

**HOUSING & TENANCY MANAGEMENT**

**POLICIES**

Instructions:

This policy is provided as a draft template only and should be carefully reviewed by the ACHP before it is approved and adopted.

**Date Approved:** [date]

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**Record of Policy Review:**

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**Key**

Areas where policies should be regarded as draft as awaiting AHO comment:

**SECTION 1 – HOUSING AND TENANCY POLICY FRAMEWORK**

**Introduction**

The main aim of the Housing and Tenancy Management Policy manual is to ensure The **WADDI HOUSING and Advancement Corp. Ltd (herein referred to as ‘WHAACL’)**:

* Embeds a strong policy foundation and implements good practice measures to ensure fairness and transparency of the management of housing services for its tenants;
* Delivers culturally appropriate and cost effective housing and tenancy management;
* Maintains its housing stock to a high standard through good asset management practices and financial planning for future generations;
* Meets the policy and statutory requirements outlined by the Aboriginal Housing Office (AHO); and
* Maintains the Provider and Assessment Registration (PARS) approved housing status with the AHO.

**Good Governance Practices**

To maintain a high standard of delivery of its housing and tenancy management policies and ensure the long term financial viability the **‘WHAACL’** has implemented a number of key good governance practices and strategies.

(Remove if not required)

In relation to housing matters, under ALRA section 62 (c1) LALC Board function is

* without limiting paragraph (a), to enter into [short-term residential tenancy agreements](http://www.austlii.edu.au/au/legis/nsw/consol_act/alra1983201/s4.html) in relation to [land](http://www.austlii.edu.au/au/legis/nsw/consol_act/alra1983201/s4.html) [vested](http://www.austlii.edu.au/au/legis/nsw/consol_act/alra1983201/s40.html) in the Council and to manage or terminate such [agreements](http://www.austlii.edu.au/au/legis/nsw/consol_act/alra1983201/s40.html),

The Board has the following responsibilities:

* Approve the current housing waiting list
* Approve succession tenancy and mutual exchange application
* Approve notice of termination of tenants
* Address applicants and/or tenants appeals and complaint requests
* Delegate day to day property management issues to the Chief Executive Officer (CEO) or Property Manager.
* Conduct annual reviews of contractors, tenant feedback, complaints/appeals and support services

The Board will undertake annual evaluation of its tenancy feedback, support services, applicant and tenancy complaints, contractors and managing agents, to continually review its housing operations, improve practice and focus on positive outcomes for Aboriginal people. The Board will provide a report of these evaluations within its annual report.

**Working with a Managing Agent**

If **‘WHAACL’** considers utilising the services of a managing agent (i.e. local Real Estate agent) the following selection criteria must be meet;

* is sensitive to cultural issues;
* has demonstrated capacity to work with Aboriginal people in the local area;
* understands the difference between providing social housing and housing for profit;
* understands Aboriginal people’s experiences in the mainstream housing market;
* can offer value for money;
* is willing to employ an Aboriginal trainee for the life of the tenancy management agreement (optional);
* is willing for all staff to undertake cultural awareness training;
* understands and acknowledges the roles and responsibilities between the **‘WHAACL’** and managing agent;
* provides appropriate reporting on rental and repairs and maintenance for the Board; and
* agrees to the conditions of the management agreement and review on a regular basis.

**SECTION 2 - ACCESS TO HOUSING**

**Applying for housing**

**‘WHAACL’** has sound and unbiased policies and procedures that will ensure that housing is allocated in a fair, equitable and consistent process for eligible applicants.

Should there be a dispute regarding the allocation process, the provider may lodge an appeal in accordance with Section Six: Appeals and Complaints of this Policy.

Applications must be received at the office, in person, mail, fax or email. The housing application will be signed and date stamped on receipt. This will form the priority date for the applicant. *Refer to Appendix A for a copy of the Housing Application Form.*

All housing applications will be assessed by the CEO/Property Manager. Once the CEO/Property Manager deems that it is necessary to review the application to be considered on the Housing Register, the applicant will be required to produce:

* Proof of identity (licence, passport, birth certificate)
* Proof of income (current payslips, last group certificate or Centrelink income and asset statement)
* Current rent receipt (if renting a property at the time of application); and
* Where applicable – references from work and previous places of residence

|  |
| --- |
| ***NOTE:*** *Applicants who* ***DO NOT*** *supply income statements and all relevant information requested will be removed from the Housing Register List.*  |

The CEO/Property Manager will be required to send an acknowledge of the application to the applicant in writing within seven (7) days of receipt.

The applicant will be informed within seven (7) days of a decision by the CEO/Property Manager.

All housing application details are to be kept on an individual applicant file. This information will be transferred onto a tenant file when the applicant is allocated a property.

If an application is declined, that applicant’s details will be kept on file for seven (7) years. Applicants have the right to appeal the decision regarding their application. Refer to Section Six: Appeals and Complaints.

**Eligibility**

The Board will review the eligibility of the proposed applicant.

To be considered eligible applicants must meet the following criteria.

* Aboriginal or Torres Strait Islander Confirmation
* Current housing status
* Income eligibility criteria
* Age requirements
* **Aboriginal or Torres Strait Islander Confirmation**

It is a requirement that the applicant complete the AHO Confirmation Form as part of the Housing Application. If the Confirmation form cannot be completed then the applicant should contact the Aboriginal Housing Information Service (AHIS) on 1800 727 555. *Refer to Appendix (#) Confirmation of Aboriginality form*

The confirmation of Aboriginal people can **only** be confirmed by Aboriginal Organisations or people. If required the confirmation of Torres Strait Islander people can **only** be confirmed by Torres Strait Islander Organisations or people.

* **Current Housing Status**

Applicants who are current tenants of another social housing provider and are adequately housed in permanent accommodation **are ineligible to apply for housing under the HACP.** The ineligibility applies to the spouse and partners and their dependants (children or minors in their custody) of applicants/tenants deemed adequately housed.

Family members who are deemed independent of the tenant by the **‘WHAACL’**, must be at least 16 years of age, are a second family in residence, and require independent housing **are eligible** to lodge their own applications for housing under the HACP. The reasons for independent accommodation should be **clearly stated** on their housing application form.

Applicants who believe that their accommodation is inadequate or inappropriate may be considered under the HACP only if they can demonstrate that all reasonable steps to alleviate the problems have been exhausted. For example, if the applicant is in a FACS Housing Services AHO or other social housing organisation dwelling, evidence must be provided that they have applied, and have been approved, for rehousing and that no suitable housing is available.

Applicants must provide a letter from FACS Housing Services or another social housing provider which explains how many offers of accommodation have been made to the applicant, if any, and the reason for the applicant’s rejection of any offers. The reasons might include cultural, family responsibilities, kinship ties or medical grounds.

As a rule, applicants or household members who **own** or are buying their own home are **ineligible** for housing under the HACP. However, if the applicant is not able to live in their current accommodation for reasons such as family breakdown, and the monetary value of the dwelling cannot be obtained as a direct result, the applicant may be considered for housing under HACP.

For example, if a relationship has broken down and “partner 1” remains in the house with the children of the relationship and “partner 2” cannot reside in the dwelling, then “partner 2” **may be** considered for housing under HACP on application.

*NB: The above will be assessed on a case by case basis if the applicant is not able to live in their current accommodation for reasons such as family breakdown and where the monetary value of the dwelling cannot be realised as a result, the applicant may be considered.*

Applicants who are found to have been housed previously and left with a ‘debt’ or ‘arrears’ of any sort with **‘WHAACL’** or other social housing provider, will remain ineligible to be housed until the social housing providers’ policy regarding former debt and/or arrears has been adhered to such as making repayments of any former debts/arrears to the social housing provider or the debt or arrears is completely repaid.

|  |
| --- |
| ***NOTE – No Exceptions****Applicants who* ***deliberately and/or knowingly*** *make or provide any misleading information will be removed from the Housing Register list* |

* **Income Eligibility Criteria**

Applicants for housing under the HACP must meet income eligibility criteria. The income eligibility is assessed on the total current weekly household income. The weekly household income must include the gross income of all income earning/income receiving house members being housed with the applicant.

Household income is the total gross income (i.e. before tax) of all household members receiving income including:

• Wages

• Pensions and allowances

• Interest & income on investments.

* **Age Requirements**

Generally, applicants must be over 18 years of age to be considered for housing. The **‘WHAACL’** recognises that applicants under 18 years old may also have a housing need and may consider minors for housing if the minimum requirements are addressed.

**Housing Minors**

An applicant under 18 years of age (but not younger than 16 years old) will be considered for housing **ONLY** if:

* the minor meets all the eligibility criteria; and
* has independent income; and
* the housing need cannot be bet by other housing assistance programs; and
* the minor is a main care-giver of a child or sibling or
* the minor has a disability or serious medical condition.

As a precaution, the **‘WHAACL’** must ensure that an independent representative/advocate be engaged to explain the full contents of the Residential Tenancy Agreement. The representative/advocate must explain the agreement to the minor and certify that they understand their obligations of the Residential Tenancy Agreement and that the rent is not excessive or above market rent. A minor should not sign the Residential Tenancy Agreement until it is explained to him/her.

**Seasonal Employment**

Applicants who undertake seasonal or temporary/limited employment during the year, and may appear to be ineligible on the income eligibility scale, should provide additional supporting documentation to determine the average weekly earnings over a 52 week period.

**For example:**

If an applicant has seasonal work for 12 weeks per year at $1500 per fortnight and the Centrelink payments paid for the remaining 40 weeks are at $519.20 per fortnight, the calculation is as follows:

$1500 per fortnight @ 12 weeks = $9,000

$519.20 per fortnight @ 40 weeks =$10,384

**Total yearly gross income = $19,384**

**Total yearly gross income eligibility limit = $29,900.**

The applicant is therefore within the income eligibility limit amount.

**Extenuating Circumstances**

If **‘WHAACL’** requests to allocate an HACP dwelling to an applicant who does not meet the income eligibility criteria, a precise written submission on the extenuating circumstances of the applicant must be forwarded to the AHO Regional Office.

