



Government of **Western Australia**
Department of **Communities**



ABORIGINAL HOUSING SERVICES

POLICY MANUAL

PROPERTY AND TENANCY MANAGEMENT IN TOWN BASED AND REMOTE ABORIGINAL COMMUNITIES



Version 1.2 - April 2019

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HOUSING MANAGEMENT AGREEMENTS

In 2010 a legal framework was introduced allowing the Housing Authority (the legal entity operating as a directorate of the Department of Communities, ‘the Department’) to enter into a Housing Management Agreement (HMA) with an Aboriginal entity. An HMA lawfully permits the Department to manage nominated community properties in accordance with the *Residential Tenancies Act 1987* (RTA) on behalf of the Aboriginal entity.

In communities where an Aboriginal entity has not entered into an HMA, the Department provides an equivalent standard of service, applying the Departments policies and the RTA to the extent that it can be applied.

PROPERTY AND TENANCY MANAGEMENT

The Department is responsible for the delivery of property and tenancy management services in nominated town based and remote Aboriginal communities located in the Ngaanyatjarra lands, West and East Kimberley, Pilbara, Fitzroy Valley and Goldfields region.

The Department manages and coordinates the delivery of property and tenancy management services utilising staff employed directly by the Department, or through Regional Service Providers under contract to deliver services on the Departments behalf. The services provided include rent collection, arrears management, property repairs and maintenance, waitlist management and tenancy support.

HOW TO USE THIS POLICY MANUAL

This document is to be used to make consistent, fair and reasonable property and tenancy management decisions with respect to the unique circumstances encountered by clients living in remote and town based Aboriginal communities. Although this document has been developed to account for issues such as land tenure, cultural protocols and remoteness, it is essential that individual client circumstances be considered in the decision-making process.

The Department may apply discretion if a policy fails to meet the needs of a client.

This document is to be read in conjunction with the relevant community HMA to ensure that decisions are made in accordance with community protocols. The terms of an HMA take precedence over the policies outlined in this document.

Unless otherwise stated, the policies in this document apply to HMA and Non-HMA communities.

Refer to the glossary for key terms and definitions.

This document is reviewed periodically to ensure that the standards of service delivered by the Department continue to meet client and community expectations. All printed versions should be considered obsolete. The current version of this document is available from the Department’s website (<https://www.communities.wa.gov.au/services/housing/>) and is available in alternative formats on request.

CONTACT INFORMATION

For further information contact:

Contact: Manager of Business Improvement – Aboriginal Housing Services

Address: 99 Plain Street, East Perth WA 6004.

Email: BITEAM@communities.wa.gov.au

GLOSSARY

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| ABORIGINAL ENTITY | The Corporation or Body with interest in the land. |
| ABSENCE OF COMMUNITY COUNCIL | Where one does not exist, is not functional or has not engaged after reasonable attempts to make contact. |
| ACM | Asbestos Contained Material. A naturally occurring mineral used in the construction industry before 1987. |
| ADVERSE TENANCY HISTORY | A tenancy without reasonable property standards, has a tenancy debt, or has a history of not maintaining a payment arrangement. |
| APPLICANT | A person identified as an ‘applicant’ or ‘co-applicant’ on the Departments Aboriginal Housing Application Form. |
| AUSLAN | Australian Sign Language. |
| CLIENT INFORMATION | Information held by the Department. This includes (but is not limited to) revenue accounts, contact and income details as well as current and former tenancy history. |
| CLIENT | Applicants, tenants and householders. |
| CONFLICT OF INTEREST | Situations where a person or organisation has an interest, financial or otherwise, which could impact on the motivation or decision-making of an individual or organisation. For example, if a community council chairperson decides to allocate a family member ahead of a wait turn applicant without reason. |
| DISRUPTIVE BEHAVIOUR | Activities that cause a nuisance, or interfere with the peace, privacy or comfort of anyone in the immediate vicinity of the tenant’s property. |
| ESDs | Electrical Safety Devices. Include smoke alarms, Residual Current Devices (RCDs) and main-earth wiring. |
| FAMILY | Relatives connected by blood, marriage or de facto relationships (including past relationships), connections based on kinship, cultural or religious grounds and relationships based on dependency. |
| FAMILY VIOLENCE | Any act or threat of violence directed at a family member by a family member, or any behaviour directed at a family member by a family member to force, control or cause fear. |
| HMA COMMUNITIES | Aboriginal communities where an HMA is executed. |
| HMA | Housing Management Agreement. A legal agreement between the Department and an Aboriginal entity permitting the Department to lease community assets on behalf of the aboriginal entity and apply the RTA. |
| HOUSEHOLDER | Anyone not identified as a tenant or co-tenant and living at a property for more than eight weeks. |

