

# TENANT HANDBOOK



**YUMBA-META**

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## 1. Welcome to Yumba-Meta Limited (YML)

### Introduction

As a provider of social housing, we aim to provide affordable, secure and appropriate housing in the North Queensland Region to individuals and families on low to moderate incomes and to those people who face difficulty in securing affordable accommodation through the private rental market.

This Tenant Handbook is designed to provide you with information to help you get settled into your YML property and we hope that you find this information helpful.

If you would like any further information about YML or your tenancy, please refer to page 15 of this booklet for contact details of your Housing Officer and YML office.

### Our guiding principles

- To deliver high quality housing services to clients
- To provide housing located in mixed tenure developments, in good locations
- To reduce the occupancy costs for tenants through good environmental design and good location close to public transport and services
- Ensure tenancy sustainability through effective management
- To provide an accessible and transparent service to all clients
- To encourage and support tenant involvement in their housing and the organisation

## 2. Before you move in

### Your privacy

YML will abide by the Privacy Act 1988 at all times. This includes all employees of YML and the Board of Directors.

### Principles

YML agrees to:

- Only collect information that is necessary
- Not collect personal information about an individual just because we think that the information may come in handy later
- Tell people what we are going to do with the personal information we have collected about them
- Consider whether we should be using personal information for a particular purpose
- Consider whether we need to disclose personal information
- Give people access to personal information held if required (a notice of at least 3 working days is required)
- Always aim to keep personal information secure. Not keep information longer than needed or longer than is required
- Wherever possible keep personal information accurate and up to date

### Your rights and responsibilities as a tenant

Tenants have the right to a service at YML that:

- Provides secure, safe and affordable housing
- Respects the tenants right to privacy
- Protects tenants' rights and confidentiality by way of both policy and procedure
- Provides a supportive, safe and secure environment

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- Promotes the empowerment of tenants by encouraging and assisting them in the process of decision making within the organisation
- Consults tenants on decisions relating to them or their housing
- Ensures potential tenants are offered confidential assessment of their applications and to have the application process explained to them
- Treats all applicants and tenants fairly and consistently
- Responds to tenants needs in a timely and flexible manner
- Does not discriminate on grounds of age, gender, religion, sexuality or disability
- Responds to the individual and cultural needs of tenants in an appropriate manner
- Works with other services to provide a more holistic approach to housing
- Acknowledges the right of tenants to lodge an appeal or complain about the service
- Provides tenants with the opportunity and information on how to complain about YML services and the appeal process
- Encourages tenants to bring an advocate, support worker or interpreter to any meetings
- Provides tenants with information regarding how the organisation operates and tenancy legislation

#### Tenants at YML have the following responsibilities:

- To treat all YML staff with respect
- To treat other users of the service with respect
- To care for their property, including the grounds and gardens
- To abide by the terms and conditions of the Residential Tenancy Agreement
- To report to YML as soon as practicable any repairs or maintenance issues at their property
- To pay their rent on time and in advance
- To respect the rights of their neighbours regarding quiet enjoyment of the premises
- To notify YML of any changes to household income or size
- To allow access of their property to staff when required
- To notify YML of any changes to their contact details
- To inform YML if they are going to be absent from their property for a period of time
- Not to make changes to their property without the consent of YML
- Not to carry on any business or trade on the property without the consent of YML
- When vacating the premises to leave the property in the same condition that it was when first rented (fair wear and tear excepted)

### Pets

YML understands the attachment many people have to their pets and how important companion animals can be to the health and wellbeing of people.

However, it is important to note that not all properties at YML will be suitable for pets for a number of reasons including size of property, location or type of property.



Any tenant wishing to have an animal in their property, should apply for permission to keep a pet in writing to the office. All applications will be assessed on the suitability of the pet for the property.

Tenants found to be keeping pets in their property without the permission of YML will be in breach of their tenancy.

The tenant will be responsible for having the premises fumigated (for fleas and ticks) on expiry of the tenancy agreement. A receipt of proof must be provided to the office upon vacating.

## How rent is charged

### Long Term Community Housing Program

In Long Term Community Housing you will pay 25% of the assessable household income plus any Commonwealth Rent Assistance received.

Everybody living at the residence will have their income considered when calculating the rent.

