



Bungree
HOUSING SERVICES

BUNGREE ABORIGINAL ASSOCIATION - HOUSING SERVICES
Housing Policy & Procedures Manual 2020

TABLE OF CONTENTS

History

Introduction

1.0 Building Relationships with the Aboriginal Community and Working in Partnership to Deliver the Bungree Housing Program

1.1 Community Forums

1.2 Inviting Feedback

1.3 How Community Knows About Us

1.4 Our Community Presence and Our Partnerships

1.5 Tenant Surveys and Feedback

1.6 Appeals, Complaints and Disputes

1.6.1 Appeals and Complaints Process

1.7 The Bungree Tenant Handbook

2.0 Privacy and Confidentiality Policy

2.1 Tenant Files, Security of Files and Release of Information

2.2 Security of Tenant Files

2.3 Release of Information

3.0 Social and Affordable Housing Eligibility and Applications for Social and Affordable Housing

3.1 Applicants Found Not Eligible for Social or Affordable Housing – Bungree Housing or Housing Managed on Behalf of Another Aboriginal Organisation

3.2 Applicants Who Are Deemed as Being Adequately Housed, Consideration Under Just Cause or Extenuating Circumstances

4.0 Allocation of Social and Affordable Housing and Filling a Vacancy

4.1 Preparing a Vacant Home for a New Tenant (Property Condition Report)

5.0 New Tenancies – Signing a New Tenant

5.1 Documents to be Completed at the Sign Up Meeting

5.2 Paying the Rental Bond in Installments

6.0 Rent – Calculation, Payment, Increases, Arrears Management and Water Charging

6.1 Calculating Rent

6.2 Payment of Rent

6.3 Rent Increases (Income Checks)

6.4 Arrears Management

6.5 Water Charges

7.0 Asset Maintenance – Urgent Repairs, Access to Properties, Requirements and Processes

7.1 Time Frames for Repairs

7.2 Out of Hours Requests

7.3 Non Urgent Repairs (7-14 Days)

7.4 Planned and Cyclical Maintenance Works

7.5 Twice Yearly Inspections

7.6 Tenant Obligations

7.7 Tenant Modifications

7.8 Maintenance of Gardens

7.9 If an Occupied Property Has Been Broken Into

7.10 Pets

7.11 Swimming Pools

7.12 Modification of Properties

7.13 Tenant Improvements

7.14 Authority to Approve

7.15 Modification Requiring Council Approval

7.16 Tenant Refusal of Access for Property Inspection or Repairs

7.17 Bungree Asset Maintenance Plan

7.18 Recognition of Good Tenants

8.0 Other Tenancy Management Policies and Procedures – Succession, Mutual Exchange, Transfer, Request for Re-Housing, Absence from Property and Sustaining Tenancies

8.1 Facilitating a Request for Succession of Tenancy

8.2 Mutual Exchange Applications

8.3 Request for Re-Housing

8.4 Absence from Property

8.5 Eligibility for Reduced Rent

8.6 Sustaining Tenancies

8.7 Partnerships and Referrals

8.8 Noise, Dispute and Disturbance

9.0 Tenancy Management – Ending a Tenancy

9.1 Periods of Notice – End of Tenancy

9.2 Completing a Property Inspection at the End of the Residential Tenancy Agreement

9.3 Repairing Tenant/s Damage and Cleaning of the Property

9.4 Debt Recovery

9.5 Issuing of Notices – Bungree Initiated Termination

9.6 Issuing of Notices – Breaches of Agreement

9.7 Immediate Terminations – No Notice

9.8 Re-Dressing a Breach of Tenancy

9.9 Failure to Comply with Orders

9.10 Seeking Vacant Possession of the Property

9.11 Abandoned Goods

9.12 Abandoned Premises

9.13 Rental References

9.14 Returning the Keys

9.15 Return of Bond

9.16 Closing a Tenant File

Attachment 1 – Bungree Housing Policies

Attachment 2 – Forms And Templates

Attachment 3 – Bungree Tenant Handbook

HISTORY

Bungree Aboriginal Association (Bungree) was formed in 1995 under the New South Wales Office of Fair Trading and is a non-profit Association which delivers a wide and varied range of services for Aboriginal and Torres Strait Islander people. The programs delivered by the Association have been structured and designed to improve the living standards and well being of the Central Coast Aboriginal and Torres Strait Islander Community within the boundaries of the Central Coast region.

The Bungree Housing Program was the initiative of the staff and members of the Association when the housing needs both permanent and transitional of clients were identified during home visits by other program areas of Bungree.

