

Tharawal Housing Aboriginal Corporation During a Tenancy Policy Affordable Housing

Content:	During a Tenancy Policy – Affordable Housing
Version:	1
Applies to:	Tharawal Housing Aboriginal Corporation
Date:	03/10/2019

Background:

Tharawal Housing Aboriginal Corporation is a Community Housing Provider that specialises in providing social and affordable housing for Aboriginal and Torres Strait Islander People. Tharawal Housing Aboriginal Corporation aims to support Aboriginal and Torres Strait Islander people to successfully sustain tenancies by linking clients into support services where applicable. Tharawal Housing Aboriginal Corporation aims to educate Aboriginal and Torres Strait Islander people by providing pathways into improved housing outcomes delivered in a culturally appropriate manner.

Scope:

This policy applies to all applicants residing in Affordable Housing properties managed by Tharawal Housing Aboriginal Corporation.

Starting a Tenancy:

Starting a Tenancy Agreement:

Tharawal Housing Aboriginal Corporation will enter into a residential tenancy agreement with applicants who have accepted an offer of housing with the organisation. A staff member from Tharawal Housing Aboriginal Corporation will contact an applicant within 3 working days from the offer being acceptance to arrange a sign up. Applicants are advised what documents they will need to bring with them to sign up.

Signing a Tenancy Agreement:

At the time of sign up, the applicant becomes a tenant of Tharawal Housing Aboriginal Corporation. The following occurs during the sign up process:

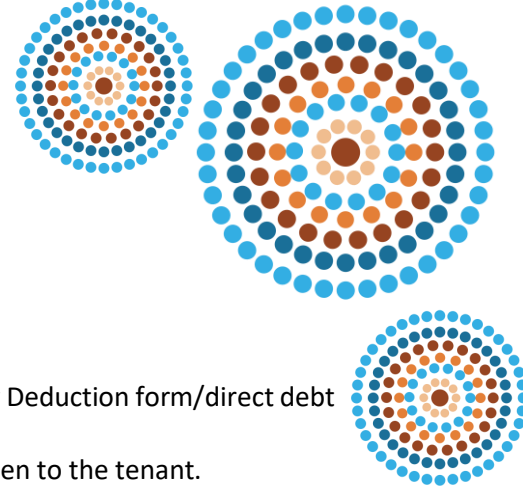
- The tenant is provided with a written tenancy agreement outlining all their rights and responsibilities. The tenancy agreement is sign by the tenant and housing officer.
- The tenant will be provided with a property condition report (part of this report will already been filled out by Tharawal staff, tenants are expected to completed the property condition report and return Tharawal Housing Aboriginal Corporation within 7 days. In the event the tenant does not agree with comments made by Tharawal on the Property Condition report, a staff member will attend the property, investigate, and resolve any comments.
- The tenant and any additional occupants over the age of 18 will need to provide current identification, current income and assets.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



- Complete all relevant paperwork to starting a tenancy, Centrepay Deduction form/direct debt form.
- Pay bond plus two weeks advance rent prior to the keys been given to the tenant.
- The housing officer will explain in detail the tenant rights, responsibilities, and Tharawal Housing Aboriginal Corporation obligations to the tenant.
- The tenant will be provided with information on how to access maintenance services, pay rent and contact details for their housing officer.

Joint Tenancy Agreements:

Generally a tenancy agreement is signed by one-person, there are however situation where a joint tenancy agreement may be requested. In these situations, both tenants are legally responsible for their obligation under the tenancy agreement. Both tenants will need to be present at sign up to ensure everyone is fully aware of their rights and obligations.

Before a joint tenancy agreement can be entered into, both parties must be eligible for Affordable Housing and the property must be suitable for the household.

How long can I Stay:

Applicants will be offered a 12 month fixed term tenancy agreement. At the end of the fixed term tenancy agreement tenants will be required to undergo an eligibility assessment to ensure they are still eligible for the program. Providing the tenant/s meet eligibility requirements a new 12 month fixed term tenancy agreement will be offered.

Tenant/s will be required to undergo an eligibly assessment annual to remain in affordable housing. Tenant/s will be required to provide proof of their total household income. In circumstance where the tenant/s no longer meet the eligibility criteria a 3 month fixed term lease will be offered to the tenant/s to allow them time to find alternative accommodation.

Charges:

Bond:

Approved applicant/s will be required to pay 4 weeks market rent at the commencement of their tenancy agreement plus 2 weeks advance rent. Tharawal Housing Aboriginal Corporation manages bonds via the Bonds On-line System.