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| HOUSING AUTHORITY (the Department) | The legal name of the Department of Communities – Housing Division. |
| ICS | Income Confirmation Scheme. A service used by the Department to verify a client's income directly with Centrelink. |
| INCOME | Cash, wages, benefits and/or any other income including interest and superannuation. |
| NON-ELECTRICAL SAFETY DEVICES | Includes restraining chains, anti-tilt brackets and air vents. |
| NON-HMA COMMUNITIES | Aboriginal communities where an HMA is not executed. |
| PCR | Property Condition Report. Documents containing information on the condition of a property before and after occupation. |
| POLICE REFERENCE NUMBER | Police Reference Number (PRN). |
| PROPERTY | The nominated residential lot (including the house). |
| REASONABLE ATTEMPT | An attempt to make contact on more than one occasion, either in writing, property visit or by phone. |
| REASONABLE PROPERTY STANDARDS | Internal and external areas, fixtures and fittings in a clean, safe and working condition. |
| REASONABLE TENANCY HISTORY | A tenancy that has consistently shown reasonable property standards, is free from tenancy debt, or has a history of maintaining a payment arrangement. |
| REGISTERED APPLICATION | Applications submitted in full but not yet endorsed. |
| RSP | Regional Service Provider. An organisation under contract to provide property and tenancy management services on behalf of the Department. |
| RTA | <i>Residential Tenancies Act (1987)</i> . The legislation which sets out the rights and responsibilities of landlords and tenants in Western Australia. |
| SUPPORTED ACCOMMODATION | Long or short-term accommodation for clients unable to live in their property for medical or other reasons. These facilities require board or rent to be paid. |
| TENANCY DEBTS | Current and former rent, tenant liability, sundry and vacated debts. |
| TENANT AND CO-TENANT | The person(s) who have signed a Tenancy Agreement and share equal rights and responsibilities under the RTA, including the right to occupy the premises. |
| TTY | Text Telephone - A phone solution for the hearing and speech impaired. |
| VISITOR | Anyone not identified as a tenant, co-tenant or householder and living at a property for less than eight weeks. |
| WAITLISTED | Applications submitted in full and endorsed. |

INFORMATION, DUTY OF CARE AND CONFLICT OF INTEREST POLICY

Although not a requirement under the *Housing Act 1980*, the Department will maintain client confidentiality and not share information with other government or non-government agencies unless the client provides written consent, is legally required, or if it is in the best interest of the public to do so. An employee of the Department in violation of the Information, Duty of Care and Conflict of Interest Policy will be subject to disciplinary action.

Information held by the Department is subject to the *Freedom of Information Act 1992*.

1. INFORMATION SHARING

- 1.1. The Department will assist and share client information with:
 - 1.1.1. State and Federal Agencies (including law enforcement).
 - 1.1.2. Royal Society for the Prevention of Cruelty to Animals WA Inc (RSPCA).
 - 1.1.3. Advocates with written consent from a client, authorising the release of information.
- 1.2. The Department may share client information with a person or body under contract to provide property and tenancy management services. The person or body will manage this information in accordance with the Information Sharing, Duty of Care and Conflict of Interest Policy.
- 1.3. The Department may share client information related to an application or tenancy with community council.
 - 1.3.1. Personal information including contact and income details will not be shared without written consent obtained from the client.
- 1.4. If a client makes a public comment, the Department (by authorisation of the Chief Executive Officer or nominee) may use any available information to explain the Department's position.

2. DUTY OF CARE

- 1.5. The Department has a duty of care to the community and those affected by any act of negligence caused by anyone employed directly or indirectly by the Department.

3. CONFLICT OF INTEREST

- 1.6. Actual, perceived or potential conflicts of interest will be reported and managed by the Manager Aboriginal Housing Services in accordance with internal Department processes.

APPEALS, COMPLAINTS AND FEEDBACK POLICY

The Department in all decision-making processes will apply the principles of procedural fairness. All decisions will be made without bias, using the evidence available at the time and documented to maintain accountability and transparency.

1. APPEALS, COMPLAINTS AND FEEDBACK.

- 1.1. Applicants and tenants have the right to appeal unfavourable decisions made against them using the Housing Appeals Mechanism.
 - 1.1.1. The Housing Appeals Mechanism cannot be used to appeal:
 - 1.1.1.1. Decisions made more than 12 months before an appeal is lodged.
 - 1.1.1.2. Decisions made by a community council.
 - 1.1.1.3. Decisions made by a Minister or member of the Departments Corporate Executive team.
 - 1.1.1.4. Decisions subject to legal, ministerial or Ombudsman action.
- 1.2. Clients can contact the Department's Complaints and Feedback line - 1800 257 677.