At that time, Aboriginal and Torres Strait Islander people/families who were visited were living in sub standard housing and paying high rent in the private market and were experiencing difficulties in obtaining private rental, and as a result, access and equity to rental properties was becoming a concern for the Aboriginal and Torres Strait Islander people residing on the Central Coast.

Through dedication and determination by the staff and members of Bungree, the Housing Program has now been established and is successful. Bungree is now a property owner of social and affordable housing, a manager of social and affordable housing on behalf of the NSW Aboriginal Housing Office (AHO) and on behalf of other Aboriginal organisations. Accordingly, these procedures have been developed to ensure compliance with the AHO Housing Services Policy Framework and Guidelines and other regulatory and asset owner requirements.

As a committed Association, the members and staff of Bungree have developed policies, standards, and guidelines in relation to the provision of housing that reflect a thorough understanding of the relevant laws and contractual obligations of a housing provider. We do this to deliver housing that meets the needs and expectations of Aboriginal people and families on the Central Coast.

Due to the growth of program and service delivery, Bungree officially registered and transferred to the Australian Security and Investments Commission (ASIC) as Bungree Aboriginal Association Company Limited by Guarantee in Feb 2016. At the same time, Bungree also became a nationally registered housing provider under the National Regulatory System for Community Housing. Bungree officially started trading at Bungree Aboriginal Association Ltd on the 1 July 2017.

INTRODUCTION

The Policy and Procedures Manual has been developed by Bungree Aboriginal Association to provide a plain English procedural guideline for the planning and delivery of the Bungree Housing Program. This document also supports the decision making of the Housing Team. This manual is current as at December 2019 and will be reviewed bi-annually or when required.

The policy and procedures have been developed based on the obligations of the NSW Residential Tenancies Act 2010, regulation and other legislation that is referenced in this document. This document is to be read in conjunction with other corporate policy and procedure related to Bungree operations and in addition to the Housing policies at Attachment 1. Supporting documentation and attachments referred to in this manual are at Attachment 2. The Tenant Handbook is Attachment 3.

It must be pointed out that "CONFIDENTIALITY" is paramount to the successful operations of the Association. All staff must understand the obligations to safeguard the privacy and confidentiality of applicants and tenants within the legislation and acts set out below. This includes the way applicant and tenant information is held, stored, shared and discussed.

BUNGREE HOUSING VISION

VISION

Aboriginal people have better life outcomes through access to secure and affordable housing

GOALS

- *Recognised as a professional housing provider for Aboriginal people*
- *Diversified housing stock to cater for community needs*
- *Capture the positive social impact from access to housing*

1.0 BUILDING RELATIONSHIPS WITH THE ABORIGINAL COMMUNITY AND WORKING IN PARTNERSHIP TO DELIVER THE BUNGREE HOUSING PROGRAM

NRSCH Performance Criteria 3 – Community engagement

Bungree understands that housing is an essential foundation to ensure the ongoing good health and wellbeing of Aboriginal people and families on the Central Coast. To achieve this, it is important that Bungree is a visible presence in what can be a complex service system. This section will provide the user with information on service promotion/ availability and a brief Introduction to working with tenants, applicants, community members, government and non-government service providers to ensure the best possible service delivery of the Housing Program.

Bungree owns social and affordable housing and manages housing on behalf of the AHO, the NSW Land and Housing Corporation (LAHC) and other Aboriginal organisations.

How we work with the Community and our commitment to quality improvement

1.1 COMMUNITY FORUMS

Bungree conducts a community forum once per year. The forum is advertised locally and is open for all interested members, clients, tenants and network service providers of the Central Coast community to attend. The purpose of this forum is to provide information on all services that are delivered by Bungree and allowing for the necessary time for open forums and input into the service delivery.

Please note: Bungree develops strategies to ensure the changing needs and suggestions are addressed and being met for tenants/applicants (and consumers of the other programs and services).

1.2 INVITING FEEDBACK

Bungree welcomes any feedback on how we can improve our services to others and we welcome peoples experiences that help us get better at what we do. The Bungree website provides an opportunity for applicants, tenants and service users to let us know how we are doing and our Client Complaints and Appeals Policy sets out how clients can get in contact.

As all applicants, tenants and clients of other programs and members of Bungree are always involved in the service management, any recommended changes that are within the scope of the program's funding agreements are discussed with the applicant, tenant or client before any recommendation for change is addressed at the next available fully constituted membership meeting.

1.3 HOW COMMUNITY KNOW ABOUT US

Bungree's brochures are distributed through Public facilities e.g. Hospitals, schools, TAFE, Pacific Link, Coastal Community Tenancy, Mainstream Government and Non-Government service providers etc.

