

As an Aboriginal organisation, our vision is for stronger and healthier families and communities through the provision of sustainable, quality housing and related services.



Housing Policy

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Approved by	Board of Directors	Responsible Officer	Operations Manager

Policy Statement

The housing policy informs of the overall process by which application for a Residential Tenancy with Mid Lachlan Aboriginal Housing Management Cooperative Ltd (MLAHMC) may be made.

It further outlines the way in which MLAHMC will operate such tenancies from inception and maintenance of the tenancy; to ending the tenancy. This policy applicable is to all housing stock managed, that is managed, by any means, by MLAHMC. It is to be applied by all persons in and of MLAHMC who have any dealings with or who make decisions affective of housing management by MLAHMC.

The procedures contained herein provide the mechanisms which provide the means to tenancy management. All matters of tenancy are to be dealt with in accord with the NSW Residential Tenancies Act 2010.

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MAKING AN APPLICATION FOR HOUSING

The purpose of this policy is to have a clear process for applying for housing that respects local decision-making powers of the MLAHMC.

Applicants are to complete a MLAHMC application form

Applicants to provide current proof of income for all persons included who are aged 18 years & over and a current rent receipt (if applicable).

Applicants must provide confirmation of Aboriginality as asserted by the housing provider for which he/she is seeking tenancy; or

Aboriginality is to be certified by the NSW Aboriginal Housing Office (AHO) declaration form

Application forms are available from all participating Aboriginal Housing Provider offices as well as central office.

Completed applications can be lodged at any of the MLAHMC offices in person, by fax, mail or email. If received at a local office the application will be forwarded to the central office within 1 working day to be placed on waiting list.

The time and date first received will form the priority date of the applicant. MLAHMC will send an acknowledgment letter to the applicant when they receive the application.

The MLAHMC office staff will ensure the application is complete and make a preliminary assessment to be forwarded to MLAHMC Board of Management, using the eligibility criteria of MLAHMC. The MLAHMC board will determine eligibility based upon application received.

Applications for housing and rehousing will be grouped into the correct bedroom categories based on the number of people to be housed.

Applicants for housing under the age 18 years will be assisted to access suitable alternative accommodation

Written confirmation is required for any special needs or circumstances e.g. specialist reports or doctors' reports.

ELIGIBILITY FOR HOUSING

Includes:

- HACP PROPERTIES
- NPARIAH Properties (remote new supply)
- Subleased properties under the Build and Grow Housing Strategy
- Properties managed by MLAHMC on behalf of another Aboriginal community housing provider

Does not include Employment Related Accommodation (ERA).

For an applicant to be eligible for all properties including HACP funded properties; and to be placed on the MLAHMC waiting list, the applicant must in accordance with HACP policy requirements provide a proof of Aboriginality and be within the current income limits in line with AHO policies:

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 18years or older, that are to be housed with the applicant.

Household income is the total gross income (i.e. before tax) of all household members, (18years and over) receiving income including:

- Wages
- Pensions and allowances
- Interest & income on investments

Household income is the total gross income based upon NSW AHO & Housing NSW Assessable Income (i.e. before tax) of all household members 18 years and over including:

Wages

Pensions and allowances

Interest on investments

Income Eligibility Criteria

Membership of participating Aboriginal Housing Provider where the provider's policy states and MLAHMC has been advised of this requirement

Where the property to be tenanted is a Housing Aboriginal Community Program property the tenancy application is to be referred to the NSW Aboriginal Housing Office for their approval.

INELIGIBILITY for HOUSING

Applicants are considered ineligible for HACP housing in the following circumstances:

- the combined weekly income is above the amount allowed for the size of the household
- they are or were (until recently) current property owners or part owners
- they have sufficient assets to be able to solve their own housing need
- they are already a tenant with another social housing organisation including Land Councils & Aboriginal Companies, the Housing NSW (HOUSING NSW) or AHO and are suitably housed
- they are unable to provide sufficient proof of Aboriginality
- they fail to provide relevant information requested by MLAHMC or the AHO
- where the applicant has an existing debt to the housing provider that provider may deem the applicant to be ineligible until such time as the debt is paid or the provider may allow the tenancy where the applicant enters into a suitable, to the housing provider, arrangement to service the debt.