DISCRETIONARY DECISION-MAKING POLICY

1. RIGHT TO EXERCISE DISCRETION

- 1.1. The Department reserves the right to apply discretion to make a decision regarding a customer which may vary, modify or fall outside of existing policy and guidelines.
- 1.2. Officers with approval to apply discretion include the Minister for Housing, CEO Department of Communities, Director Client Services North and Aboriginal Housing, Manager Aboriginal Housing Services, Regional Managers, Area Managers, Tenancy Support and Contract Services Manager, Team Leaders, Aboriginal Housing Regional Advisors and Senior Contract Managers.

CULTURE AND LANGUAGE POLICY

1. CULTURE AND LANGUAGE

- 1.1. The Department will consider the cultural needs, obligations and customs of Aboriginal and Torres Strait Islander clients when making property and tenancy management decisions.
- 1.2. Aboriginal and Torres Strait Islander clients will be informed of their rights and responsibilities.
- 1.3. Cultural and language support will be provided for clients on request.
- 1.4. The Department will accept documents produced in languages other than English.
- 1.5. Clients can contact the Department on - 1800 093 325.
 - 1.5.1. Clients with a hearing impairment can contact: (08) 9221 3985.

COMMUNITY COUNCIL POLICY

1. CONSULTATION AND DECISION MAKING

- 1.1. The Department will consult, notify or seek endorsement from community council on matters outlined in the relevant HMA.
 - 1.1.1. In the absence of a community council, the Department will act in the best interest of the client and the community.
- 1.2. The Department recognises the sovereignty of community councils in their decision-making.
- 1.3. Decisions made by a community council are expected to have been made and documented in accordance with Rulebook Directions and Directors' Resolutions.
- 1.4. A community council may decline an application or client request provided that the decision has been made and documented in accordance with Community Council Policy 1.3.

2. DISPUTES AND COMPLAINTS

- 2.1. Disputes or complaints between the Department and community councils will be managed as outlined in the relevant HMA.
- 2.2. The Department will not manage disputes or complaints between clients and community councils.

FAMILY VIOLENCE POLICY

The Department will support victims (including dependent children and pets) experiencing, or at risk of experiencing family violence. The Department recognises that family violence is widespread, occurs in a variety of contexts and is not limited by gender, cultural or social group. All decisions concerning family violence will focus on child safety and the welfare of victims. The Department has

no legal authority to remove or have a person removed from a property. If there is a safety or welfare concern, contact the West Australian Police Force – 000 (for emergencies) or 131 444.

1. DEFINING FAMILY VIOLENCE

1.1. Family violence is:

1.1.1. Any act or threat of violence directed at a family member, by a family member.

1.1.2. Any behaviour directed at a family member, by a family member to force, control or cause fear.

2. APPLICANTS

2.1. If written evidence from a prescribed person (as defined in the RTA) confirms that an applicant or their dependent(s) are experiencing, or at risk of experiencing family violence, the Department will request that community council consider applicants to be allocated a property at the next available opportunity.

3. SECURITY

3.1. Tenants experiencing, or at risk of experiencing family violence may:

3.1.1. Change the locks themselves, or request that the Department change the locks and not give a key to any person, including a co-tenant, that they identify.

3.1.2. Request that the Department install additional security fixtures.

3.1.3. Install or modify security fixtures at their own cost and without consent.

3.1.3.1. The Department may on application reimburse tenants for these costs.

4. PROPERTY DAMAGE

4.1. Perpetrators will be held accountable for all costs associated with repairing property damage as a result of an incident of family violence.

5. TENANT ABSENCE

5.1. A tenant unable to occupy their property due to family violence will have a \$0 rent limit applied for the period that they remain unable to occupy their property.

5.2. A co-tenant unable to occupy their property due to family violence will have their income assessed at \$0 for the period that they remain unable to occupy their property.

6. TERMINATION ON GROUNDS OF FAMILY VIOLENCE – CO TENANTS

6.1. If a co-tenant or their dependent(s) is experiencing or at risk of experiencing family violence, the co-tenant may:

6.1.1. Terminate their interest in the tenancy by providing the Department with a Notice of Termination of Tenancy Interest with supporting evidence as prescribed in the RTA.

6.1.2. Apply to a court to terminate their own, or the perpetrators interest in the tenancy

6.2. A co-tenant who is the perpetrator of family violence may apply to a court to terminate their interest in a tenancy.

DISABILITY SERVICES POLICY

1. DISABILITY SERVICES

1.1. The Department will meet the housing needs of any client with a disability that is permanent or likely to be permanent.

- 1.2. Applicants with a disability are required to provide supporting documentation completed by a medical professional which confirms:
 - 1.2.1. The nature of the disability and its permanency or probable permanency.
 - 1.2.2. How the disability may affect the clients current and long-term housing needs.
 - 1.2.3. The details of any housing additions and/or modifications to meet the client's needs.
- 1.3. The Department will arrange for an occupational therapist to assess a property and will install any recommended additions and/or modifications that may be required.
 - 1.3.1. If major property modifications are required, the Department may relocate the client to a more suitable property. If housing stock is unsuitable or unavailable and if budget permits, the Department may consider other housing alternatives.

