

TENANCY MANAGEMENT

Statement of Policy

All Housing Officers are required to know where to access a copy of The Residential Tenancies Act 1997 and any amendments to the Act. They are expected to be knowledgeable as to its contents and application.

Eastcoast Housing must ensure that all rights and responsibilities are provided and acted upon as prescribed in the Charter of Human Rights and Responsibilities Act 2006.

Eastcoast Housing should also ensure that an appropriate orientation process for renters is developed and implemented.

This chapter includes processes for residency applications, assessment and review systems for renter applicants, protocols and practices around issues of rent payments, dispute resolution processes including co-renter and neighbour and grievance procedures involving renters and Eastcoast Housing, residency review processes both in light of changing income status and requests for changing locations and clear protocols and practices surrounding the issue of renters in violation of their residency agreement whether it be an issue of arrears or other breach of the RTA.

The primary tasks of all the renter workers is to manage the tenancies and property maintenance activities to support successful tenancies. The Housing Officers conduct annual inspections and renter reviews and are also required to conduct interviews with all renters regarding the satisfaction level of the services provided by Eastcoast Housing. It is expected the renter workers will maintain ongoing and supportive relationships with all renters to encourage positive renter outcomes. The Housing Officer must collaborate and work extensively with support services to ensure these positive renter outcomes are achieved and maintained.

Eastcoast Housing Housing Officers acknowledge and employ the services of other agencies where they exist already, and/or where appropriate, refer renters to these support agencies. The support can be minimal or quite extensive dependent upon the needs of the renter, and

the ability of the service provider to meet the renter needs. This may alter over the period of the residency as the requirements of renters are subject to change.

Whilst Eastcoast Housing provides renter management and property maintenance support, we do not provide a case management support service. A renter may choose to engage with an external support agency to assist with their residency. This will be an obligation of renters to identify a support service in the initial residency stages to provide a support mechanism if required. The level of support will be determined between the renter and the service provider but will actively involve Eastcoast Housing as the residency manager.

In the majority of tenancies currently under the management of Eastcoast Housing the renter contract, rights and responsibilities are defined by the RTA 1997. Eastcoast Housing has extensive experience in the management of tenancies, in line with the RTA, and has experience in the full range of matters that fall within the parameters of the RTA 1997. These include property standards, maintenance requirements, obligations regarding rental charges and/or increases and Residency Tribunal hearings.

This policy implements Eastcoast Housing obligations under:

- Housing Act 1983 (Vic)
- Performance Standards for Registered Housing Agencies
- DFFHS Victorian Housing Register Operational Guidelines

Contents

Statement of Policy	1
1. Property versus residency management.....	8
1.1. Property management	8
1.2. Residency management	8
2. Formal Offers of Housing.....	8
2.1 Telephone Calls	9
2.2 Confirming a Client's Identity over the Telephone	9
3. Residency Commencement	10
3.1 Sign Up Procedures	10
3.2 A New Renter Information Kit	11
3.3 Renter Information Booklet	12
3.4 Residency Agreements	12
3.5 Signing the Residency Agreement.....	13
3.6 Properties with separately metered and bulk billed water	13
3.7 Residency Condition Reports	13
3.8 Gas and Electricity	15
3.9 Maintenance	15
3.10 After Hours Emergency Services	15
3.11 Pets	15
3.12 New Renter Follow up	16
4. Rent Management.....	17
4.1 Commonwealth Rental Assistance (CRA)	17
4.2 Centrelink Confirmation eservices (CCeS).....	17
4.3 Rental Rebates	Error! Bookmark not defined.
4.3.1 Rental Rebate Calculation	Error! Bookmark not defined.

4.4	Assessable Income	Error! Bookmark not defined.
4.5	Limitation on credit backdate	17
4.6	Sixteen week rent moratorium	18
4.7	Assessment of lump sum payments intended for a past period.....	18
4.8	Rent Payment Options	19
4.8.1	Centrepay	19
4.8.2	Direct Debit	19
4.8.3	Commonwealth bank deposit book	19
4.8.4	Cash	19
4.9	How to receive rental payment over the counter	20
5.	Rental Arrears Management	20
5.1	Rental Arrears	20
5.2	Notice to Vacate.....	23
5.3	Order for Possession	23
5.4	Eviction	24
5.4.1	Request by a Residential Rental Provider for a Warrant.....	24
5.5	Execution of a Warrant of Eviction.....	25
5.5.1	Prior to the Eviction	25
5.5.2	When an Order for Possession is Not Granted	25
6.	The Tribunal Hearing	25
6.1	How to serve forms.....	25
6.1.1	Summary of proofs	26
7.	Rental Arrears Dispute Resolution	26
8.	Bankruptcy – current renter	26
9.	Management of Tenancies	27
9.1	Maintaining Tenancies	27
9.2	Transfer of Residency	27

9.3	<i>Property Inspection Prior to Transfer</i>	28
9.4	<i>Residency Condition Report</i>	29
9.5	<i>Mutual Swaps</i>	29
10.	<i>Family Violence Situations</i>	29
10.1	<i>Lock change request from protected person</i>	30
11.	<i>Home Modification Assessments</i>	31
12.	<i>Vacated Renters</i>	31
13.	<i>Residency Breaches and Dispute Resolution</i>	32
13.1	<i>Dispute Resolution and Complaints</i>	32
13.2	<i>Renter disputes rental arrears/maintenance arrears</i>	33
13.3	<i>Breach of Residency</i>	33
13.3.1	<i>Notice for Breach of Duty - to renter/s of rented premises</i>	34
13.3.2	<i>Processing a Breach</i>	34
13.3.3	<i>How to serve this notice</i>	34
13.3.4	<i>When a Renter Remedies a Breach</i>	35
13.3.5	<i>When a Renter Does Not Remedy a Breach</i>	35
13.3.6	<i>Nuisance Behaviour</i>	36
13.3.7	<i>Dangerous Behaviour</i>	36
13.3.8	<i>Illegal Activity</i>	37
14.	<i>Disputes between Household Members</i>	37
14.1	<i>When a Household Member requests intervention</i>	37
15.	<i>Renters in Danger</i>	38
16.	<i>Immediate Notice to Vacate – Dangerous Behaviour</i>	38
16.1	<i>Establishing a Case of Dangerous Behaviour</i>	38
17.	<i>Disputes between neighbouring renters</i>	39
18.	<i>Disputes between renters and neighbours</i>	39
19.	<i>Contacting a Local Council</i>	40

20.	Illegal Occupants and Squatters	40
21.	Renter Vacates	43
22.	Primary renter is deceased.....	43
23.	Giving Notice.....	44
24.	Abandoned Property & Goods.....	44
25.	Eviction Due to Unpaid Rent (see rent arrears section)	44
26.	Conflict of Interest (see chapter 5 Practice Standards)	45
27.	Other Obligations of the Agency	45
27.1	<i>Renter participation and consultation</i>	45
28.	Public Information	46
29.	Forums	46
30.	Newsletters.....	Error! Bookmark not defined.
31.	Client Surveys.....	46
32.	Victorian Civil and Administrative Tribunal.....	47
32.1	<i>Lodging the Applications</i>	47
32.2	<i>Presenting the Case at the Tribunal</i>	47
33.	Applications for Adjournments - Residential Tenancies List.....	48
33.1	<i>Adjournment Application Process</i>	48
33.2	<i>Consent to the Adjournment Request by the Other Party.....</i>	49
33.3	<i>Evidence to Support the Adjournment Application</i>	49
34.	Renter Property Damage	49
34.1	<i>Introduction</i>	49
34.2	<i>Determining responsibility for maintenance charges</i>	50
34.2.1	<i>When the renter is not held responsible for charges</i>	50
34.3	<i>Claiming costs</i>	51
34.4	<i>If the renter is declared bankrupt</i>	52
34.5	<i>Statute of Limitations</i>	53

34.6	<i>Making an application to VCAT.....</i>	53
34.7	<i>Pursuing claims on vacated accounts</i>	55
34.8	<i>Pursuing claims on current accounts</i>	55
34.9	<i>Notices served - Vacated renters.....</i>	56
34.10	<i>Sending notices to an interstate address.....</i>	57
34.11	<i>If the renter disputes the claim</i>	57
34.12	<i>Negotiating a reduced claim</i>	58
34.13	<i>Agreements.....</i>	58
34.14	<i>Broken Agreements.....</i>	59
	Maintenance Agreement.....	60
	Broken Agreement Letter.....	61

1. Property versus residency management

1.1. Property management

Property management is about ensuring quality and growth oriented asset management over the long term through expert asset managers skilled in dealing with an asset portfolio.

It is concerned with ensuring the condition of the properties; the right mix of properties (location, size, targeting and types of property); and construction, sale and purchases to ensure more supply with the right mix continues into the future.

It enables the provision of high quality service both currently and into the future. It does not necessarily involve day-to-day interaction with the renters or clients.

1.2. Residency management

Residency management delivers the 'people' side of the property and service delivery partnership under program guidelines and the terms of the Residential Tenancies Act (RTA).

Residency management covers allocation to housing, negotiation and monitoring of residency/occupancy agreements/house rules, management of disputes and complaints, collection of rent and support to resolve issues that arise and/or issues that led to the homelessness or that may place that person at risk of (further) periods of homelessness.

Support is an individualized case managed response to the range of issues that have caused a person or family to become homelessness and/or prevents them from establishing or maintaining a long term home. It is a broad and diverse response typically covering income and health matters and specific barriers to housing such as residency disputes, debt, and discrimination.

Not all renters will need support.

2. Formal Offers of Housing

Contact the applicant by letter or telephone to inform them that a property is available. Eastcoast Housing reserves the right to interview potential applicants and seek updated

information from applicants prior to making a decision. Applicants who do not provide the necessary documentation to confirm the entire household's eligibility within two working days any offers made can be withdrawn.

If an applicant is made a formal offer of housing then the Applicant is required to advise Eastcoast Housing of their decision regarding the offer by close of business the day after the offer is made and to also provide documentation to re-confirm eligibility.

It is highly recommended for all applicants to view the property before signing a Residential Residency Agreement.

A valid offer of housing is one that satisfies the following:

- the property is within one of the applicant's preferred waiting list areas
- The applicant household is income eligible
- the household composition and the number of bedrooms comply with the Housing Size Guidelines

2.1 Telephone Calls

When telephone contact is made for confirmation of housing, a letter or email confirming that an offer is made is also sent to the applicant.

2.2 Confirming a Client's Identity over the Telephone

It is necessary for the Housing Officer to confirm a client's identity at the beginning of a telephone conversation. To ascertain if the correct person is on the telephone, the worker should ensure confirmation of at least three of the following personal details:

- Full Name
- Date of Birth
- Telephone Number
- Names and date of birth information of family members

If the client or their representative has contacted Eastcoast Housing and there is uncertainty about the identity of the caller, then the worker may ask for their phone number and call them back. The residency or application file is checked and details verified to confirm the number is that of the client.