The Bungree website re-design provides a link to not only housing policy but to also link community members with other information and access to services to meet their needs.

1.4 OUR COMMUNITY PRESENCE AND OUR PARTNERSHIPS

- ✓ Wyong Shire and Gosford City Hospitals and community health care centres with the nursing network meetings.
- ✓ Making information available in language and format appropriate to a variety of consumer groups e.g. information clips, voice and images. There is also assistance available for sight impaired applicants to complete any relevant information.

- ✓ Direct mailing to Aboriginal Organisations and other Network Service Providers within the Central Coast Area.
- ✓ All staff employed within the Housing section are required to participate within the appropriate forums to ensure that Aboriginal people are represented. E.g. Housing NSW advisory, Central Coast Council for planning and future Housing developments.
- ✓ Attendance at various forums will change from time to time depending on the progress of the overall social/community housing planning and development on the Central Coast, Many Rivers Region and the State of NSW.

1.5 TENANT SURVEYS AND FEEDBACK

Bungree will conduct a survey every two years. The purpose of the survey will be to ensure our tenants are receiving a satisfactory service. The survey will include questions to seek the views of our tenants on topics such as:

- Timely responses on tenant requests.
- Communication tools and how well we communicate
- Turnaround times for general repairs and maintenance and urgent repairs
- Routine inspections
- Tradespeople conduct
- Planned maintenance and the condition of our houses

1.6 APPEALS, COMPLAINTS AND DISPUTES

Applicants who are on the waiting list and current tenants of Bungree properties have the right to appeal or complain about any process or decision which they believe has been unfairly assessed or treated. All tenants are informed about the appeals and complaints procedure when signing a Residential Tenancy Agreement or when seeking housing from Bungree.

Tenants, applicants and clients can make a complaint at any time verbally or in writing. Information on the Bungree website provides phone, email and mailing information.

Bungree keeps a record of all appeals and complaints. These are provided to the Board annually for review and assist to improve service provision. Staff are committed to ensure that community members, tenants and applicants are supported to provide feedback, to complain about service provision and to also appeal decisions. All Bungree policies linked on the Bungree website provide advice about how to appeal a decision.

Bungree tenants are encouraged to seek independent advice from other organisations.

Local tenants' advice service contact numbers are provided to all tenants. These services are provided in the event that tenant requires advocacy for any tenancy matter including those relating to the NSW Civil and Administrative Tribunal (NCAT).

Tenants, applicants and clients can make a complaint at any time verbally or in writing. Information on the Bungree website provides phone, email and mailing information.

Bungree keeps a record of all appeals and complaints. These are provided to the Board annually for review and assist to improve service provision. Staff are committed to ensure that community members, tenants and applicants are supported to provide feedback, to complain about service provision and to also appeal decisions. All Bungree policies linked on the Bungree website provide advice about how to appeal a decision.

Bungree tenants are encouraged to seek independent advice from other organisations

1.6.1 APPEALS AND COMPLAINTS PROCESS

Tenants are advised of the Bungree two tier approach to appeals and are advised of appealable decisions.

Level 1 – Internal Appeal

If tenants are not satisfied with the original decision made by Bungree, they have the right to request that the decision be reviewed by Bungree's CEO, the Bungree Board if applicable or the HAC. With an appropriate outcome provided within 28 days.

Level 2 – External Appeal

If tenants remain dissatisfied with the outcome of the internal appeal, they can access the independent appeals process via the NSW Housing Appeals Committee (HAC), the Registrar of Community Housing or the NSW Civil and Administrative Tribunal (NCAT).

1.7 THE BUNGREE TENANT HANDBOOK

The Bungree Tenant Handbook is provided to all applicants and tenants of Bungree housing. It sets out the requirements of both housing provider and tenant in the delivery of housing services and specifically provides information to tenants about how to lodge a complaint, manage a dispute, appeal a decision with Bungree and also how to escalate an appeal where the outcome is not satisfactory.

Local tenants' advice service contact numbers are provided to all tenants. These services are provided in the event that tenant requires advocacy for any tenancy matter including those relating to the NSW Civil and Administrative Tribunal (NCAT).

2.0 PRIVACY AND CONFIDENTIALITY POLICY

Purpose

To ensure that all staff recognise and meet their legal and ethical obligations to respect the rights of applicants or tenants to privacy and confidentiality.

Each applicant/tenant has a right to privacy and confidentiality in all aspects of his/her application, tenancy and service use and that the requirements of the Residential Tenancy Agreement and relevant Acts are recognised and respected.