APPLICATIONS POLICY

1. ELIGIBILITY

- 1.1. Applicants are required to meet eligibility criteria.
 - 1.1.1. HMA: See Annexure A (1) of the relevant HMA.
 - 1.1.2. Non-HMA: Applicants are required to be of Aboriginal or Torres Strait Islander descent, at least 16 years of age and have a family, cultural or traditional connection to the community.
- 1.2. An applicant's self-declaration of a link to the community will be accepted.
- 1.3. Applicants may only have one Aboriginal housing application waitlisted at any time.
 - 1.3.1. Eligibility for other Government or Community Housing options is not affected.

2. APPLICATION REQUIREMENTS

- 2.1. Applications will only be registered if:
 - 2.1.1. Completed in full.
 - 2.1.2. Proof of identity documents has been supplied for all applicants. See Appendix 1.
 - 2.1.3. Applicants with a disability have provided documentation in accordance with Disability Services Policy 1.2.
 - 2.1.4. Applicants with former tenancy debts have entered into a payment arrangement.
 - 2.1.4.1. Applicants that default will have their application withdrawn.

3. ONE HOUSE

- 3.1. Applicants living in a Government or Community Housing property are required to vacate within four weeks of accepting an Offer of Accommodation for a property in a town based or remote Aboriginal community.
 - 3.1.1. Applicants that fail to vacate within four weeks will have their Offer of Accommodation withdrawn.

4. APPLICATION ENDORSEMENT

- 4.1. Applications are required to be endorsed by community council before being waitlisted.
 - 4.1.1. Community council may decline an application in accordance with Community Council Policy 1.3.
 - 4.1.2. In the absence of community council, the Department will endorse applications that satisfy the requirements of Applications 1 and 2.
- 4.2. Manager Aboriginal Housing Services is required to assess all applications made by an employee of the Department before the application can be waitlisted.

- 4.3. The Department may refuse an application under Section 15 (e) of the *Housing Act 1980*.
- 4.4. Applicants with an adverse tenancy history may have their application endorsed if they agree to reasonable conditions: including, but not limited to an initial fixed term tenancy or engagement with a tenancy support provider.

WAITLIST POLICY

1. WAITLIST MANAGEMENT

- 1.1. Applicants will be waitlisted according to the date their application was registered.
- 1.2. Community council may:
 - 1.2.1. Review their waitlist on request.
 - 1.2.2. Withdraw an application in accordance with Community Council Policy 1.3.
- 1.3. In addition to an annual application review, applicants are required to notify the Department of any change in personal details or housing need.

2. ANNUAL APPLICATION REVIEW

- 2.1. On the anniversary of an applications registered date, applicants will be mailed an annual application review form that is required to be completed and returned to the Department.
 - 2.1.1. Applicants that fail to respond or are uncontactable after reasonable attempts will have their application withdrawn.

ALLOCATIONS POLICY

1. ALLOCATIONS

- 1.1. Allocations will be made based on the requirements outlined in the relevant HMA.
 - 1.1.1. Allocations made in an HMA community are required to be endorsed by community council before an Offer of Accommodation can be made.
 - 1.1.2. In the absence of community council, the Department will endorse an allocation in accordance with Allocations Policy 1.2.
- 1.2. Allocations will be based on an applicant's position on the waitlist and their suitability for the available property.
 - 1.2.1. Suitability is based on meeting the needs of the household in terms of the number of bedrooms available and amenity level.
 - 1.2.2. The Department may apply discretion will be applied if demand, availability or suitability limits an opportunity for an allocation.
- 1.3. Applicants that decline an Offer of Accommodation will have their application withdrawn unless evidence is provided by the applicant to support that the property is unsuitable for disability or cultural reasons.
- 1.4. Applicants may defer an allocation and remain waitlisted for a maximum of six months from the date that the original Offer of Accommodation was made.
 - 1.4.1. Applicants unable to accept a property at the end of this period will have their application withdrawn.

TENANCY MANAGEMENT POLICY

1. DEPARTMENT OF COMMUNITIES REQUIREMENTS

- 1.1. The Department will:

- 1.1.1. Provide property and tenancy management services in accordance with the *RTA*, *HMA* (if applicable) and relevant community by-laws.
- 1.1.2. Inform tenants of their rights, responsibilities and expectations.