The only exceptions are people living in the household for less than four weeks and dependent children aged 17 years and under who attend school.

**The following types of incomes are NOT assessed:**

- Specific purposes payments including Pension Supplement, Pharmaceutical Allowance, Telephone Allowance, Family Tax Benefit Part B, Carer Allowance and Disability Pension paid by the Department of Veteran's Affairs for any country
- Casual earnings for dependents aged 17 years and under and attending school
- Work allowances such as leave loading and allowances for travel, training, tools, meals and clothing

- Australian Government Pension Reform increases. These appear on your Centrelink statements as "Govt Housing Authority Concessional amt" for eligible single pensioners in social housing

If your income goes up or comes down, please let YML know so that they can adjust your rent accordingly.

If your income changes from week to week because of casual work or other changes in income, YML will average earnings over the previous six weeks.

Rent levels are reviewed annually to take into account Centrelink rate increases and changes in work circumstances.

You can also request a review at any time if your circumstances change, or if you become aware of a discrepancy in the rent calculation.

## Entry Condition Report

When you sign a lease for your property, you will be given a property condition report, detailing the condition of the premises you are moving into.

As the tenant, you must review, complete and sign this form, add any comments and return it to your Housing Officer within three (3) working days of being given the condition report.

Failure to return this report would place the tenant in breach of the Act and no alterations to this report will be accepted after the specified period.

If you move out of your property, this report will be used by YML to determine whether there is any excess damage to the property and whether your bond will be returned to you or claimed.

## Paying your rent

YML provides a wide range of payment options for tenants to pay their rent. You will be provided with information on rent processes and details of how you can pay rent at the beginning of your tenancy. All tenants are required to pay their rent two weeks in advance, in line with their tenancy agreement.

You can pay rent in the following ways:

### Centrepay

If you chose to sign an EVOR form, YML can lodge it with Centrelink and set up rental payments as instructed by the tenant. Fortnightly rent will then be deducted automatically from your Centrelink benefits.

### Bank Deposits

Payments can be made at any bank using YML bank account details and your name as reference.

### Internet Payments

You can transfer funds through internet banking using YML bank account details and your name as reference.

### Direct Deposit

You can set up a direct deposit through your bank. Some banks do charge for this so we advise you to check with your bank before setting up a Direct Deposit.

### Money order or cheque

You can post or hand deliver payments by cheque or money order.

### Cash

Accepted at the YML office. However this method is discouraged as to minimize cash handling.

## Rent arrears procedure

Should your rental payments fall behind YML will action the following rent arrears procedure:

### Eight (8) days behind in rent

Notice to Remedy Breach (RTA Form 11 for failing to pay rent) – seven (7) days provided to remedy breach and pay all necessary rent arrears.

### After expiry of Form 11 for rent arrears and rent not paid in full

Form 12 Notice to Leave the premises is issued – seven (7) days notice is provided (plus postage if not hand delivered). Once this notice is issued, termination of the tenancy is in place based on rent arrears and vacant possession at the end of this notice may be required.

### Upon expiry of the Form 12 Notice to Leave and possession of the property not handed over and rent not paid

An application to Tribunal to obtain an order for termination/warrant of possession. Once granted by Tribunal, police execute the warrant to obtain vacant possession of the property on behalf of the lessor.

## Rental bond

A rental bond is an amount of money paid by you, the tenant, as a form of security for YML in case you do not follow the terms of the tenancy agreement.

You will be required to pay the equivalent of four (4) weeks rent towards bond at the beginning of your tenancy. The bond money is paid to the Residential Tenancies Authority (RTA) until such time as you move out of your property.

Provided that there are no outstanding rent or non-rent charges on your account and the property has been left in a similar condition to what it was leased to you in (fair wear and tear excluded) you will receive your bond back.

YML may claim part or all of your bond money for any outstanding rent or non-rent debt that you have or for any maintenance that is required to the property due to tenant damage or neglect.

### **3. While you're a YML tenant**

#### **Repairs and maintenance at your property**

Tenants are responsible for the replacement of tap washers and bulbs. General wear and tear and maintenance must be reported to the office as soon as identified.

Damages caused by tenant, occupants or visitors to the property must be met by the tenant.

Damages caused by theft or burglary must be reported to the police and the tenant must ensure a crime report number is provided to the office for insurance purposes.

