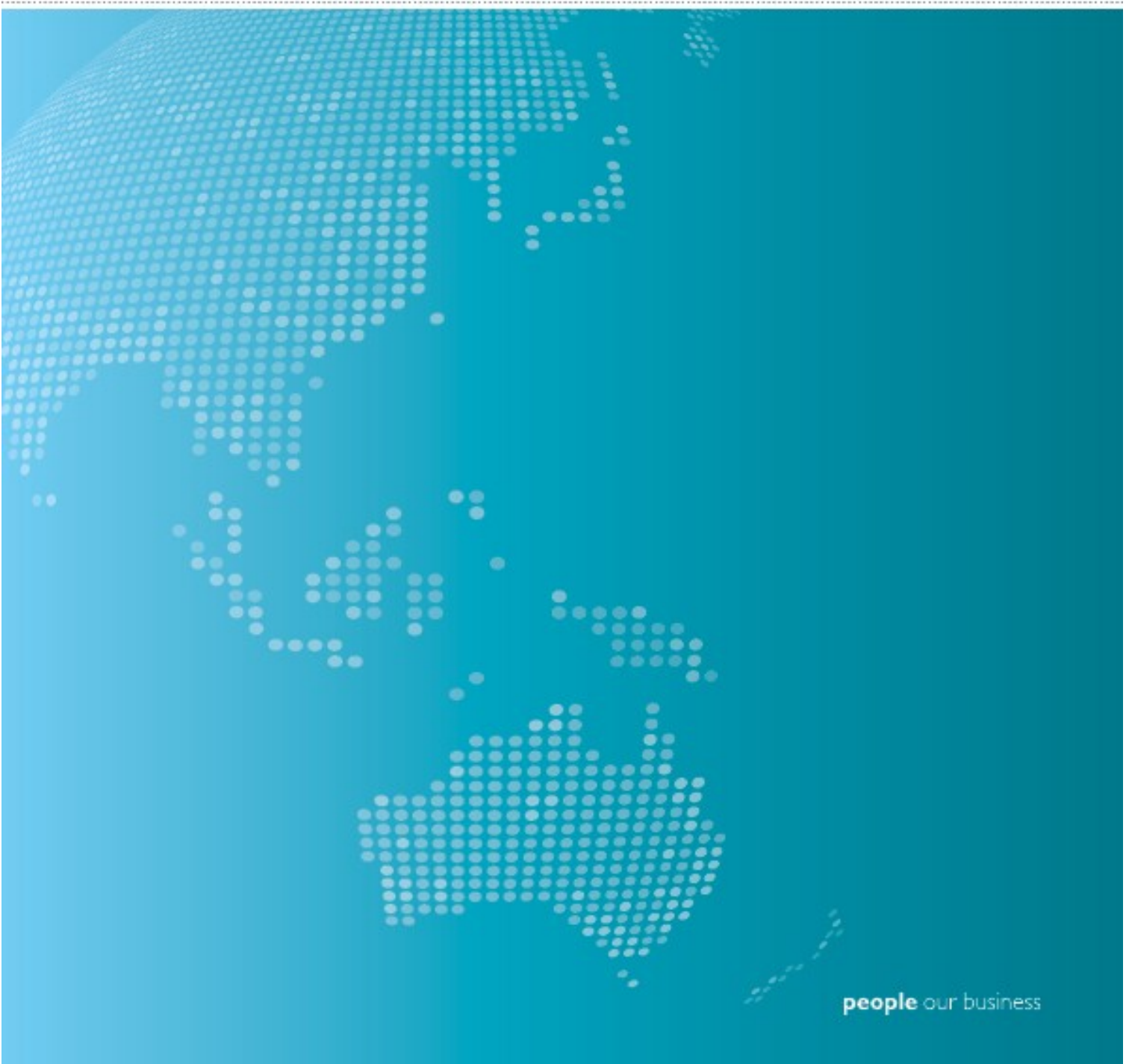


Australian Government  
Department of Immigration  
and Citizenship

# CAS Operational Framework Transitional Accommodation Policy Addendum

for irregular maritime arrival clients on Bridging E visas

Version: 3 August 2012



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## 1. Policy parameters

### 1.1 Objective

The purpose of this document is to formalise arrangements between the Department of Immigration and Citizenship (DIAC) and the service providers concerning the provision of accommodation support to irregular maritime arrival (IMA) clients released from detention on Bridging E visas (BVEs) who are receiving transitional support through the Community Assistance Support (CAS) program.