Extenuating circumstances can include cases where applicants:

* are living in overcrowded or sub-standard accommodation;
* are homeless and they have made every attempt to secure or maintain appropriate housing;
* have serious health problems or a disability which is affected by their current accommodation;
* are subjected to or a victim of violence or serious harassment where they currently live;
* do not have access to other forms of housing (remote communities do not apply).

Upon completion of assessment of the Extenuating Circumstances Submission, the AHO Regional Office staff will make a recommendation to the AHO Director of Housing Services who is the designated Delegate to approve Extenuating Circumstances’ requests.

**Approved Extenuating Circumstance Tenants**

In recognition of the tenant income levels that enable the tenant to pay additional rent, the rent levels for tenants approved under the extenuating circumstances policy must be set at a higher rent level than tenants which fall within the income limits.

The cost rent model6 **cannot** apply to applicants approved under extenuating circumstances. Anyone approved under extenuating circumstances must have rent levels set at the **income base rent formulae**. The income base rent rate payable is 25% of gross household income in the first year and 30% of the gross household income on each year thereafter. The income based rent level is **mandatory** for applicants approved under Extenuating Circumstances. **Please note** that Income based rents should not exceed the market rent.

**Allocation Procedures**

The **‘WHAACL’** will ensure that it maintains a transparent allocation process that is fair, just and equitable. The CEO/Property Manager will maintain the Housing Register to ensure it’s updated, accurate and in date order. The Housing Register will also include applications information relating to High Priority Needs.

**Housing Register**

The **‘WHAACL’** will maintain a register of applicants to be housed. The Housing Register should include all applicant details in date order as listed below:

* The date of the application;
* Household complement/members;
* The dates of birth of applicants and all household members;
* Age and sex of all household members;
* Bedroom category;
* Any special needs or cultural requirement which directly affects the design of the house – e.g. modifications as a result of special needs;
* Any medical conditions - these should include what kind of medical condition, and whether it is long term or short term;
* Location requirements;
* Combined Gross weekly total household income for all income earning/ receiving house members (proof of income such as current payslips, group certificates or Centrelink income and asset statement must be provided. If **no** Centrelink payments are received then a letter from Centrelink must state nil payments);
* Rental history to be provided for all applicants (if applicable)
* Current housing circumstances including the owner of their current residence and the reason for their housing need. (A current rent receipt needs to be provided.)

**Housing Register Review**

 The housing register will be prioritised in date order and include the following information:

* Date of application;
* Name of applicant and household members;
* Date of birth, age and sex of applicant and household members
* Bedroom category
* Location requirements (if available)
* Combined gross weekly total household income
* Rental history to be provided (if applicable)
* Current housing circumstances
* Board Approval date

The register must not change in order but new applicants will be added to the end of the list. The register may be reduced in situations when applicants:

* Are no longer requiring housing assistance;
* Have been adequately housed;
* Have requested (in writing) to be removed; and/or
* Have passed away (children of the deceased applicant have the option to take the place of their parent on the housing register)
* **Carers and other non-related members to the deceased are not eligible for tenancy continuation**

The applicant will be forwarded an application form every six (6) months to the last provided address. If no updated application is received within 21 days of the date of the letter the applicant will be deemed as no longer requiring housing and removed from the register.

The Housing Register will be reviewed every six (6) months by the Board and approved at a Board meeting. The changes to the Housing Register and Proposed High Priority Need Applicants must be endorsed at a legally constituted meeting.

**High Priority Needs**

Through the application profile assessment process, the **‘WHAACL’** may identify applicants with high priority needs which may be a range of circumstances that could place the applicant (or family unit) at an increased risk of harm or adversity. High priority needs could include circumstances such as family violence or serious health problems that may escalate without urgent suitable housing. Any request must be substantiated with written supporting documentation.

**Acceptable Documentation for High Priority Needs**

A applicant who is to be considered for High Priority Needs accommodation must provide one or more of the following documents:

* Police reports
* Current Apprehended Violence Order (protecting the applicant)
* Report or letter from a specialist, health care worker such as a community nurse, occupational therapist or physiotherapist, a psychiatrist or mental health worker, support organisation such as Home care, aged care assessment team
* Reports/ letters from an advocate, social worker or community support agency such as an Aboriginal Community Controlled organisation, a refuge, or Community Centre.

**Allocation**

Where a property becomes available the Board will:

* Ensure that preference is given to the next suitable applicant as per the Housing Register; and
* Confirm that the house in question suits the needs of the applicant

Once approved, the property will be offered to the applicant at the top of the relevant list.

* Applicants will be notified of an offer in writing. If a response is not received within 14 days of the offer, the applicant is deemed to have refused the offer.
* Applicants will have only one (1) offer. Applicants who refuse an offer will need to put the reason in writing. They will be taken off the list, unless the property is unsuitable due to disability or health reasons. This must be supported by specialist medical documentation.
* If an applicant has a previous debt for non-payment of rent or damages they may not be considered for future housing or maybe required to enter into special conditions under the Residential Tenancy Agreement

**Suitable/appropriate Housing Type**

As part of the allocation process **‘WHAACL’** will ensure that the applicants are matched to dwellings that are appropriate to their needs and where possible, their preferences. **‘WHAACL’** will carefully consider the individual characteristics of applicants, their needs and preferences to the type of particular dwellings in matching the housing needs for a successful allocation.

**‘WHAACL’** will allocate dwellings that are appropriate to the household size. This means that households will not be allocated dwellings where more than one (1) extra or spare bedroom is unoccupied. In circumstances where there is unavailability of suitable/ required properties available, the applicant may be allocated a larger dwelling. This exception would require documentation to support such claims.

To ensure that availability is maximised, **‘WHAACL’** will only make {X offers} to each applicant before their application is placed at the bottom of the waiting list.

The following table outlines the bedroom category

|  |  |
| --- | --- |
| Couples | 1 room |
| 1 or 2 Adults + single adult or dependant over 13 years | 2 rooms |
| 1 or 2 Adults + 2 children of the same sex under 13 years | 2 rooms |
| 1 or 2 Adults + 2 children of the opposite sex if both under 7 years  | 2 rooms |
| 1 or 2 Adults + 2 children of the opposite sex if both over 7 years | 3 rooms |

The CEO/Property Manager will recommend to the Board applicant/s from the Housing Register or High Priority Need Register that are eligible under the bedroom category and in relation to the relevant waiting list.

**Confidentiality**

Employees and/or Board members must not use confidential information gained as part of their duties and insure their knowledge, skills and competencies suffice to discharge their responsibilities.

All applicants will be treated with the strictest of confidence and the organisation will adhere to the *Privacy and Personal Information and Protection Act 1998 (NSW)*

Particular care is required when discussing or dealing with any matters that the Board has resolved. All employees and Board members must ensure to adhere to the Code of Conduct, Conflict of Interest and Confidentiality policies of the organisations.

*Refer to Board Code of Conduct, Code of Conduct for Staff, Volunteers, Contractors, Conflict of Interest and Board Confidentiality policies*

**SECTION THREE - TENANCY MANAGEMENT**

**Tenancy agreement**

At the commencement of the tenancy the following will be issued by **‘WHAACL’** to the tenant:

* Completed and signed Residential Tenancy Agreement. Two (2) original versions are completed during the lease sign up with the Tenant receiving one (1) version and **‘WHAACL’** retaining one (1) version.
* Two (2) copies of the Condition Report. One (1) copy is to be returned to the CEO/Property Manager within 7 days once the tenant has completed the tenant section.
* Two (2) Set of Keys.
* Rent / Deposit Book if applicable.
* Direct Debit payment details if applicable.
* Copy of the New Tenant Checklist published by NSW Fair Trading
* Name of ACHP Housing and Tenancy Handbook including Complaints and Appeals procedures & Repairs & Maintenance procedures and tradespeople contacts
* Housing Guidelines letter *Refer to Appendix D Housing Guidelines Letter*

The CEO/Property Manager must create a tenant file containing the following documents:

* Residential Tenancy Agreement;
* Signed photocopy of keys handed to tenant;
* Signed copy of condition Report. (Tenant is then required to return one (1) of their copies to the Housing Officer within 7 days).

**Rental bond**

A bond equal to four (4) weeks rent may be payable by new tenants. It is not mandatory for a rental bond to be set or charged. If a rental bond is charged, this will be lodged with the Rental Bond Board in accordance with the *Residential Tenancy Act 2010.*

There are a few options regarding payment of Bond, such as;

* The full four (4) weeks to be paid at the commencement of the tenancy
* 3 monthly instalments

**Water Charges**

The Residential Tenancies Act 2010 (s139) makes provision for water charges payable by tenancies covered under a social housing tenancy agreement in Part 7 of the Act. Calculating the charge for water is based on:

* the actual water usage for separate metered dwellings, or
* a method to be developed by the provider to apportion the costs in shared meter properties.

The **‘WHAACL’** can only pass on water charges to its tenants if it has installed water efficiency measures. These include:

* all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute;
* all showerheads have a maximum flow rate of 9 litres per minute;
* there are no leaking taps at the commencement of the lease agreement or when the water efficiency measures are installed, whichever is the later.