The residency or application file may also contain additional information that can be used to further confirm the client's identity over the phone.

3. Residency Commencement

A consistent approach to signing up renters ensures that all relevant information is exchanged and data is recorded accurately. Signing up renters needs to be approached with a methodical process such that all renters entering Eastcoast Housing's properties are provided with similar information, consistent data is obtained and all relevant operations are carried out to allow the residency to commence in an effective and timely manner.

The renter undertakes a one on one interview with the Housing Officer and the rights and obligations as detailed in the RTA booklet are explained. This is conducted either with or without support agency participation depending on the level of support services provided and the abilities of the renter to understand their rights and responsibilities.

The Housing Officer must ensure that written procedures covering the rent payment options, rent arrears, amount to pay, when to pay and difficulties in paying are available for renters upon entering a residency agreement with Eastcoast Housing.

This information will be part of the Residency Kit supplied by the organisation at the time of sign-up.

The Housing Officer should also verbally explain the procedures to renters at the time of signing the Residency Agreement.

3.1 Sign Up Procedures

Once an applicant has been offered a property the Housing Officer arranges a time to conduct the sign up appointment. The sign up can be conducted either at the Eastcoast Housing office or at the property depending on arrangements made by the Housing Officer with the applicant. Allow at least one hour for a sign up. It may be necessary to suggest that new renters, if it's at all possible, to get their children looked after during this interview.

The purpose of the sign up is to have the applicant sign and complete all the relevant documentation required to commence the residency with Eastcoast Housing and for the worker to explain Eastcoast Housing's processes and procedures.

3.2 A New Renter Information Kit

At sign up all new renters are provided with the Information Kit will include other relevant information such as:

- Welcome Letter
- Office business hours and Office telephone numbers
- phone number to call for maintenance services
- Renting Booklet: Renting a home-a guide for renters and Residential Rental Providers
- Office Mobile Phone number
- Residency Agreement
- Renter Privacy Statement
- Rent Setting policy
- Arrears and Hardship policy
- Renter Repair Charge policy
- Pet policy
- Water Service and Charge
- Maintenance Responsibility Letter
- Good Neighbours policy
- How to make a Complaint
- Official Complaint Form
- Residency Household Details
- Rental advice confirmation letter
- Centrelink rent assistance authority form
- Centrelink confirmation eServices authority form
- Centrelink Centrepay Deduction Form
- Commonwealth Bank Deposit Book
- Completed Condition Report
- Other information about EHA and local services, e.g. car parking, utility connections, community health centres, renter groups, etc.
- a copy of the Housing Assistance and Consumer Charter
- Fire Safety in the Home booklet
- Keys x 2

Discuss with the new renter/s an evacuation plan based on the layout of the property in the event of a fire or other emergency, along with explaining the remaining written material provided to the renter/s

3.3 Renter Information Booklet

“Renting a Home: a guide for renters and Residential Rental Providers” is the summary approved by the Director for Consumer Affairs Victoria of the rights and duties of a Residential Rental Provider and renter under a Residency Agreement.

In accordance with section 66 of the RTA 1997, the Residential Rental Provider must supply the renter with a copy of the booklet on or before the occupation day.

Additional copies of this guide are available from Consumer Affairs Victoria at

www.consumer.vic.gov.au or phone 1300 55 8181.

To order office stock, fax a request to 9627 6574

3.4 Residency Agreements

A Residency Agreement is a document that lists the rights and responsibilities of the renter and Eastcoast Housing (as Residential Rental Provider) in accordance with the Residential Tenancies Act 1997. There is a standard form for written residency agreements that must be used. The agreement is legally binding on both parties and contains clauses that relate directly to sections of the RTA 1997.

The type of residency agreement made between a renter and a Residential Rental Provider dictates the residential residency rules under which the residency operates, as per The Residential Residency Act 1997.

The Act requires that a renter must be provided a copy of the residency agreement within 14 days of it being signed. It is the responsibility of the Housing Officer to ensure that the residency agreement is completed and signed by all parties.

Residency Agreements are signed when:

- applicants from VHR waiting list accept an offer for housing
- residency rights are transferred from one household member to another
- when renters conduct mutual swaps

The Residency Agreement is for three months. After inspection the residency then continues from month to month until terminated in accordance with the RTA 1997.

On the day the residency agreement is signed, the renter/s is required to pay a minimum of one week rent in advance and the nominated Bond amount equal to 4 x Market Rent. The rent payment is confirmed and receipted before the renter/s receives keys to the property. Any variation to this is at the discretion of the Managing Director only.

3.5 Signing the Residency Agreement

The residency agreement form is the written record of a binding contract under the *Residential Tenancies Act 1997*.

Ensure all the signatories read the entire Agreement. Emphasise the rights and responsibilities of the renter/s and of Eastcoast Housing as the rental Housing provider.

Carefully explain that the signatories may apply for a rental rebate calculated using the household's income details. When satisfied that the people who are to sign the Residency Agreement understand each of the clauses, their rights and responsibilities, ask them to sign the renter's copy and the Residential Rental Provider's copy of the agreement.

The Housing Officer must also sign all copies of the agreement.

The applicant/s is to keep the agreement marked 'Renter's copy'. The Residential Rental Provider's copy is placed on the new residency file.

3.6 Properties with separately metered and bulk billed water

Staff must also explain the service charges clause in the residency agreement as they relate to water and gardening. Section 52 of the RTA 1997 may help to explain renter's obligations.

If the renter/s has a support worker, ask them if they believe their client understands and consents. See also Water Services and Charge policy

3.7 Residency Condition Reports

Eastcoast Housing inspects properties at the commencement and termination of all tenancies. The records of these inspections are called Residency Condition Reports (RCRs). The RCR is a record of the physical state of the property and includes the condition of surfaces, and fixtures and fittings.

The information recorded on the reports is used when:

- planning future programmed maintenance works
- resolving disputes about the condition of a property during and at the end of a residency

When signed by staff, and the renter(s), the Condition Report is an agreement between both parties about the condition of the property at the start of the residency. If, at the end of the residency disputes about the condition of the property cannot be resolved, the Condition Report can be used as evidence at VCAT when substantiating maintenance claims against the Renter/s.

The Condition Report consists of two separate copies labelled Residential Rental Provider's copy and Renter's copy.

Prior to the residency sign-up interview

- on page one of the Condition Report write the name of the renter/s, the residency commencement date, the date of issue and sign the report on behalf of Eastcoast Housing

NB: Keep the original Residential Rental Providers copy of the Condition Report and place it on file in the property folder in case the renter does not return the copy provided to them.

At interview

- provide the renter **a copy** of the original Residential Rental Providers Condition Report along with a reply paid envelope so that the new renter can return the Residential Rental Providers copy with any comments/alterations within 3 days.

Advise the renters that any disagreement about the assessment of an item or fixture will be investigated by the Property Manager. Also explain that any items identified by Eastcoast Housing as being in need of repair will be prioritised for repair works in the future. Provide the renter with an estimate of when the works will be conducted.

Explain to the renter that the condition of the property will be reassessed annually and also at the end of the residency. In addition, inspections may be conducted during the residency as required. The report will be used to resolve any disputes that may arise, such as liability for repairs.

3.8 Gas and Electricity

Inform the renter that they are responsible for contacting the gas and electricity suppliers (where applicable) at the commencement and termination of their residency. If they fail to do so, they may be billed for the gas or electricity that is used by the next renter at the property.

NB: The Housing Officer must also contact Eastcoast Housing's energy provider and have all the utilities disconnected before sign up or within 7 days of signing up a new renter.

3.9 Maintenance

Inform the renter of the types of maintenance that are defined as urgent in the RTA 1997.

Also advise the renter that:

- any maintenance requirements must be reported immediately
- renter's will be financially responsible for any damage to the property, not deemed to be fair wear and tear, unless they provide a **detailed police report to confirm the damage was an act of vandalism by unknown persons.**

3.10 After Hours Emergency Services

Eastcoast Housing does not provide an afterhours emergency service. Inform new renters about the process of having emergency repairs undertaken out of hours. Provide examples of what constitutes an emergency, e.g. blocked plumbing, repairs to a burst water pipes etc.

Also advise the renter of the local emergency services such as SES, Ambulance and Police.

3.11 Pets

As a general rule Eastcoast Housing does not object to pets.

However Pets Permission must be sought from Eastcoast Housing before a renter acquires a pet.

Permission will only be granted if the pet is not considered to be a dangerous breed and is registered through the local council.

If permission is granted then the following will apply:

The renter is to be reminded that they have a responsibility to ensure:

- All pets must be housed outside.
- The pet is contained within the yard

- The pet is cared for and treated well
- The pet does not cause damage to the property, either internally, externally or outside in the yard
- The pet does not soil common or other public areas
- The pet does not endanger the health or safety of other people
- The pet does not cause a nuisance to neighbors and the community

When complaints are received about nuisance behaviour caused by a renter's pet, the involved parties are encouraged to resolve the problem through mediation.

If the owner of the animal does not attempt to remedy the problem, a Breach of Duty Notice may be issued under the relevant section of the RTA.

Where the property is located in a body corporate, the rules and regulations of that owners corporation must be complied with. It is the responsibility of Eastcoast Housing to ensure that its renter obeys the rules. Failure to take appropriate action upon notification of a breach of owners corporation rules may result in an application by the body corporate to the Magistrates' Court for a declaration or an order to determine the dispute.

Where the complaint about a renter's pet is of an urgent nature, the local council may need to be consulted for assistance. The local council is contacted when

- a person has been attacked by an animal
- neglect of an animal is causing sanitation or health problems
- an animal is repeatedly wandering at large

An animal welfare agency such as the Cat Protection Society or RSPCA is contacted when

- an animal appears to have been abandoned
- an animal appears to have been maltreated, harmed or neglected

See also: 10.11 2022 Pet Policy

New Renter Follow up

Once renters have moved in they will be contacted by phone or visited within a 3 month period to ensure they have understood their rights and responsibilities as a renter, and that they are given the opportunity to resolve any outstanding matters.

Thereafter home visits/inspections will be conducted bi-annually to assist the Housing Officer to develop a better understanding and relationship with renters, as well as allowing renters the opportunity to discuss any residency or maintenance issues. Home visits may occur more regularly to discuss rent arrears and repayment options.

4. Rent Management

Rent charged by Eastcoast Housing will be consistent with the General Lease between the Director of Housing and Eastcoast Housing and as set out in the guide published by Eastcoast Housing in Section 10.5 Rent Setting.

4.1 *Commonwealth Rental Assistance (CRA)*

Rental assistance is a payment provided by Centrelink to the renter to help reduce rental costs for renters on a low income. All Eastcoast Housing renters are entitled to receive rental assistance if they are in receipt of Centrelink benefits.

4.2 *Centrelink Confirmation eservices (CCeS)*

CCeS allows Eastcoast Housing to access renter's income details via the Centrelink website for those renters who have given authorisation.