### 1.2 Guiding Principles

All service provision under CAS is undertaken with a focus on mitigating health and wellbeing barriers to resolving immigration status and are balanced with the need to ensure equity with the wider Australian community. In providing accommodation through CAS Transitional, service providers are to comply with the following principles:

- clients who are capable of managing independently, or who have appropriate accommodation available with family or other community links, are expected to use that option;
- service providers must actively assist clients who are provided with accommodation assistance to secure their own longer-term accommodation at the earliest opportunity following release from detention;
- services should be provided which address client vulnerabilities and essential needs in order to facilitate timely resolution of status and reduce identified risks;
- a maximum of six weeks of transitional accommodation will be funded through CAS Transitional Support;
- clients are expected to contribute to the cost of their accommodation;
- the level of client contribution balances the need for affordable accommodation with the need to prepare clients for the realities of the private rental market;
- the support from service providers must adhere to the contract between the service provider and DIAC, and implement the provisions of the CAS Operational Framework and other policy and procedures as instructed by the department; and
- accommodation for IMA client must provide value for money to the Commonwealth, be consistent with legislation pertaining to appropriate expenditure of public money and avoid the risk of adverse public perception.

### 1.3 Exclusions

Household formation packages are not available under this policy for any reason. The CAS Operational Framework specifies client entitlement to household formation packages, and those arrangements remain in place for IMA clients.

## 2. Accommodation arrangements

### 2.1 Forms of accommodation to be used

The Service Provider must locate appropriate accommodation for IMA clients at the lowest available price. Four forms of accommodation will be used for this client group. Service providers will source accommodation using the following priority order:

- 1. Community links, such as family, friends, religious and other community groups.** Where community links are identified that can appropriately accommodate a client this option must be used.
- 2. Homestay arrangements.** Suitable clients must be placed in homestay arrangements. If the department or the service provider has identified a client as unsuitable for homestay arrangements an exception can be made.

Clients can reside with a pre-approved homestay provider in the community for up to six weeks under CAS TS program. Homestay providers must meet minimum standards and be approved by the department before they are used to accommodate CAS TS clients. Service providers who work with IMA BVE clients are to observe the CAS Operational Framework and related policies and agreements.

into this type of accommodation will be required to share rooms and dorms with one or more people. If a client is unwilling to share a room, the service provider should discuss alternative arrangements with the client and explain that s/he will have to be accommodated at own expense.

#### **4. As a last resort, other budget accommodation such as motels and hotels capped at 3 stars.**

Clients who cannot be accommodated in backpackers, caravan parks or similar facilities, may be accommodated in budget motel/hotel rooms at a cost of \$100 per night per room. In consideration of public perceptions, accommodation above 3-star is not to be booked even if the cost of a room is less than \$100 per room per night. If clients are to be booked into hotel/motel accommodation they too will be expected to share twin-rooms.

## **2.2 Brokerage of accommodation offers for CAS Transitional Support**

Service providers will receive and coordinate accommodation offers from a range of accommodation providers and will manage the placement of IMA clients on BVEs in that accommodation.

Wherever possible, service providers should use fee-for-service accommodation arrangements and should avoid entering into long term lease agreements or other contracts. Where it is not possible to secure an accommodation offer on this basis, service providers should seek to use Memoranda of Understanding with accommodation providers or should only enter agreements for the minimum period practicable. Unless otherwise approved by DIAC, agreements should not be entered into for periods longer than six months.

## **2.3 Assistance to secure longer-term accommodation**

Within two weeks of release, the service provider will assist clients to access medium-term accommodation, including private rentals and community housing. Assistance will be in the form of case worker support to clients to understand what accommodation is available to them and to apply for that accommodation.