Rent Charged:

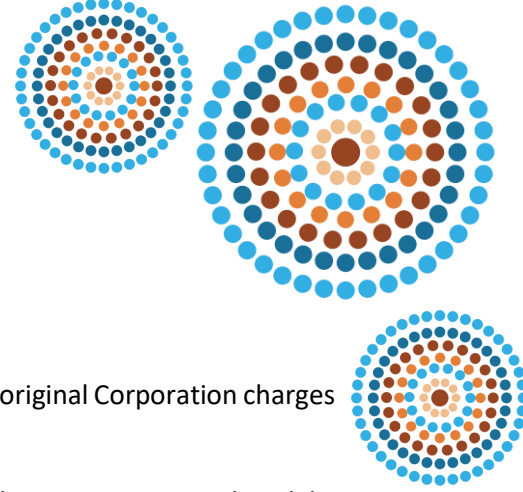
Rent charged on properties is generally 74.9% of the market rent for the property. Rent can be paid weekly or fortnightly. Tenants will be advised of the weekly rent charge prior to accepting the property. Rent reviews are undertaken on all properties annual. Tenants will be advised of any rent increase in writing.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



All tenants are responsible to pay their rent on time, Tharawal Housing Aboriginal Corporation charges rent weekly, each Sunday rent is applied to a tenant's rent account.

Tharawal Housing Aboriginal Corporation is unable to redirect rent paid by a tenant to another debt as outlined in the Residential Tenancies Act 2010.

Water Charges:

Tharawal Housing Aboriginal Corporation charges water usage to all tenants. Water is charged to a tenant's water account at the start of each water billing cycle. Tenants are responsible for paying water usage charges. Tenants will be invoiced quarterly and have 21 days to pay their account.

Tharawal Aboriginal Housing is responsible for meeting all costs relating to providing water to the premises such as water connection, sewerage, other charges and common area water.

Repairs:

Tharawal Housing Aboriginal Corporation reserves the right to charge tenants for any damages caused to the property that are not considered fair wear and tear. Damages made to the property by the tenant, household member or visitor are considered the responsibility of the head tenant.

Tenants are expected to repair any damages caused to the property at their own cost. Tenants are able to hire their own licenced contractor to carry out any repairs, however, they will be required to show proof to Tharawal Housing Aboriginal Corporation.

If damages caused to the property are due to domestic or family violence, Tharawal Housing Aboriginal Corporation will not impose tenant charges providing the tenant is able to show substantial proof of how the damages occurred.

Tenants can expect Tharawal Housing Aboriginal Corporation to provide a property to tenants in a reasonable condition at the commencement of the tenancy. Tharawal Aboriginal Housing will maintain that condition throughout the life of the tenancy.

Where repair charges are imposed on a tenant's account, the tenant is advised in writing and provided photos and a copy of the invoice for the charges applied. If the tenants disagree or dispute the charges, Tharawal Aboriginal Housing has the right to lodge an application with the NSW Civil and Administrative Tribunal to recover the cost under **section 187** of the *Residential Tenancies Act 2010*.

During a Tenancy:

Occupancy:

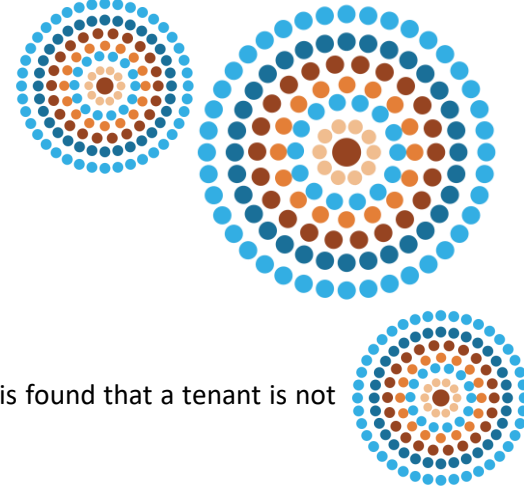
Tenants are required to occupy their property in accordance with residential tenancy agreement they have signed. Personal occupancy means the tenant will occupy the property. The payment of rent and

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



maintaining of a property does not constitute personal occupancy. If it is found that a tenant is not occupying a property, the tenancy agreement may be terminated.

Looking after the Property:

Tenants are obligated to maintain their property in a clean and safe manner, including the maintaining of internal and external areas. Tenants are to report any concerns of maintenance or damages to the property as soon as possible to Tharawal Housing Aboriginal Corporation or to the Hume Community Housing Maintenance line. Tenants can expect, at the commencement of their tenancy, the property will be in a reasonable condition.

Keeping of Pets:

Tenants who reside in properties managed by Tharawal Housing Aboriginal Corporation may keep pets if:

The property is suitable for the type of animal, which may be a companion animal. Tenants will need to put their request in writing, noting the breed of dog, size of the pet and whether or not it will be kept indoors.

When assessing a request to keep a pet, Tharawal Housing Aboriginal Corporation will consider:

- If the property is suitable for the pet
- If the pet is likely to interfere with the reasonable peace and enjoyment of neighbours
- Compliance with the terms of the tenancy agreement and if applicable, the companion Animals Act 1998 (NSW) and any other legislation.
- Requirements with local government councils.

Tenants will be advised in writing within 21 days if their request to keep a pet is approved or declined.

If a tenants request to keep a pet is approved the tenant is responsible for the following:

- Caring for the pet
- Keeping their pet under control
- Complying with local council regulations
- Ensuring the pet does not interfere with the reasonable peace and enjoyment of neighbours.
- Shampooing the carpets and fumigating the property in accordance with the Residential Tenancies Act 2010.