Special or Extenuating Circumstances

There could be applicants who at first appear to be ineligible but have extenuating circumstances that override the normal eligibility criteria. Documentation of any extenuating circumstances will need *to be provided for determination of eligibility*.

Extenuating circumstances may include:

- Severe domestic violence in the household (supported by police reports, AVO"s or other relevant documentation)
- Medical or disability if current housing is unsuitable (medical reports required must be provided by a specialist)
- Do not have access to other forms of housing e.g. remote communities
- Substandard accommodation/severe overcrowding (with evidence by Housing NSW, ACHP)

Housing Former Tenants

MLAHMC will consider applications for housing from former tenants;

- Only when all arrears or outstanding debt owed are paid to relevant participating provider or repayment agreement in place
- Former tenants with any arrears or outstanding debt owed will only be considered eligible for only 3mth lease agreement, which will be reviewed after 3mths for possible offer of further lease extension
- Former tenants without debt to the organisation will assessed for placement on the housing waiting list.
- All former tenants must meet the eligibility criteria to be placed on housing waiting list for both non HACP and HACP funded properties.

Employment Related Accommodation

- ERA properties are specifically for Aboriginal people who are currently undertaking recognised study. The Aboriginal Housing Office policy and guidelines will apply to ERA properties.

Housing Waiting List

Waiting List Management

- The application number will identify applicants, not by name, to protect confidentiality as per privacy legislation.
- Applicants will be listed in date order based on application
- Applicants will be listed according to bedroom category need

Reviewing the Waiting List

The waiting list will be reviewed every 6 months at a fully constituted MLAHMC board meeting

Applicant Review:

- All applicants are to be contacted in writing before the review to see if they still need housing and if their circumstances (the details on file) are correct.

- Applicants will need to return the review form within 28 days of receipt.
- If the event of no reply being received the applicant they will be ineligible for housing until such time as a completed review form is returned to MLAHMC.
- If they reply after the 28 day period, they will keep their spot on the list ONLY IF they have reasonable ground for not replying in time.
- If it's NOT considered reasonable grounds, they will lose their spot on the list and have to reapply.

Change in circumstances

Any changes in circumstances from original application will require applicant to reapply for determination of eligibility. Supporting documents will be required to prove change in circumstances.

Property Allocation

- MLAHMC will use the Housing NSW Pathways waiting list for all tenancy applications. Where a property has been headleased by an Aboriginal community housing provider to the AHO and subleased by Mid Lachlan, consultation will also take place with the Headlessor.
- MLAHMC will match applicants to properties that are appropriate to their needs and where possible their preferences.
- MLAHMC will allocate properties based upon endorsed waiting list to match houses to applicant needs.
- Prior to any allocation, MLAHMC will reassess the applicants needs or for any change in circumstances and the applicants current eligibility for housing.
- Applicants for allocations of any HACP properties will be required to meet the HACP eligibility criteria.
- MLAHMC board will notify the successful applicant of an allocation approval in writing.
- Successful applicants will have 7 days in which to accept or refuse an offer of allocation in writing. Applicants are entitled to view property offered only accompanied by MLAHMC staff.
- MLAHMC applicants are entitled to refuse only one offer of housing.
- Any applicant who refuses a house will need to provide supporting documentation and evidence.
- Any applicant who refuses a house without suitable supporting documents will forfeit their existing position on waiting list and be treated as a new applicant.

MLAHMC recognises the importance of limiting vacant housing for the protection of the property and the overall viability of MLAHMC.

Vacant Housing

- Vacant turnaround time will be as short as possible - no more than 28 days.
- When a house becomes vacant the next eligible applicant will be requested to update their eligibility for housing; in order tenant the property as soon as is practicable
- When a house is vacated it will be inspected and a Condition Report done under the terms of the NSW Residential Tenancy Agreement 2010

- The previous tenant will be liable for outstanding rent & arrears, and costs of any repairs to damage other than normal wear and tear. Orders will be sought in the NCAT, and the matter referred to a collection agency if needed.

Starting a Tenancy

MLAHMC require a bond and two weeks rent in advance for MLAHMC and AHO owned properties in accordance with the NSW Residential Tenancy Act 2010. This will be implemented to new tenancies only and not retrospectively.

Signing up a new Tenant

All new MLAHMC tenants will be provided at the commencement of their tenancy with an information package outlining the MLAHMC structure, policies and procedures and office contacts.