**Tenants responsibilities**

List can be adapted to suit organisations tenants’ responsibilities. Some examples could include:

Tenants’ responsibilities include:

* Adhere to the rental payment as per the Residential Tenancy Agreement and maintain rent to be two (2) weeks in advance at all times
* Tenants must pay water usage if appropriate water efficiency measures have been installed to the property. Failure to pay water usage will be included into any rental arrears amounts owed and maybe subject to NCAT proceedings
* Not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose
* Not to cause or permit a nuisance
* Not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours
* Not to intentionally or negligently cause or permit any damage to the residential premises
* Not to cause or permit more people to reside in the residential premises than is permitted by the residential tenancy agreement
* To keep the residential premises reasonably clean
* To notify **‘WHAACL’** as soon as practicable of any damage to the residential premises
* To notify **‘WHAACL’** for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant’s consent and the act or omission would be in breach of the lease agreement if done or omitted by the tenant
* To replace light globes and batteries for smoke detectors on the residential premises. Smoke detectors must be done every year.
* Understanding that **‘WHAACL’** or any person authorised in writing by **‘WHAACL’** may enter the residential premises:
* in an emergency (including entry for the purpose of carrying out urgent repairs);
* if the NSW Civil and Administrative Tribunal so orders;
* if there is good reason for the landlord to believe the premises are abandoned;
* if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry;
* to inspect the premises, if the tenant is given at least seven (7) days written notice (no more than 4 inspections are allowed in any period of 12 months);
* to carry out, or assess the need for, necessary repairs, and/or work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least two (2) days’ notice each time;
* to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the lease agreement);
* to value to property, if the tenant is given seven (7) days’ notice (not more than one valuation is allowed in ay period of 12 months) if the tenant agrees.
* Not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless **‘WHAACL’** agrees
* To give **‘WHAACL’** a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change
* Not to install any fixture or renovate, alter or add to the residential premises without **‘WHAACL’** written permission
* Not to remove, without **‘WHAACL’** permission, any fixture attached by the tenant that was paid for by **‘WHAACL’** or for which **‘WHAACL’** gave the tenant a benefit equivalent to the cost of the fixture
* To notify **‘WHAACL’** of any damage caused by removing any fixture attached by the tenant
* To repair any damage caused by removing the fixture or compensate **‘WHAACL’** for the reasonable cost of the repair.
* Outstanding accounts incurred by tenants(e.g. rental arrears, property damages, removal of furniture and rubbish) **MUST** be paid in full before vacating the leased premises
* When vacating the premises, to:
* remove all the tenant’s goods from the residential premises
* to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy
* to leave the residential premises reasonably clean, having regard to the condition at the commencement of the tenancy
* to remove or arrange for the removal of all rubbish from the residential premises
* to make sure that all light fittings on the premises have working globes
* to return to **‘WHAACL’** all keys, and other opening devices or similar devices, provided by **‘WHAACL’**

Refer to Appendix E for the *NSW Civil Administrative Tribunal (NCAT) Information and Checklist.*

**Starting a Tenancy**

The applicant will be contacted in writing and made a formal offer of the available property.

The successful applicant will be requested to view the property.

If the applicant accepts the property, the following will be discussed:

* The date when the tenancy is to start
* The weekly rent payable
* The total amount including 2 weeks rent in advance and bond, to be paid on the day of signing the lease. (Depending on negotiations with payment of bond).

If the applicant accepts the property then action is to start to commence their tenancy.

If the applicant declines the property:

* Their reasons are to be in writing and will be considered by the Board.
* A decision will be made whether the reasons are valid and accepted and if the offer of another property will be made.
* **‘WHAACL’** will make {X offers} to each applicant before their application is placed at the bottom of the waiting list.
* The Board will advise the applicant in writing of the decision within seven (7) days.
* The applicant will be informed of their right to appeal the decision. Refer to Section 6: Appeals and Complaints.

**Absence from Dwellings and Abandonment of Premises**

A dwelling may be considered to be abandoned if the tenant (who has signed the Tenancy Agreement) has not been living in the dwelling for more than eight (8) weeks without approval. Any absences greater than six (6) weeks should be approved prior to the absence. If the tenant is away without approval, **‘WHAACL’** may terminate the tenancy or decide not to offer a further tenancy if the tenant is a on a fixed term Tenancy Agreement on the expiry of the fixed term lease. As **‘WHAACL’** dwellings are limited, this policy is to ensure that other people that are waiting to be housed also have the opportunity to rent a dwelling.

Tenants may apply to be away from their dwelling and return to it later. Absences of up to twelve (12) weeks may be approved, provided there is a valid reason for the absence and arrangements have been made for rent and the care of the dwelling.

Acceptable absences include:

* Caring for sick or frail family members;
* Sorry business;
* Hospitalisation, institutional care, nursing home care or rehabilitation;
* Escaping domestic violence, harassment or threats of violence;
* Holidays;
* Employment, education and training.

Repeated absences relating to holidays and employment/training should not be approved. Absences of more than twelve (12) months in total over a five-year period should not be approved.

During the absence, the tenant is responsible for the tenancy agreement regardless of any informal arrangements made. Any breaches of the Tenancy Agreement may result in Tribunal Action.

**Examples of Breaches:**

* Sub-letting the property;
* Not informing **‘WHAACL’** of any changes in household composition, number of people living in the property.

**Other Absences (extended)**

Other absences could be approved in special circumstances. The tenant could apply for an extended absence for circumstances relating to medical conditions or returning to their homeland and dealing with “sorry business”.

**Abandoned Premises**

If the residential premises appear to have been abandoned by the tenant, **‘WHAACL’** may apply to the NSW Civil and Administrative Tribunal (NCAT) for an Order to have the premises declared abandoned. Once such an Order is given, the premises are considered abandoned from the date specified on the Order.

**‘WHAACL’** or its authorised agent must present evidence to the Tribunal to support their claim that the premises have been abandoned. This may include statements from witnesses, notices of disconnection of electricity, telephone or gas, empty premises.

Indicators of abandonment of premises:

* Inactivity in the rent account, non-payment of rent for a period of six (6) weeks and no response to a series of attempts to contact tenant
* A tenant not living at the premises / or residing at a separate property (whether connected to the **‘WHAACL’** or otherwise)
* The premises appear abandoned
* Uncollected Mail
* Overgrown grounds

If it is believed that the premises are abandoned, action in the NCAT will be initiated to:

* Terminate the tenancy and obtain immediate possession.
* Rental arrears/debt recovery action will then be initiated.

A tenant who abandons a residential premises is liable to pay compensation to **‘WHAACL’** for any loss (e.g. loss of rent) caused by the abandonment. **‘WHAACL’** should take all reasonable steps to minimise any loss. If steps are not taken by **‘WHAACL’** to avoid the loss, compensation for that loss may not be recoverable.

**Uncollected goods**

**‘WHAACL’** may remove goods from a residential premise and store them in a safe place pending disposal or collection of the goods in accordance with the *Residential Tenancy Act 2010.*

**Perishable Goods**

Perishable goods can be removed **immediately** if **‘WHAACL’** reasonably believes that they are perishable goods. This can occur after vacant possession of the premises or the premises is deemed abandoned *(Section 128)*

**Disposal of Non-Perishable Goods (other than personal documents)**

**‘WHAACL’** may dispose of goods (other than personal documents) in accordance with the *Residential Tenancy Act 2010* (section 130). If a former tenant fails to collect or make arrangements to collect goods within 14 days of a notice disposal been given or a further period that may be agreed. Then **‘WHAACL’** may sell goods or dispose of goods in a lawful manner. **‘WHAACL’** must keep records of all goods disposed of in accordance with the *Residential Tenancy Act 2010* (section 130).

If **‘WHAACL’** sells goods under this section must, if requested to do so by the former tenant or other person entitled to possession of the goods, pay the sale proceeds to the former tenant or other person. **‘WHAACL’** may deduct from the proceeds an occupation fee calculated in accordance with section 132 and the reasonable costs of the sale.

**Ending a tenancy**

Under section (#) of the Residential Tenancy Act 2010 there are clear guidelines on the procedures for ending a tenancy.

While some tenancies will be ended due to relocation, house size or suitability, the main aim of the **‘WHAACL’** is to ensure that it minimizes the need provide tenants with notices of terminations through it’s early invention measures. The **‘WHAACL’** will to provide as much opportunity for the tenant to rectify any issue that may result in receiving termination notices.

**Notice of termination**

A tenancy will usually be terminated by either **‘WHAACL’** or the tenant giving notice to the other party. However, in certain circumstances the Tribunal may be required to make orders to terminate a tenancy.

A notice of termination must:

* be in writing
* state the address of the premises
* be signed and dated
* allow the required period of time
* 14 days if the tenant is 14 days or more behind with the rent or has committed some other breach of the tenancy agreement
* 30 days if the fixed term of the agreement is due to end
* 90 days if the fixed term period has expired and no new agreement has been signed
* give the date on which the tenant intends to, or is requested to, move out (i.e. do not use words such as ‘by’ or ‘on or before’ in the notice)
* give full details of all breaches (if any) or reasons for ending the agreement
* and if given to a tenant, include a statement that information about their rights and obligations can be found in the tenancy agreement.

The notice can be posted or given personally. A notice **cannot** be stuck to or put under a door. If the notice is sent by post at least four (4) working days (not including the day the notice was sent) should be **added** to the amount of notice, to allow time for the notice to be delivered. The notice period is counted from the day after the notice is served.

The following rules will apply for termination of tenancy agreements;

* A final inspection will be completed with the tenant present within 24 hours of the tenant vacating
* Any tenant damage will be documented and a compliance order will be given within 30 days of doing the inspection. This will enable the costs to be recouped. Any rent arrears/debt recovery action will be initiated immediately.
* All paperwork relating to ending the tenancy will be placed on the tenant file and the tenant file closed.
* Former tenant files will be kept in the office for a minimum of seven (7) years.

**Vacant housing**

A property may become vacant due to the following reasons:

* Current tenant moves out;
* Housing is not suitable to next approved applicant on the waiting list;
* Housing is not accepted by next approved applicant;
* Unable to house due to no available approved applicants on the waiting list.

The **‘WHAACL’** will endeavour to minimise the turnaround time for vacant properties to no more than 30 days.

In the event that a property cannot be tenanted from suitable and eligible applicants on the waiting list, the **‘WHAACL’** will offer the property to the next available applicant not eligible and charge property rent.

**Exchanging of housing between tenants**

Mutual exchange is a voluntary process and can only occur between tenants of **‘WHAACL’**

Tenant’s wishing to swap must complete a Mutual Exchange Form with the party they wish to exchange with.

All costs of relocating will be the responsibility of the tenants.

The Board will process the application and place it on a register, **BUT** the Board must approve the swap.

Acknowledgement of being placed on the register will be sent in writing to the applicants within 14 days of receiving the application.