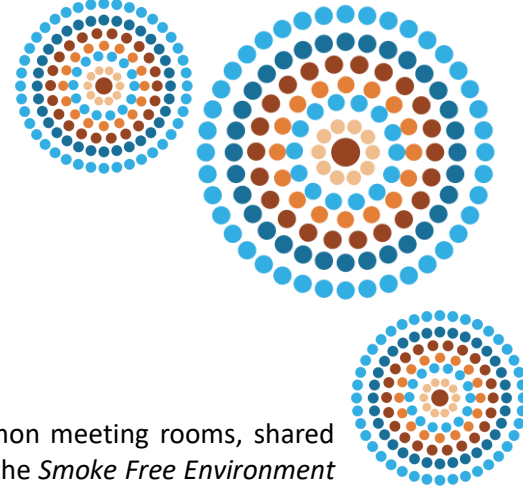
If a tenant fails to comply with the above, Tharawal Housing Aboriginal Corporation reserves the right to withdraw permission and may request the tenant remove the pet.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



Smoking:

Tenants are prohibited from smoking in common areas, such as common meeting rooms, shared laundries, stairwells, hallways, entranceways and lift areas as set out in the *Smoke Free Environment Act 2000*. Smoking bans includes all types of cigarettes, cigars and pipes.

Being a Good Neighbour:

Tharawal Housing Aboriginal Corporation is committed to ensuring that all tenants are treated fairly and are not discriminated against. There is zero tolerance for harassment or discrimination towards any tenant. This includes verbal abuse, physical abuse, discrimination, and threatening behaviour relating to racial, religious, cultural or personal difference. All tenants are responsible for their own behaviour as well as additional occupants and visitors.

Tharawal Housing Aboriginal Corporation will not get involved in neighbourhood disputes unless there is breach of the tenancy agreement. Tenants are encouraged to try to resolve the disputes amongst themselves or with the assistance of mediation services. Tharawal Housing Aboriginal Corporation is able to make referrals for tenants who agree to Community Justice Centres.

It is not the role of Tharawal Housing Aboriginal Corporation to investigate matters of criminal activities. These matters will be referred to NSW Police to carry out an investigation. Tharawal Housing Aboriginal Corporation works closely with NSW Police and other agencies to ensure a safe environment for all tenants.

If a tenant is in breach of their tenancy agreement, Tharawal Housing Aboriginal Corporation will carry out a full investigation and, where appropriate, take action under the *Residential Tenancies Act 2010* that could result in a tenant's tenancy being terminated.

Rights to Peace and Quiet:

Tenants have a right to quiet enjoyment of their property as set out in **section 50** of the *Residential Tenancies Act 2010*.

Tharawal Housing Aboriginal Corporation will take all reasonable steps to ensure that staff and all neighbouring tenant do not interfere with the reasonable peace, comfort and privacy of a tenant. Tenants who interfere with the reasonable peace and comfort of other tenants will be in breach of their tenancy agreement.

Use of Property:

Tenants are permitted to use their property for legal activities that do not breach their tenancy agreement. As set out in **section 51** of the *Residential Tenancies Act 2010* tenants may not use their property for any of the following:

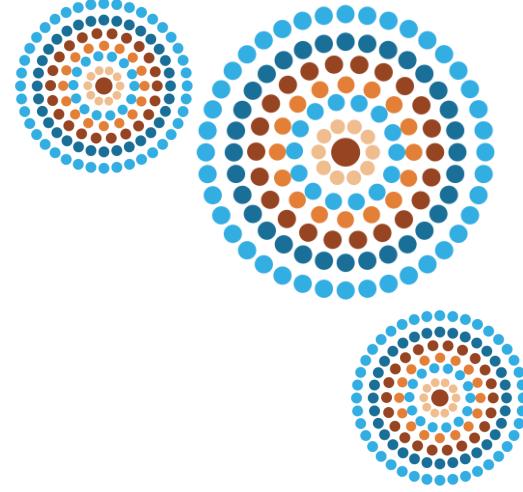
- Use their property for any illegal purpose, such as: storing of illegal goods, the manufacture, distribution or selling of illegal drugs

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



- Cause or allow anti-social behaviour
- Interfere with the peace, comfort or privacy of neighbours
- Intentionally cause or permit damage to the property
- Permit a number of person to reside the property than allowed

Tenants who have found to be in breach of any of the above may result in their tenancy agreement being terminated.

Running a Business from the Property:

Tenants who wish to run a business from their property must obtain approval in writing before operating. When considering a request to run a business, Tharawal Housing Aboriginal Corporation will consider the following:

- The tenants complies with any relevant legislations or regulations
- The tenant has a current public liability insurance policy appropriate to the type of business
- The tenant has obtained any required licences from the relevant authority
- The tenant has obtained approval from the local council and all other relevant authorities.

Tenants will be advised in writing within 28 days if there request to operate a business from their property is approved.

Tharawal Housing Aboriginal Corporation reserves the right to revoke consent to operate a business from a property if it interferes with the reasonable peace, comfort and privacy of other residents.