Once a renter has given authorisation by signing the consent form, they are no longer required to provide income details manually, as Eastcoast Housing can obtain the information directly online.

Access to a renters income details is only to be accessed by an authorized staff member. An authorized staff member is a staff member who has applied to Centrelink and been given a username and password.

Once a renter has signed a consent form, this form is filed in the locked filing cabinet in the Managing Directors office.

4.3 *Limitation on credit backdate*

Any credit backdates arising from a rent reassessment either at or between fixed rent review periods is limited to the date the renter notifies Eastcoast Housing of the change.

This means the renter will have to provide details of a decrease in household income or household members moving out as soon as it occurs.

Increase in household income due to change in household members

Rents will remain unchanged between scheduled rent reviews (6 monthly), regardless of any increases in household income or the adding of household members. This also applies to increases in wages income or increases in Centrelink income due to CPI indexation.

Where household income increases due to a change in household members (for example, a child turns 18 years of age or a new child enters the family) rents will remain unchanged between scheduled review dates. Renters will still need to provide evidence of new household members at the time the new member joins the household.

If at the last rent review the renter failed to disclose correct income details or any changes in household members a rebate reassessment will be *backdated to the date the renter provided income details*.

4.4 Sixteen week rent moratorium

All renters living in Eastcoast Housing properties who commence employment will continue to be entitled to a 16 week 'grace' period before their additional income is assessed for rent.

If the 16 week 'grace' period ends during a fixed rent period, the actual income will be used to calculate rent payable for the remainder of the fixed rent period.

Assessment for self-employed renters and renters on fluctuating wages

Self-employed household members will now be required to provide a minimum 13-week profit and loss statement (including a statutory declaration) at the scheduled rent review.

Self-employed household members who are also receiving some Centrelink income, and choose to use the Income Confirmation Scheme will not be required to provide any additional information. When determining pension/benefit entitlement, Centrelink require self-employed clients to provide a 13-week profit and loss statement.

Rent for renters on fluctuating incomes is currently assessed using a 13-week wage statement. This will continue to apply but will be used to fix rents for 26 weeks.

4.5 Assessment of lump sum payments intended for a past period

Any lump sum compensation payment or other lump sum amounts intended as income for a past period, for example lump sum child support payments, war widows' pensions and overseas pensions will be included as an assessable income for the equivalent future period.

This means the renter will need to advise of any lump sum amount as soon as it is received to avoid the possibility of arrears due to a backdated rebate assessment.

Rebated rents are calculated at up to 30% of general household income. Centrelink family related payments such as Family Tax Benefit Part A and Family Tax Benefit Part B will be calculated at 15%:

4.6 Rent Payment Options

Eastcoast Housing allows renters to make their rental payments via centrepay, direct deposit, cash or internet banking.

4.6.1 Centrepay

Centrepay is a service provided by Centrelink that enables renters to have their rental amount deducted from their Centrelink payment.

This service comes at no cost to the renter. In order for a renter to have their rental amount deducted through CentrePay, they must contact Centrelink and provide Eastcoast Housing's CRN. Eastcoast Housing may assist the renter to do this.

Eastcoast Housing's customer reference number 555 015 528S (CRN) is required for any correspondence with the CentrePay team in regards to CentrePay deductions.

4.6.2 Direct Debit

Renters are able to pay their rental payments through direct deposit via their own bank. The renter will need to be given Eastcoast Housing's BSB and Account Number.

4.6.3 Commonwealth bank deposit book

Renters are provided with a Commonwealth bank deposit book which has a unique agent number that enables Eastcoast Housing to identify the rental payment on the bank statement.

4.6.4 Cash

Renters are able pay their rent directly at the office by cash. When a renter pays by cash they are issued a written receipt. The receipt must contain the date, name of renter, amount, and address and must state that the payment is for rent.

A copy of the receipt along with the cash is placed in the safe. All monies received must be banked by close of business on the Friday of each week.

4.7 How to receive rental payment over the counter

1. Open Rent Payment Receipt Book on counter (ensuring to keep the details of other renters confidential – paper can be placed over details on the page you are writing into). Ensure the carbon copy is in place.
2. Take the money and count it.
3. Enter the Date, Name of the person paying rent, Address of property, the amount of money being paid and note the payment is for rent and service charges and sign your name.
4. Give the original receipt to the payee.
5. Remove the second receipt from the book and attach the money received.
6. Enter receipt of payment into Chintaro and give the cash and receipt to the Office Manager

5. Rental Arrears Management

All rent arrears must be notified to the Managing Director promptly.

Eastcoast Housing complies with the requirements of the Residential Tenancies Act 1997 when pursuing legal action to recover outstanding rental arrears. Eastcoast Housing takes into account the impact on renters and household members of any legal action according to the Charter of Human Rights.

Legal action is initiated in circumstances where a renter fails to respond to contact by Eastcoast Housing, fails to negotiate repayment, or has failed to meet the local agreement requirements.

5.1 Rental Arrears

The Housing Officer will make a courtesy phone call to the renter to remind them that the rent payment is overdue and discuss the issue to resolve the problem, offering alternative payment choices that may be more suitable ie Centrepay deduction if on Centrelink benefit.

- Eastcoast Housing contacts renters promptly when rental arrears first appear on a rental account.
- This provides renters with the opportunity to negotiate repayment of the rental arrears when the arrears are at their most manageable level.
- Eastcoast Housing pursues all outstanding rental debt.
- Renters are advised promptly in writing when their rental account falls into arrears.

- If renters fail to respond to the rental arrears letter sent, they are contacted by a home visit or a telephone call to discuss repayment of the arrears.
- The Centrepay Rent Deduction Service as a payment option is discussed with the renter.
- For renters less than 14 days in arrears, the minimum agreement amount is \$5 per week.
- Where a renter is paying a flat rental rate of \$15.00 per week, their income is not included in the rental arrears agreement calculation.
- A \$5.00 minimum rental agreement amount applies to each renter paying a flat rental rate of \$15.00 per week.
- The \$5.00 amount is added to the agreement amount determined for the remaining household.

Note: Weekly rent of \$15.00 applies to renters under 18 years receiving a benefit or Austudy payment and renters who are temporarily absent from their property e.g. jail, incarcerated

- Where a maintenance agreement exists, the ability of the renter to repay both amounts must be considered.
- Income is defined as all assessable income according to the DFFHS rental rebates policy.
- Renters are advised they can pay their rent and agreement amounts using the Centrepay Rent Deduction Service.

Procedure

1. Monitor accounts with rental arrears of less than one week on a monthly basis.
2. Advise the renter of the amount owing and request they pay the due amount in full when making their next rental payment.
3. When a rental account accrues rental arrears of one week or more, an arrears letter is to be sent.
4. Contact the renter between 7 to 14 days after the arrears letter was sent if they have not paid the outstanding rental arrears or contacted the office.
5. Make a telephone call to the renter to discuss the rental arrears. If the renter has a telephone answering machine, leave a message requesting the renter to contact the office to discuss the rental arrears.
6. When contact is made, advise the renter they can:
 - a. pay the rental arrears in full; or
 - b. Sign a rental repayment agreement, if eligible.

7. When making contact with renters, inform them that they have the option to discuss their rental arrears at an interview in the office.
8. Discuss the option of the renter commencing the Centrepay Rent Deduction Service.

Note: Remind the renter that the rent is required to be paid in advance at all times. Provide the renter with details of the Centrepay Rent Deduction Service and information about support agencies to assist them to establish regular rental payments and arrears repayments.

9. Send the urgent reminder letter 14 days after the first arrears letter was sent, where the rental arrears remain less than 14 days rent and the renter has not responded to contact; or a local agreement has not been negotiated; or the renter has not advised when payment will be made.
10. If rental arrears total 14 days rent or more, send the renter a notice to vacate.
11. Determine whether the renter is eligible to sign a local agreement by checking the rental arrears amount and the rental account history.
12. If the renter is eligible to sign an agreement, negotiate an agreement amount with them that is within the minimum and maximum parameters.
13. Explain the conditions of the agreement to the renter.
14. Inform them that if the agreement is not maintained, and the rental arrears are 14 days rent or more, Eastcoast Housing will send a notice to vacate.
15. Encourage the renter to consider paying their rent using the Centrepay Rent Deduction Service.
16. Accounts can be suppressed up to a maximum of 14 days. Suppress an account where the renter advises, prior to the agreement breaking, that they will be making a late payment. If the renter does not make up the missed payment within the 14 days, send a notice to vacate.
17. If the renter is not eligible for, or refuses to sign a local agreement, send a notice to vacate.
18. Discuss payment options available and provide the renter with information about the Centrepay Rent Deduction Service.
19. Provide the renter with information about support agencies.
20. Sign a rental repayment agreement *if* the renter advises they are unable to pay the rental arrears amount in **full** and the rental arrears are less than 14 days rent. Have this agreement ratified by VCAT. For renters less than 14 days rent in arrears the minimum agreement amount is \$5 per week.

Note: There is no restriction on the number of agreements that can be signed where the rental arrears are less than 14 days rent. Send a broken agreement letter if the rental agreement has broken and rental arrears are less than 14 days rent. Where the renter advises they are unable to sign the rental agreement in person, send the agreement by mail. Advise the renter to sign and date the agreement and return it to the office within 7 days.

5.2 Notice to Vacate

Notices to Vacate is sent as a last resort and only after attempts to contact and negotiate with the renter an arrears repayment agreement.

As a last resort Eastcoast Housing may send a 14 Day Notice to Vacate and apply to VCAT for a Tribunal Hearing.

This is to be sent by registered post.

At the Victorian Civil and Administrative Tribunal, a legal agreement to repay arrears is requested if the renter attends the hearing and no previous legal action exists in the history of the rental account.

An order for possession is requested in circumstances where: the renter does not attend the hearing and/or previous legal action for rental arrears has been pursued or there is a history of broken agreements.

5.3 Order for Possession

Eastcoast Housing requires all outstanding rental arrears to be paid in full prior to the expiry of an order for possession.

Note: An order for possession usually expires 6 months after the date it is granted.

- Where an order for possession has been granted by the Victorian Civil and Administrative Tribunal renters are contacted promptly in writing to arrange an interview to discuss the order for possession.
- At the interview, renters may be given the opportunity to sign agreement to repay the outstanding rental arrears amount within 6 months.
- The arrears debt must be paid by the end of the fifth month of the order for possession.
- The Managing Director has the discretion to allow a residency to continue beyond the expiry date of the order for possession despite outstanding debt in circumstances where:

- A recent crisis has occurred which has had a dramatic impact on the stability of the household such as: death of an immediate member of the renter's family; or hospitalisation of the renter or dependent child; or family breakdown; or recent diagnosis of a mental illness.
- A guardianship order is pending for an elderly renter or renter with a disability.
- Proceeding with the eviction may conflict with the recommendations of other sections of the Department of Human Services e.g. where children will be placed in care if the eviction proceeds.
- The renter has demonstrated genuine efforts to repay the rental arrears during the period of the order for possession; and
- The renter has not had a previous order for possession for rental arrears; and
- Where appropriate, a firm commitment for ongoing support provision is obtained, to assist the renter to maintain the repayment strategy until all arrears are paid in full and the renter agrees to join the Centrepay Rent Deduction Service.