The criteria to be entered in the register are;

* Both tenants must agree to pay the set rent for the property they transfer to
* Both tenants meet the funding guidelines of the property they want to move in to
* The properties are both in reasonable condition
* Tenants will not be over or under occupying the house they have applied to move into and the house matches the tenants needs

Entry on the register **does not** give the tenant authority to move into the property. The transfer will not actually occur until;

* Both tenants rents are up to date (the tenants will be given an opportunity to bring their rents up to date prior to the swap)
* Utility accounts, e.g. water (which are the responsibility of the outgoing tenants) have been finalised and/or transferred
* Any tenant damage identified has been repaired. It will be the responsibility of the outgoing tenant to arrange and pay for the work
* Any other repairs (e.g. due to fair wear and tear) have been organised by the property officer *(See Repairs and Maintenance Policy)*
* The Board have signed off on all approved repairs to both properties
* Condition Reports have been completed for ending the old tenancy and beginning a new tenancy
* New Residential Tenancy Agreements have been completed for both properties

**Squatters (unauthorised occupants)**

The tenant is to be the legal occupant of the premises at all times.

If an unauthorised occupant (squatter) refuses to vacate a property the Board will:

* Access if the squatter is eligible for housing and request for a housing application to be completed.
* Consider the application for housing;
* Provide a Residential Tenancy Agreement

**Succession of tenancy**

Any requests for succession of tenancy must be put in writing to the Board.

A Succession of Tenancy Request Form (*see Appendix F*) will be provided to the resident to complete and then returned to the property officer as soon as possible.

The following rules apply:

**The tenant passes away and...**

**Situation Succession to...**

|  |  |
| --- | --- |
| Residing Aboriginal spouse | Succession to spouse |
| Residing non-Aboriginal spouse, no children residing | Decision for Board – based on community acceptance of non- Aboriginal spouse  |
| Residing non-Aboriginal spouse, Aboriginal children residing  | Succession to be negotiated between Board, and family |
| Aboriginal children only residing | Succession to be negotiated between Board, and guardian of children |

**The tenant leaves due to family breakdown and...**

|  |  |
| --- | --- |
| Residing Aboriginal spouse | Succession to spouse |
| Residing non-Aboriginal spouse, no children residing | Board to apply to tribunal for vacant possession (90 days’ notice to vacate) |
| Residing non-Aboriginal spouse, Aboriginal kids residing | Succession to be negotiated between Board, and family |

All other circumstances not dealt with in this policy will be negotiated and determined by the Board.

In the event of death of a tenant, the rental account will be finalised and any credits will be forwarded to the nominated immediate family member. Any outstanding debts owing will be paid out of the Bond.

**Tenant participation and satisfaction**

The **‘WHAACL’** is committed to ensuring that it maintains a high level of quality service that meets the tenant’s satisfaction and expectations. To do this, it needs the involvement and participation of its tenants to improve our housing service, increase tenant satisfaction, increase tenant’s sense of belonging and ownership and increase **‘WHAACL’** accountability.

The **‘WHAACL’** welcomes and encourages tenants to provide input into the development or review of policies and delivery of service that affect the overall management of housing. Providing this input will help to maintain and improve **‘WHAACL’** service delivery and provide valuable feedback for the Board to reflect in the planning processes.

To enable tenants to be actively involved and participate and provide feedback the following avenues are available:

* Information
* Tenant evaluation surveys
* One on one discussions
* Tenant forums
* Tenancy Advisory Group *(remove it not applicable)*

**Information**

As a means to keep tenants up to date housing and tenancy management issues the **‘WHAACL’** will send a newsletter/flyer every (month, bi monthly, quarter).

**Tenant Evaluation Surveys**

The **‘WHAACL’** will conduct a survey every 12 months of its tenants. The survey can be either completed (online, paper, face to face, anonymous). The results of the survey will be published in the **‘WHAACL’** annual report. The Board will also be responsible for reviewing the results and taking any necessary action in reviewing relevant policies or contractors.

Refer to Appendix (#) Tenant Evaluation Survey template

**Tenant Forums**

**‘WHAACL’** will conduct every (month, bi monthly, quarter) an informal tenant (workshop, BBQ, meeting) as a means of providing information to tenants about new initiatives, policy and programs, maintenance updates and enable tenants to discuss any issues or concerns they may have about their housing needs or provide feedback to assist **‘WHAACL’** in improving its housing service delivery.

Information obtained from these workshops will be provided to the Board for review and actioned every (3 months, 6 months, annually). This information can influence policy reviews, contractor reviews, asset planning reviews and other service delivery needs.

**Participating in the wider community - sustaining tenancies**

As a community organisation, the **‘WHAACL’** understands the importance of have good working relationship with government and community organisations to address the extra support needs of our community. Having these relationships ensure that **‘WHAACL’** have adequate and accessible arrangements to ensure those tenants who require additional support needs receive the assistance to maintain their tenancies.

To support tenants the **‘WHAACL’** has established a number of local and regional partnerships and meets on a regular basis with the following organisations:

(List all Aboriginal organisations eg government, local community groups, Legal services, TAAS, etc)

A Contact List of these organisations is available for tenants and provided at the time of their tenancy or a tenant may contact the **‘WHAACL’** and be given a general referral for assistance if required.

All partnerships are based on an informal arrangement. The **‘WHAACL’** actively participates in regular meetings and workshops with these support services to improve the coordination of services delivered to the community.

If a tenant requires a referral to one or more of these services, the CEO/Property Manager will make the initial contact on behalf of the tenant. Referrals to these organisations will not be undertaken without the consent of the tenant.

The **‘WHAACL’** is about sustaining its tenancies. This can only be achieved through early intervention before a situation becomes out of hand. Tenants are encouraged to contact the CEO/Property Manager as soon as possible if they believe that they need support assistance.

The CEO will monitor on a 6 monthly basis the adequacy of the support arrangements and report back to the Board.

Tenants will provide a review of the adequacy of the support arrangements through the Tenant Evaluation Survey. This will be undertaken annually and reviewed by the Board. The results will be provided within the annual report.

The Board will on an annual basis, review feedback from tenant surveys and review all working partnerships with its support service organisations to ensure they are providing a benefit to the **‘WHAACL’** in sustaining its tenancies. This will be documented within the strategic plan/Community Land and Business Plan *(remove which is not applicable)*

**Building relationships & working in the community**

The **‘WHAACL’** proactively participates in organised events at local, regional and state levels to not only promote the benefits but build the profile and image of the organisation to both the Aboriginal and wider community and businesses.

These events are documented within the strategic plan/Community Land and Business Plan (remove which is not applicable) and reported on a (monthly, bi monthly, quarterly) basis and are listed below.

(Include details)

 Other examples of promotion include:

* Hosting local Elders/leader forums
* Member of the NSW Federation of Housing
* Partner with mainstream providers to host events ie Reconciliation week, NAIDOC week etc
* Attending meetings with mainstream providers to share knowledge and information
* Offer support to local communities to use organisations facilities ie rooms etc

**SECTION FOUR - RENTAL MANAGEMENT**

**Rent assessment and setting**

Rent setting has been calculated on the following cost setting which includes:

* Annual land rates
* Annual water rates
* Annual building insurance
* Day to day repairs and maintenance (0.5% total replacement value)
* Cyclical/planned maintenance (1% total replacement value)
* Management fee/internal costs

**Example**

Based on a dwelling with a replacement value of $285,000 the cost of rent for the property would be $158.00

Annual Land Rates $1,300

Annual Building Insurance $ 750

Day to Day Repairs and Maintenance $1,425

Cyclical Maintenance $4,275

Management Fee $ 450

 Subtotal $8,200 divided by 52 weeks = $157.69

To ensure that **‘WHAACL’** is compliant with the AHO Build and Grow Rent Policy, it must ensure rents are above the household rent threshold.

All rents will be revised every 12 months to ensure **‘WHAACL’** remains within this guideline and cover any increase in costs associated and inflation.

**Household Rent**

The household rent is determined by family type. The weekly household rents are aligned to the upper threshold rent assistance amounts published by Centrelink. Tenants will pay household rent which is determined by family type (see below).

Household rent – calculations by family type

|  |  |
| --- | --- |
| **Family Type** | **Weekly Household Rent**\* |
| Single | $141.67 |
| Single 1 – 2 children | $174.23 |
| Single 3+ children | $187.21 |
| Couple | $172.10 |
| Couple 1 – 2 children | $210.00 |
| Couple 3+ children | $222.98 |

\*Valid from 21 September 2014 to 20 March 2015

**Commonwealth Rent Assistance (“CRA”) for eligible tenants**

The **‘WHAACL’** recommends any tenant who is eligible for CRA to apply to Centrelink.

The table below details the weekly household rent and estimates the amount of CRA and then shows the amount a tenant would be paying out of their own pocket.

|  |  |  |  |
| --- | --- | --- | --- |
| **Family Type** | **Weekly Household Rent\*** | **Estimated weekly CRA\*** | **Estimated out of pocket amount\*** |
| Single | $141.67 | $63.80 | $77.87 |
| Single 1 – 2 children | $174.23 | $74.76 | $99.47 |
| Single 3+ children | $187.21 | $84.49 | $102.72 |
| Couple | $172.10 | $60.00 | $112.10 |
| Couple 1 – 2 children | $210.00 | $74.76 | $135.24 |
| Couple 3+ children | $222.98 | $84.49 | $138.48 |

\*Valid from 21 September 2014 to 20 March 2015

**Rent collecting**

Rent is collected from tenants to ensure that **‘WHAACL’** houses can be properly managed and repaired and that the costs of rates, insurances and services are met.

Tenants have the following rent payment options:

* Cash at the office;
* Direct debit to the nominated bank account
* Automatic payment from the tenant’s bank account
* Deduction from Centrelink payments

The **‘WHAACL’** will issue a rent receipt to all tenants who make cash payments.

Tenants who opt to pay rent via direct debit or automatic payment will be provided with a rent statement every (month, bi monthly, quarter). The rent statement will provide the tenant with rent received, rent period, and rental and water arrears if applicable.

Monitoring and reporting of rent payments and arrears will be undertaken every (month, bi monthly, quarterly) and reported to the Board.