Abandoned Vehicles:

Tenants are not permitted to store cars, motorbikes, trailers or remains of a vehicles including parts and accessories in common areas. Tharawal Aboriginal Housing will consider a vehicle to be abandoned if:

- It is causing a health or safety hazard
- It is left behind by a current or former tenant
- The owner of the car cannot be found after all reasonable steps have been made to locate the owner's identity and whereabouts.

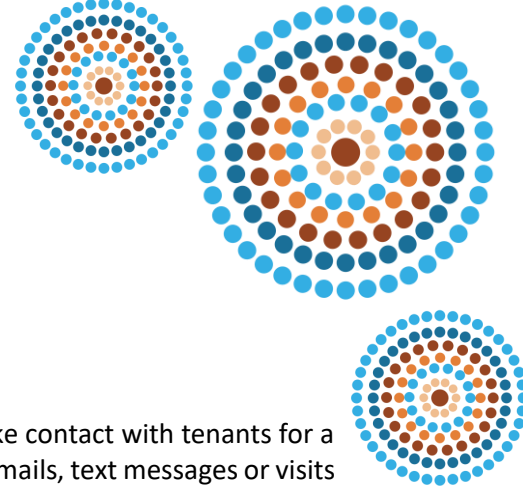
Tharawal Housing Aboriginal Corporation will give tenants or the owner 28 days to remove the items from the common area. Failure to remove the cars, motorbikes, trailers or remains of a vehicle including parts and accessories will result in an application being lodged with the NSW Civil and Administrative Tribunal for permission to remove and/or dispose of cars, motorbikes, trailers or remains of vehicles including parts and accessories

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



Contact with Tenants:

Tharawal Housing Aboriginal Corporation staff or representative will make contact with tenants for a number of reasons. Contact may be made in the form of phone, letters, emails, text messages or visits to the property.

Examples of reasons as to why tenants may be contacted:

- If a tenant has fallen into arrears, staff will first attempt to contact tenant via phone or mail. Failure to make contact will result in staff visiting the residential property.
- To check on the safety and well-being of tenants and/or occupants
- To carry out investigations
- To carry out inspections of the residential property
- Carry out maintenance

As a duty of care, tenants over the age of 45 (Aboriginal and Torres Strait Islander) or 60 years if non-Aboriginal will be contacted twice a year to check on their well-being.

If Tharawal Housing Aboriginal Corporation have any health or safety concerns for a tenant, attempts will be made to contact the tenant first. Failure to contact the tenant will result in the next of kin being contacted, if known, or discussions held with neighbours to confirm the tenant has been seen. If no one has seen or heard from the tenant, NSW Police will be notified and immediate entry to the property.

Access to the Property:

Tharawal Housing Aboriginal Corporation staff have a right to access any residential property 4 times a year to carry out routine inspections providing a tenant is given 7 days' notice in writing. Staff or representative of the organisation are only required to give tenants 2 days' notice to carry out maintenance works. Staff may visit tenants from time to time, providing consent is given.

Failure to give access to the property can result in an application being lodged with the NSW Civil and Administrative Tribunal for an access order. If an access order is granted the tenant will be advised in writing of the date and time Tharawal Housing Aboriginal Corporation will be attending the property. In the event an access order is granted, staff can enter the property without consent or the tenant being home. In the event the locks are changed, it is the tenant responsibility to attend the local office to obtain new keys.

In accordance with **section 55 and 57** of the *Residential Tenancies Act 2010*, staff or representative can access a residential property without consent in the following situations:

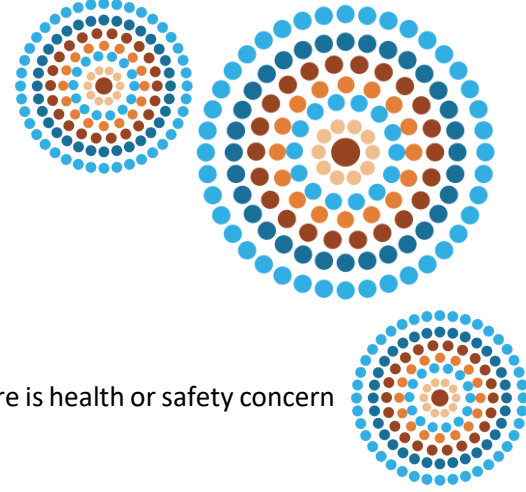
- To carry out urgent repairs
- Emergencies
- If it is believed the property has been abandoned

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



- If all avenues of attempt to access the property has failed and there is health or safety concern for the tenant or additional occupants.

What is an Additional Occupant

Is a person who was not a member of the household at the start of the tenancy agreement and who has since obtained written approval from Tharawal Housing Aboriginal Corporation to become a member of the household and, if applicable, charged rent.

What is an Unauthorised Additional Occupant

Is a person has not been approved as an additional occupant/s, who stays in a property for more than 28 days consecutively or 3 days or more per week.

What is a Visitor

A visitor is a person who comes and stays in a property for less than 28 consecutive days or less than 3 days per week. If a tenant wants a visitor to stay for more than 28 days, they will need to seek written permission outlining the need for the visitor to remain beyond 28 days. Each case is assessed on its own merit. Tharawal Housing Aboriginal Corporation reserves the right to decline a visitor to stay, and may request the visitor be listed as an additional occupant.