5.4 Eviction

5.4.1 Request by a Residential Rental Provider for a Warrant

Once an order of possession has been granted it is then to be decided by the worker, after consultation with the Manager, if a warrant of possession will be requested. If the warrant of possession is deemed to be required, then the following process takes place:

Where a warrant of possession has been issued, renters are required to pay the rental arrears in full to prevent the eviction from proceeding. Renters are evicted when the rental arrears have not been paid in full by the expiration of the Warrant.

There are two ways the warrant can be issued:

1. The warrant may be faxed, emailed or express posted to Eastcoast Housing.

Then Eastcoast Housing will receive a letter and the warrant. If you want the police to execute the warrant on the rented premises, you must take the letter and warrant to the police station specified.

2. The warrant can be emailed, faxed or express posted direct to the relevant police station.

- The police station will receive the warrant and then wait for you to contact them regarding execution of the warrant on the rented premises. You will receive a letter

- to let you know the warrant has been sent to the police and how you can contact them.
- You should also contact the police station if you decide the warrants should not be executed because the renter has paid all arrears in full.
 - VCAT will nominate which police station the warrant is relevant to. The police station chosen to action the warrant will be the closest to the property address.
 - Telephone VCAT Residential Tenancies List on (03) 9628 9800 or Victoria toll free 1800 133 055; or send an email to: vcat@vcat.vic.gov.au

5.5 *Execution of a Warrant of Eviction*

5.5.1 Prior to the Eviction

If necessary, arrange for the Community Policing Squad to attend the eviction if the household contains children.

Arrange for a contractor to attend the property to gain entry if necessary and to change the locks and secure the property once the occupants have been removed.

5.5.2 When an Order for Possession is Not Granted

If the Tribunal does not grant an Order for Possession, enter the outcome on renter file, inform the renter that the situation will continue to be strictly monitored and if the breach re-occurs further action will be taken.

6. The Tribunal Hearing

The technicalities of accurate and proper processing of documentation are essential for a successful outcome when dealing with applications to VCAT.

6.1 How to serve forms

There are two ways to serve a notice under the RTA 1997.

- Hand the notice to the renter in person. If you hand deliver the notice in person, obtain a signed receipt
- Send the notice by certified mail or registered post

The **Summary of Proofs** form should be fully and accurately completed for applications for possession on the grounds of unpaid rent (including requests to adjourn such applications).

Eastcoast Housing must verify its contents on oath or by affirmation, therefore, care should be taken to ensure the accuracy of the details provided in the completed form.

The form must be completed and made available if requested by the Member, and will be retained on file by the Tribunal.

Completing the Summary of Proof Form – refer to internet on-line instructions

6.1.1 Summary of proofs

The **Summary of Proofs** form should be fully and accurately completed for applications for possession on the grounds of unpaid rent (including requests to adjourn such applications).

Eastcoast Housing must verify its contents on oath or by affirmation, therefore, care should be taken to ensure the accuracy of the details provided in the completed form.

The form must be completed and made available if requested by the Member, and will be retained on file by the Tribunal.

Rent payable per calendar month – multiply the monthly rental by 12, divide by 365 (or 366 in a leap year) to calculate the daily rental rate. Multiply the daily rate by the number of days for unpaid rent.

Rent payable per fortnight – calculate daily rate by dividing fortnightly rent by 14.

Rent payable per week – calculate daily rate by dividing weekly rent by 7.

7. Rental Arrears Dispute Resolution

Consistent with dispute resolution practices, renters are able to seek resolution to disputes arising from rental or maintenance arrears.

Dispute resolution is available through internal complaints/disputes resolution processes, or a decision rendered by the Victorian Civil and Administrative Tribunal (VCAT) or the Magistrates Court.

8. Bankruptcy – current renter

When a current renter is declared bankrupt the matter shall be referred to the Managing Director for a decision, re: eviction. If the renter is to remain as a renter then the current residency must be ended & new residency agreement entered into.

The applicant must provide documentation confirming they have been declared bankrupt. This may include:

- Notification from the Receiver's Office
- Notice to Creditors
- Statement of Affairs
- Certificate of Discharge

Any outstanding rent charges are still considered to be owing to Eastcoast Housing. A rental repayment agreement will be negotiated to suit both the renter and Eastcoast Housing. This agreement will be strictly monitored on a weekly basis to ensure compliance.

9. Management of Tenancies

9.1 *Maintaining Tenancies*

All renters are interviewed a minimum of once per year to discuss their current residency arrangements. The review includes a review of current rental payments, upgrading and or minor repairs required and any other matter of concern to the renter. This interview will normally involve the support agency if the renter receives ongoing support. Where the renter lives independently a support agency may not be involved.

In all cases the renter is advised and encouraged to seek the attendance and support of any other party they feel can be of assistance when meeting with Eastcoast Housing staff.

9.2 *Transfer of Residency*

An applicant who is a current renter of the Eastcoast Housing may lodge a transfer application. In order to have their application placed into the expression of interest pool, the transfer applicant is required to complete an Expression of Interest form, detailing requirements.

Renters will only be considered for transfer if the following circumstances apply:

- The household requires larger or smaller accommodation.
- There is a medical condition and alternative housing is required.
- The household swaps their property with another Eastcoast Housing renter.
- The renter circumstances are such that the Housing Officer and/or Managing Director considers it warrants a transfer

If the transfer applicant's current residency ends before they are offered another property, the renter has the option of remaining in the expression of interest pool or to be taken out of the expression of interest pool.

If a transfer applicant is to be offered another property, that renter must not be in arrears. In the case of a transfer applicant having any arrears, the arrears must be paid up in full before the applicant is offered a transfer property. The Managing Director may waive this if it is considered necessary.

Prior to an offer of transfer being made, Eastcoast Housing inspects the property of the current renters. At the inspection, a condition report is completed and maintenance for which the renter is responsible is arranged and completed prior to transfer. This ensures that any costs for which the renter is responsible are charged to the renter's account and paid prior to the renter transferring.

Note: Transfer and mutual swap applicants are required to sign new Residency Agreements for the properties to which they are moving. Rent will continue to be charged on the property that the renter is transferring from until they have returned the keys and signed a 'Notice of Intention to Vacate'.

In certain circumstances, with the approval of the Managing Director, Eastcoast Housing may approve transferring the rights and responsibilities from an existing primary renter to another household member. Eligibility of the prospective renter must be confirmed. In all circumstances where a residency is transferred, a new residency commences requiring a new residency agreement to be signed and the old residency account to be closed.

9.3 Property Inspection Prior to Transfer

Once the application for transfer has been approved contact the household to arrange a time to inspect the premises. Advise the existing renter and /or applicant that any renter responsibility repairs necessary will be undertaken immediately and charged to the account of the current residency.

Ensure the inspection is carried out within 48 hours of the Transfer of Residency assessment, and that the maintenance works are raised immediately.

Note: The works do not need to be completed prior to the transfer of residency taking place, however they must be raised in order to ensure that they are linked with the account, which will be terminated.

9.4 Residency Condition Report

In all transfer circumstances a new residency condition report should be completed for the new and in some cases existing renter. The Residency Condition Report can be done either at the time of inspection if no maintenance works are required or once maintenance works are completed.

Arrange an appointment for the new renters to sign the Residential Residency Agreement. The appointment should take place within two weeks of approving the transfer request.

Request the household to provide current income and asset documentation at the interview in order to reconfirm eligibility and to assess their rebated rent.

Also the remaining renter is responsible for any outstanding debt on the account.

Note: New applicants added to a residency are not liable for any debts outstanding on the previous account. Once the transfer is complete have all renters sign the Residential Residency Agreement.

9.5 Mutual Swaps

Eligible renters are able to swap their current property with other Eastcoast Housing renters.

- Renters may choose to swap within or outside their current area of residence.
- Renters will only be considered for a swap if they are not in arrears, if either renter is in arrears the arrears must be paid up in full before a swap is made.
- Prior to an offer of transfer being made Eastcoast Housing inspects the property of the current renters. At the inspection, a condition report is completed and maintenance for which the renter is responsible is arranged and completed prior to transfer. This ensures that any costs for which the renter is responsible are charged to the renter's account and paid prior to the renter transferring.

10. Family Violence Situations

In a situation where a renter has advised a staff member of Eastcoast Housing that they are in a family violence situation, the worker is to place the renter on the transfer list with a note detailing the urgency of the situation.

Although the renter has been placed on the transfer list it there is often a waiting period for properties to become vacant. In the meantime it is important to link the renter in with the local support agencies and transitional housing providers.

In all cases of family violence staff are to refer the renter to the Women's Domestic Violence Crisis Service (WDVCS).

Telephone	Free Call	Administration
03 9373 0123	1800 015 188	03 9377 9600

Links to local support services after hours

National 1800RESPECT 1800 737732

Gippsland Support Services

South Gippsland/Bass Coast (Salvo Care)	5662 6400
	1800 221 200
Central/West Gippsland (Quantum)	5120 2000
	1800 243 455
East Gippsland (Lakes Community Health)	5152 0013
Far East Gippsland (Orbost Regional Health)	5154 6666

This service provides crisis telephone counselling, information and support

24 hours a day. They are a central point for access to women's refuge accommodation in Victoria and can arrange referral to support and accommodation services across the state for women and children experiencing family violence.

10.1 Lock change request from protected person

Under the Family Violence Protection Act 2008, Police can issue Family Violence Safety Notices to protect victims of family violence. These notices may contain conditions that are similar to family violence intervention orders including excluding the respondent from the family home.

If a renter is excluded from the property by an exclusion condition (in an interim or final family violence intervention order or family violence safety notice), the protected person (irrespective of whether they are a party to the residency agreement) who resides at the premises as their principal place of residence may change the locks pursuant to the RTA (s.70A).

Eastcoast Housing may assist in arranging a lock change at the protected person's request at no cost to that person or the registered renter.

See also: 10.12 2019 Family Violence Policy

11. Home Modification Assessments

On an annual basis, Eastcoast Housing conducts a home needs assessment for aged and disability renters. The home needs assessment is conducted through a survey sent to renters.

The purpose of the home needs assessment is to determine if any renters require disability modifications to their property.

A request for disability modification must be accompanied by support documentation from a health care professional such as an Occupational Therapist, in the form of a Clinical Medical Assessment.

Once the report has been submitted, this is then referred to the Property Manager for review and approval.

All data from the surveys is entered into the home needs spreadsheet.

Note: Where the health & safety of the renter/s may be at risk, works are approved by the Property Manager are to be completed as urgent (within 24 hours).

Note: See also Asset Management Chapter for information regarding major disability modification requests

12. Vacated Renters

A residency is considered terminated when a Residential Agreement between a renter or renters and Eastcoast Housing has concluded, and Eastcoast Housing has regained vacant possession of the property.