All repair requests must accompany a repair request form.

General pest treatment during the tenancy is the responsibility of the tenant. The expected timeframe for responsive maintenance is 2–3 days.

#### **General Wear and Tear**

##### **Rubbish**

The tenant agrees to accept responsibility for the replacement of the wheelie bins, including any costs incurred, should it be misplaced or damaged as a result of negligence on behalf of the tenant.

On vacation of the premises, bins must be cleaned and stored in garage or laundry area. It is the tenants' responsibility to ensure that all hard waste (i.e. all rubbish too large to fit into the wheelie bin) is disposed of appropriately and in a timely manner.

##### **Hot water services**

It is the tenant's responsibility to ensure that hot water system is always kept full. This should be checked at least once every three (3) months.

##### **Excess water**

Please note that as per your Lease Agreement you are responsible for payment of excess water rate. People often don't realise that leaking taps and toilets are the main reasons for excess water bills.

If you notice any constant dripping or leaking, please make sure you report it to the office.

##### **Blockages**

The tenant is liable for repairs to blocked garbage disposal units and washing machine pumps and blockages caused by loose items being dropped down drains in bathroom and toilet. Determination of the cause of the problem will rest with the repairer.

#### **Yard maintenance**

Tenants are responsible for maintaining the yard. Loose items and debris in yard must be removed or secured neatly by the tenant.

Tenants are not permitted to plant trees at the property, shrubs no higher than five meters are permitted to be planted away from the house.

Lawns must be suitably maintained. Rubbish and unregistered cars can not be kept within rental properties and the yards. Tree maintenance is also the responsibility of the tenant.

## Emergency repairs

The tenant is to meet the cost of service calls to tradesmen if the tradesman is called without the prior approval of YML (excepting defined emergency repairs) or if the problem is resultant through tenant neglect or is deemed tenant responsibility.

Only in the case of an emergency outside office hours may a tenant arrange for repairs to be carried out.

**Emergency repairs are generally regarded as:**

- A burst water service
- A blocked or broken lavatory system or fitting
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious, storm, fire or impact damage
- A failure or breakdown of the gas, electricity or water supply to the premises
- A failure or breakdown of any essential service or appliance on the premises
- A fault or damage which causes the premises to be unsafe or insecure
- A fault or damage likely to cause injury to a person or damage to property

Should an emergency repair be necessary an effort must be made to contact YML on either of the contact numbers provided on the Tenancy Agreement.

A list of contractors is also provided for emergency repairs. Please check fridge magnet and Tenancy Agreement for details.

## Making alterations to your property

Tenants who want to make any alterations or additions to the property will need to put the request in writing to YML. This will then be reviewed by the Housing Manager and a written response will be sent to the tenant.

## Keys for your property

You will be given a full set of keys for your property at the start of your tenancy. The keys will include any window, gate or garage keys.

You will be asked to sign a form at the lease signing to acknowledge that you have received the full set of keys. If you lose your keys, please contact the office to see if there are a replacement set of keys.

You are responsible for the cost of replacing them. If you lose your keys outside of normal office hours, you are responsible for contacting a locksmith and covering all costs.

## Smoke alarms

All YML properties will be installed with working smoke detectors prior to any tenants moving in.

### Hardwired smoke alarms

All YML (owned) units and new properties have hardwired smoke detectors. These detectors are checked on a regular basis by a qualified electrician once every 12 months. Hardwired smoke alarms have batteries as back up should the power go out. If the batteries need replacement during your tenancy, it is your responsibility to change them.

### Battery operated smoke alarms

YML will replace the batteries to all smoke detectors at the beginning of each tenancy. If the batteries need replacement during your tenancy, it is your responsibility to change them.



## Rental reviews and income changes

YML will conduct annual rent reviews. The purpose of the rent review is to ensure that all tenants are paying the correct amount of rent, as per their income details and to update any changes to the household income. You will be advised in writing of each rent review and given adequate time to provide your income details.

Tenants who do not provide their income details by the date required may have their rental rebate cancelled and will be required to pay market rent. If you have signed an EVOR form and your only income is Centrelink payments, YML can automatically retrieve updated income details from Centrelink on your behalf.

## Neighbours

YML understands the importance of building strong, sustainable and peaceful communities and employs a wide range of strategies to ensure successful long term tenancies within the community.