Request for Additional Occupant

Tenants are allocated properties based on their household compliment at the commencement of their tenancy. Therefore, a tenant must seek written permission before allowing additional persons to live in their property.

When a tenant puts in a request for an additional occupant, the tenant and the additional occupant need to be aware of the following:

- Approval will not be granted if it results in overcrowding of the property, except in circumstance of: birth, custody arrangements or to take care of children at risk of entering care.
- If approval is given, the rent will be reassessed and the additional person's income will be taken into account.
- The additional occupant will have no rights to the tenancy.

Tenants will need to complete an Application for Additional Occupant Form and provide identification, and proof of income and assets.

Assessing Request for Additional Occupants

Tharawal Housing Aboriginal Corporation have 28 days to assess an Application for Additional Occupant Form. When assessing an application, the following factors will be taken into account:

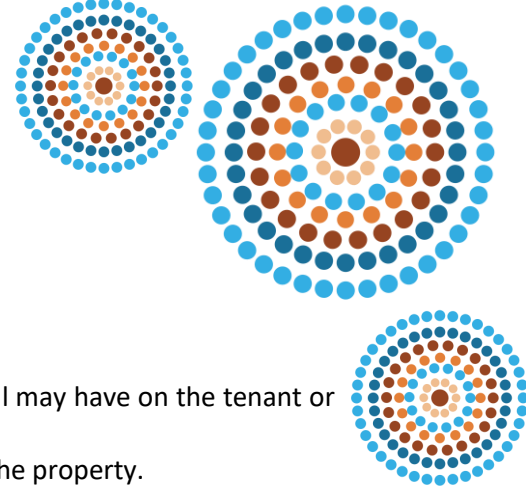
- Whether approval of additional occupant/s will result in overcrowding of the property.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



- Any medical needs and/or social and emotional impacts approval may have on the tenant or the additional occupant/s.
- Relevant polices, guidelines, legislations or leases that relate to the property.
- Whether approval of additional occupant/s will create noise, nuisance or any other social issues.
- Whether the tenant has a previous history with social housing.
- If the property meets the needs of the additional occupant/s.

Request Approved

If a request for additional occupant/s is approved, the tenant and the additional occupant will be advised in writing. The additional occupant/s will have no legal rights to the tenancy.

Request Declined

If a request for additional occupant/s is declined, the tenant and the additional occupant will be advised in writing along with the reason why the request was declined. The tenant will be advised of their right to appeal the decision.

What to do if an Additional Occupant leaves the property

When an additional occupant/s no longer resides in the property, it is the responsibility of the tenant to advise Tharawal Housing Aboriginal Corporation within 28 days.

Being away from your Home

Tharawal Housing Aboriginal Corporation will approve tenants to be absent from their property, providing:

- The tenant has arranged for all tenancy charges to be kept up to date.
- The property will continue to be maintained.
- The tenant has reasons to be absent from the property.
- The tenant has appointed someone to look after the property in their absence.

Tenants will need to complete an Appointment of an Agent Form, giving Tharawal Aboriginal Housing permission to discuss any tenancy relating issue in the absence of the tenant.

Acceptable Absences

Acceptable reasons for tenants to be absent from the property for up to six months:

- Caring for sick/frail family members.
- Hospitalisation, institutional care, respite, nursing home care or rehabilitations.
- Escaping domestic violence, harassment or threats of violence.
- Assisting with immigration matters in the country of origin.
- Holidays.
- Employment, education or training.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



Tenants will not be approved for repeated absences relating to holidays, assisting with immigration matters in the country of origin or employment/training.

Dealing with Breaches:

Tharawal Housing Aboriginal Corporation will work with all tenants to assist and support them in meeting their tenancy obligations. Tharawal Housing Aboriginal Corporation offers a wrap-around service to all tenants to promote and encourage support, health, welfare and engagement. Tenants have access to a wide range of services internally.

When a breach is substantiated, Tharawal Housing Aboriginal Corporation will take all reasonable steps to engage with tenants to resolve the matter. This may include:

- Entering into a reasonable payment arrangement, if their breach relates to non-payment, or late payment of tenancy charges.
- Negotiate an arrangement for the tenant to stop breaching their tenancy agreement.
- Issue warning letters.
- Issue Notice of Termination.
- Apply for a Specific Performance Order from the NSW Civil and Administrative Tribunal.
- Apply for an order of Termination and Possession from the NSW Civil and Administrative Tribunal.

Issuing Notice of Terminations:

Tharawal Housing Aboriginal Corporation may issue tenants with a Notice of Termination in accordance with the *Residential Tenancies Act 2010* in the following situations:

If a tenant falls behind in rent or water by more than 14 days, a notice of termination will be issued **under section 87**. If the tenant fails to get the rent or water accounts up to date before the notice of termination expires, Tharawal Housing Aboriginal Corporation will lodge an application with the NSW Civil and Administrative Tribunal, at which time an order will be sort for the tenant to enter into a payment arrangement to clear the arrears. Failure to comply with the order may result in Tharawal Housing Aboriginal Corporation seeking an order to terminate the tenancy agreement.