**Capped rent for existing tenants**

*(remove if this is not applicable)*

As **‘WHAACL’** continues to implement the AHO Build and Grow Rent Policy, existing tenants who receive CRA and remain under the new rental amount will continue to transition up at a rate of $10 per rent review every six (6) months.

**Build and Grow rent calculator**

As part of its six (6) monthly rental review, the **‘WHAACL’** will utilise the AHO rent calculator to calculate the household (or property) rent. The calculator will also estimate the CRA for eligible tenants and, if tenants are on a capped rent, it will calculate the out of pocket increase.

**Managing Rent and Arrears**

The **‘WHAACL’** recognizes that tenants will be faced with financial difficulties during their tenancy, especially when the expected or unexpected happens. To ensure long term financial viability of **‘WHAACL’** it is important that financial and operational measures are put in place to provide early invention to enable tenants to continue paying rent and to not go through the NCAT process.

The **‘WHAACL’** has considered a number of possible early invention measures to assist tenants in managing these events throughout the year. Tenants have the option to take up these measures and must notify the CEO/Property Manager at least eight (8) weeks in advance.

Tenants are highly encourage to contact the CEO/Property Manager early if any financial difficulties arises where it will affect the payment of rent. This will enable the CEO/Property Manager to make suitable arrangements to minimize any rental arrears that may occur.

Failure to do so will result in the **‘WHAACL’** will take steps to collect any unpaid outstanding accounts. These steps will include application to:

* the NSW Civil and Administration Tribunal AND (if appropriate/necessary) then;
* through the local Court

The CEO/Property Manager may contact tenants from time to time where evidence shows that rental and water payments are not regular to negotiate payment arrangements.

**Christmas Holiday Rent**

A tenant can opt to pay an extra ($) amount per week/fortnight to cover the rent over the eight (8) week period. A tenant will have their rent payments put on hold from the (date) to (date). Rent payments can then either continue after this date as per normal, or the tenant may wish to continue this rent arrangement.

**Rental arrears management**

**‘WHAACL’** has clear procedures on mitigating rental arrears and management of rent in accordance with the Residential Tenancy Act 2010.

**‘WHAACL’** will ensure good practice in achieving full rent collection and a clear and concise default practice that ensures non-payments of rent are consistently and effectively identified, followed up and resolved. This ensures that our organisation maintains sustainable tenancies.

The way in which **‘WHAACL’** will control and recover arrears will include:

* **Early intervention:** This is so arrears or potential arrears are detected at the earliest possible time through adequate record keeping and monitoring of rent accounts. This can assist tenants from accruing any rental arrears.
* **Appropriate responses:** The accuracy of rent records should be checked before action is taken. Constructive methods of tenant contact should also be adopted. This includes explaining the seriousness of the arrears, sensitive and supportive use of the NSW Civil Administration Tribunal, (NCAT) to assist tenants recognise the seriousness of their arrears and making repayment agreements through the NCAT.

Where possible every attempt by **‘WHAACL’** to sustain the tenancy will be made. If all intervention, support, arrears recovery have failed the **‘WHAACL’** may then proceed to take action through the NCAT which may result in issuing a Notice of Termination to the tenant.

* **Clear policy guidelines:** Clear policy guidelines for dealing with tenant breaches of rent payment will be applied consistently, reliably and fairly.

A range of strategies (incentives, persuasion, reminders, support, agreements, direct debit, denial of other housing services) that do not financially disadvantage, harass or deny natural justice to tenants will be made available to encourage the repayment of rent arrears.

* **Focus on repayment and future arrears prevention not eviction:** Where the tenant is in arrears, evictions should be minimised where other solutions can be found to the breach. This avoids the creation of unrecoverable ‘bad’ debts, additional costs from unpaid rent on vacant property and cleaning costs when a tenant moves out.

*Refer to Appendix H for a Rental Arrears Payment Plan Agreement Template*

* **Clear understanding of the Landlords/Tenants roles and responsibilities in the delivery of housing management support and services:** This is so the tenant receives the best possible service from the housing provider and their support worker(s) without conflict of interest.
* **Bad debt recovery:** This is to establish clear responses for recovery action through the NCAT.

Under the Residential Tenancy Act 2010 a tenant must pay and maintain rental payments 2 weeks in advance. A tenant will be considered in arrears if rent is unpaid more than 14 days after the due date, **‘WHAACL’** must attempt to contact tenant in person or by writing to resolve any rental arrears issues. It is imperative that **‘WHAACL’** monitors and keeps accurate records of all their tenants rent received.

*Refer to Appendix I for a Rental Arrears Letter Template and Appendix J for a Water Arrears Letter Template.*

**Bad debt recovery**

A ‘bad debt’ is money owed to the **‘WHAACL’** within the last six (6) years. The Board will attempt to recover all bad debts through the following process:

* Seek an arrangement with the former tenant
* Tribunal Order
* Local Court – Sheriff
* Debt recovery services

The CEO/Property Manager will do the following to determine what debt is owed, if any, when vacating the property;

* Close the rental account when the tenant vacates the property
* Reconcile the account, using the date the tenant left, to make sure there are no amounts outstanding for repairs etc
* Read the water meter and reconcile the last water usage account from the Shire Council and add any unpaid usage to the tenants account
* Carry out a property inspection to check the condition of the property
* Raise any necessary repair orders and add to tenants account if the repairs are not considered to be ‘normal wear and tear’
* Issue a letter to the tenant requesting payment in full of the debt. If tenant’s whereabouts are not known, send a letter care of any known family members. Also the letter should be sent to the last known address of the tenant as he/she may have left a forwarding address for their mail with Australia Post.
* Amounts of less than $50.00 will automatically be written off.

Former tenants with bad debts may not be considered for future housing. The **‘WHAACL’** may consider allow a former tenant to be included onto the waiting list, if a payment arrangement is put in place to repay outstanding debt. This will be done on a case by case basis only.

**SECTION FIVE – ASSET MANAGEMENT, CYCLICAL/PLANNED AND RESPONISVE MAINTENANCE POLICY**

The **‘WHAACL’** will meet the requirements of:

* the Residential Tenancies Act 2010 to provide all residential premises in a reasonable state of cleanliness, and to provide and maintain the premises in a reasonable state of repair, having regard to the age of the property and its prospective life;
* the AHO Maintenance Standards; and
* relevant legislation and by-laws, including local Council regulations, agreed building industry standards and all applicable relevant health & safety standards.

**‘WHAACL’** has a responsibility to exercise proper care to ensure the health, safety and wellbeing of tenants in the carrying out of maintenance.

**‘WHAACL’** will ensure, as part of its budgeting process, that sufficient funds are available to allow for the achievement of agreed responsive maintenance works, and that there is fair and equitable expenditure across the property portfolio.

**Categories of repairs & maintenance**

Repairs & Maintenance matters are divided into four (4) categories:

**Category 1 – Emergency maintenance – Urgent (Within 24 hours)**

Under the Residential Tenancies Act 2010 urgent maintenance means any repair required to avoid danger to health, risk to safety of residents or serious damage to buildings, including but not limited to for example:

* A burst water service
* An appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted
* A blocked or broken toilet system
* A serious roof leak
* A gas leak
* A dangerous electrical fault
* Flooding or serious damage
* Serious storm or fire damage
* A failure or breakdown of the gas, electricity or water supply to the residential premises.
* A failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering
* Any fault or damage that causes the premises to be unsafe or insecure.

**Category 2 – Responsive Maintenance (within {organisation to choose} 7 / 14 / other days)**

Responsive maintenance consists of repairs that are not considered an emergency, and do not seriously affect the wellbeing of a tenant, but are considered as a necessity to the general wellbeing of the tenant and the upkeep of the property.

Damage that causes the residential premises to be unsafe or unsecure is classed as URGENT

Under HACP guidelines responsive maintenance must be calculated at 0.5% of the total replacement value.

**Category 3 – Cyclical Maintenance/Planned Maintenance**

Cyclical maintenance/Planned maintenance is work that is scheduled and a program of works developed to be undertaken on the property so that it is maintained to a standard to ensure its long term viability.

This includes major repairs, upgrade or replacement of items which have a certain life expectancy, for example;

* painting
* flooring
* fencing
* roofing
* kitchens
* bathroom
* laundries

It is also works that is required regularly for legislative or health and safety reasons, for example;

* testing smoke alarms
* pest inspections

Under the HACP guidelines cyclical/planned maintenance must be calculated at 1% of the total replacement value.

**Category 4 – Disabled Modifications**

Where a tenant (or household member) has a disability which restricts their everyday activities, every consideration will be given to the additional maintenance needs or amenities of their property. Every effort will be made to ensure that the property remains appropriate for their needs, including.

* exceptions to the tenants’ maintenance responsibilities detailed in this guideline, where such is considered reasonable and increases the suitability of the property for the tenant or other household members or promotes the safety of household members;
* requests for minor property upgrades and modifications, including the installation of ramps, rails and other aids to assist the tenant in greater independent living.

Approvals made under this section must be appropriately documented.

Major upgrades will be considered as part of the cyclical maintenance and asset management planning of **‘WHAACL’**. Every effort will be made to ensure that each property remains appropriate for the needs of the tenants. However in dealing with matters of major upgrades, consideration must also be given to:

* the total cost of the required upgrade;
* the cost-effectiveness of the upgrade in relation to the economic life of the dwelling;
* alternative strategies, including rehousing the tenant in more appropriate housing; and
* the availability of funding support from the AHO.

**Notification of works and access to property**

All repairs and maintenance request must be reported to the CEO/Property Manager as soon as possible.

For any urgent repairs, the tenant is to contact the CEO/Property Manager immediately. In the event where a tenant is unable to contact the CEO/Property Manager the tenant must contact the appropriate contractor, on the Contractor List and organise works up to the value of $1,000. The tenant is required to provide the supplied invoice from the contractor and provide to the **‘WHAACL’** within 2 working days. If a tenant is required to cover any charges an invoice must be received and provided to the CEO/Property Manager within 2 working days. Reimbursement will be paid to the tenant through direct debit.