Many of the properties that YML provides are close together, with some properties having shared gardens and parking spaces.

Our properties house a wide variety of people from singles to couples to large families, so it is important for all tenants to realise that some noise and difference in lifestyle choices are inevitable and should be expected.

Sometimes these differences or noises can create issues amongst neighbours. In most cases, we recommend that tenants try to resolve the issue themselves by speaking directly with their neighbour/s regarding their concerns.

Discussing the situation between neighbours and working together to find a solution is usually the simplest and fastest way to resolve any issue.

However if you find that after discussing the issue with a neighbour that the problem continues, or you feel that the problem is too serious or confrontational to discuss directly with a neighbour, you should contact your Housing Officer.

## Unit complex parking

Tenants in unit complexes are required to provide YML with the current registration number of their vehicle if they wish to be authorised to park in the complex. Only authorised vehicles will be allowed to park within the complexes, all other vehicles must park on the street. Unregistered vehicles are not permitted in the parking areas.

## Going away

You do not need to advise YML if you are going to be away from your property for less than six (6) weeks, though it is advisable that you let your Housing Officer know.

If you are going away you will need to ensure that your rent and water usage charges will be paid on time and that you have a friend, neighbour or family member who can check on the property.

### Absences over six (6) weeks

If you are planning on being away from the property for more than six (6) weeks you will need to contact your Housing Officer to seek permission and to provide details of why you will not be living at the property and when you will be returning.

This needs to be done even if other members of your household will be remaining in your property.

Please note absences include hospitalisation, rehabilitation and incarceration.

## Occupancy levels

Occupancy levels are not to exceed the number of people listed on your tenancy agreement. You must notify YML if you wish for someone to move in with you, unauthorised occupants are a breach of your tenancy and you may face eviction if all occupants of the property are not authorised. Additional occupants may also affect your rent calculation.

## Tenant involvement

YML encourages the rights of all tenants to participate in their housing, the organisation and to provide input into the services that we provide.

Tenants will be informed throughout their tenancy of the different ways that they can participate or provide feedback to the organisation.

### Tenant newsletter

YML publishes a Tenant Newsletter every quarter which is sent to all tenants. Tenants are encouraged contribute to the Newsletter.

### Annual tenant survey

All tenants will receive a tenant survey each year and will be asked to complete the survey and return it to YML. The survey is an opportunity for tenants to anonymously provide feedback to YML on the services provided. YML will use the information gathered from the survey to improve our services.

### Tenant feedback

Tenants will be given the opportunity to give feedback and suggestions to the organisation in many different ways. YML hopes that by providing a number of outlets for tenants to give feedback, it will encourage more tenants to provide input.

## 4. Once you leave YML housing

### Ending your tenancy

A tenancy with YML may be ended either by a tenant or by the organisation, for a variety of reasons.

Whatever the reason for a tenancy being ended, YML aims to ensure that:

- All termination notices issued by YML comply with legislation
- Tenants are provided with information and access to legal advice, support and interpreters
- Tenants are aware of their rights and responsibilities regarding ending tenancies
- Tenants are provided with details of the vacating procedure

### Tenants ending tenancy

Tenants who want to end their tenancy and hand back their property are required to give:

- Two (2) weeks (14 clear days) written notice to vacate their premises if they are on a fixed term lease or continuing lease

Notices will need to be provided in writing to YML. In cases where you are unable to give two (2) weeks notice due to being offered a permanent public housing property or due to exceptional circumstances, you may be able to negotiate this with the CEO.

Once YML has received your notice to vacate, the Housing Officer will contact you to discuss the vacating procedure.

## What to do when leaving

You must give two (2) weeks (14 clear days) notice in writing if you intend to vacate.

**On vacating the tenant will be responsible for, but not limited to:**

- Cleaning of all carpets by an approved professional contractor
- Washing curtains (if applicable)
- Steam cleaning lounge suites and chairs by an approved professional contractor (if applicable)
- Mowing lawn, tidying yard and removing all leaves and debris from guttering
- If air conditioner installed, the window/wall to be restored to its original form
- Rectify any damage to the property
- Removal of any loose items left behind on premises on vacating
- Cleaning of stove / grill / oven / range hood

Where appropriate, relevant receipts must be handed in with the keys. If receipts are not provided, YML will arrange for the completion of the work and deduct the cost from the tenant rental bond.