2. TENANT REQUIREMENTS

2.1. Tenants are required to:

- 2.1.1. Maintain their tenancy in accordance with the standards outlined in their Tenancy Agreement, the *RTA* and community by-laws.
 - 2.1.1.1. Tenants in a Non-*HMA* community are expected to maintain their tenancy in accordance with the standards outlined in their Tenancy Agreement, the *RTA* and community by-laws.
- 2.1.2. Continuously occupy their property.
 - 2.1.2.1. Excluding absences referenced in Tenancy Management Policy 6.
- 2.1.3. Notify the Department of any change in household income by more than \$10 a week.
- 2.1.4. Notify the Department if a householder moves away, or if a visitor stays for longer than eight weeks.
- 2.1.5. Ensure that ESDs are in a clean, safe and working condition.
 - 2.1.5.1. Report damaged or defective ESDs immediately to the Department.
 - 2.1.5.2. Test ESDs every three months.

3. PAYMENT OF RENT AND OTHER CHARGES

3.1. Tenants in an *HMA* community are:

- 3.1.1. Required to pay rent and other charges.
- 3.1.2. Accountable for debts incurred due to non-payment from householders.

3.2. Tenants in a Non-*HMA* community are:

- 3.2.1. Responsible for maintaining contributions to fund property repairs and maintenance.

4. CONDUCT, DISRUPTIVE BEHAVIOUR & ILLEGAL USE

- 4.1. Tenants are responsible for their own actions, the actions of their householders and the actions of their visitors.
- 4.2. Tenants, householders and visitors are not to engage in or allow disruptive behaviour which interferes with the reasonable peace, privacy or comfort of others.
- 4.3. Tenants are not to use or allow their property to be used for an illegal purpose.
- 4.4. In consultation with the relevant community council (if applicable), the Department will:
 - 4.4.1. Investigate complaints of disruptive and illegal behaviour.
 - 4.4.2. Commence legal action to terminate a tenancy, depending on the severity or frequency of an act.

5. PROPERTY STANDARDS

5.1. Tenants are responsible for:

- 5.1.1. Maintaining reasonable property standards.
- 5.1.2. Ensuring that their property is free from pests.
- 5.1.3. Ensuring that unroadworthy vehicles are not kept without the Department's approval.

6. ABANDONMENT AND TENANT ABSENCE

- 6.1. The Department will consider a property 'abandoned' if a tenant is absent from their property for longer than eight weeks.

6.1.1. Excluding absences confirmed by community council and relate to:

6.1.1.1. Cultural circumstances.

6.1.1.1.1. HMA: See Annexure A and Schedule D of the relevant HMA.

6.1.1.1.2. Non-HMA: If there is evidence that the absence is related to Sorry or Lore business.

6.1.1.2. A weather event or fire, making their property inaccessible or uninhabitable.

6.1.1.3. In the absence of community council, the Department will act in the best interest of the tenant and community.

6.2. Tenants are responsible for ensuring that in their absence:

6.2.1. Rent and other payments are maintained.

6.2.1.1. Exceptions may apply as outlined in Schedule D of the relevant HMA.

6.2.2. Clients that occupy or visit the property in the absence of tenants are required to conduct themselves in accordance with Tenancy Management Policy 4.

6.2.3. Reasonable property standards are maintained.

6.2.4. Maintenance is reported to the Department.

6.3. Tenants can request that a client housesit their property for up to six months, subject to community council endorsement.

6.3.1. In the absence of community council, the Department will act in the best interest of the tenant and community.

6.4. Tenants incarcerated for more than six months are required to vacate their tenancy.

7. PETS

7.1. Pets are not to breach any Act, Regulation or By-Law.

7.1.1. Restricted breeds are not to be kept on the property. See *Dog Regulations Act 2013*.

8. ENDING A TENANCY

8.1. A tenancy is ended:

8.1.1. On the death of a sole tenant.

8.1.2. By Court Order.

8.1.3. On the date that the Department receives a Vacate Form completed in full.

8.2. Tenants are responsible for the condition of a property until a tenancy is ended.

8.3. A new Tenancy Agreement is required to be signed if a co-tenant leaves or assigns the tenancy over to any remaining co-tenant(s).

8.3.1. Tenancy debts will be apportioned in accordance with Debt Management Policy 1.2.

8.4. On the death of a co-tenant, the existing tenancy remains in force. A new Tenancy Agreement is not required to be signed.

8.4.1. Tenancy debts will be apportioned to the surviving tenants in accordance with Debt Management Policy 1.2.

8.5. The Department will complete a pre-vacate inspection if provided with twenty-one days' notice of an intention to vacate.

8.6. Before a property is vacated, tenants are required to return their property to the standard indicated on their ingoing PCR.

8.6.1. Household items (including personal documents) need to be removed.

8.6.1.1. Remaining household items (including personal documents) will be handled in accordance with to Section 79 and 80A of the RTA.