To facilitate the management processes, the Housing Officer is required to apply the appropriate termination procedures at the time of vacating as detailed in this chapter.

13. Residency Breaches and Dispute Resolution

13.1 *Dispute Resolution and Complaints*

The current complaints procedure is contained in the Eastcoast Housing policy manual (6. Complaints Chapter). In brief it provides for a range of options for renters to address their complaint whether those issues are with the organisation, neighbours or other parties involved in renter management and property maintenance.

All written complaints to Eastcoast Housing from neighbours or body corporate representatives will be responded to in the most appropriate manner within the guidelines of the Residential Tenancies Act 1997. Concerns can be heard over the telephone but no legal actions will be taken unless a written statement is received.

In general, if the grievance is with staff from Eastcoast Housing, the renter can lodge a complaint directly with the Managing Director. The complaint can either be verbal or in writing and Eastcoast Housing will, if requested, assist the renter when they wish to complain in writing.

A grievance will be investigated by the Manager's nominated representative who is obligated to respond, in writing, within 7 working days. When the initial response is verbal it must be followed up in writing within the 7-day timeframe.

Where the renter wishes to appeal the outcome of the matter they can lodge, either verbally or in writing, an appeal with the Managing Director directly who must respond in writing within 7 days of the lodgment of the appeal.

Finally if the renter is still wishing to take the matter further, they may lodge an appeal with the Board. Again this must be responded to in writing, within 7 days of the next Board meeting.

Where a complaint or dispute involves the renter and a neighbour or other involved party, Eastcoast Housing provides support to the renter to develop a clear and concisely documented complaint. Eastcoast Housing will support the renter to follow through with the complaint and will act as an advocate when required.

Eastcoast Housing will also act as the agent for the renter where the renter does not have the confidence or ability to act in his or her own right. In all cases the decision regarding the role Eastcoast Housing will play, and the outcomes of any action are put in writing and provided to the renter.

A sub-committee of the Board may form to deal with disputes as they arise. They will take on an active role in the dispute and grievance process and this will be encouraged and supported by Eastcoast Housing as the renter management provider.

Eastcoast Housing has experience in supporting positive tenancies involving people from disadvantaged groups. This experience includes management and resolution of disputes and grievances both as internal matters and also when the dispute involves external parties such as neighbours, etc.

Dispute resolution and responding to grievances is well managed within the current policy and protocol frameworks of Eastcoast Housing. (***See also Chapter 6 Complaints***)

13.2 Renter disputes rental arrears/maintenance arrears

Where a renter disputes any aspect of the arrears account information provided to them, Eastcoast Housing will provide full account details to demonstrate how the arrears were accrued.

Where a renter disputes any aspect of the arrears information details provided to them, Eastcoast Housing in conjunction with advocates relevant to the dispute will attempt to resolve the issue.

Where the dispute cannot be resolved through internal processes, resolution may be sought through either the Victorian Civil & Administrative Tribunal (VCAT) or Magistrates Court.

13.3 Breach of Residency

Any action arising from a breach of the RTA in relation to an existing residency is preceded by correspondence or direct contact from Eastcoast Housing informing the renter of the issue at hand. Phone calls and discussions are recorded in file notes. Written reports/case notes re meetings are maintained and follow up letters, when required, are sent to the renter. Any agreed decisions made, who is responsible for the actions and timelines for completion of tasks are all recorded and confirmed in writing to the renter.

In all cases copies of all correspondence are forwarded to the support agency for their information and attention where necessary and allowed through release of information.

13.3.1 Notice for Breach of Duty - to renter/s of rented premises

Both the residency agreement and several sections of the RTA, outline the duties of renters. When these duties are not met, or breached, a **Breach of Duty Notice** may be served on the renter. The breach notice has effect for 14 days from the date it is received by the renter. If the breach notice is posted, 3 business days are allowed for postage. Therefore the renter effectively has 17 days to remedy the breach from the date the notice is posted.

Where a renter fails to remedy a breach or the breach re-occurs, Eastcoast Housing may either issue a second breach of duty notice OR make an application to VCAT to seek a Compliance Order. A Compliance Order is an order the Tribunal makes which directs the renter to restrain any action that is in breach of the residency agreement or the RTA, or require any action in the performance of a residency agreement or of duties under the RTA.

Use the prescribed form for giving notice to renter/s for the following

- Using the premises in a way that caused a nuisance
- interfering with peace, privacy and comfort of neighbours
- causing damage to the property
- damaging the common areas
- not keeping the premises clean
- installing fixtures without consent
- altering, renovating, or adding to the premises without consent
- failing to restore the premises to their prior condition
- failing to supply new keys
- changing lock without consent
- failing to permit entry into the premises

13.3.2 Processing a Breach

Go online at <https://online.vcat.vic.gov.au/vol/common/login.jsp> and follow the process as prescribed.

13.3.3 How to serve this notice

You can serve this notice by hand, ordinary post or registered post

If you send a notice by ordinary or registered post, you must take into account the extra days it takes for the notice to be given. For ordinary post this usually means at least one business day after the notice was posted. For registered post this usually means at least two business days after the notice was posted.

For more information refer to *Renting a Home: A Guide for Renters and Residential Rental Providers* available from Consumer Affairs Victoria on 1300 55 8181.

13.3.4 When a Renter Remedies a Breach

Where a renter who has been issued a Breach of Duty notice remedies the breach, no further action is taken on that breach unless the renter does not maintain the remedy action.

The Housing Officer needs to continue to monitor the situation to determine whether the renter has remedied the breach behaviour as outlined in the breach of duty notice.

Failure to remedy the breach, or the re-occurrence of the breach after either of these actions may result in the serving of a Notice to Vacate and making application to seek an Order for Possession.

Providing a remedy to a breach means resolving the issue to the satisfaction of all concerned.

13.3.5 When a Renter Does Not Remedy a Breach

If the renter remedied the breach specified in the first breach of duty notice within the specified time and the breach later occurs, a second Breach of Duty notice may be sent OR an application made to VCAT to seek a Compliance Order.

Staff may only recommence legal action for breach behaviour occurring after the Breach of Duty notice remedy period (14 days plus three days postage) has elapsed. Breaches occurring during the remedy period may only be used as additional evidence supporting future legal action.

The RTA does not require a second breach of duty notice to be served prior to the Residential Rental Provider making application for a compliance order. The decision to pursue a Compliance Order instead of issuing a second breach of duty notice should be made by considering factors such as:

- how serious the breach is
- whether there have been other breaches during the residency

- the effect the breach is having on neighbours
- the amount of evidence that is available to support the case

13.3.6 Nuisance Behaviour

A Breach of Duty notice may be issued specifying a breach of RTA s. 60, if a renter uses the premises or allows the premises to be used in a way that causes nuisance or interference to a neighbour. Where a renter or visitor engages in the following activities:

- excessive shouting and/or use of abusive language toward a neighbour
- continually plays loud music late at night
- deliberately banging on walls, slamming of doors
- exposing themselves to neighbours
- throwing rubbish or objects that will not cause harm or injury
- lighting of small fires in common areas

13.3.7 Dangerous Behaviour

An Immediate Notice to Vacate may be issued when the renter or the renter's visitor by act or omission endangers the safety of occupiers of neighbouring premises.

An application for a possession order under this section requires conduct that endangers the safety of neighbouring occupiers, and the conduct or the danger needs to be continuing when the Notice to Vacate is served.

The power to give a notice to vacate under section 244 requires a real risk of danger to the physical or mental health of occupiers

Where a renter or visitor has threatened an occupier of neighbouring premises, the seriousness of the threat is taken into consideration,

Staff should discuss the incident with the Managing Director to resolve, and may need to contact Legal Services for further assistance in such applications.

Prior to issuing the Immediate Notice to Vacate, Eastcoast Housing will conduct an immediate investigation to confirm that the reported incident occurred and whether there is a need for the Police to be involved.

Renters who believe they are threatened by dangerous behaviour are also encouraged to contact the Police and seek their own legal advice. Legal Aid Victoria, may be able to give advice regarding legal protection that is available outside the residency laws.

13.3.8 Illegal Activity

A notice to vacate may be issued where a report has been made of unlawful activities occurring from the rented premises. Illegal activity may include drug cultivation or alleged drug dealing from the premises.

The local Police are contacted to confirm information and Legal Services are consulted to seek further clarification.

14. Disputes between Household Members

Eastcoast Housing Staff may receive requests from renters to intervene when relationships between household members have broken down.

A renter who has been physically abused by their partner may request to evict the household member who has abused them.

If conflict between household members does not involve a breach of the Residential Residency Agreement or the RTA, then Eastcoast Housing does not have the legal authority to intervene.

Where a residency breach has not occurred, the parties concerned are referred to community support or other services, including the Police, who may be able to provide assistance.

If a residency breach has occurred, the appropriate action must be taken. Where a renter has permitted visitors to stay without the consent of Eastcoast Housing, and the visitors refuse to leave, a Notice to Vacate against the renter under s. 253 of the RTA may be issued for assignment or sub-letting without consent. Action is taken against all renters, not individual household members.

14.1 When a Household Member requests intervention

If the dispute between the household members does not involve a breach of their Residency Agreement, advise the client that Eastcoast Housing does not have the legal right to remove another member of the household from the premises.

They will have to take further action themselves to resolve the matter if both parties refuse to leave the premises. Provide them with information about community agencies that may assist

them in resolving the matter. For example, Transitional Housing Managers, Rental Housing Support Agencies, the Police, Legal Aid if the dispute occurred as a result of family violence etc.

If the dispute involves a breach of the Residency Agreement, e.g. a household member causes damage to property or other renters complain, staff may issue a Breach of Duty Notice or an immediate Notice to Vacate when there is a case of endangerment.

15. Renters in Danger

Renters may apply for a transfer when:

- Police or a community support worker recommends that the renter be moved to alternative housing for their safety
- The renter has reasonable grounds to believe they are under threat of physical violence and fear residing in their current housing
- The renter will be a witness at VCAT either voluntarily or by summons and as a result, their safety may be endangered if they continue to reside in their current property.

16. Immediate Notice to Vacate – Dangerous Behaviour

Situations involving dangerous behaviour require immediate action. The RTA 1997 allows a Residential Rental Provider to serve an Immediate Notice to Vacate on a renter in these circumstances. Due to the urgency of these matters there is no requirement to serve Breach of Duty Notices.

An Immediate Notice to Vacate is issued under the relevant section of the RTA where a renter or their visitor endangers the safety of occupiers of neighbouring premises.

Investigate and action all reports of dangerous behaviour immediately. Arrange to interview or home visit the person reporting the matter, and any witnesses, to discuss the details of the situation. Plan to conduct the interviews with another staff member. File note all discussions.

16.1 Establishing a Case of Dangerous Behaviour

Determine if, by act or omission, the renter has endangered the safety of a neighbour or property. If the conduct was dangerous, is there a real risk of it recurring so as to endanger the physical or mental health of neighbours?