Specifically, the service provider will provide the following support:

- information on the private rental market and community housing;
- information on where accommodation is advertised (e.g. online, real estate agents, community housing providers);
- information on leases, bonds and advance rent payments;
- caseworker assistance to apply for accommodation where needed;
- rental bond loans under the CAS program;
- advance rent payments; and
- other assistance as required.

Where clients are provided with further support at the end of their CAS Transitional Support, either through CAS or the Asylum Seeker Assistance Scheme (ASAS), they may be provided with rent assistance if eligible.

Clients who are granted a Protection visa (PV) following release from detention on a BVE may be provided with accommodation through Humanitarian Settlement Services (HSS) when support under CAS or ASAS ceases.

## **2.4 Bond loans and rent advance payments**

In order to assist clients to enter the private rental market, service providers may provide rental bond loans to CAS Transitional clients under the arrangements described in the CAS Operational Framework and up to four weeks rent in advance. In addition to measures that incentivise clients to move into their own longer-term accommodation, rental bonds facilitate this by assisting clients to overcome financial barriers to accessing that accommodation.

Rent advance payments will only be paid by the service provider where evidence has been obtained in the form of receipts and copies of the lease, clearly indicating the weekly rent and rent in advance payment for the nominated client.

Where bond loans and rent advance payments are provided, these amounts will be recovered from clients. Bond loans will be recovered as a deduction from client income support payments. Bond loans and rent in advance are to be recovered in "affordable" fortnightly deductions and clients will be expected to pay 10% of their fortnightly income support towards their debt. If this is determined to be unaffordable, clients will be permitted to pay a minimum amount of \$20 per fortnight. The service provider is to form an assessment and document clients' financial circumstances to support the decision regarding minimum repayment amounts.

Case managers can approve bond loans and rent in advance payments for IMA clients under CAS TS, CAS and ASAS for rental arrangements with agents or with private land lords. Case managers can approve rent in advance and bond loans of up to \$800 for clients who will be entering into private rental arrangements providing the following documentation is submitted to them:

- 1 A lease, tenancy agreement, statutory declaration or signed letter from the home owner or their agent which contains the address of the rental premises, the weekly rent and the client's name who will be residing at the property.
- 2 The lease, agreement, declaration or letter will need to:
  - a. outline the requirement for the bond (if bond loan is being requested), the amount to be held and the fact that it will be returned to the client upon vacating the premises. In most states and territories rental bonds must be held in trust by the relevant state or territory government, to be released at the end of the lease.
  - b. outline the requirement for the rent in advance (if rent in advance is being requested) and the amount that is required to be paid in advance.

The service provider will still need to make fortnightly deductions for the bond and rent in advance as explained above.

## 2.4 Extensions to CAS TS accommodation

DIAC's case management network is delegated to approve CAS TS accommodation, or emergency accommodation, for up to six weeks. If a lesser period has been approved, the service provider should seek approval from case managers to emergency accommodation. If the service provider is seeking extensions beyond six weeks, the service provider should direct the request to case managers who will forward the request to the Community Services Policy (CSP) section. To ensure timely outcomes, requests for extensions beyond six weeks should be done well in advance of the end date of CAS TS.

It should be noted that extensions beyond six weeks will only be approved in limited circumstances, such as where evidence has been provided that the client has a diagnosed mental illness, where the client is PV imminent, or has been referred to ASAS or CAS and coverage is required for the 5 day waiting period. As PV clients are likely to be eligible for accommodation support under HSS, it is important that there is not a gap in service delivery if the department is aware that the client will be granted a PV within the coming two weeks.

## 2.5 Disengagement

If a DIAC case manager has advised the service provider that a client is to be disengaged from CAS Transitional Support, the service provider should cease providing accommodation to the client on the disengagement date specified by the case manager.

If a client receives a PV grant while they are still receiving CAS TS, they will need to be disengaged and linked with HSS services. Disengagement should occur as soon as clients are linked with HSS services, the timeframe permitted under CAS policy is a maximum of 28 days. However, clients receiving CAS TS should be disengaged at the conclusion of the sixth week of TS or 28 days – whichever comes first. For clients who receive a PV grant in their fifth or sixth week of TS, a two week extension may be granted by CSP to allow the client time to link with HSS services.