8.6.2. Tenant liability will be charged for the costs associated with bringing a property back to a lettable standard.

8.7. Vacated accounts will be finalised within eight weeks of vacated maintenance being completed.

9. RIGHT OF SUCCESSION

9.1. There is no automatic right of succession by anyone other than a party to the existing Tenancy Agreement. Upon the death of a sole tenant, a family member may apply for succession in accordance with Annexure A of the relevant HMA (*If applicable*), subject to community council endorsement.

9.1.1. In the absence of community council, the Department will review all applications for succession and act in the best interest of the community.

10. LEGAL ACTION

10.1. The Department may commence legal action to terminate a tenancy if a breach of agreement has failed to be rectified. A breach of agreement may include but is not limited to non-payment of rent or tenant liability, failure to maintain reasonable property standards, disruptive behaviour or using the property for an illegal purpose.

10.1.1. Tenancies at risk will be referred to tenancy support services and/or other government and non-government organisations including the Department of Communities - Child Protection and Family Support.

11. LIQUOR RESTRICTED PROPERTY

11.1. Tenants and Aboriginal communities may apply for a Liquor Restricted Declaration.

12. INSPECTIONS

12.1. The Department will:

12.1.1. Conduct up to four property inspections each year.

12.1.2. Photograph all internal and external areas, fixtures and fittings to maintain a record of the properties condition.

12.1.3. Inspect and test all ESDs and arrange for a replacement if damaged or defective.

12.1.4. Inspect and test all Non-Electrical Safety Devices and arrange for a replacement if damaged or defective.

12.1.5. Inspect the property for maintenance issues and arrange for repairs as required.

12.1.5.1. Tenant liability may apply in accordance with Maintenance Policy 10.

12.2. Tenants are required to allow access for the Department to conduct an inspection.

12.2.1. Tenants unable to be present for an inspection are required to arrange for a person over the age of 16 to allow access.

13. TRANSFER AND HOUSE SWAP

13.1. Tenants with a reasonable tenancy history may apply to:

13.1.1. Transfer to another property in the same community.

13.1.2. House swap with a tenant in the same community.

13.1.3. Transfer to another community.

13.2. Discretion may be applied for tenants with an adverse tenancy history and applying to transfer due to family or cultural reasons.

13.3. Transfer applications are required to be endorsed by the receiving community council.

13.3.1. The receiving community council can choose to recognise any time that an application has accrued on another community waitlist.

13.3.2. In the absence of a community council, the Department will endorse an application made by an eligible applicant.

13.4. Transfer applications are waitlisted in accordance with Waitlist Policy 1.

13.5. Tenants occupying a property with two or more spare bedrooms or no longer require the use of a purpose built property may be negotiated with or incentivised to transfer to a more suitable property in accordance with Allocations Policy 1.2.1.

13.6. Tenants relocated for maintenance reasons will be returned to their original property upon completion of work, unless otherwise agreed with the Department.

RENT POLICY

1. RENT

1.1. Rent charged is calculated based on:

1.1.1. HMA: (up to) 25% of a household's gross assessable income (including all tenants and householders aged between 16-99 years who receive or are eligible to receive income or benefits). This figure is discounted by an amount equivalent to the average Local Government Rates for the region (if not paid by the Department).

1.1.2. Non-HMA: Per person or per property rate (including all tenants and householders aged between 16-99 years who receive or are eligible to receive income or benefits).

1.2. Rent calculations do not include non-assessable income types. See Appendix 2.

1.3. Rent charged will not be higher than the maximum rent value for the property.

1.4. Ministerial endorsement is required for the Department to implement alternative rent models.

1.5. In addition to an annual rent assessment, a rent assessment is required to be completed:

1.5.1. If household income changes by more than \$10 a week.

1.5.2. If a householder moves away, or visitor stays for longer than eight weeks.

1.5.3. The Department may backdate rental charges to the date that household income changed.

2. PROOF OF INCOME

2.1. Clients with written consent will have their income verified using the Centrelink ICS.

2.2. In addition to Centrelink ICS, clients may be required to provide evidence of income:

2.2.1. Centrelink benefit – A Centrelink statement no more than four weeks old.

2.2.2. Wages/salary – 12 weeks of consecutive payslips or employer verification statement.

2.2.3. Self-employed – Notice of Assessment issued by the Australian Taxation Office.

2.3. Clients will be deemed to receive the base statutory benefit unless evidence is provided that proves they are ineligible to receive a benefit.

3. ANNUAL RENT ASSESSMENT

3.1. On the anniversary of a tenant's occupation, applicants will be mailed an annual rent assessment form that is required to be completed and returned to the Department with supporting evidence (if required).

3.1.1. Applicants that fail to respond within a reasonable timeframe or are uncontactable after reasonable attempts may have maximum rent charged until the document is received and completed in full.