On beginning a tenancy the following documents are to be issued to the tenant:

- A copy of Residential Tenancy Agreement
- 2 copies of condition report (one to be completed and returned)
- A copy of Renting Guide
- Receipt for Rent & Bond (if applicable)
- A set of property keys for each listed tenant; the tenant(s) to sign "receipt of keys" form
- Rent account, agent numbered bank deposit book / Centrepay application / Direct Debit form if held
- Contact numbers - emergency trades, office numbers, Tenants Advice & Advocacy Service
- MLAHMC information package
- Update applicant file to create a tenant file, containing the following documents:
 - Tenancy Agreement
 - Signed "receipt of keys" form
 - Second copy of condition report (completed by tenant)
 - Bond lodgement details (if applicable)

The following will be explained to the tenant by the Property Manager at sign up:

- The tenancy agreement, and the terms and conditions
- Condition Report
- Rights and responsibilities of both the landlord and tenant under the Residential Tenancies Act 2010
- Rent arrears process

- Process for requesting repairs and maintenance including emergency contacts for out of business hours
- Tenant rights & responsibility for repairs and maintenance
- Complaints and appeals process
- Features of the house - appliances, fixtures etc. (e.g. hot water system, heating, fuse box)

Access to Property

Accessing of properties will be in accord with the NSW Residential Tenancies Act 2010:

Without the consent of the tenant

Without giving notice to the tenant, only in the following circumstances:

- In an emergency,
- To carry out urgent repairs,

After giving notice to the tenant, only in the following circumstances:

To inspect the residential premises, not more than 4 times in any period of 12 months; minimum 7 days written notice each time,

To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the residential premises; minimum 2 days written notice,

To carry out, inspect or assess the need for work for the purpose of compliance with the landlord's statutory obligations relating to the health or safety of the residential premises, minimum 2 days written,

Entry with tenant's consent

The landlord, the landlord's agent or any other person authorised by the landlord may enter the residential premises at any time during the residential tenancy agreement with the consent of the tenant

Limits on entry by landlord or others without consent

- A landlord, the landlord's agent or other person who enters residential premises under a right to enter the premises without the consent of the tenant:
- Must enter the premises between the hours of 8.00 am and 8.00 pm, and
- Must not enter on a Sunday or a public holiday, and
- Must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the residential premises, and
- Must, if practicable, notify the tenant of the proposed time and day of entry.

- A person authorised by the landlord or landlord's agent must not enter residential premises under a right to enter the premises without the consent of the tenant unless:
- The person first obtains the written consent of the landlord or landlord's agent, and
- The person produces the consent to the tenant if the tenant is at the premises.

This section does not apply to entry:

- As agreed with the tenant, or
- In an emergency, or
- To carry out urgent repairs, or
- If the landlord forms a reasonable belief that the premises have been abandoned, or
- In accordance with an order of the Tribunal.

Mutual Exchange

(Swapping Houses between Tenants)

Conditions are as follows:

- All requests must be in writing
- Both tenants' rents are up to date
- Any tenant damage needs to be fixed by the responsible tenant prior to any exchange being approved
- The Property Manager is to sight all repairs to both premises before the mutual exchange (swap) is to take place
- Both tenants must agree to pay the set rental amount for the property they transfer to (enter into new residential tenancy agreement, including ingoing condition report)
- Tenants are responsible for any costs incurred due to mutual exchange
- Written approval from MLAHMC needs to be provided to both tenants before current tenants are able to transfer between houses managed by MLAHMC.
- Transfers are to occur on the same date with a new Residential Tenancy Agreement (including ingoing condition report) being completed and signed with two weeks rent paid in advance on signing.

<p>Other factors may be taken into consideration and mutual exchange may not be guaranteed. MLAHMC will make a decision based on case by case basis.</p>

Absence from Property

- Tenants are required to inform MLHAMC in writing where possible or by telephone or in person of any absence from their property where that absence is to be longer than 30 days.
- This is to ensure that the property is not treated as abandoned and to satisfy disclosure obligations to property insurers re: unoccupied properties.

- Tenants will be informed that Under the Residential Tenancies Act they will be responsible for rent during absence from property.
- Tenants will be required to contact MLAHMC to advise if absence will be longer than the original agreed absence.