An isolated incidence which is unlikely to be repeated will not be sufficient to establish a case of Dangerous Behaviour however the seriousness of the behaviour will be relevant to the decision to serve the Notice to Vacate.

Evidence of the likelihood of it recurring may be obtained from:

- residency history, breach notices / complaints
- The circumstances of the renter (perpetrator), for example, if they continue to reside in the property or are they in jail or hospital?

The victim/s must be an occupier of the neighbouring premises

17. Disputes between neighbouring renters

Where two or more neighbouring renters are in serious conflict and it is difficult to determine if a residency breach has occurred, Eastcoast Housing will encourage and assist the involved parties in a mediation process.

If the conflict is not resolved through mediation, Eastcoast Housing may make a general application to VCAT for a legal resolution.

The Tribunal has the power to make any decision appropriate, including:

- an order to restrain any action in breach of a residency agreement or the provisions of the RTA
- an order to require any action in the performance of a residency agreement or of duties under the RTA

Staff may, after discussion with management, make application to VCAT for an order of intervention, compliance and or restraint in relation to disputes between neighbours.

If a renter fails to abide by an order made, contact the Managing Director for further advice.

18. Disputes between renters and neighbours

- Submit written documentation to support allegations via Report of Complaint register form
- Provide Complaints Policy Statement
- The Managing Director is advised of the matter
- Maintain all documentation on renter file

- Refer the matter to the police if there is criminal activity involved
- Refer the parties for mediation. (see Policy: How to make a Complaint)
- Relocate renter if required and possible

19. Contacting a Local Council

Local Councils may be involved in the resolution of issues concerning rubbish, pets, cleanliness and/or health issues.

Where a breach of the RTA has been established, a Breach of Duty Notice should be served on the renter.

Arrange a meeting with the appropriate staff member from the local Council. Advise them of the complaint that has been reported and discuss with them:

- any action that has already taken to resolve the problem
- a joint inspection of the premises
- any action they can take directly
- timelines for any action they may take
- taking legal action through the Magistrates' Court
- giving evidence at a VCAT hearing

Write to the Local Council confirming the discussion which took place and the agreed process for resolution.

Prepare a file note detailing the following information:

- date of telephone call or meeting
- name of Local Government staff member involved
- details of discussion
- details of the agreed resolution process

20. Illegal Occupants and Squatters

Eastcoast Housing aims to re-let standard properties two weeks after they are vacated to eligible households with applications on waiting lists. However, in some circumstances, renters may leave their property and, it may become re-occupied without consent.

If the occupants have been allowed to remain in the property by the previous renter without the license or consent of Eastcoast Housing, they are illegal occupants. Legal action for their removal is taken in accordance with the Residential Tenancies Act 1997 (RTA).

Persons who occupy properties without the consent of the Residential Rental Provider and without the authority of the previous renter are squatters. Eastcoast Housing takes legal action for removal of squatters in accordance with Section 9 of the Summary Offences Act 1966.

Squatters and illegal occupants are given advice on alternative housing options and Eastcoast Housing may also refer them to local community agencies for housing and non-housing related support services.

In circumstances where a property is either illegally occupied or squatted, the occupants are advised that they are residing in the property without the Residential Rental Provider's consent and that they must leave immediately.

We do not give a specific time frame for them to leave the property as the Victorian Civil and Administrative Tribunal may determine that residency rights have been established by doing so.

We also advise them that Eastcoast Housing will be commencing legal action to regain possession of the property and that they should make arrangements to move out as soon as possible.

If they cannot be contacted, they are advised in writing:

- they are occupying the property without the Residential Rental Provider's consent
- they should vacate the property
- that EHA will commence legal action to regain possession of the property
- they can contact local services immediately for referral and information on alternative housing options

After receiving information that a property is occupied without consent, check the property details. If the property is a vacant property, arrange a home visit with another staff member within one working day.

If the property is a rented property, send a letter to the renter immediately requesting they contact the Housing Officer to arrange an interview to discuss their residency.

If there is no response within five working days, visit the property with another worker to establish who is residing in the property.

If the current occupants do not respond to attempts made by the Housing Officer by phone/mail and the property has not been vacated, send a Notice in accordance with the Residential Tenancies Act, to inspect the property. This will enable you to gain access to the property to confirm whether it is rented.

Check whether there is evidence of recent occupation of the property e.g. food in the fridge, the power is connected, the property is furnished and the mail has been collected. Leave a note requesting the occupants to contact the worker by close of business the next working day. If the occupants do not contact the office, commence legal action.

Contact essential service (electricity, gas etc.) providers and ask them to confirm if the services are still connected in the renter's name.

If a vacated property is occupied and the occupants do not contact the worker, assume the occupants are squatters and commence legal action to regain possession of the property

Visit the property and advise the occupant that you are visiting to confirm residency details. Ask them their name and date of birth, and the name and date of birth of other people living with them in the property. If necessary, request documentation to confirm their identification.

If the renter no longer resides in the property and the occupant is not a listed household member, advise them that they are occupying the property illegally and they must make arrangements to leave the property immediately.

Inform the occupants that legal action for their removal will commence immediately.

Advise the occupants to contact VCAT for further information so that they can make an application. Also advise them to contact the Renters Union of Victoria on 9416 2577 for further advice.

If the occupants are not at the property when the home visit is conducted, leave a card requesting the occupants contact the Housing Officer to arrange an interview by close of business the next day.

21. Renter Vacates

All renters must give at least two weeks' notice of their intention to vacate. Once a renter has advised a staff member of Eastcoast Housing of their intention to vacate, staff must:

- Advise the renter of total rental amount owing calculated up to their vacate date
- Have the renter complete an exit form, either sent to the renter or completed by the worker over the phone
- Conduct a condition report (See chapter 9 Asset Management Inspecting a property when a renter vacates)

22. Primary renter is deceased

Eastcoast Housing terminates a residency agreement if:

The renter is deceased and

- There are no remaining household members eligible for a transfer of residency, and
- The Legal Personal Representative (LPR) /Next of Kin (NOK) offers up vacant possession, or
- A Notice to Vacate is served on the LPR/NOK and VCAT makes an order of possession, or
- Where no LPR/NOK has been identified, and state Trustees are unwilling to assist, staff must apply to VCAT for an order to terminate the residency, and if required, reapply to VCAT to obtain an Order of Possession

NB: When residency rights are transferred from one household member to another, the residency is terminated and another one created. Eastcoast Housing does not take vacant possession of the property.

In the case where the renter has died, the residency agreement is still in effect until such time as Eastcoast Housing is given notification of the death of the renter by the appointed executor of the deceased estate or next of kin, in accordance with the Residential Tenancies Act 1997.

In circumstances where the primary renter has died and the remaining occupants or next of kin seek to occupy the property, they must apply to Eastcoast Housing for a transfer of residency.

If the application for a transfer of residency is successful, the applicant is authorized to remain in the property and a new rental account is created.

If the application for a transfer of residency is unsuccessful, the applicant is contacted and asked to vacate the property and return the keys. If the occupant is not willing to leave the property then a notice to vacate is issued and an application is made to the Victorian Civil and Administrative Tribunal in accordance with the Residential Tenancies Act 1997.

23. Giving Notice

The renter/s is required to give written notice prior to vacating their property. Notice is given by completing a 'Renter Notice of Termination' form or by supplying the same information in a letter to the office.

Written notice 28 days prior to vacating, is preferred, however it is not mandatory. It is understood that renters will not always be able to provide 28 days' notice. Eastcoast Housing will accept a 14 day notice to vacate period.

Note: The renter remains responsible for payment of the rent up until the termination date.

If a renter vacates their rental property after giving less than 28 days' notice, the residency and rent charges are terminated on the day that vacant possession is offered up.

It is important that staff ensure the vacating renter signs a 'Renter Notice of Termination' form. If the renter returns the keys without the termination form, staff should obtain an Order of Abandonment to regain possession of the property.

The RTA 1997 allows a co-renter from a joint residency to terminate and offer vacant possession of their property on behalf of other co-renters.

24. Abandoned Property & Goods

It is the responsibility of the renter to arrange removal of all goods from the property before returning the keys. Goods left behind in the property are treated as abandoned goods. If there are costs incurred for rubbish disposal these are charged to the vacated account by way of a maintenance claim charged to the renter. (See chapter 9 Asset Management).

25. Eviction Due to Unpaid Rent (see rent arrears section)

Once an order of possession has been granted it is then to be decided by the worker, after consultation with the Managing Director, if a warrant of possession will be requested.

If the warrant of possession is deemed to be required, then the following process takes place:

- A request is sent via VCAT online for a warrant of possession
- Warrant of possession is received by Eastcoast Housing , it is then either hand delivered or faxed to the police
- The police will contact and advise when the plan to go ahead with the eviction
- Once the police have actioned the warrant of possession, the property is then legally in the control of Eastcoast Housing.

26. Conflict of Interest (see chapter 5 Practice Standards)

Employees have the responsibility to work in the best interests of the Organisation and avoid situations and actions that may be, or create the appearance of being, in conflict with the company's overall objectives and principles.

If a staff member of Eastcoast Housing is in a situation, which they believe that they may have a conflict of interest, it is appropriate to discuss the matter with the Managing Director.

27. Other Obligations of the Agency

27.1 *Renter participation and consultation*

Eastcoast Housing encourages the involvement of our renters/customers in our service.

Eastcoast Housing appreciates feedback from our renters/customers. This may be in the form of a comment or suggestion on how we could improve our services or praise/complaint regarding a member of staff. Eastcoast Housing will always take the time to listen, learn and ensure that all feedback is responded to.

Eastcoast Housing is committed to providing opportunities for prospective, new and current renters to contribute to the continual development and improvement of our servicing, products and communication of the Association, consistent with the Eastcoast Housing Mission, Vision and Values.

Eastcoast Housing aims to achieve this strategy primarily with information provision and regular communication throughout the residency of ways renters can actively participate in the life and future development of the Association.

All prospective applicants and renters will be provided with information and invited to provide feedback in the following ways:

- In Renters Information Packs – a pack of pre-addressed forms will be provided to encourage Renters to report any concerns, suggestions or positive comments.
- Within six months of sign up New Renters will be invited to attend an interview, answer a phone survey or fill out a written survey that seeks their feedback and experience through the allocations procedure, their level of satisfaction with Staff, and how they have experienced the processes imposed by AHA.
- Within twelve months of sign up Renters will again be invited to feedback, (in the manner of their choice), their comments on process, procedures and specifically around maintenance requests follow up including staff helpfulness.
- After the first year of residency, Renters will be requested to fill out an annual customer feedback form.
- If any major changes in Policy or Procedure is being put forward for consideration or determined necessary, then Eastcoast Housing will take proactive steps to either consult or give ample notice to Renters to gain their responses and feedback, to further inform AHA in its decision-making processes.
- In addition to the above, renters at any time will be encouraged to provide feedback by phone call or correspondence.