## Transfers

### Applying for a transfer

**All YML tenants can apply for a transfer, but your application may not be approved if:**

- You have been in your current property less than 12 months
- You have transferred two (2) or more times (excluding forced transfers)
- You are in rental arrears or have an outstanding non-rent debt
- You are currently in breach of your tenancy agreement

- There are concerns about your ability to manage or maintain a tenancy
- You have not provided sufficient evidence to show that you need a transfer
- It is known that YML will not be able to satisfy your housing needs
- When applying for a transfer, you must complete a Transfer Application Form and provide evidence as to why you require a transfer

Applications for transfer will not be accepted unless all supporting documentation and evidence are attached.

Tenants who have been approved for a transfer will go on to the transfer waiting list, if the transfer is urgent and YML does not have any available properties the transfer request will be forwarded onto the Department of Housing.

Tenants who have been declined a transfer will be provided with information as to why their application was declined and information on YML's Appeals Policy.

## Getting your bond back

If you decide to vacate your property, the bond will be refunded to you provided that you do not owe any money for outstanding rent or non-rent debt and that you leave your property in the same condition that you found it in (fair wear and tear accepted).

Your bond may be claimed by YML if there is any money owing on your account. Any disputes between the tenant and YML will be taken to the Residential Tenancy Authority to be heard.

## Debt recovery

If you leave your property, either voluntarily or due to an order that has been imposed by the Queensland Civil and Administrative Tribunal (QCAT), you will be required to pay to YML any rent or non-rent debt that you have incurred during your tenancy.

You will also be responsible for the cost of any damage or repairs needed to your property as a result of any deliberate or negligent tenant actions (fair wear and tear accepted).

YML may apply to QCAT for you to pay any outstanding debt.

## 5. Appeals and complaints

### Appealing decisions made by YML

YML welcomes tenant feedback and encourages tenants who disagree with a decision that was made to lodge an appeal.

The appeals process allows YML to grow as an organisation and hopefully to improve our services. Tenants will not be discriminated against or punished for lodging an appeal.

If you believe that a decision made by YML in relation to your tenancy was unfair or incorrect, you have the right to appeal against the decision.

### Decisions that can be appealed

Tenants can appeal decisions that YML have made in regards to:

- How your rent was assessed
- A decision to withdraw an applicant from the waiting list
- Offers of housing that you have been made
- Any requests for specific property needs that have been declined
- Any action that was taken due to an alleged breach of tenancy
- Any charges that have been added to your non-rent account that you disagree with
- A decision not to allow an additional occupant to move into your property
- Any applications for transfer, mutual exchange or succession that have been declined
- A decision not to reduce your rent during an absence from your property, or when a request for an absence has been declined
- Management Transfers

Tenants can request a formal review of the decision made.

**If tenants are unsatisfied with the outcome of this appeals process, they will be provided with information and contact details for the following external organisations that may be able to provide support or advice:**

- The Residential Tenancies Authority  
1300 366 311
- QStar  
1300 744 263

## **Making a complaint about YML**

If you are unhappy with any part of the service that YML provides or the service a staff member has provided, we would like to know about it so that we can attempt to resolve the matter and improve the services we provide.

Tenants will not be discriminated against or punished for lodging a complaint.

If you are unhappy with the way you have been treated by an YML employee, we encourage you to first discuss the matter with the employee in question, to see if the matter can be resolved.

If you are not comfortable doing this, or you would like to complain about a service that YML provides, you will be provided with a complaints form to fill in and return.

### **Stage 1:**

When a complaint is received, the delegated staff member will investigate and record the complaint, and propose what should be done.

That staff member will discuss the complaint with the relevant housing manager and decide if a policy, procedure, standard or law the complaint relates to has been breached.

If none of these have been breached, or no improvements can be identified, the staff member will explain that no further action will be taken in a written response.

If there has been a breach, a resolution will be proposed to settle the complaint / issue. This will be detailed in a written response.

### **Stage 2:**

If the complainant is not satisfied the complaint will be reconsidered by YML's CEO.

