



# Owning a home on Indigenous trust land

*Legislative reforms introduced in 2008 enable eligible people to become home owners on Indigenous land by acquiring a private residential lease.*

*This fact sheet provides answers to questions that community members may ask about private residential leasing.*

## **Am I eligible to become a home owner?**

To become a home owner on Indigenous trust land, you must obtain a 99 year lease for private residential purposes.

A 99 year lease for private residential purposes can be obtained by an Indigenous person, the spouse of an Indigenous person, the former spouse of an Indigenous person, or the spouse of an Indigenous person who is deceased.

## **How do I obtain a private residential lease?**

If you would like to become a home owner on Indigenous trust land, you will need to contact your local shire council to get information about how to apply for a private residential lease.

Your council will also be able to provide you with relevant documents including forms to complete and a copy of the standard terms and conditions of a private residential lease.

In summary, the process to become a home owner is as follows:

1. Lodge an expression of interest to lease a property with the trustee.
2. The trustee will review your expression of interest.
3. If all conditions are met, the trustee will offer you a Conditional Agreement to Lease. This may take some time to prepare. The Conditional Agreement to Lease will specify, among other things, the amount required to be paid for the land and dwelling.
4. You should consider the terms and conditions of the Conditional Agreement to Lease and advise the trustee whether you accept the Agreement. Before accepting, you will need to arrange any finance that may be required.
5. If you accept the Conditional Agreement to Lease and meet any requirements it may contain, the lease can be finalised. You will be required to make a lump sum payment to the trustee for the land and any dwelling on the land.
6. The lease is then registered.

## **Who is the trustee?**

The trustee is the entity that holds the land under the Land Act. The entity may be a land trust, Local Council or the State Government.

If you are unsure who is the trustee contact:

Home Ownership Contact Officer  
Department of Communities (Housing and Homelessness Services)  
PO Box 2556  
Cairns Qld 4870  
Ph: (07) 4046 3017

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**How long does a private residential lease last for?**

A lease for private residential purposes may only be issued for 99 years.

However, a lease may include an option for renewal. The term of a renewed lease must not be longer than the initial term – that is, 99 years.

**Who decides whether I can obtain a private residential lease?**

The trustee will decide whether a private residential lease is granted or not. However, legislation requires that specific conditions must be met before it can do so. Where social housing is on the land, the trustee cannot grant a private residential lease without approval from the Director-General of the Department of Communities.

**How long does it take to obtain a private residential lease?**

The length of time to process an application for a private residential lease will vary. This will depend on things such as the time taken to value the land and dwelling, the time taken by the applicant to obtain finance and make a lump sum payment, and the time taken for any other conditions to be met.

**What does it cost to obtain a long term private residential lease?**

The cost of the lease will depend on the value of the land and dwelling. The value of the land is to be determined by the trustee using the approved methodology. For more information about how the land is valued, the trustee or the [Department of Environment and Resource Management](#).

The value of the dwelling is to be determined by a certified practicing valuer.

The lease will not be granted until a lump sum payment for both the land and dwelling has been paid to the trustee.

**What responsibilities will I have as a home owner?**

Home owners are responsible for making home loan repayments, paying for any repairs and maintenance made to their house, insurance, and any costs that may be charged by their council for providing essential services.

**If I purchase a long term lease, am I able to rent the house to someone else?**

While private residential leases cannot be sub-leased, they can be rented out using a residential tenancy agreement.

**Am I able to lease any dwelling on Indigenous trust land?**

You can lodge an expression of interest for any residential dwelling that is owned by the trustee.

**Do I have to be living in a house to lease it? Can I obtain a private residential lease of a house that is currently occupied by another household?**

An eligible person can express interest in leasing land and dwellings on an Indigenous community. An eligible person is not required to be living in the dwelling - the dwelling may be vacant or occupied by another household.

However, the Department of Communities requires that any households currently living in social housing, who may be required to relocate when a private residential lease is granted, have appropriate alternative accommodation to move to before the lease is approved.

**Can I obtain private residential leases for more than one dwelling?**

An eligible person can acquire more than one long term private residential lease.

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**How do I obtain finance to pay for the lease of land and dwellings?**

Applicants may be able to obtain finance for a private residential lease from Indigenous Business Australia. You can contact Indigenous Business Australia on 1800 107 107.

In the future, other financial institutions may also offer finance products.

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