Objective

Bungree staff have a responsibility to ensure that when services are provided and consent is given, that applicants and tenants have a comprehensive understanding of their rights and responsibilities when using the service and what can reasonably be expected from the sharing and collection of their personal information. There may also be times where a legal order mandates the exchange of information without the tenants consent. In these cases the matter is to be escalated to the CEO.

Bungree staff will achieve this by assisting an applicant or tenant to develop an understanding of the Bungree services model. This includes the need to share and collect information, the importance of gaining

consent to share information and to understand the need for the collection, storage and dissemination of personal information.

At Bungree, services operate under the relevant State and Commonwealth Privacy and Confidentiality legislation relating to the collection, storage and dissemination of personal data and information.

Minimum Standards

Bungree has developed written policies and procedures for protecting applicants/tenants privacy and confidentiality. Managers will undertake client information and record audits regularly and identify areas for improvement annually.

Legislation

- Privacy and Personal Information Act 1998 (PPIP Act)
- Health Records Information Act 2002

Bungree policy and procedures for protecting applicant and tenant privacy and confidentiality are made available to applicants and tenants in appropriate formats such as through the Tenant Handbook and on the Bungree website.

When considering applicants or when presenting client information, Bungree has developed a reference number system to identify applicants and tenants rather than the use of names to ensure that applicant and tenant information is protected.

- ✓ Bungree only collects applicant/tenant information that is directly relevant to effective service delivery.
- ✓ Each applicant/tenant is informed of the types of personal information that Bungree holds and the reasons for holding this information as an applicant and as a tenant.
- ✓ Each applicant/tenants consent is obtained before any information about him/her is sought or released by Bungree unless legally obligated.
- ✓ Each applicant/tenants right to dignity and privacy is recognised, respected and protected in relation to personal confidential information.

All Bungree staff will:

1. Follow all policy and procedures regarding privacy and confidentiality ensuring applicant and tenant information is stored securely and only shared with other staff who require it, and that applicant or tenant written permission is provided to exchange information.
2. Liaise with guardians and carer's in the event that an applicant or tenant is unable to consent to the release of information.
3. Ensure that information about extended families is not passed on to their families without the applicant/tenants permission.
4. Staff adhere to the requirement that information disclosed against the wishes of the applicant or tenant will only occur when:
 - A person or Bungree is subpoenaed to provide information for court proceedings.
5. Not discuss any private or confidential information with family members of applicants and tenants and will not discuss any applicant or tenant outside of Bungree.
6. Ensure the anonymity of applicant/tenants when providing statistics about its operating in annual reports and when reporting to government authorities.

2.1 TENANT FILES, SECURITY OF FILES AND RELEASE OF INFORMATION

On signing a Bungree housing application or a Residential Tenancy Agreement, each tenant will be advised of:

- The type of information which will be stored in their file e.g. Residential Tenancy Agreement
- Possible uses of the information
- Their right to access the information

The applicant is to be made aware that by being the tenant, Bungree is required to maintain necessary personal information as documented in the policies and procedures manual e.g. Application form or client profile

2.2 SECURITY OF TENANT FILES

The security of all applicants/ tenant's files is to be maintained at all times as follows:

- All files are to be secured in a lockable filing cabinet or password protected.
- Files are not to be removed from the cabinet, unless staff/s are currently working on the file. At no time will staff be permitted to take the tenant's file home with them. Staff are able to take the files from the office when attending the NSW Civil and Administrative Tribunal (NCAT)
- Obsolete tenant files are to be held for 7 years, then shredded by an appropriately registered contractor.

2.3 RELEASE OF INFORMATION

- Subject to the legal and duty of care requirements of Bungree, each tenant has the right to consent to release information
- The consent to disclose personal information must be signed by the tenant.
- Access to information by the applicant/tenant is to be supervised and limited to maintain confidentiality and includes only direct relevant information
- Sensitive information is to be released only to people or entities specified by the tenant
- In the event of incapacity and the tenant has not signed consent to disclose the next of kin will be contacted.
- All requests for access to applicant/tenant files must be addressed in writing and attention to the CEO of Bungree.

Bungree only collects Applicant/Tenant information that is directly relevant to effective service delivery.

3.0 SOCIAL AND AFFORDABLE HOUSING ELIGIBILITY AND APPLICATIONS FOR SOCIAL AND AFFORDABLE HOUSING

Purpose

All Aboriginal people that wish to apply for social and affordable housing understand eligibility criteria and the application process for social and affordable housing. All applicants are offered support to apply for social and affordable housing. Staff are mindful of levels of literacy and communicate eligibility criteria in a range of ways.