## **Complaints and appeals to the YML Board**

A complaint may be taken to the YML Board, when:

- The initial complaint made to the CEO cannot be resolved;
- An appeal is lodged in respect of a decision made by the Board regarding a complaint;

The process the Board will follow regarding complaints and appeals is:

- The Board at the next monthly meeting or as soon as practical depending on the urgency of the situation shall consider complaints, grievances and appeals lodged in writing that could not be satisfactorily resolved by the CEO.
- Investigate and consider the matter regarding the complaint;
- Make recommendations and/or decision to resolve the matter;
- The CEO or President will advise the complainant:
  - That the Board has made a decision regarding the complaint and advise of the decision or;
  - The Board has resolved to hear the complaint/grievance, including the tenant's right to have an advocate present;
  - Where the Board makes a decision regarding the complaint that is unacceptable to the tenant/complainant, the tenant/complainant may lodge an appeal in writing, within seven (7) days of receipt of the decision;
  - If an appeal is lodged, a mediator approved by both parties is appointed to hear the complaint within 21 days of the appeal and seek resolution;
  - In event of failure to resolve the matter during the mediation process, either the YML Board or the tenant/complainant may refer the complaint to the Residential Tenancy Authority for a conciliation process.



## Neighbour disputes

In the event of disputes between neighbours or harassment of tenants, Housing Officers will:

- Request the complaint in writing;
- Assess the situation to determine if it is the responsibility of YML;
- Advise all parties of their rights, by providing information of the appropriate authority, i.e. the police, Housing Resource Services, in case of noise, harassment, assault or criminal activity;
- Provide conflict resolution processes and appropriate support agency information;
- Seek to determine/resolve issues quickly and keep all parties informed;
- Follow RTA guidelines, processes and the requirements outlined in the Residential Tenancies and Rooming Accommodation Act 2008 to ensure that YML is acting in line with legislation regarding the management of tenancies.

## 6. Tenancy Support Service

YML has developed the Tenancy Support Service to assist tenants whose tenancy is at risk.

The Tenancy Support Service provides structured home based support through Case Managers. It aims to assist tenants to avoid eviction as well as to reduce tenancy related problems such as rent arrears, poor property conditions and reports of disruptive behaviour.

**Case Managers from the Tenancy Support Service will:**

- Work with tenants to build on your strengths and skills in relation to maintaining a successful tenancy;
- Assist tenants with a range of information, skills and techniques;
- Increase tenants knowledge about tenancy management and tenancy related issues;
- Link tenants with other services and community supports.

If you are an YML tenant and wish to use the Tenancy Support Service or would like more information regarding the service please contact your Housing Officer.

Alternately if you are having tenancy issues the Housing Officer may refer you to the service in order to help you remedy the tenancy issues. Participation is voluntary and you have the right to not use this advice if you wish.

## 7. Useful contact numbers

### **Yumba-Meta Limited**

Housing Officer

**4723 5611**

[housing@yumbameta.com.au](mailto:housing@yumbameta.com.au)

[yumbameta.com.au](http://yumbameta.com.au)

### **Q STARS**

Qld Statewide Tenant Advice and Referral Service

**1300 744 263**

[qstars.org.au](http://qstars.org.au)

### **Residential Tenancy Authority (QLD)**

**1300 366 311**

[www.rta.qld.gov.au](http://www.rta.qld.gov.au)

### **Ergon**

Electricity Service Faults

**132 296**

### **QCAT**

Queensland Civil & Administrative Tribunal

**1300 753 228**

[www.qcat.qld.gov.au](http://www.qcat.qld.gov.au)

## 8. YML locations

### **Yumba-Meta Limited Head Office**

2/565 Ross River Road Kirwan Townsville

### **Dale Parker Place**

107 Bowen Road Rosslea

### **Reverend Charles Harris Diversionary Centre**

96 Abattoir Road Bohle

### **Ernest & Maud Hoolihan Elders Village**

13 Nightjar Street Deeragun



**YUMBA-META**

Head Office: 2/565 Ross River Road Kirwan Townsville

Postal Address: PO Box 429 AITKENVALE QLD 4814

Telephone: (07) 4723 5611

Fax: (07) 4723 4855

Email: [admin@yumbameta.com.au](mailto:admin@yumbameta.com.au)

Website: [www.yumbameta.com.au](http://www.yumbameta.com.au)