

RENTER REPAIR CHARGE POLICY

Statement of Policy

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1. Purpose

This policy establishes the approach of Eastcoast Housing to clearly define the Renter's responsibilities and Eastcoast Housing responsibilities in maintenance.

Eastcoast Housing may charge Renters for the cost of repairing damage to a premises or undertaking services that the Renter is responsible for. Renter caused damage includes damages caused by children, partners, pets or any visitors invited into the property by the Renter.

2. Scope

This policy applies to all Renters managed by Eastcoast Housing under all relevant programs.

3. Approach to repair charges

- The Residential Tenancies Act (RTA) outlines the rights and duties of the Renter and the landlord (General duties of Renters and landlords) which forms the basis of the Renter repair charge policy.
- A Renter who becomes aware of damage to the rented premises must inform Eastcoast Housing as soon as possible.
- Eastcoast Housing will perform repairs to ensure that the premises are maintained in good repair unless these damages are as a result of actions by the renter, their family or their visitors.
- A Renter must avoid damage to premises or common areas:
 - (a) A Renter must ensure that care is taken to avoid damaging the rented premises.
 - (b) A Renter must take reasonable care to avoid damaging the common areas.
- Eastcoast Housing will seek to recover repair charges from Renters in circumstances where repairs to the premises are necessary, as a result of deliberate damage or neglect caused by the Renter, another household member or a visitor who enters the property with the Renter's permission.
- Eastcoast Housing will not seek to recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a Renter.
- Eastcoast Housing may seek to recover repair charges for damage caused by mental and physical health, instances of family violence, or third party criminal damage. The renter is expected to cooperate with Eastcoast Housing to hold responsible the person who caused the damages.
- Eastcoast Housing may not seek to recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced.
- The policy may not apply to circumstances where Renters, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, Eastcoast Housing may serve an immediate notice to vacate and seek an Order for Possession under s243 of the Act and claim compensation for these damages.

4. Repair charges

Repair charges for damage and repairs will be sought from Renters in the following circumstances: [the following list and categories are only an example, Eastcoast Housing may wish to simplify or elaborate as necessary].

Intentional or accidental damage to the property:

- alterations being made without approval
- alterations carried out by or on behalf of the Renter not conforming to Eastcoast Housing requirements
- fixtures or fittings installed do not meet the required standards of Eastcoast Housing
- floor coverings being removed without the consent of Eastcoast Housing
- malicious damage to the premises
- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

Neglectful damage:

- broken and damaged clotheslines and hoists
- broken windows
- burns or other damage to carpets that cannot be considered fair wear and tear
- damage caused by neglect ie. Unreported water leak
- damage to toilets, basins, showers, and bathtubs
- damaged/missing doors and security screens
- erroneous call outs
- failure to keep the property in a reasonably clean condition
- failure to take care to prevent damage to the property
- pest control (except termites)

Compliance with third party instructions:

- instances where emergency services are required to gain access to the premises, the Renter may be invoiced for the cost of any associated damage
- a direction from Victoria Police
- a direction from council by-laws [eg hoarding]
- a direction from the Metropolitan Fire Brigade or the Country Fire Authority
- the premises being damaged or destroyed by fire as a result of the actions of the Renter, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- a compensation or compliance order from VCAT

Conclusion of the Residency:

- approved alterations being made during the Residency and the premises not being restored to the condition existing at the start of the Residency or as at completion of the most recent works undertaken by Eastcoast Housing (fair wear and tear excepted)
- broken locks or where keys have not been returned to Eastcoast Housing at the end of a Residency
- end of Residency cleaning
- any costs associated with the removal of Renter property such as furniture, appliances, personal effects or vehicles left behind at the end of the Residency

Prior to taking any action in relation to damage to the premises / Residency breaches, Eastcoast Housing will investigate and confirm the Renter's responsibility for the damage, including discussing the matter with the Renter where this is possible. Eastcoast Housing will undertake a human rights impact assessment before determining whether to issue a Residency breach relevant to the level of damage at the property.

5. Renter responsibilities

Renters will:

- Abide by the terms and conditions of their Residency Agreement.
- Take good care of the property and keep it reasonably clean.
- Tell Eastcoast Housing as soon as possible if the property has been damaged.
- Pay costs for damage that results from deliberate action, mistreatment or negligence of a Renter, household member or visitor has been proven and to comply with orders to pay the cost of repairs or cleaning.
- Report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or family violence; and provide Eastcoast Housing with an event number and police report.
- Rectify any alterations carried out by the Renter before handing the keys back.
- Restore the property to the condition it was in at the start of the Residency, after allowing for fair wear and tear; and
- Return all keys to Eastcoast Housing.

6. Landlord responsibilities

Eastcoast Housing commits to fulfil its role as landlord under the RTA.