4. MAXIMUM RENT

4.1. A properties maximum rent is based on:

4.1.1. Town-based: Public Housing market rents in the same location.

4.1.2. Remote: Replacement cost (including surcharges) for a property over 25-years.

5. ABSENTEE RENT

5.1. Tenants and householders:

5.1.1. In supported accommodation will have their income assessed at \$0 for a maximum of three months.

5.1.2. Unable to occupy their property due to a weather event or fire, will have a rent limit set to \$0 for the period that the property remains inaccessible or uninhabitable.

5.1.3. Incarcerated for less than six months will have their income assessed at \$0 for the duration of their sentence.

DEBT MANAGEMENT POLICY

1. DEBT MANAGEMENT

1.1 Applicants and tenants (both current and former) are required to repay tenancy debts:

1.1.1 By lump sum or payment arrangement.

1.1.1.1 Verbal or written instruction from a tenant will be accepted as authorising the Department to set up a payment arrangement.

1.2 The Department will not request a payment arrangement of more than 30% of an individual's fortnightly income (inclusive of rent and arrears).

1.2.1 The Department will accept a request from an individual to pay more than 30% of their fortnightly income (inclusive of rent and arrears).

1.3 Clients may contribute to the repayment of another client's tenancy debts.

1.4 Tenants that fail to enter into or maintain their payment arrangement may be subject to:

1.4.1 HMA: Legal action in accordance with Section 62 of the RTA.

1.4.2 Non-HMA: The suspension of non-essential maintenance.

MAINTENANCE POLICY

1. DEPARTMENT OF COMMUNITIES REQUIREMENTS

1.1. The Department will:

1.1.1. Provide property repairs and maintenance services.

1.1.2. Ensure ingoing tenants occupy a property that is:

1.1.2.1. In a clean, safe and working condition.

1.1.2.2. Free from pests.

1.1.2.3. Safe, secure and habitable.

1.1.2.4. Compliant with building, health and safety Laws, Acts, Regulations and Codes.

1.1.3. Occupy vacant properties within reasonable timeframes and not leave any property empty without reason.

1.1.3.1. A non-lettable property will be left vacant if:

1.1.3.1.1. Located in a community with no demand.

1.1.3.1.2. Damaged beyond repair and earmarked for remediation.

2. TENANT REQUIREMENTS

2.1. Tenants are required to:

2.1.1. Maintain reasonable property standards.

2.1.2. Report maintenance to the Department.

2.1.3. Allow access for the Department to conduct an inspection.

2.1.3.1. Tenants unable to be present for an inspection are required to arrange for a person over the age of 16 to allow access.

2.1.4. Obtain contents insurance to insure their personal belongings.

3. ELECTRICAL SAFETY DEVICES

3.1. The Department will ensure that all properties are fitted with at least:

3.1.1. Two compliant RCDs.

3.1.2. One compliant smoke alarm.

3.2. ESDs will be inspected and tested:

3.2.1. By the Department, as part of each bi-annual, ingoing and outgoing inspection.

3.2.2. By a Head Maintenance Contractor after completing electrical or vacated maintenance.

4. AIR CONDITIONING

4.1. Air conditioning units will be managed in accordance with Maintenance Policy 6.

5. ADDITIONAL SECURITY

5.1. The Department will supply and install additional security for occupants at risk.

6. ADDITIONS, IMPROVEMENTS AND NON-STANDARD ITEMS

6.1. Tenants may apply to make additions and improvements to their property at their own expense and without reimbursement. Any additions and improvements are required to comply with all relevant Laws, Acts, Regulations and Codes.

6.1.1. Tenants are required to obtain approval from the Department (and local authority if required) before commencing work. Additions or improvements made without approval is required to be removed by the tenant, at their own expense.

6.1.2. At the end of a tenancy, additions or improvements installed during the tenancy are required to be removed at the tenant's expense.

6.1.3. Basketball rings are not to be installed on any wall or structure.

6.2. The Department will not maintain non-standard items noted on a Tenancy Agreement signed before 1 July 2013.

6.2.1. The Department will maintain non-standard items unless specified as not working on the ingoing PCR after 1 July 2013.

7. MAINTENANCE CATEGORY TIMEFRAMES:

7.1. Urgent (P2 & P2R) maintenance include repairs required to resolve an urgent issue relating to health and safety or an essential service.

7.1.1. Completed within 24 hours after being reported to the Department.

7.2. Priority (P3) maintenance includes repairs required to resolve an issue that does not relate to health and safety or an essential service.

7.2.1. Completed within 72 hours after being reported to the Department.

7.3. Planned (P4) maintenance includes repairs that are non-essential. P4 maintenance is issued in bulk on a quarterly basis.

7.3.1. Completed within 28 days of a work order being issued.

8. DEMOLITION AND REDEVELOPMENT/REFURBISHMENT

8.1. The Department will apply discretion to the level of maintenance issued for properties considered for demolition or refurbishment.