For any responsive or scheduled repairs and maintenance works, the **‘WHAACL’** will provide the tenant with a minimum of two (2) days written notice.

Tenants are required to provide necessary access to the properties to enable repairs and maintenance works to be carried out. If tenants do not cooperate with the **‘WHAACL’** further action may be taken through NCAT.

**Procedures for repairs and maintenance**

The procedure regarding the process for repairs and maintenance is that;

* The tenant will contact the CEO/Property Manager and provide details of repair work required. *(See Appendix K for a Repairs and Maintenance Request Form).*
* The CEO/Property Manager will determine if the request for works is urgent, responsive or planned/scheduled.
* The CEO/Property Manager will contact the relevant tradesperson

**Prioritising work**

All urgent repairs will receive first priority over any other repairs and maintenance to ensure the safety of the tenants.

All other responsive and scheduled/planned repairs and maintenance will be undertaken in accordance to the Asset Maintenance Schedule.

**Maintenance ordering and expenditure**

All maintenance work orders will be issued by **‘WHAACL’** in writing and will include:

* specific nature of required works;
* premises access arrangements;
* date for completion of works;
* name of tenant to acknowledge completion of works;
* authorising signature of CEO/Property manager.

All maintenance work orders issued by **‘WHAACL’** will be authorised in accordance with the approved Schedule of Delegations and each must be signed by the CEO/Property Manager.

**Engaging and working with contractors**

Under the NSW Fair Trading licencing, only a builder or tradesperson who is properly trained and has the relevant experience to do the work may be licensed. Any person who carries out residential building work over $5,000 in labour and materials without an appropriate licence is breaking the law and could be prosecuted.

Specialist tradespeople who carry out any of the following must be licensed regardless of the cost of the work:

* electrical wiring
* plumbing, draining and gas fitting work
* air conditioning and refrigeration work (except plug-in appliances).

Any potential builder or tradesperson will be asked to provide a copy of their licence as part of the selection criteria. Licensing protects the organisation in:

* dealing with a legitimate business
* ensuring the tradesperson has the right qualifications for the job
* enjoying better consumer protection
* protecting the organisation from unqualified and unlicensed ‘handyman’ businesses.

By law, all builders and tradespeople must display their licence number on any advertisement for their services.

*Refer to Engaging a Contractor Policy*

**Checking and paying for work**

All work of greater value than $1,000 will be checked by the CEO/Property manager prior to payment.

Wherever possible, all other work (ie of less value then $1,000) should be checked by the CEO/Property manager. Where this is not possible, the tenant will be contacted to ensure that the work has been completed and it appears satisfactory.

Major works will be checked by a suitably qualified building consultant.

All work to vacant properties, regardless of the value of the work, must be checked by the CEO/Property manager.

Where smaller maintenance works are not being regularly checked and where payment has been made, **‘WHAACL’** will undertake random inspections of 10% of all such paid works each quarter. Such checks will reflect the varied works and tradespeople used during that period.

Payment of approved works will occur within 14 days of the receipt of invoice.

**Property inspections**

The CEO/Property Manager will conduct property inspections at the beginning and ending of every tenancy.

Property inspections are required to ensure the tenant is maintaining the property in good order and neat and tidy. Regular property inspections will be undertaken during a tenancy every 3 months per year.

Asset management inspections will be conducted once a year to update the Asset Management Schedule.

Tenants will be provided with seven (7) days written notice of Property and Asset Management inspections.

**Asset maintenance inspections**

The CEO/Property Manager will conduct asset maintenance inspections on an annual basis each (month) to update the Asset Maintenance Schedule and conduct necessary health and safety checks such as the checking of smoke alarms and pest inspections.

Asset maintenance inspections are necessary to minimize stock deterioration and retain a house in, or restore it to, an agreed condition. And protects the property in ensuring it continues to service for the intended life span.

Tenants will be provided with seven (7) days written notice of Asset Maintenance inspections.

*Refer to Asset Management Plan and Maintenance Schedule*

**Tenant damage**

As per the Residential Tenancies Act 2010, tenants are responsible for any damage caused by themselves, other household members or any visitors they allow on the property.

Tenant damage is not just intentional damage – it also includes damage caused by accident or through carelessness.

Whether or not repairs are a result of tenant damage will be determined by the CEO/Property Manager when inspecting the property or by tradespersons reports.

In the first instance, the tenant will be asked to arrange and pay for repairs. If this is not possible, or not completed within a reasonable time, the property officer will arrange the work and the cost will be debited to the tenants account.

Severe breaches of the Residential Tenancy Agreement in relation to property damage will proceed to the NSW Civil and Administrative Tribunal (NCAT) for a compliance order and to recover repair costs.

**Telephone connections**

The connection of telephone services for existing dwellings is considered a matter between the tenant and the telephone service provider. **‘WHAACL’** does not reimburse connection fees.

**Swimming pools**

The **‘WHAACL’** will not acquire any property which has a swimming pool. Where a tenant has installed a swimming pool without the consent of **‘WHAACL’** the pool is to be removed.

**Vacant properties**

The end-of-tenancy inspection will be completed within 2 days of the notification being received that the property is vacant.

If there are any repair/cleaning items considered to be the ex-tenant’s responsibility, **‘WHAACL’** will, in the first instance, attempt to negotiate with the ex-tenant for their completion. However, it is recognised that there is an imperative to have the property re-let at the earliest and there will not be any undue delays.

**Insurances**

All properties of **‘WHAACL’** will be insured for full current replacement value and public liability insurance of $10M (as per the requirements of the AHO). It is the responsibility of the tenant to insure their home contents.

|  |
| --- |
| **SECTION SIX –Appeals and Complaints** |

**‘WHAACL’** recognises that all applicants/tenants involved in the service have the right to express personally or through an advocate, their complaints without fear of reprisal and to have them investigated quickly and fairly. Applicants and tenants also have the right to appeal decisions they believe are unfair or that they do not agree with.

A complaint is an expression of dissatisfaction with a policy or procedure, product or service offered or provided. It may refer to dissatisfaction with the way that personnel of an organisation have treated someone or it may be a complaint about the organisation.

An appeal is an expression of disagreement or dissatisfaction with a particular identifiable decision that has been made and a request that the decision be reconsidered.

**Purpose of the policy**
**‘WHAACL’** appeals and complaints policy outlines how the organisation will handle dissatisfaction with our service and our decisions. Its purpose is to:

* describe applicants and tenants’ rights to appeal or complain
* make it easy for tenants and applicants to exercise that right
* help us understand what is and isn't working well in our organisation.

The appeals and complaints policy outlines how we will implement this policy so that we have effective ways to:

* register, investigate, resolve and record complaints and appeals;
* assist applicant and tenant to be aware of and exercise their rights; and
* enable tenant or applicant views to influence the delivery of housing services.

**Procedure**

We will ensure that any complaint or appeal by an applicant or tenant is dealt with fairly, promptly, confidentially and without retribution.

**‘WHAACL’** will inform and provide information to tenants at the commencement of their tenancy about the appeals’ processes and any other relevant avenues for appeals/complaints including the NCAT (if it relates to their lease agreement) or the Tenancy Advisory Service (TAAS) if the applicant/tenant is not satisfied with the outcome of an internal appeals process. Information provided should include details of who to contact within **‘WHAACL’** and their position of authority.

When an appeal or complaint is received, **‘WHAACL’** will:

* register the appeal or complaint; by adding details of the appeal or complaint on the appeals and complaints registers. *Refer to Appendix M for an example of a Complaints Register.*
* Information recorded will include,
* The date that the decision was made or the issue occurred,
* The date of the complaint or appeal
* Specific information about the decision made or the circumstances leading to the complaint, including supporting information where available
* Complaints / appeals must be received in writing, signed by the applicant;
* Appeals must identify the specific decision under question

**Investigate**

When a written complaint is received, it is first considered by the CEO/Property manager who will investigate and record the complaint, and propose what should be done. When undertaking an assessment of the complaint the CEO/Property manager must be clear about which policy, procedure, standard or law it relates to. If none of these have been breached, or no improvements can be identified, a letter will be provided within seven (7) days to the complainant explaining that no further action will be taken.

**Resolve complaints and appeals**

Many complaints and appeals can be resolved quickly. The CEO/Property manager investigating the complaint or appeal can propose a resolution. This may have several parts to it and might involve an apology, an explanation, an assurance about future action or immediate changes to how things are done.

Investigating the complaint internally and deciding a reasonable response (including making changes to our service or policies) may be the solution

If the complaint cannot be resolved internally then external bodies within NSW such as Community Justice Centres, Aboriginal Tenants Advice and Advocacy Services and the NCAT to whom complaints can be taken further.

**Record outcomes**

**Complaints file:** The file record of the complaint will be confidential, and kept with the tenant/applicant file, but in a separate folder. The person concerned can see this file if they ask to. No identifying information will be communicated to other tenants or applicants, people in the organisation who are not directly involved with resolving the complaint, or people outside the organisation, without the person’s permission.

**Complaints Register:** Information will be recorded on the Complaints Register in a way that does not identify the person complaining. Additions to the register will be reported to each management committee meeting. Management will monitor progress with resolving complaints, and take appropriate action when there are broader implications for policy and practice.

**Time limits:** Written complaints will be acknowledged in writing within 7 days. The process will take no longer than 28 days, unless the person complaining agrees. If the matter falls within the jurisdiction of the NCAT, the person will be informed immediately of any time limits that apply to making an application.

**Keeping the person informed** All decisions and progress reports will be in writing (although they may have been discussed or reported verbally first). There will be a written response to a complaint even if it is decided that no action is to be taken. The response will explain the reason for any decision.

All replies to written complaints or appeals will clearly state:

* What the decision is;
* The name and position of the person who made the decision;
* The facts on which the decision was based;
* Why the decision was made;
* A contact person the applicant or tenant can talk to about the decision;
* Appeal and review rights.

**Assist applicants and tenants to be aware of and exercise their rights**

**‘WHAACL’** will provide the information in this policy to tenants at sign up and will make a summary available at the office. CEO/Property manager will encourage tenants to make complaints and appeal decisions that tenants do not agree with. Applicants/ tenants will be informed of any external bodies within NSW such as Community Justice Centres, Aboriginal Tenants Advice and Advocacy Services and the NCAT to whom complaints can be taken further.