Abandonment of residential premises

The following indicators may prompt a belief that the tenant has abandoned the premises:

- the failure by the tenant to pay rent under the residential tenancy agreement,
- any evidence that the tenant no longer resides at the premises,
- any failure by the tenant to carry out any obligations relating to the residential premises under the residential tenancy agreement.

Factors may include:

- Tenant is non-contactable
- Evidence of overgrown yard/garden
- Mail/newspapers/magazines/junk mail collecting
- Electricity/Telephone have been disconnected
- Neighbours have no sighting of the tenant or other occupants
- View through windows reveals little or no items of furniture

Make an immediate application to the NCAT seeking orders for immediate vacant possession of the premises to the landlord and seeking unpaid rental arrears.

SUCCESSION OF TENANCY

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

Other factors may be taken into consideration and succession of tenancy may not be guaranteed. MLAHMC will make a decision based on case by case basis.

The following rules will apply:

Situation	Succession to...
The tenant passes away and....	
Residing Aboriginal spouse	Succession to Aboriginal spouse
Residing non-Aboriginal spouse, no children residing	Seek rehousing options for Non Aboriginal spouse & apply to Tribunal for vacant possession (90 days notice to vacate)
Residing non-Aboriginal spouse, Aboriginal children residing	Succession to Non Aboriginal Spouse until youngest Aboriginal child turns 18yrs
Aboriginal children only residing	Succession to guardian of children until youngest Aboriginal child turns 18yrs
The tenant leaves due to family breakdown or other circumstances and...	
Residing Aboriginal spouse	Succession to spouse

Residing non-Aboriginal spouse, no children residing	Seek rehousing options for Non Aboriginal spouse & apply to Tribunal for vacant possession (90 days notice to vacate)
Residing non-Aboriginal spouse, Aboriginal children residing	Succession to Non Aboriginal Spouse until youngest Aboriginal child turns 18yrs

All applications for succession of tenancy will be dealt with at the discretion of MLAHMC in accord with the NSW Residential Tenancy Act 2010

The criteria to be considered by MLAHMC in making its determination are as follows:

- All requests for succession of tenancy must be in writing
- The property manager will make an initial assessment and report and recommendation
- The applicant for succession must meet tenancy eligibility criteria
- No overcrowding is to occur as a result of the succession
- No applicant will be granted a succession of tenancy if they have an unpaid tenancy debt
- An application for succession of tenancy for a non-household member will only be considered where there is no existing adult household member
- A new tenancy shall be instigated if the succession is granted

REHOUSING

Due to low levels of stock, MLAHMC is not able to offer immediate rehousing, or guarantee rehousing through MLAHMC. We will however maintain a register of tenants who demonstrate a need for alternative accommodation

MLAHMC Tenants who are inadequately housed (due to medical needs etc.) will be required to provide evidence of the unsuitability of their house. See below table

MLAHMC will endeavour to assist the tenant in obtaining suitable accommodation. This may include, but is not limited to:

- Assisting tenant to apply for mutual exchange (See Mutual Exchange Policy)
- Referring to other social housing, e.g. Housing NSW
- Applying to funding agencies for special needs property (purchase, construct or head lease suitable property)
- Modifying their current property to meet needs (e.g. ramps, grab rails, extensions)
- MLAHMC will be responsible for final decision for Rehousing application. MLAHMC will notify applicants for rehousing of its decision in writing.
- Successful applicants for rehousing will be placed on a rehousing waiting list.

SQUATTERS

Squatters/trespassers (Unauthorised Occupants)

The tenant(s) on the residential agreement is to be the legal occupant of the premises at all times.

MLAHMC will advise any unauthorised occupant in person to vacate the premises or legal action will be taken to remove them as a trespasser.

If an unauthorised occupant (squatter/trespasser) refuses to vacate a MLAHMC property the Property Manager will contact the local Police station and have the squatter charged and removed under section 4 of the Inclosed Lands Protection Act 1901 and provide them where necessary with;

- Tenancy Agreement for the subject premises (for the legal occupant of the property under the Residential Tenancies Act); and
- Management or Head lease Agreement (to manage the property on behalf of the owner/funding body)

If local Police fail to carryout removal of unauthorised occupant under section 4 of the Inclosed Lands Protection Act 1901, MLAHMC will refer matter to Police Regional Command to remove squatters/trespassers.