28. Public Information

Services, brochures, office hours, internet site

29. Forums

Eastcoast Housing aims to conduct four renter forums annually inform the community of updates within the organisation and seek feedback on our operations. These may be formal or informal sessions.

30. Facebook

Facebook will be updated on a regular basis with information published from renter members, board members, staff and the community to inform, advise and update the members.

31. Client Surveys

To keep the organisation updated in regards the quality of services provided and assist in evaluating the provision of services offered to our renters.

The purpose of this process is to encourage continuous quality improvement in community housing and to provide a mechanism for external certification of performance levels.

32. Victorian Civil and Administrative Tribunal

Please seek advice from Consumer Affairs and/or VCAT if unsure about any procedures.

32.1 Lodging the Applications

Eastcoast Housing lodges applications online at
<https://online.vcat.vic.gov.au/vol/common/login.jsp>

Principal Registrar

Residential Tenancies List

Victorian Civil and Administrative Tribunal

GPO Box 5408CC (55 King Street)

MELBOURNE VIC 3001

Phone # 1300 01 8228

Fax # (03) 9628 9822

32.2 Presenting the Case at the Tribunal

Consider any possible submissions the renter or their representative may present to the Tribunal and prepare draft responses to them.

For example, hardship arguments under Section 25(1) of the RTA.

- Contact the Managing Director if assistance or advice is needed during preparation of the case for the Tribunal hearing.
- Make three copies of all documents to be presented as evidence.

The Tribunal is likely to call for a copy of the documents, and the renter is also entitled to have a copy.

Organise and mark the documents to correspond in order with the list of witnesses and evidence. This will ensure that evidence is presented in a logical sequence.

At the hearing present all the information as prepared in the submission.

In certain circumstances it may be appropriate to request written reasons for VCAT decisions. This must be made at the start of the hearing, and will be at the discretion of the VCAT member.

Where an Immediate Notice to Vacate has been served and the Managing Director has granted approval to immediately seek a Warrant of Possession, request both an Order for Possession and Warrant for Eviction at the hearing.

33. Applications for Adjournments - Residential Tenancies List

The purpose of this document is to provide useful information about VCAT procedures concerning applications for adjournments in the Residential Tenancies List.

Where the Tribunal is requested to adjourn the proceeding, it may still be necessary for Eastcoast Housing to satisfy the Tribunal that the application is valid, therefore, the **summary of proofs** must nevertheless be completed and submitted.

33.1 Adjournment Application Process

A party to the proceeding may apply to the Tribunal for an adjournment by completing an *Application for Adjournment* form. Full and accurate details must be provided.

A request for an adjournment must be made to VCAT in writing and sent by post, facsimile or hand delivered. The request must be received at VCAT no later than 4:00 pm 2 business days before the scheduled hearing date. Example: for a hearing scheduled on Friday, the request must be received no later than 4:00 p.m. on Wednesday.

The adjournment request will be considered by a Member and a written decision to adjourn or not will be sent to all parties. When adjourning a case, the Tribunal may order that the person seeking the adjournment notify all other parties.

If an application is received later than 2 business days prior to the scheduled hearing date then, unless there are exceptional circumstances such as sudden serious ill health, it is unlikely that the case will be adjourned.

Late applications for an adjournment may be considered on the day of the hearing but the parties should be ready to proceed in the event that the adjournment request is refused.

33.2 *Consent to the Adjournment Request by the Other Party*

If the party requesting the adjournment obtains the consent of the other party/parties to the hearing being adjourned, the party requesting the adjournment should provide the Tribunal with an *Application for Adjournment* form signed by the other party/parties in the appropriate box. Alternatively, attach to the application form a letter signed by the party/all parties consenting to the adjournment.

33.3 *Evidence to Support the Adjournment Application*

If the adjournment is not consented to by the other party/parties, the party requesting the adjournment should, where possible, provide written evidence in support of the request such as a copy of a detailed medical certificate, a medical appointment card, an airline ticket or a travel itinerary.

Adjournments will generally not be granted where the party or agent seeking the adjournment is an organisation and another person is able to represent the party and give evidence.

34. Renter Property Damage

34.1 *Introduction*

This chapter outlines the processes by which Eastcoast Housing manages the recovery of the costs of Maintenance Renter Responsibility (MTR) property damage, in order to ensure the fair and consistent application of policy for all clients, within the context of the Residential Tenancies Act 1997 (RTA).

The objectives of the policy are:

- To establish common policy for the recovery of maintenance charges.
- To ensure that renters are treated equitably in the application and recovery of maintenance related charges.
- To ensure mitigating circumstances under which the renter cannot reasonably be held accountable for property damage are fully considered.
- To ensure that all legal requirements for pursuing maintenance related charges are met.

Eastcoast Housing aims to recover costs where repairs to a rental property are necessary as a result of damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission.

It is accepted there may be mitigating circumstances under which the renter cannot reasonably be held accountable for damage or neglect.

When Eastcoast Housing is required to undertake repairs to a public housing or community managed property or amenity due to damage by the renter, this work is raised as a Maintenance Claim against the Renter (MTR). The renter may pay for the damage as required, or if they do not agree with Eastcoast Housing's assessment of the damage, they are not required to repay the cost of the repairs until the charge is substantiated at the Victorian Civil and Administration Tribunal (VCAT).

The claim is considered substantiated, and appears on the renter's account, when VCAT grants an Order for Compensation.

Eastcoast Housing may serve an Immediate Notice to Vacate and apply to VCAT to seek an Order for Possession where the renter has:

- maliciously caused extensive damage
- failed to keep the premises clean, resulting in the premises becoming unfit for human habitation; or destroyed to the extent to be considered unsafe

34.2 Determining responsibility for maintenance charges

34.2.1 When the renter is not held responsible for charges

Information gathered in a variety of ways can assist to determine whether any damage identified should be a MTR. This may include:

- noting a detailed description of the damage
- taking photographs of damage, with permission from the renter
- noting information given by the renter or a third party regarding the cause of the damage
- Damage identified during a vacant unit inspection, recorded in the residency condition report
- Damage identified by a Housing Worker or Field Services Officer (FSO).

In attempting to confirm whether the renter is responsible for the cost of repairs, consider the frequency and explanations for, any similar or related incidents, to determine whether a

pattern of similar damage has emerged. It may be reasonable to charge a renter for the third incident of a series of like incidents that have been claimed to be accidents.

Take into consideration the condition of the property at the commencement of the residency based on information contained in the residency condition report and if applicable, photographs taken at the vacant unit inspection.

Before accepting information from a third party, such as a neighbour, friend, Police or contractor, explain that they may be required to attend VCAT regarding the information they have provided.

If the third party is unwilling or unable to attend VCAT, their evidence can be used but cannot be the sole basis on which to raise a MTR.

Eastcoast Housing does not claim costs from the renter if any of the following applies:

- previously completed works by Eastcoast Housing's contractor do not meet Eastcoast Housing's standards
- fixtures or fittings installed by Eastcoast Housing do not meet the required standards of Eastcoast Housing
- the damage was a result of the criminal actions of a third party and a Police report is provided
- damage was caused by storm activity
- damage was a result of Police actions
- the repairs are required as a result of fair wear and tear
- The property is vacant and it cannot be determined with certainty who caused the damage. For example, when a vacated or abandoned property is found to have damage and the possibility exists that persons have entered the premises without the consent of the Residential Rental Provider or the renter prior to a vacant unit inspection or before a Residency Condition Report can be completed.

Note: Where the sole renter is deceased refer to 'removal of goods from the property' in the Terminating Tenancies and Deceased Estates section

34.3 Claiming costs

The legal responsibilities of a community housing renter who has signed a residency agreement include:

- Taking care to avoid damage to the rented premises
- Keeping the rented premises in a reasonably clean condition
- Reporting problems promptly to ensure no further damage results

Eastcoast Housing claims the reasonable cost of works from the renter when repair works required are as a result of one or more of the following:

- The damage is malicious or willful, caused by a purposeful act or omission with the intention of causing damage to property or amenity, for example, a hole in a wall caused by the perpetrator of a violent act. Malicious or willful damage can also constitute criminal damage within the meaning of the Summary Offences Act 1966 and the Crimes Act 1958
- The damage is caused through carelessness, misuse, reckless indifference or a failure to take reasonable steps to prevent damage from occurring, for example: a fire caused by leaving clothes too close to a heater or leaving an oil burner unattended
- The damage is as a result of fire and the renter has been found guilty of committing arson or the damage resulted from renter negligence
- The damage is a result of the renter's failure to keep the property in a reasonably clean condition, and there are no demonstrated circumstances that mitigate the renter's responsibility in this regard
- The renter has made alterations during the residency with or without Eastcoast Housing's consent, and the property has not been restored to the condition existing at the start of the residency (where Eastcoast Housing is not retaining any non-standard fittings or fixtures),

Eastcoast Housing reserves the right to pursue costs against the perpetrator of violence who intentionally damages the Director's property through civil action. In such cases, the matter is referred to Police to prosecute the offender for willful damage.

See also: 10.08 2022 Renter Repair Charge

34.4 If the renter is declared bankrupt

Where MTRs exist on a renter's account, and the renter has been declared bankrupt, the MTRs are processed and ratified at VCAT in the usual way. However, the renter is not requested to enter a maintenance agreement or pay in full any charge that occurred prior to the date of bankruptcy.

While the charge is not recoverable, nor is it considered an outstanding charge when assessing the client for rehousing, it is a ratified debt that is held against the bankrupt estate. Eastcoast Housing, if listed as a creditor, will then be entitled to share in any payments from the proceeds of the bankrupt estate.

Renters remain responsible for paying any maintenance charges that occurred after the date of bankruptcy.

34.5 Statute of Limitations

Statute of Limitations legislation prevents action being taken through the courts to recover a debt where the debt occurred more than six years ago. Eastcoast Housing cannot take action to recover an MTR claim where it is more than six years old, as per the Limitation of Actions Act 1958 (LAA) (s.5 (1) (a)).

However, renters are required to repay any outstanding substantiated maintenance debts prior to being made an offer of housing. Eastcoast Housing cannot withhold further housing on the basis of any unsubstantiated maintenance claims.

34.6 Making an application to VCAT

Items that may be appropriate to present as evidence at VCAT may include:

- copies, dates and registered post details of notices served
- photographs
- a print out of the Residency transaction report
- copy of the section Notice Letter
- details of previous Maintenance charges

At the VCAT hearing, staff of Eastcoast Housing submit information to assist the VCAT Member to assess the appropriate cost of repairs such as:

- the date the subject of the claim was installed or completed, for example, when the carpet was laid, when the stove was installed, when the walls were last painted
- the residency start and end date
- the condition of the item or amenity at the start of the residency, as recorded and signed by the renter in the residency condition report
- notes of discussions with the renter about the claim, and details of any agreement made with the renter to reduce the claim

- your assessment of the depreciated value of items listed on the claim (if any).

