



Land resumption in Queensland

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Getting a notice of intention to resume your land (“**Notice**”) from a government authority (“**Authority**”) can be a very distressing event for a property owner, particularly if the Notice relates to a family home or business premises. Often, the resumption will only be for a small part of the property and may be just for the purposes of sewerage or electrical infrastructure, or for road widening purposes. If that is the case, then the long term impact may be minimal but the short term disruption to any business conducted on the land could be significant.

Here are 10 things you need to know:

1. **Objecting:** Land can only be resumed for a public purpose - for matters such as transportation, the environment, education and cultural facilities, health, natural resources, recreation, water, primary production, law enforcement, urban planning, sanitation or public works. You will not be able to object to the resumption unless you can show that proper process has not been followed or there is a better proposal that should have been considered.
2. **Possession:** Assuming there are no successful objections, the Authority will proceed with a gazette notice which makes it the owner of the land from the gazettal date. It can then require you to vacate. If the land is not needed immediately, then you might be able to negotiate a later date to vacate. In some cases, the Authority may allow you to keep the land but will take an easement over part of it (for example, if it

wants to put a sewerage pipe underground). If that is the case, then you might be excluded from the land while the works are taking place but will then have use of the land again.

3. **Claiming compensation:** You have 3 years to file a claim for compensation once the gazette notice is published. If there are legitimate reasons why the claim was not lodged on time, then it may be able to be extended (for example, you want to wait until the works are completed so you can assess the impact on your property, particularly if there is a business involved) – but do not bank on it. Your reasonable costs of professional advice (for example, lawyers and valuers) in helping with a claim can be added to your claim.
4. **Compensation offer:** The Authority will have the land valued and make you an offer. If you are not satisfied with it, then you can negotiate for a higher amount. If this fails, then you can go to the Land Court.
5. **Advance against compensation:** Once you have lodged your claim, you can apply to the Authority for an advance against your compensation. The Authority will pay you the amount it says your claim is worth, and you can accept it without compromising your right to the additional compensation you say you are entitled to. Any advance is deducted from the amount that is later agreed or ordered by the Land Court.

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6. **Be prepared to fight:** Do not expect the Authority to be generous in any offers it makes to you: you will have to be prepared to fight for proper compensation. The Authority will make the lowest offer it can justify relying on its own valuation evidence.
7. **Resumption Agreements:** You and the Authority can agree to shorten the process by entering into a Resumption Agreement where you agree to transfer the land to the Authority.
8. **Value of the land:** A valuer will assess your entitlement to compensation based on the market value of the land and fixed improvements such as buildings and infrastructure. You are entitled to be reinstated to a position where you are no better or worse off than you were prior to the resumption.
9. **Other heads of compensation:** Besides the value of the land, you can also claim:
 - (a) for partial resumptions - any loss of value to your remaining land as a result of the resumption;
 - (b) removal and storage costs relating to your relocation;
 - (c) costs to do with the purchase of a replacement dwelling/premises for example, legal fees, stamp duty, and other associated costs;
 - (d) fresh connection fees to services (such as electricity and telephone);
 - (e) loss of profits resulting from the interruption of your business; and
 - (f) any other economic loss and costs you incur because of the resumption.
10. **No premium for grief:** Unlike other States, in Queensland you cannot claim an extra allowance for the grief and anxiety caused by the resumption, even if you have a special attachment to the land.

If you ever get a resumption notice, it is advisable to get legal and valuation advice before agreeing to anything with the Authority. We are well versed in compensation claims and can help you with the process.

For more information, please contact:



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