If a tenant or household member is found to have used the residential premises for illegal purposes, a notice of termination will be **issued under section 91**. Tharawal Housing Aboriginal Corporation will lodge an application with the NSW Civil and Administrative Tribunal at which time an order will be sort to terminate the tenancy agreement. **Tharawal Housing Aboriginal Corporation has zero tolerance for illegal use of premises.**

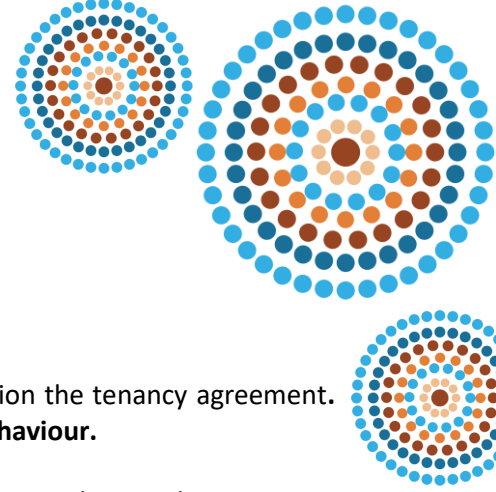
If a tenant or household member is found to have caused injury to another tenant or staff member of Tharawal Housing Aboriginal Corporation. A notice of termination will be issued **under section 90**. Tharawal Housing Aboriginal Corporation will lodge an application with the NSW Civil and

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



Administrative Tribunal, at which time an order will be sort to termination the tenancy agreement. **Tharawal Housing Aboriginal Corporation has zero tolerance for this behaviour.**

If a tenant has serve and/or on-going property care issues, Tharawal Housing Aboriginal Corporation will take all reasonable steps to assistance the tenant in cleaning the property to a health and safety standards. If all attempts fail, Tharawal Housing Aboriginal Corporation may issue a notice of termination **under section 87**. An application may be lodged with the NSW Civil and Administrative Tribunal at which time an order will be sort to rectify the breach. In severe circumstances, an order may be sort to terminate the tenancy agreement.

If a sole tenant passes away and there are no other additional occupants in the household, Tharawal Housing Aboriginal Corporation may issue a notice of termination **under section 108** to formally end the tenancy agreement.

If a tenant is residing in a property that is required for management grounds or redevelopment and the tenant has been offered two reasonable offers of alternative social housing and has declined reasonable attempts by Tharawal Housing Aboriginal Corporation to relocate them, Tharawal Housing Aboriginal Corporation will issue a notice of termination **under section 149**. An application will be lodged with the NSW Civil and Administrative tribunal to termination the tenancy agreement, in accordance with the procedures approved by the minister.

Please note, there are other grounds in which a notice of termination may be issued to tenants. For further information on grounds for issuing a notice of termination, refer to the *Residential Tenancies Act 2010*. Tharawal Housing Aboriginal Corporation complies with all legal and legislative requirements.

When a notice of termination is issued, it does not mean the tenant needs to immediately vacate the premises. In order for Tharawal Housing Aboriginal Corporation to terminate residential tenancy agreements, orders must be sort from the NSW Civil and Administrative Tribunal.

Going to NSW Civil and Administrative Tribunal:

Both Tharawal Housing Aboriginal Corporation and the Tribunal will advise when Tharawal Housing Aboriginal Corporation has lodged an application with the NSW Civil and Administrative Tribunal in writing. All tenants are encouraged and required to attend hearings set with the NSW Civil and Administrative Tribunal. Failure to attend could result in orders granted that the tenant may not necessarily agree with. Tenants are encouraged to seek advice from Tenants Advice and Advocacy Service.

Specific Performance Order:

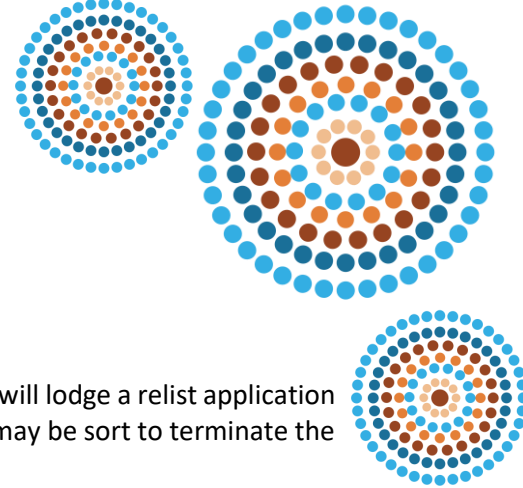
A Specific Performance Order is an order granted by the NSW Civil and Administrative Tribunal. It is an order that requires a tenant to correct a breach in their tenancy agreement. The order is granted under **section 87** of the *Residential Tenancies Act 2010*. If a Specific Performance Order is granted and

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



the tenant breaches the order, Tharawal Housing Aboriginal Corporation will lodge a relist application with the NSW Civil and Administrative Tribunal at which time and order may be sought to terminate the tenancy.