Every attempt should be made to resolve issues and reach an agreement in the first instance. If this is not possible, **‘WHAACL’** or the tenant will seek a hearing through the NCAT for all matters relating to tenancy management including eviction, rent management, repairs and maintenance, asset management and all other issues governed by the *Residential Tenancies Act 2010*.

**Enable tenant or applicant views to influence the delivery of housing services.**

**‘WHAACL’** will conduct regular additional reviews of complaints and appeals to see what lessons can be learnt to improve future service delivery. In addition **‘WHAACL’** will offer tenants different opportunities to have their say about the organisation’s services, direction and strategies. These opportunities will include:

Add to / delete from this list as required:

* Regular tenant meetings
* Social events to meet staff and board members
* Tenant surveys
* Suggestion boxes
* Facebook page or other interactive social media
* Board strategy planning days open to the community
* Meetings with tenant advocates and other stakeholders

**Privacy**

**‘WHAACL’** will ensure that the applicant’s/tenant’s right to privacy and confidentiality is respected and that they can have access to personal information held by **‘WHAACL’**. All information pertaining to the complaint and appeal will be maintained in a file.

**External stage**

If the applicant/tenant and **‘WHAACL’** are unable to resolve problems associated with the complaints against the housing provider, then the case will be referred to the appropriate external body, such as the Aboriginal Tenants Advice and Advocacy Service, or NCAT.

**Sample appeals procedure**

Tenants and applicants have the right to ask us to review decisions they disagree with or think are unfair.

The sorts of decisions that can be appealed are:

* rent calculation assessment
* rejection for rehousing
* not eligible for housing
* not selected for housing
* allocated inappropriate property
* request for property improvements rejected

The grounds for making an appeal are that **‘WHAACL’** has not followed policies and procedures, that policies and procedures are not fair or that a decision was made without the right information.

When an applicant disagrees with a decision, and the decision is believed to breach the law (e.g. the Residential Tenancy Act, or other legislation) they may make a complaint if they are not happy with an informal internal review.

Guidelines for responding to an appeal will be the same as for complaints in all matters. The following steps will be followed, unless the person making the appeal can give good reason for why they are unable to use any part of the process.

**Step 1 Internal review**

The first step will be for the person responsible for the original decision to reconsider their decision, based on the reasons given by the tenant or applicant. Their response will be in writing.

**Step 2 Internal appeal**

If the person is still not happy with the decision, they can ask for a second internal review by the next level of accountability. They should put the details in writing, using the ‘Complaints and Appeals ’ form or by writing a letter. They will reconsider the decision by listening to both the person appealing and the person who made the decision. Their response will be put in writing.

**Step 3 External appeal**

If the applicant/tenant and **‘WHAACL’** are unable to resolve problems associated with the appeal being made against the housing provider, then the case will be referred to the appropriate external body, such as the Aboriginal Tenants Advice and Advocacy Service or NCAT.

**APPENDICES**

**Appendix A – Housing Application Form**

**HOUSING APPLICATION FORM**

Please understand that the information you provide on this form will help the **‘WHAACL’** make decisions relating to your application.

The information will be used to make the following;

* Your eligibility for housing
* The type of housing best suited to you
* The size of the property needed
* The location needed

**PERMISSION STATEMENT FOR ‘WHAACL’** **TO COLLECT AND EXCHANGE INFORMATION WITH OTHER ORGANISATIONS RELEVANT TO YOU HOUSING APPLICATION**

* When assessing your application or during any tenancy, we may need to exchange information relevant to your housing with FACS Housing Services or other organisations.
* Without this permission your application cannot be processed.
* You have the right to look at your personal information and to make a correction, in accordance with the *NSW Privacy and Personal Information Protection Act 1998.*
* When signing this application you are confirming that you understand these statements and give permission to complete these actions.

|  |
| --- |
| **DECLARATION*** I understand the instructions given on this application form.
* I agree that the information provided is correct to the best of my knowledge
* I understand the above permission statement and declaration.

**NOTE: For your application to be processed, you MUST answer all the questions and SIGN the declaration** |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Applicants Name (please print) Joint Applicant (please print)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Applicants Signature Joint Applicant Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date Date**

***THIS FORM IS CONFIDENTIAL. THE INFORMATION YOU SUPPLY WILL ONLY BE USED FOR THE PURPOSE OF BEING HOUSED WITH ‘WHAACL’******IN ACCORDANCE WITH THE PRIVACY LEGISLATION REQUIREMENTS.***

**NEW APPLICATION □ REVIEW □**

* **APPLICANT DETAILS**

|  |
| --- |
| **Applicant 1:** Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Applicant 2:** Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**1.1 Address of Main Applicant**

|  |
| --- |
| No & Street:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Suburb: Post Code: |

**1.2 Contact Phone Numbers of Main Applicant**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Home |  | Mobile |  | Work |  |

**1.3 Are you a member of the (ORGANISATION) Yes / No**

**1.4 Are you related to any staff or Board member of the (ORGANISATION)? Yes / No**

* **CURRENT HOUSING DETAILS**

**2.1 Who are you currently housed by?**

|  |  |  |
| --- | --- | --- |
| FACS Housing Services □*(Housing NSW or AHO)*  | Aboriginal Community Housing □ |  Private / Landlord □ |
| Mainstream Housing □ | Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_□*(i.e. Boarding, Homeless, Living at home/relatives etc)*  |

|  |  |
| --- | --- |
| Name of Landlord/Housing Provider: |  |
| No of persons at your address: |  |
| No of bedrooms at your current address: |  |
| Are you the primary tenant who appears on the Residential Tenancy Agreement | Yes/No |
| What is your weekly rent/board you pay at your current address | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***NOTE:*** *A current rent receipt must be provided with application* |
| Are you currently buying, paying off a mortgage or own any other property? | Yes/No |

* **HOUSING REQUIREMENTS**

**3.1 What are your housing requirements?**

|  |  |
| --- | --- |
| Do you require accommodation for? | Single □Couples □Family □ |
| How many people are to be housed? | Adults\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Children\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| How many bedrooms do you require?  | 1 □ 2 □3 □ 4 □ |
| Do you have pets?  | Yes/No |
| Please detail any special needs that maybe required |  |

* **Please list all people to be housed, including yourself**

|  |  |  |
| --- | --- | --- |
| **Name** | **DOB** | **Relationship** **to you** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Once you have completed this form please return to:**

Address Details:

|  |
| --- |
| ***OFFICE USE ONLY*****Date Received**:\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Signed** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Eligibility Decision:** ELIGIBLE/NOT ELIGIBLE **Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Approved at Board meeting** **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Appendix B

|  |  |
| --- | --- |
| **ABORIGINAL HOUSING OFFICE DECLARATION GUIDELINES** |  |

**Introduction**

All applicants for HACP accommodation are required to provide evidence that they are an Aboriginal or Torres Strait Islander person. This evidence should consist of a completed HACP, Aboriginal Housing Office Declaration form. The applicant should complete the Declaration form and have their signature witnessed, prior to the recognising organisation completing the Resolution form.

**Guidelines for recognising organisations**

Community organisations considering whether to certify the Aboriginality or Torres Strait Islander confirmation form should appreciate that they bear a heavy responsibility in both ensuring that only Aboriginal persons or Torres Strait Islanders receive entitlements and that people who are not Aboriginal people or Torres Strait Islanders do not receive them. Organisations should not provide confirmation unless they have satisfied themselves that the applicant is an Aboriginal or Torres Strait Islander person and that he or she identifies as such and that the applicant has community recognition.

Confirmation will be accepted from one of the following Community organisations:

* An Aboriginal or Torres Strait Islander association incorporated under Part IV of the

*Aboriginal Councils and Associations Act 1976*

* Aboriginal Lands Councils within the meaning of the *Aboriginal Land Rights Act 1983. (not applicable to Torres Strait Islanders)*
* An incorporated Aboriginal community organisation where all the members of the organisation are Aboriginal or Torres Strait Islander or both.

Such confirmation must be approved by a resolution at a formal meeting of the organisation’s governing body and the record of the resolution is to be sealed with the organisation’s Common Seal and signed by the authorised signatories. Two of the three specified office bearers must sign this form

NOTE:

*If an applicant for HACP accommodation is unable to complete this Declaration in the required manner, but can establish their Indigenous status in another manner, contact should be made with the Aboriginal Housing Information Service at the Aboriginal Housing Office on 1800 727555 for more information.*

**Appendix C – Complaints and Appeals Form**

**COMPLAINTS AND APPEALS FORM**

Name: Mr/Mrs/Miss/Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact phone number during business hours:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you have a representative with whom you would like us to discuss your complaint? For example an Advocate or Support Officer, etc.

 □ Yes Name of representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 □ No Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please advise the property officer as soon as possible if any of your contact details change***

Are you lodging a Complaint **OR** are you lodging an Appeal

□ COMPLAINT (go to Section 1) □ APPEAL (go to section 2)

**Section 1 - Complaints**

**Who are you complaining about?**

Individual / Organisation / Agency \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Individual(s) involved (if known) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Post code\_\_\_\_\_\_\_\_\_\_

If you are complaining about more than one person/organisation/agency, please provide the details on an additional page.

□ I have an additional page □ I do not have an additional page

*(tick which ever applicable)*

**Have you complained to the person you are complaining about**

The Board requires that, as an initial step, you raise complaint in writing with the person you are complaining about and allow them twenty eight (28) working days to respond. Have you done this?

□ YES □ NO

If yes, what was its response, if any? Please attach a ***copy*** (not the original) of your complaint to the person you are complaining about and any letter of reply you have received.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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If no, is there any reason you cannot do so?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Your Complaint**

**How do you believe your rights have been ignored / disregarded?**

Please describe the events which you allege were an interference / barrier with your housing /application /allocation (attach additional sheets if necessary).