9. PROPERTY CONDITION REPORT

9.1. The Department will provide:

9.1.1. An ingoing tenant with two copies of an ingoing PCR within seven days of occupying.

9.1.2. A vacating tenant with an Outgoing PCR within 14 days of a property being vacated.

9.1.2.1. Tenants have the right to be present for an outgoing property inspection.

10. TENANT LIABILITY

10.1. Tenants are responsible for the costs associated with repairing property damage if there is evidence, or if it can reasonably be assumed that the repair is required due to an intentional, negligent or reckless act.

10.2. Repairs considered to be tenant liability include, but are not limited to the following:

10.2.1. The removal of rubbish, car bodies and heavy cleaning upon vacation.

10.2.2. Plumbing blockages caused by foreign objects, *e.g. Household items and grease*.

10.2.3. The replacement of ESDs that have been damaged or removed.

10.2.4. The replacement of lost keys (*including barrel replacement and forced entry*).

10.2.5. Rectifying an electrical fault due to tampering by an unauthorised person.

10.2.6. Forced entry by the West Australian Police Force.

10.3. Tenant liability will not be charged for:

10.3.1. Repairs considered to be the result of fair wear and tear.

10.3.2. Replacement of stolen items if a relevant PRN is provided.

10.3.3. Vandal damage if a relevant PRN is provided.

10.3.4. Property damage caused by householders or visitors if the tenant has taken reasonable steps to prevent further damage and a relevant PRN is provided.

10.3.5. Repairs required due to an incident of family violence if a relevant PRN is provided.

10.4. The Department may apply discretion for damage considered 'accidental'.

10.5. The Department will charge tenant liability at the following rates depending on the age and time since a similar repair was completed.

10.5.1. Appliances: 0 – 3 years 80%, 3 – 5 years 50%, 5 – 9 years 25%.

10.5.2. Flywire and Painting: 0 – 2 years 80%, 2 – 3 years 60%, 2 – 4 years 40%, 4 – 5 years 25%.

APPENDIX 1

PROOF OF IDENTITY DOCUMENTS

The Department will accept one of the following documents to verify the identity of a client. A document not listed below may be used to verify the identity of a client at the discretion of the receiving officer.

1. Letter or declaration from a community council or reputable community contact.
2. Birth Certificate.

3. Centrelink Card.
4. Driver's License (*or any state or federal-issued photographic identification*).
5. Marriage Certificate.
6. Medicare/Healthcare card.
7. Passport.

APPENDIX 2

NON-ASSESSABLE INCOME PAYMENTS

Non-Assessable Income is defined as allowances and benefits paid for a specific purpose and which are usually required in their entirety for that purpose. These payments are not included in the calculation of rent.

1. \$50 of weekly income for working disabled
2. Abstudy Incidentals Allowance.
3. Attendant Allowance
4. Austudy/Abstudy Pensioner Educational Allowance
5. Austudy/Abstudy Fares Allowance
6. Basic Family Payment (minimum standard payment)
7. Basic Family Tax Benefit Part A
8. Bereavement payment.
9. Carer Allowance (Previously Child Disability Allowance)
10. Carer Allowance (previously Domiciliary Nursing Care Benefit)
11. Child Care Rebate
12. Clothing Allowance
13. Decoration Allowance
14. Department of Veteran's Affairs - Where the DVA War Disability Pension, Intermediate, Extreme, and TPI pensions are the sole source of income or only a part Centrelink pension or allowance is paid, then the appropriate pension rate (single or couple) is deemed for that household for the rent to income assessment.
15. Double Orphans Pension
16. Education Entry Payments
17. Employment Entry Payments
18. English War Disability Pensions
19. Ex-gratia F-111 lump sum payment of either \$40,000 or \$10,000 made to eligible military personnel, public servants and Disability Adjustment
20. Family Tax Payment - The assessable component of Family Payments income is assessed at 10% of Additional Family Tax Benefit A and 5% of Family Tax Benefit Part B; Basic Family Tax Benefit Part A is non-assessable.
21. Incentive Allowance
22. Intermediate War Pension
23. Isolated Children's Allowance
24. Maternity Allowance and Maternity Immunisation Allowance
25. Mobility Allowance
26. Multiple Birth Allowance.
27. One off payment in June 2001 of \$25 000 to War Veterans or widows/widowers
28. Orphans, Ward of the State and Foster Child's Allowance.
29. Pension Supplement (GST component)
30. Pharmaceutical Allowance
31. Recreational Transport Allowance
32. Remote Area Allowance
33. Telephone Allowance
34. Permanent Invalid (TPI) War Pension
35. Training Allowance
36. Vehicle Assistance Scheme
37. War Disability Pension (General rate)