NSW Civil and Administrative Tribunal (NCAT)

When MLAHMC becomes aware of a breach (other than rent arrears):

MLAHMC will issue a written warning, delivered in person or if unable through ordinary mail that the tenant has breached their residential agreement.

MLAHMC will negotiate a timeframe and conditions for the breach to be rectified. This agreement will take into account the nature of the breach, and the circumstances of the tenant. This agreement will be put in writing and signed by the tenant and MLAHMC.

If the breach is not rectified within the negotiated period, MLAHMC will proceed to the NCAT

The tenant will be informed of this process by MLAHMC, in person where possible.

The order sought will be as per the following table:

Reason	Order Note: SPO means Specific Performance Order
Tenant Damage – Minor	SPO (to fix damage)
Tenant Damage – Major	Termination & Vacant Possession
Nuisance & Annoyance	SPO (to stop behaviour) 1 st breach Termination & vacant possession thereafter
Access to property (inspection / repair)	SPO (to access property and/or undertake repairs)
Abandonment	Vacant Possession
Illegal Activity at Premises: Using house as a business	SPO / Termination & Vacant Possession
Criminal activity	Vacant Possession
Permitting damage to common areas, parks, BBQ areas etc	SPO / Termination & Vacant Possession

The MLAHMC representative must have formal Authority to Act, and be the representative for the proceedings.

MLAHMC will request a re-listing option for any orders obtained, to allow MLAHMC to return to NCAT for any continuing breach of a NCAT order.

The worker will need to take the following documents to the hearing, as well as provide copies for the member and tenant:

- Authority to act
- AHO Registration Certificate
- Entire Tenancy Agreement (part 1 and 2)
- Management Agreement
- Copy of application to the tribunal
- Rental history
- Tenancy history
- Tenant File
- Property File
- Staff Diary
- Completed Tribunal Notes

The following will apply if the tenant does not comply with the Order:

- If the original order is an SPO...
 - Proceed for Vacant Possession order through Tribunal
- If the original order is for Vacant Possession...
 - Engage Sheriff's Office to take possession of the property through Tribunal

Under no circumstance will any staff member open the vacant possession order from NCAT. If the seal is broken the order NCAT is invalid.

ENDING A TENANCY

Termination of a Residential Tenancy may only be granted by an order of the NCAT or by the tenant voluntarily vacating the tenancy; either in response to a termination notice or otherwise.

Termination by notice and vacant possession

A residential tenancy agreement terminates if a landlord or tenant gives a termination notice in accordance with this Act and the tenant gives vacant possession of the residential premises.

Termination by order of Tribunal

A residential tenancy agreement terminates if the Tribunal makes an order terminating the agreement under this Act.

Termination notices

- A termination notice must set out the following matters:
 - The residential premises concerned,
 - The day on which the residential tenancy agreement is terminated and by which vacant possession of the premises is to be given,
 - If the notice is not given under section 84, 85, 96 or 97, the ground for the notice,
 - Any other matters prescribed by the regulations.
 - A termination notice must be in writing and be signed by the party giving the notice or the party's agent.
-
- A termination notice for a periodic agreement may specify a day other than the last day of a period for the payment of rent as the termination date.

Termination notices for non-payment of rent

A termination notice given by a landlord on the ground of a breach of the residential tenancy agreement solely arising from failure to pay rent (a "**non-payment termination notice**") has no effect unless the rent has remained unpaid in breach of the agreement for not less than 14 days before the notice is given.

A non-payment termination notice is not ineffective merely because of any failure of the landlord or the landlord's agent to make a prior formal demand for payment of the rent.

A non-payment termination notice must inform the tenant that the tenant is not required to vacate the residential premises if the tenant pays all the rent owing or enters into, and fully complies with, a repayment plan agreed with the landlord.

Despite any other provision of this Part, a landlord may apply to the Tribunal for a termination order before the termination date specified in a non-payment termination notice. The Tribunal must not consider any such application until after the termination date.

Termination and repossession on ground of non-payment of rent

This section applies if a landlord gives a tenant a non-payment termination notice.

The Tribunal must not make a termination order on the ground set out in the notice if the tenant pays all the rent owing or enters into, and fully complies with, a repayment plan agreed with the landlord.

A termination of the residential tenancy agreement solely on the ground of non-payment of rent, and any warrant for possession issued as a result of any order for possession, cease to have effect if the tenant pays all the rent owing or enters into, and fully complies with, a repayment plan agreed with the landlord and the tenant has not vacated the residential premises.