Orders of Termination and Possession:

A termination and possession order is an order granted by the NSW Civil and Administrative Tribunal. A termination order legally terminates a tenancy agreement between all parties and states the date in which the tenant must vacate possession.

If the tenant fails to move out of the property and return the keys to the local office on the date specified, Tharawal Housing Aboriginal Corporation will apply for a Warrant of Possession for the NSW Sheriff's Office to evict the tenant.

Ending a Tenancy:

Reasons for Ending a Tenancy Agreement (landlord)

Tharawal Housing Aboriginal Corporation may end a tenancy agreement in the following circumstances:

- When a tenant or occupant breaches their tenancy agreement
- When a sole tenant passes away
- Management Grounds – when the property is either being sold or is no longer habitable
- At the end of a fixed term agreement and the tenant is no longer eligible for affordable housing
- Serious breaches in accordance with the *Residential Tenancies Act 2010* either committed by the tenant/household member.
- When the tenant abandons a property
- When a tenant is transferred into alternative housing, nursing home, gaol or longer-term care
- If the tenant or their spouse owns a property that they could reside in or sell.

Reasons for Ending a Tenancy Agreement (tenant)

A tenant may end a fixed term tenancy agreement on or before the end of the fixed term. When a tenant wishes to end their tenancy agreement before the end of a fixed term, they are required to give 14 days' notice in writing. When a tenant wishes to end a continuous tenancy agreement, they are required to give 21 days' notice in writing. Tharawal Housing Aboriginal Corporation will not object to a tenant's request to end their tenancy agreement.

If a tenant fails to give sufficient notice prior to vacating their property, Tharawal Housing Aboriginal Corporation reserves the right to charge the tenant an additional 14 or 21 days rent, depending on what form of notice was required. A tenant is not required to give notice of intent to vacate in the following situations:

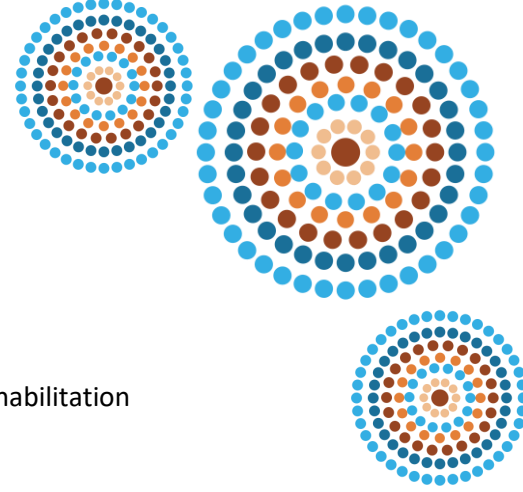
- When a tenant is incarcerated

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



- When a tenant is moving into permanent care; nursing home, rehabilitation
- When a tenant is escaping domestic or family violence
- When a tenant is at risk.

A tenant may end a tenancy agreement in the following circumstances:

- If they no longer wish to reside in the property
- If they are relocating to another state
- If they have found alternative housing.

Landlord's Responsibility at the End of a Tenancy

At the end of a tenancy, Tharawal Housing Aboriginal Corporation will undertake the following actions:

- Carry out a pre-vacate inspection with the tenant or a representative of the tenant (where possible)
- Reconcile tenant's accounts and advise tenant in writing of any debits or credits owing
- Arrange for any credits remaining on the accounts to be refunded to the tenant
- Carry out a full property inspection once the tenant has vacated the property.
- Complete an outgoing Property Condition Report
- Advise the outgoing tenant in writing of any damages, good or rubbish left in the property.
- Allow the outgoing tenant 14 days to rectify any issues identified as tenant damage.
- Arrange for any repairs or maintenance to be carried out on the property. In the event work orders are raised because of tenant damage, Tharawal Housing Aboriginal Corporation has 30 days from the date the works are finalised to take tribunal actions against the formal tenant to recovery.
- Dispose of any goods left in the property in accordance with the *Residential Tenancy Act 2010*.

Tenant's Responsibility at the End of a Tenancy

At the end of a tenancy, a tenant is responsible for ensuring the following:

- All personal items and goods are removed from the property
- The property is clean
- The property is returned in a similar matter in which it was leased to them, minus fair wear and tear
- Securing the property and returning the keys to the local office.
- Attend a joint property inspection with a representative from Tharawal Aboriginal Housing.

Abandoned Properties

Tharawal Housing Aboriginal Corporation will consider a property to be abandoned by a tenant in the following situations:

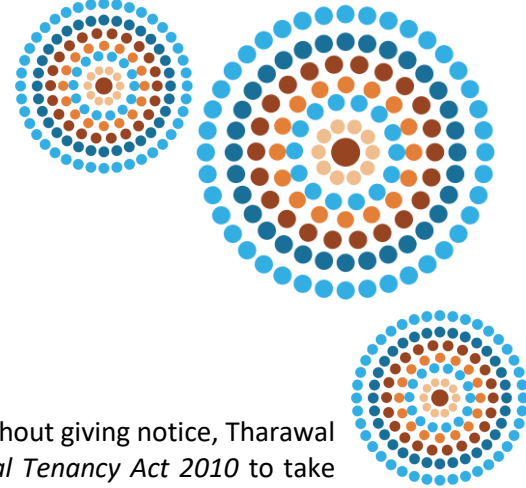
- Failure to pay rent in accordance with their residential tenancy agreement
- Notification from other residents that the tenant or occupants have not been seen for some time
- All avenues to contact the tenants or occupants have failed.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



- No connection of power or gas to the residence.