If VCAT grants an Order for Compensation:

- record the details of the Order for Compensation on Chintaro
- make arrangements with the renter to sign a maintenance agreement.

If an Order for Compensation is not granted, deactivate the MTR in Chintaro (which will update Chintaro Repairs).

Employees of Eastcoast Housing make application to VCAT to seek an Order for Compensation in the following circumstances:

- the renter has not accepted liability for the charge, either by failing to return the Acceptance of Liability form or verbally
- the renter claims the cost of repairs is excessive or unreasonable
- for any unsubstantiated maintenance charge

Make the application to VCAT a minimum of 17 days after serving the notice.

Send the following to the renter by registered post:

- a copy of the application to VCAT
- a copy of the section notice/s

An application to VCAT can contain an unlimited number of charges, provided that the total amount does not exceed \$10,000 (this may be subject to change).

RTA states that VCAT has the jurisdiction to hear and determine cases for claims up to \$10,000 (this may be subject to change). The Magistrates' Court has the jurisdiction to hear cases for claims exceeding \$10,000 (this may be subject to change).

If a claim against a renter exceeds \$10,000 (this may be subject to change), Eastcoast Housing and the renter may agree to have the case heard at VCAT. An Instrument in Writing must be completed by both parties to allow this to occur.

Once this permission has been given to VCAT the permission cannot be withdrawn.

If the renter does not consent to the case being heard at VCAT, Eastcoast Housing seeks advice from Legal Services Branch in order to pursue the cost of repairs through the Magistrates' Court.

34.7 Pursuing claims on vacated accounts

All vacated maintenance charges are finalised by Eastcoast Housing and the charges either substantiated or reversed as appropriate. Renters reapplying for housing are required to pay all substantiated maintenance debts renter responsibility charges prior to being rehoused.

In the case of vacated renters, Eastcoast Housing makes an application to VCAT to seek compensation when the contractor has completed the repairs to the property and the final costs of the repairs have been established, that is, when the contractor's invoice has been paid.

Send the following to the renter by registered post:

- a copy of the application to VCAT
- a copy of the Notice letter.

34.8 Pursuing claims on current accounts

Eastcoast Housing takes action in order to recover maintenance charges on the current accounts of renters of community-managed housing.

Eastcoast Housing attempts to identify whether supports are in place that can assist the renter manage any issues that may have contributed to the property damage. Eastcoast Housing makes a referral to an appropriate support agency, with the renter's consent where a referral is likely to lessen or prevent further damage to the property.

In preparing for a VCAT hearing to determine the amount of compensation being sought at VCAT, Housing Workers must have regard to factors ordinarily contemplated by VCAT Members when representing Eastcoast Housing in compensation matters at VCAT. Such factors include:

- Blinds, curtains and fly wire damaged or missing - Consideration is given to the age, condition and "fair wear and tear". Sometimes the item in question may have depreciated completely, see ATO Depreciation Schedule.
- Carpet — the Australian Taxation Office Guide to Depreciation may be used as a guide (for carpets, the relevant period is 10 years). Generally replacement is allowed in the room in which the carpet was damaged with no allowance for matching carpet in other rooms.

- External Maintenance — whether items such as annual pruning and gutter clearing are Residential Rental Provider responsibility.
- Painting — a depreciation schedule of 10 years is appropriate given the quality of paint and workmanship in Director owned properties.
- Cleaning — whether there was a lack of care, or whether smoking was a contributing factor.

Consideration of the above factors will usually lead to a reduction in the amount of compensation sought at the VCAT hearing, and Housing Workers are required to consider the above factors in presenting evidence at VCAT irrespective of whether the renter attends the hearing.

When making application to VCAT for compensation, Eastcoast Housing's initial claim is for the full cost of repairs that have been charged to the renter.

For current renters, Eastcoast Housing makes an application to VCAT to seek an Order for Compensation a minimum of 17 days (14 days plus three days postage) after serving notice in one of the following circumstances:

- a) The renter has not accepted liability for the charge
- b) The renter has accepted liability but has not paid the charge
- c) For any unsubstantiated maintenance charge.

34.9 Notices served - Vacated renters

In the case of vacated renters, Eastcoast Housing makes an application to VCAT to seek an Order for Compensation when the contractor has completed the repairs to the property and the final costs of the repairs have been established, that is, when the contractor's invoice has been paid by Eastcoast Housing .

The application and Cost of Repairs letter is sent to the renter's last known address via registered post.

Renters who have vacated their property are entitled to a full refund of any credit in their account. If a maintenance or renter responsibility debt exists, renters with a rental credit are asked to accept liability for the charge and give permission for Eastcoast Housing to transfer

credit from the rental account to the maintenance account to pay the charges in full. Eastcoast Housing will only consider transfers between rental and maintenance accounts when:

- all job orders raised for the account have been invoiced and finalised, and the contractor paid
- the charges are renter responsibility

34.10 Sending notices to an interstate address

Where the renter has moved to an interstate address or given an interstate address as a forwarding address the following requirements apply:

Prepare the application form in the normal way. Attach the Form 4 notice to a copy of the application to VCAT and send to the renter/s by registered post.

Once the application has been sent to the renter, complete the affidavit of service and attach the original application and a copy of the form 4 notice as exhibit 1. Send the documents to VCAT by normal post.

Commonwealth legislation requires applicants to take additional steps prior to lodging an application where the respondent resides interstate. Where a renter has moved interstate or has given an interstate address as a forwarding address, the following applies.

Under the Service and Execution of Process Act 1992, a Form 4 must be attached to the copy of the application to VCAT that is sent to the renter. This is to provide the renter with information about defending a case in Victoria.

When the Form 4 is served on the renter, an Affidavit of Service must be completed by the Housing Officer and forwarded to VCAT with the original application form.

34.11 If the renter disputes the claim

If a current or vacated renter questions or disagrees with a maintenance claim or denies responsibility for the damage, they can request that the claim be reviewed by staff at Eastcoast Housing property prior to the matter proceeding to VCAT.

The renter is advised that if their request to have the debt reviewed at the local office is not successful, Eastcoast Housing will proceed with its application to VCAT for a hearing to substantiate the claim.

Eastcoast Housing reverses claims for maintenance costs when one of the following is established:

- the renter was not responsible for the maintenance works
- the damage is found to be beyond the reasonable control of the renter
- the damage is attributable to the gradual and expected deterioration of a property or its fixtures and fittings as a result of reasonable residential use of the property over time (fair wear and tear)
- there are mitigating circumstances under which the renter cannot reasonably be held accountable for damage
- There is insufficient evidence to support the claim.

34.12 Negotiating a reduced claim

Where the renter is not disputing the entire claim, Housing Workers are able to negotiate a reduced claim amount with the renter.

In negotiating a reduced claim, Housing Workers must consider any mitigating circumstances put forward by the renter, together with factors that would ordinarily be contemplated by VCAT such as fair wear and tear.

34.13 Agreements

Eastcoast Housing signs maintenance repayment agreements with renters when:

- the renter has accepted liability for the charge
- When VCAT has granted an Order for Compensation.

Agreements contain all unpaid renter responsibility charges, as these charges have been substantiated.

The minimum agreement amount for maintenance repayment agreements is \$5.00 per week. The combined agreement repayment amount for rental arrears and renter responsibility charges cannot exceed 30% of the household's assessable weekly income.

All substantiated maintenance charges are included in the one agreement. Additional renter responsibility charges debited to the account at later dates can be incorporated into a revised agreement.

34.14 Broken Agreements

Broken agreements will occur when the renter fails to make a required payment in relation to the agreement.

Broken agreements can be reinstated if the repayments are less than four weeks behind. If they are over four weeks behind, the agreement is cancelled and a new one negotiated and created.

Maintenance Agreement

EASTCOAST HOUSING

THIS MAINTENANCE AGREEMENT is made between:

EASTCOAST HOUSING

2/57 LLOYD STREET, MOE ('the RESIDENTIAL RENTAL PROVIDER')

AND

<<renters Name>> ('the RENTER')

We the renter (s) hereby acknowledge that we are jointly and severally liable to pay the Residential Rental Provider the cost of the repairs for the damage to the premises at <<Property address>> details of which are set out in the attached Notices.

The renter and the Residential Rental Provider agree that the reasonable costs of these repairs is \$..... IT IS AGREED by the renter (s) and the Residential Rental Provider as follows:

1. In addition to the weekly rent payable the renter (s) will pay the Residential Rental Provider the repair costs by weekly instalments of \$..... with the first of the weekly instalments being made on
2. For such time as the renter continues to maintain the payments due under this agreement, the Residential Rental Provider will not commence proceedings pursuant to the Residential Tenancies Act 1997 for the repair costs.

SIGNED BY THE RESIDENTIAL RENTAL PROVIDER

DATE:

SIGNED BY THE RENTER

DATE:

Broken Agreement Letter

EASTCOAST HOUSING

<Date>

Eastcoast Housing
Contact : **Housing Worker name**
Telephone
Facsimile

<Renter(s) name>
<Address>

Re: Account no. **xxxxxxxxxx**

Dear

Eastcoast Housing 's records indicate that you signed a maintenance agreement on **<date>**, for repayment of your maintenance arrears at **\$5.00** per week. These payments were to be made in addition to your normal weekly rent and any extra rental agreement repayments.

Our records show that you have not maintained payments as agreed in the maintenance agreement and your maintenance agreement is now **\$10.00** in arrears.

You are requested to contact your local Housing Worker at the Eastcoast Housing 's Office by the **<date>**. If you do not contact us Eastcoast Housing will apply forthwith to VCAT for an order that you pay this amount.

Yours sincerely,

<Housing Worker
Eastcoast Housing
Replacement Agreement Letter

EASTCOAST HOUSING

<Date>

Eastcoast Housing
Contact : <Housing Worker name>
Telephone
Facsimile

<Renter(s) name>
<Address>

Re: Account no. xxxxxxxxx

Maintenance Arrears

You have recently signed an Acceptance of Liability form for Renter Responsibility damage. On this form you have indicated that you wish to sign an agreement to repay the cost of repair of this damage. As you already have an agreement to repay previous damage, we have now prepared a new agreement incorporating both the old and the new charges for repairs.

Attached is the new agreement form for you to sign and date. This agreement sets out your new weekly repayments and when these payments are due to commence. When you sign and date this agreement, this agreement takes the place of all previous agreements relating to damage. The attachments inform you of the relevant damage(s) and cost(s) now associated with this agreement.

The total cost listed at the bottom of the attachments is the total cost of all the damage and repair charges that you have accepted liability for and have agreed to repay. This agreement form details the total cost that you are required to repay on this agreement.

Please sign and date this agreement and then return this agreement back to your local housing office as soon as possible.

If we do not receive a signed and dated agreement by 25/04/2010 we will assume that you have decided that this matter should now be decided by VCAT. We will then make application to VCAT to have this matter heard as soon as possible.

Thank you for your assistance

Yours sincerely,

<Housing Worker
Eastcoast Housing