If a tenant repays all the rent owing or enters into, and fully complies with, a repayment plan agreed with the landlord, the landlord must notify:

The Tribunal may, on application by a landlord, make a termination order despite subsection the above paragraphs if it is satisfied that the tenant has frequently failed to pay rent owing for the residential premises on or before the day set out in the residential tenancy agreement.

Serious damage or injury by tenant or other occupant

The Tribunal may, on application by a landlord, make a termination order if it is satisfied that the tenant or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted:

Serious damage to the residential premises or any neighbouring property (including any property available for use by the tenant in common with others), or

injury to the landlord, the landlord's agent, an employee or contractor of the landlord or the landlord's agent, or an occupier or person on neighbouring property or premises used in common with the tenant.

The termination order may specify that the order for possession takes effect immediately.

A landlord may make an application under this section without giving the tenant a termination notice.

Use of premises for illegal purposes

By application from a landlord, the NCAT may make a termination order if it is satisfied that the tenant or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted:

the use of the residential premises or any property adjoining or adjacent to the premises (including any property that is available for use by the tenant in common with others) for the purposes of the manufacture, sale, cultivation or supply of any prohibited drug within the meaning of the *Drug Misuse and Trafficking Act 1985*, or

the use of the residential premises for any other unlawful purpose and that the use is sufficient to justify the termination.

The termination order may specify that the order for possession takes effect immediately.

A landlord may make an application under this section without giving the tenant a termination notice.

Tribunal may terminate residential tenancy agreement for threat, abuse, intimidation or harassment

The Tribunal may, on application by a landlord, make a termination order if it is satisfied that the tenant, or any person who although not a tenant is occupying or jointly occupying the residential premises, has:

Seriously or persistently threatened or abused the landlord, the landlord's agent or any employee or contractor of the landlord or landlord's agent, or caused or permitted any such threats, abuse or conduct, or

Intentionally engaged, or intentionally caused or permitted another person to engage, in conduct in relation to any such person that would be reasonably likely to cause the person to be intimidated or harassed (whether or not any abusive language or threat has been directed towards the person).

The termination order may specify that the order for possession takes effect immediately.

A landlord may make an application under this section without giving the tenant a termination notice.

Occupants remaining in residential premises

This section applies if the tenant under a residential tenancy agreement who occupied or partly occupied the residential premises with another occupant no longer resides in the residential premises and the residential tenancy agreement has been terminated.

The landlord may give any remaining occupant of the residential premises a notice requiring the occupant to give vacant possession of the premises within a period of not less than 14 days.

The Tribunal may, on application by a landlord, make an order for possession of the residential premises specifying the day on which the order for possession takes effect if it is satisfied that:

- Notice was given in accordance with this section, and
- The occupant has not vacated the premises, and
- The tenant no longer resides in the premises.

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 7 years.

RENT SETTING:

Cost Rent Method

Rent will be set in line with the contract and policy for the property.

HACP Properties and properties under Provider Management Agreements

Rent calculated to pay the costs of: Rates, Insurance, Day to Day (responsive) Maintenance, Cyclical Maintenance & Administration Costs.

Build and Grow Subleased Properties

The NSWAGO Build and Grow rent policy will apply to tenants of properties which have had upgrades completed by the AHO. This will be a Commonwealth Rent Assistance maximised rent based on the tenant's Centrelink family component.

Employment Related Accommodation (ERA)

Rent will be set as specified in the ERA Management Agreement.

Rent review

Cost rent method reviewed annually prior to inception of annual budget.

Build and Grow rents will be reviewed in line with the Consumer Price Index (CPI) increases each March and September.

Rental Increase

Sixty (60) days' notice plus postage time of four (4) days

Appeal

Tenant has 30 days to make NCAT application re: belief that rent increase is excessive

RENT COLLECTION

Tenants can pay rent either weekly or fortnightly (all Residential Tenancies Agreements will be made as weekly rent).

Tenants will be encouraged to pay rent by means of Direct Debit, Agent Numbered Direct Deposit or Centrepay into the MLAHMC rent deposit account.

Recording Rent Payments

All rent monies received will be recorded electronically.

Rent Receipting

Rent receipts will be issued in accordance with the residential tenancies act 2010; with rental ledger/statements issued bi-annually to tenants or at any time upon request by the tenant.