If it is suspected the tenant and occupants have vacated the property without giving notice, Tharawal Aboriginal Housing will take action under **section 106** of the *Residential Tenancy Act 2010* to take immediate possession of the property.

Dealing with Goods Left in a Property

Once possession of a property is given to Tharawal Housing Aboriginal Corporation, a staff member and a witness will attend the property within 2 working days to carry out an inspection. Staff will arrange for any rubbish or perishable items to be disposed in accordance with **section 128** of the *Residential Tenancy Act 2010*. Staff will take photos and an inventory of any non-perishable goods left behind.

A disposal notice is issued to the former tenant advising that they have 14 days to collect goods and 90 days to collect personal documents. Failure to collect within the time frame will result in Tharawal Housing Aboriginal Corporation disposing of goods by selling them or any other lawful matter in accordance with **section 127, section 130** and **section 131** of the *Residential Tenancy Act 2010*.

A disposal notice will be given to the former tenant in the following ways:

- In writing
- By post to the former tenant or their legal personal representative at the last forwarding address known
- Orally in person or by phone.

Personal documents:

- Birth certificate, passport or other identity documents
- Bank books and/or other financial statements/documents
- Photographs and other personal memorabilia
- Licences or other documents granting authorities, rights or qualifications
- Any other record or class record prescribed by the regulations

Personal documents not claimed within 90 days from the date of notice will be returned to the authority that issued them or, if not practical, they will be disposed of in a lawful manner. No personal information will be publicly available.

Prior to any goods being disposed of, Tharawal Housing Aboriginal Corporation will arrange for a valuer to appraise the goods prior to disposal. Goods valued under \$500.00 will be disposed of. If the goods are valued at over \$500.00, Tharawal Housing Aboriginal Corporation will arrange for the goods to be placed storage for up to 3 months. After this time, the goods may be sold or auctioned off.

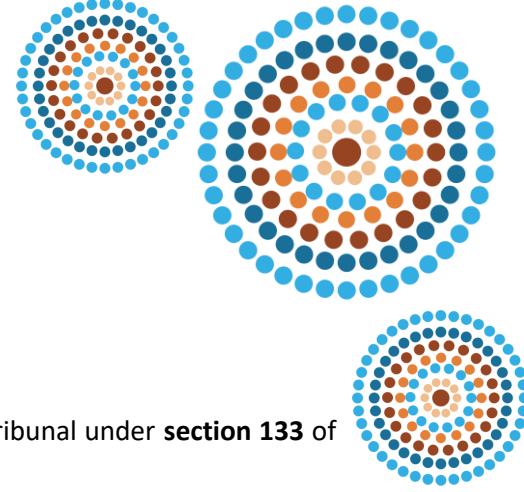
Former tenants will be charged a daily occupation fee equal to the rent that would have been paid under their residential tenancy agreement for each day the goods are left in the residential premises. The total amount charged cannot exceed the total amount of rent payable for 14 days.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy



Tharawal Housing Aboriginal Corporation may seek direction from the tribunal under **section 133** of the *Residential Tenancy Act 2010* if issues arise on disposal of goods.

Accounts at the End of a Tenancy:

At the end of a tenancy all accounts will be reconciled, tenants will be advised in writing of any debts or credits. If there is any credit remaining, a refund will be issued to the head tenant. If there is any debt owing, the head tenant will be required to enter into a payment arrangement to clear the debt. Debts remaining on accounts will be recorded on the head tenant's file where permitted by law.

Appeals and Complaints:

If a tenant believes the decision made by Tharawal Housing Aboriginal Corporation was incorrect, they should first discuss their concerns with their local office. If the tenant still believes the decision is wrong, the tenant has the right to ask for a formal review as per Tharawal Housing Aboriginal Corporation Appeals and Review decision.

Decisions made to end a tenancy agreement for a tenant who has not accepted a final reasonable offer of alternative accommodation when relocating on management grounds are subject to a comprehensive review process as set out in Section 149 of the *Residential Tenancy Act 2010* and the Procedures Approved by the Minister for Reviews Under Section 149 of the *Residential Tenancy Act 2010*.

The tenant cannot ask for a formal review for debt or charges imposed by the NSW Civil and Administrative Tribunal. The role of the NSW Civil and Administrative Tribunal is to resolve disputes between tenants and landlords.

Compliance

NSW Housing Act 2001
Privacy and Personal Information Protection Act 1998
Aboriginal Housing Act 1998
Residential Tenancy Act 2010

References

This Policy should be read in conjunction with:
NSW Affordable Housing Ministerial Guidelines
AHO: Confirmation of Aboriginality Policy