## 3. Cost agreement

### 3.1 Rental and other charges

**Unless otherwise approved by DIAC, the service provider will only accept homestay accommodation, boarding house or similar accommodation offers where the charge for this accommodation is \$335 per person per week or less.** Any upfront costs associated with an accommodation proposal should be amortised and added to the weekly charge to determine if the average cost per person per week is below \$335.

Where a community link, homestay accommodation, boarding house, hostel or similar is not available, **the service provider will only use budget motels and hotels to a maximum standard of 3-stars, and will only use these where they cost \$100 per room or less. Clients are to share a twin room wherever this option**

week cap.

## 3.2 Client contributions

Where clients are provided with accommodation assistance through DIAC programs, there is an expectation that they will transition to their own longer-term accommodation as soon as practicable. While remaining in funded accommodation, clients will be expected to make a contribution toward the cost of their accommodation.

**In all forms of accommodation provided to IMAs on BVEs and funded through CAS Transitional Support, clients will be expected to contribute \$85/week in rent.** This level of rent has been set with consideration to housing affordability, preparing clients for the realities of the private rental market, and the need to provide an incentive for clients to move in to their own, longer-term accommodation. The service provider will implement this through as a deduction of \$170 from each client's fortnightly income support payments. This will occur for the duration of the time that the client is having their accommodation directly funded under CAS Transitional Support. The service provider is expected to notify clients of this deduction while they remain in accommodation funded through CAS TS.

Client accommodation contributions are paid fortnightly in advance and any advance contributions will be forfeited if clients choose to leave their homestay placement. Clients are not required to give notice and will not be charged any further deductions from the time of their departure, clients should be advised of this arrangement and carefully consider their options for departing a homestay placement.

Contributions will not be deducted from clients who are residing with family or other community links at no cost to the program. However, clients are not to reside with family or friends in Community Detention (CD) properties unless exceptional circumstances exist and approval has been obtained by DIAC. If the service provider becomes aware that a client is residing in CD property without approval, the service provider is to ask the client to vacate immediately and notify the department via the CAS Mailbox. Contributions will also not be deducted if clients are paying for the cost of their accommodation themselves.

After CAS Transitional Support ceases to directly fund homestay accommodation, boarding house or budget style accommodation for a client, the client may negotiate directly with an accommodation provider to stay, paying the provider directly at the rate set by that provider. Where clients are provided with further support under CAS or ASAS they may be provided with rent assistance if eligible.

## 4. Service standards

### 4.1 Legislation, standards and tenancy agreements

Service providers are expected to comply with relevant legislation and standards, including State Government requirements relating to tenancies and boarding houses. Short term Occupancy Agreements should be used wherever possible, limiting the length of any tenancy to six weeks where this is allowed under relevant legislation. Longer agreements may be made where clients are willing to pay for the accommodation themselves after the initial six weeks funded by the department. Clients paying for this accommodation beyond the initial six weeks, and who are in receipt of CAS or ASAS, may be provided with rent assistance payments where eligible.

Service providers should monitor the standard of accommodation that clients are placed in to ensure that it is safe and appropriate.

### 4.2 Occupancy and vacancy arrangements

Wherever possible rooms will only be paid for while occupied by clients. Where this cannot be negotiated with accommodation providers, rooms may be paid for irrespective of whether occupied or not. However, the service providers must ensure that rooms are occupied at least 90 per cent of the time where rooms are being paid for. The 90 per cent occupancy rate is benchmarked against that used in community housing and homelessness services and should be readily achieved given the demand for accommodation.

Unless otherwise approved by DIAC, CAS Transitional funding should not be used for rooms where occupancy rates fall below 90 per cent.



### **4.3 Risk management**

Service providers will utilise a risk management approach to the provision of accommodation to this client group. Risks to the CAS program and to its clients will be identified and appropriate strategies put in place to mitigate these risks.

### **4.4 Accountability**

Under the *Financial Management and Accountability Act 1997* (FMA Act), DIAC and its contractors must manage public money and property in a way that promotes the efficient, effective and ethical use of the Commonwealth resources and is consistent with the policies of the Commonwealth.

In meeting these obligations, service providers must retain records of accommodation provided and provide timely reporting and invoicing in accordance with the contract as agreed with the department.