Monitoring overall rent collection and individual payments

Arrears reports will be done weekly. These will allow the worker to monitor individual rent payments, and provide data for the monthly reporting process on rent collection.

RENT ARREARS

“RENT ARREARS” are seen as rent which remains unpaid for more than 14 days after the due date

Rent will be regularly monitored and any action in relation to rental arrears will be undertaken in accordance with the NSW Residential Tenancies Act 2010

In accordance with the NSW Residential Tenancies Act 2010; maintenance, including responsive, long-term, and cyclical and upgrades will be treated as repairs and maintenance; not subject to any rewards system. That is, rent and arrears payments, and repairs and maintenance are not interdependent.

Repairs and maintenance will be carried out when needed or otherwise scheduled. Similarly, non-completion of Repairs and Maintenance is not a legitimate reason to withhold rent payments. The NCAT may be utilised to deal with these issues if and when the need arises.

REPAIRS & MAINTENANCE

Please refer to ML 020 Housing Repairs and Maintenance Policy

This policy sets out the standards in which MLAHMC deal with repairs and maintenance of its properties under management to ensure all properties are at an acceptable standard.

APPEALS & COMPLAINTS

Please refer to ML 008 Complaints Policy and Procedure

For complaints regarding fraudulent, corrupt or criminal activity please refer ML 008 Complaints Policy & ML 013 Fraud, Corruption and Criminal Conduct Policy and Procedure

TENANT PARTICIPATION

Tenant Participation will help tenants understand:

- The role of MLAHMC and how they can be part of it
- The policies and procedures of MLAHMC
- Tenant and Landlord rights and responsibilities under the Residential Tenancies Act 2010

Tenant Participation will be encouraged through:

- MLAHMC Workshops/Meetings with tenants (to be held at least one per annum)
- Annual tenant forums – all MLAHMC tenants invited to raise issues with MLAHMC Board and staff
- Encouraging contact with service providers including but not limiting to;
 - NSW Aboriginal Housing Office
 - NSW NCAT
 - NSW Aboriginal Land Council
 - Office Registrar Indigenous Corporations
 - Western Aboriginal Tenancy Advice and Advocacy Service

TENANT SATISFACTION & SERVICE DELIVERY EVALUATION

Tenant satisfaction, quality of service delivery to tenants, tenant support and tenant dissatisfaction are important to MLAHMC in gauging whether our service given is of the highest of standards.

In order to capture this tenant feedback MLAHMC will use both formal and informal methods including;

Formal

- Tenant Satisfaction Surveys (

Tenant Satisfaction Surveys are to be carried out bi-annually with outcomes reported to the Board of Directors and tenants via our tenant newsletter.

- Suggestion box in the reception of our office

Suggestion box is to be encouraged to visitors to the office and used in conjunction with the tenant satisfaction surveys

Informal

- Incidental feedback (solicited and unsolicited)

Solicited and unsolicited incidental feedback will be used both positive and negative encounters including:

- e.g. tenant comments
- in person
- over the phone
- email
- fax etc

Note: This information may be used for training purposes to deliver a better service to tenants

Processing of collected tenant feedback

All information will be grouped into key areas to allow for meaningful processing and analysis; then entered into the tenant feedback spreadsheet which will provide basic statistical analysis.

The key areas are:

- Repairs and Maintenance (satisfaction/dissatisfaction)
- Staff dealings (satisfaction/dissatisfaction)
- Service delivery (satisfaction/dissatisfaction)
- Tenant support (satisfaction/dissatisfaction)
- Tenant complaints (satisfaction/dissatisfaction)

Responsibility

From the analysis the information will be used to improve our services and to better serve the tenants of MLAHMC.

The process for compiling and analysing all tenant feedback will be responsibility of the GM, due to its importance and to ensure the process is not interrupted. Recommendations from the feedback are reported back to the Board. The inaugural report will be due to the Board by February 2012.

After analysis and report delivered to Board:

- All MLAHMC Tenant Satisfaction Surveys are to be filed in the current survey folder/file
- All suggestions, via the suggestion box are to be filed in the current folder/file
- All incidental tenant feedback is to be recorded in writing at the time of receiving or ASAP after receipt

Any complaints received using this process will be resolved as per appeals and complaints policy

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