Eastcoast Housing will:

- Ensure the premises is in reasonably clean condition prior to a Residency commencing, is maintained to a community standard, and never below a habitable standard.
- Provides Renters with a written statement setting out the rights and duties of the Eastcoast Housing and the Renter under a Residency agreement.
- Inspect the premises every [6 or 12 months].
- Undertake responsive and cyclical maintenance, and has a flexible program of upgrades that can take advantage of vacancies.
- Ensure all maintenance is undertaken by qualified tradespeople.

7. Managing Renter repair charges

If Eastcoast Housing considers that the Renter has breached their responsibilities as outlines in the Residency agreement or in this or any other applicable policy by damaging the premises, the Eastcoast Housing may seek repair charges for the costs to repair the damage.

Eastcoast Housing will undertake the following steps to seek to recover repair charges:

- Inspect the premises and complete a property condition report ideally with the Renter present,
- Collect evidence of the damage sustained by the premises, and evidence of how the damage may have occurred, including photos,

- Detail in a transparent and comprehensive manner the repair charges to recover the costs of the repairs and maintenance,
- Provide the Renter in a written notice of the Renter repair and maintenance costs. The notice will outline the proposed terms of the repair charges and will also provide the Renter with the option to negotiate on these terms.
- In the interests of transparency and accountability, Eastcoast Housing will provide information relating to how the cost of repairs were determined.

8. Determining responsibility for damage to the premises

To determine who is responsible for the cost of repairing damage to the premises Eastcoast Housing will ensure the process is fair, timely and evidence based by:

- Inspecting the premises and documenting the damage where appropriate
- Taking into account the condition of the premises at the beginning of the Residency, as stated in the Property Condition Report and any evidence of work undertaken on the property
- Taking into account damage due to fair wear and tear, which Eastcoast Housing are responsible to repair
- Taking into account damage due to an emergency situation where there was good cause to believe that the Renter's health and wellbeing was at risk
- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the Renter is required to provide evidence
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases a Police report should be supplied by the Renter
- Discussing the items of damage with the Renter and recording information the Renter or a third party gives Eastcoast Housing about the possible cause of the damage
- Discussing the items of damage with the Renter and recording information the Renter or a third party gives Eastcoast Housing about the possible cause of the damage
- Taking into account the type of damage and any information concerning liability the Renter gives to Eastcoast Housing when reporting the damage

In circumstances of criminal activity, the Renter is requested to provide evidence within 7 days, proving the Renter has reported the matter to the Police, such as a Police statement and Police Event Number. Eastcoast Housing also requires the Renter to sign a release of information to allow us to discuss this matter with Police or relevant party.

Where Eastcoast Housing determines that the damage is a result of intentional damage, mistreatment or neglect, the Renter will be responsible for the cost of repair work.

Eastcoast Housing will seek to recover the cost of repairing the damage from the Renter or in certain circumstances, for example where the damage is a result of criminal activity from the person/persons responsible through the courts with the cooperation of the renter.

9. Appealing decisions about Renter repair costs

If a current or vacated Renter disputes the amount of the Renter repair charges or denies responsibility for the damage, Eastcoast Housing advises them of their right and the process to lodge an appeal for a review of the decision.

Eastcoast Housing will advise the Renter that they can apply to VCAT to have the condition of the premises and any damage determined by the tribunal (where applicable) as per the RTA.

10. Repayment Agreement

After responsibility has been resolved, Eastcoast Housing and the Renter will both sign a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments).

Renters may choose to have third party support in resolving and negotiating the matter. During the negotiation, staff will take into account fair wear and tear. Fixtures and fittings at the end of their useable life or programmed for replacement will not be subject to Renter repair charges.

If the Renter accepts liability for the identified damage, the claim should be considered a substantiated Renter repair charge. The Renter may either pay the amount in full or enter into a repayment agreement. The total repayment amount cannot exceed 5% of the household's total income unless approved by the Managing Director and agreed by the Renter.

If the Renter has vacated the property, the Renter repair charge will be held against the bond and any remaining monies owed will remain on account and/or compensation will be sought through VCAT.

11. Breach and Compliance Process

If an agreement cannot be reached, or an agreement is broken, Eastcoast Housing will pursue the costs through the breach and compliance process under the RTA.

This may include:

- issuing a breach of duty notice under s. 208: *Breach of Duty Notice* for:
 - s. 61: *Renter must avoid damage to premises or common areas*
 - s. 63: *Renter must keep rented premises clean*
 - s. 64: *Renter must not install fixtures, etc. without consent*

12. Communication

Eastcoast Housing will provide clear information to Renters on this policy and will inform Renters when the policy is being used to recover costs.

13. Legislation and standards

This policy implements the obligations of Eastcoast Housing under:

- Residential Tenancies Act 1997

- Housing Act 1983 (Vic)
- [Guidelines for Registered Housing Agencies published by DHHS](#)
- Performance Standards for Registered Housing Agencies

14. Transparency and accessibility

This policy will be available on the Eastcoast Housing website www.eha.org.au

Acknowledgement

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