We need to know:

* What the events / circumstances are
* What happened
* Where it happened
* When it happened (include dates)
* Who did it (include names of individuals involved)
* How and when you found out about it, and
* Any other relevant details

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**How would you like to see your complaint resolved? What outcome would you like?**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Have you taken this complaint to another agency or organisation?

If yes, please give details and provide copies of relevant documents

Name of Agency / Organisation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Complaint \_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_

Are they dealing with your complaint □ Yes □ No

**Documents**

Please give us ***copies*** (not the original) of any documents they may help us to investigate your complaint (for example, any correspondence or records of conversations you have had with the person you are complaining about, including their letter of reply)

Please sign and date this form.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_/\_\_\_\_/\_\_\_\_

**Section 2 - Appeals**

**What are you appealing about? (Please include copies of any correspondence)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Who is the person that made the decision you are dissatisfied with?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What is their title and where do they work?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What outcomes are you seeking?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How would you like us to respond to this matter?

□ In writing & Phone call

□ In writing only

 (tick whichever is applicable)

**Appendix D – Housing Guidelines Letter Template**

**HOUSING GUIDELINES LETTER**

Welcome to your **‘WHAACL’** house. We particularly request that you take notice of the following points during your tenancy.

**Residential Tenancy Agreement Clauses.**

**Rent Payments** – Rent **MUST** be paid promptly and in advance.

Rent **NOT** paid affects all of us, and it affects the future of the (**‘WHAACL’** housing program, because funding bodies take into account rental collection when reviewing future allocations and budget submissions.

It is the intention of **‘WHAACL’** housing program to be very strict with respect to rent payments if you have a problem with paying rent, **THEN** let us know **as soon as possible**, in writing or verbally.

Failure to do the above could mean that you will:

* Automatically be given an eviction notice if your rent is in excess of four weeks behind.

**Use of Premises** – you must use the property only as a residence.

**Care of Property** – you should look after the property as if it were your own. In particular:

* Keep the kitchen and bathroom clean
* Look after the grounds
* Make sure small repairs are done so they do not become big problems

**Disturbance** - your music and general behaviour must not be such as to cause a disturbance or a nuisance to neighbours.

**Condition Report** – At the beginning of your tenancy, we will give you a report showing you the condition of your property. Please check this and sign and return it and let us have a copy back within 7 days.

Regular inspections will be carried out throughout your tenancy and the property should be kept in the same condition from the beginning of your tenancy.

**Repairs** – please notify the **‘WHAACL’** promptly about any repairs that are needed. If you cause any damage, please notify the manager as soon as possible as we may be able to help you with the repair.

**Water Usage** – The tenant is issued with an invoice every quarter for Water Usage charges. Tenants are responsible for the usage to be paid in full before the next quarter water usage is due. This is a requirement of the Tenancy Agreement. The full costs of water rates are paid by the **‘WHAACL’**

**Termination** – If you plan to leave your property, please give us as much notice as possible. If you stop paying rent you must realise that we will take quick action to ask you to leave. If you break your Residential Tenancy Agreement because of disturbance or damage etc., you may be asked to leave and it may even be decided that you would not be considered for any other **‘WHAACL’** house.

**Subletting** – If you wish to bring more people into the property than originally agreed, you **MUST** first obtain **PERMISSION** from the manager or Board.

Any unauthorised sub-letting will result in **IMMEDIATE ACTION** to terminate your tenancy.

**Please remember if you have any problems, let us know as soon as possible so that we can consider them and help where it is possible for us to assist.**

**If you have problems with meeting the rent, you should let the manager/Board know in writing before the rent becomes due.**

**Appendix E – NSW Civil Administrative Tribunal (NCAT) Information and Checklist**

NCAT's Consumer and Commercial Division can deal with the disputes between landlords and tenants who have entered into a residential tenancy agreement under the *Residential Tenancies Act 2010*.

**Applications**

A landlord, tenant, co-tenant or occupant can apply to NCAT to resolve a tenancy dispute.

You can lodge your application on line (<http://www.cc.ncat.nsw.gov.au>)

See examples of forms attached in Appendix under NSW Civil Administration Tribunal Forms

* Download a [Tenancy Application Form](http://www.cc.ncat.nsw.gov.au/biz_res/cttt/pdfs/Forms/Tenancy_application_form.pdf)
* Download a [Tenancy Termination and Possession Application Form](http://www.cc.ncat.nsw.gov.au/biz_res/cttt/pdfs/Forms/Tenancy_termination_possession_application_form.pdf)
* Download a [Rental Bond Application Form](http://www.cc.ncat.nsw.gov.au/biz_res/cttt/pdfs/Forms/Rental_bond_application_form.pdf)

**Apply online**

With NCAT Online can lodge and pay for your application on the internet for most matters in the Consumer and Commercial Division.

**NCAT Checklist**

**Preparing for hearing**

It is important to be prepared for the hearing.  As soon as you receive the notice of hearing you should start getting ready for the hearing day.  Take the time to carefully consider all of the issues and to find your evidence and other documents in support of your case.

**Things to organise before the hearing**

Regardless of whether you are the applicant or the respondent (the 'parties') you need to prepare for the hearing:

* Write down your issues
* Think about the dispute and make a list of all the issues that are important to you.  This will help you organise your case and start thinking about the evidence you will need to bring.

**Chronology of events**

Writing out a chronology that lists all the important facts, dates and events can be helpful for both yourself and NCAT.

**Gather your evidence**

Collect all the documents and other things that you are going to rely upon during the hearing.  Organise your documents in a folder for easy access.

**Practice presenting your case**

Practice presenting your case to friends or family and remember to refer to your supporting documents.  This might be particularly useful if you are nervous about the hearing.

**Stick to the facts**

You will need to leave your emotions and frustrations at home.  Prepare yourself to just stick to the facts when presenting your case during the hearing.

**Evidence**

You will need to present evidence in order to prove your case at the hearing and answer any questions or challenges from the other party.

Make sure all your evidence is ready for the hearing day.  Place your evidence in a folder and label your papers for easy access during the hearing.  Bring copies of your evidence to give to the other party and to NCAT.

Be truthful and accurate as you may be asked to take an oath or affirmation, and you will be asked questions about your evidence.

**What evidence will I need?**

Your evidence should be relevant to your dispute.  Bring documents and items such as:

* Residential tenancy agreement and condition report.
* Written proof of sale or service invoice, original purchase agreement or sales advice.
* Invoices or demands for payment, receipts, quotes, reports and payments records.
* Warranties in relation to the goods or service.
* Correspondence between you and the other party.
* Photographs showing the condition and state of repair of the goods or the rented premises.

**Expert evidence**

Experts can be used by a party when evidence of a technical nature is needed, such as in home building or motor vehicle disputes. Learn more about [engaging an expert](http://www.cc.ncat.nsw.gov.au/cc/How_to_resolve_your_matter/Preparing_for_hearing/Engaging_an_expert.page) for detailed information about using an expert to give evidence or provide you with a report for your hearing.

**Witnesses**

If somebody else was very involved in the events, you may consider having them as a witness to give evidence at your hearing.  If your witness appears in person at the hearing they will need to give their evidence under oath or affirmation.  Alternatively you can ask your witness to give you a written statement in the form of an affidavit or statutory declaration.

**Summons**

If you believe a person or company representative should attend your hearing to provide evidence, or that a person or company has documents that could be used as evidence, you can request NCAT to issue a summons.

A summons directs a person or company that they must appear before NCAT at a specific time and place to give evidence and/or produce document or other things that are required as evidence.

**Preparing for hearing checklist**

|  |  |
| --- | --- |
|   | Gather together all your evidence such as copies of all letters, invoices, documents, contracts, photographs and records of conversations. |
|   | Label your evidence and put in a folder for easy access during the hearing.  |
|   | Practice presenting your case and sticking to the facts.  |
|   | Bring a pen and paper to take notes during the hearing.  |



**Appendix F – Succession of Tenancy Request Form**

**SUCCESSION OF TENANCY REQUEST FORM**

***THIS FORM IS CONFIDENTIAL. THE INFORMATION YOU SUPPLY WILL ONLY BE USED FOR THE PURPOSE OF BEING HOUSED WITH ‘WHAACL’******IN ACCORDANCE WITH THE PRIVACY LEGISLATION REQUIREMENTS.***

**APPLICANT**

**Name of Tenant**

|  |
| --- |
| Name: |
| Number and Name of Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Suburb: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Post Code: \_\_\_\_\_\_\_\_\_\_\_ |
| Home No: |  | Mobile No: |  | Work No: |  |
| **Emergency Contact Person’s Information** |
| Name: |  | Phone No: |  |

**Please list the people in order who you are nominating for succession**

|  |
| --- |
| Name: |
| Number and Name of Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Suburb: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Post Code: \_\_\_\_\_\_\_\_\_\_\_ |
| DOB | Relationship to you | Income (per fortnight)$ |
| Home No: |  | Mobile No: |  | Work No: |  |

|  |
| --- |
| Name: |
| Number and Name of Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Suburb: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Post Code: \_\_\_\_\_\_\_\_\_\_\_ |
| DOB | Relationship to you | Income (per fortnight)$ |
| Home No: |  | Mobile No: |  | Work No: |  |

|  |
| --- |
| Name: |
| Number and Name of Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Suburb: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Post Code: \_\_\_\_\_\_\_\_\_\_\_ |
| DOB | Relationship to you | Income (per fortnight)$ |
| Home No: |  | Mobile No: |  | Work No: |  |

|  |
| --- |
| Name: |
| Number and Name of Street: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Suburb: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Post Code: \_\_\_\_\_\_\_\_\_\_\_ |
| DOB | Relationship to you | Income (per fortnight)$ |
| Home No: |  | Mobile No: |  | Work No: |  |

All other circumstances not dealt with in this policy will be negotiated and determined by the Board.

Once you have completed this form, please mail or fax to:

Address Details

Fax:

|  |
| --- |
| **OFFICE USE ONLY**Date Received: \_\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_Staff Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Preliminary Decision: ENDORSED/DECLINED Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_Approved at Board meeting Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_Motion:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Moved: By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Seconded:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Appendix G – Housing Tenant Evaluation Survey **