Legislation and regulatory requirements

NSW Residential Tenancies Act 2002

Privacy and Personal Information Act 1998 (PPIP Act)

Health Records Information Act 2002

NRSCH Performance outcome 1 – Tenant and Housing Services

Policy and related documents

AHO Housing Services Policy Framework

1.0 Bungree Access to Social Housing Policy

1.1 Bungree Allocation of Social Housing Policy

1.3 Bungree Affordable Housing Policy

- Letter to applicant – acceptance on Bungree wait list
- Letter to applicant – acceptance of expression of interest - Bungree wait list affordable housing
- Letter to applicant – ineligible for Bungree Housing

Objective

All Bungree housing applicants must meet the eligibility criteria to be placed in Bungree social and affordable housing. The Bungree Access to Social Housing Policy explains general eligibility for social housing. Aboriginal people from the Central Coast will often contact Bungree to enquire if they are eligible for social housing. All staff have an obligation to provide the correct information and to also explain the application pathway.

Bungree owns social and affordable housing and also manages social and affordable housing on behalf of others. This means that there may be a number of application pathways depending on the property owner.

Housing Pathways is the housing register for social housing in NSW. Applicants for AHO and at times, Bungree housing are selected from the housing pathways register. This register is managed by the Department of Communities and Justice Housing (DCJ Housing). Bungree also manages a housing application process for its own properties. From time to time applicants can be allocated from the Housing Pathways register or Bungree wait list dependant on need.

Bungree staff are to only take applications for Bungree owned houses. Staff are to encourage and support applicants to also register for social housing through Housing Pathways and to select AHO and Public housing options.

As a manager of other Aboriginal owned properties, each owner may specify criteria in excess to general low income housing eligibility. These are to be explained to applicants.

For affordable housing vacancies, Bungree may call for expression of interest from existing tenants or call for new applicants and may advertise affordable housing vacancies as per the Bungree Affordable Housing Policy.

Applicants that are experiencing homelessness are to be referred to the Bungree Homelessness team and advised to contact 1800 152 152

When an applicant contacts Bungree regarding housing eligibility all staff will:

- Refer to the Bungree Access to Social Housing Policy and provide an overview of general eligibility criteria for social housing (including other eligibility criteria that may apply for Aboriginal housing managed by Bungree).
- Advise applicants of the Bungree housing application process – noting that whilst an applicant may be eligible, a full assessment of housing need is required.
- Encourage applicants to register with Housing Pathways advising applicants to select both public and AHO housing and that applicants can apply through:
 - Phoning 1800 422 322
 - Online at FACS housing

What applicants will require when they apply for all types of housing

All applicants for Bungree and other types of housing will need to provide evidence of:

- Their identity (birth certificate, Medicare card or other types of identification)
- Confirmation of Aboriginality
- Proof of income or Centrelink statements or 2 payslips and information about child support payments
- Demonstration of need – letters of support, health documents or other information to demonstrate priority need for housing.

With the applicants permission, referrals to other relevant services should be made where applicants note risk factors such as homelessness, domestic and family violence, need for drug and alcohol support or other factors as noted by the applicant

When an applicant applies for Bungree Housing or other housing (not AHO) managed by Bungree.

- Staff must advise the applicant of the Bungree Privacy and Confidentiality Policy
- Staff are to assist the applicant to complete the online application form or assist the applicant to complete over the phone.
- Any information to support the application should be requested including history of tenancy with any other housing provider including public housing.
- Make an appointment for the applicant to attend the Bungree office for the application to be completed or an appointment made offsite where Bungree is managing housing not in the immediate Central Coast area.
- Staff are to also ask the tenant about the type of property they require, whether they have pets or any mobility issues.
- Acknowledge completion of the application and placement on the Bungree (or other housing wait list managed by Bungree not AHO) wait list.

- Begin an applicant file by entering the tenant details in the Sherlock Trust Management System including scanned copies of tenant identification and include all copies of documentation sighted.
- Provide a letter to the applicant advising them of placement on the Bungree wait list.
- Advise the applicant of any further actions that will ensure they remain on the wait list.
- All staff must keep a record of client contact on the applicants file.

Confirmation of Aboriginality (refer to AHO Confirmation of Aboriginality Policy)

Applicants for Bungree and AHO housing must:

1. Be an Aboriginal or Torres Strait islander person and identifies as a member of the Aboriginal people of Australia;
2. Be recognised as such by the community of birth or where they formerly lived.

Or

Be recognised as such by the community where they currently live and where he/she has lived.

3.1 APPLICANTS FOUND NOT ELIGIBLE FOR SOCIAL OR AFFORDABLE HOUSING – BUNGREE HOUSING OR HOUSING MANAGED ON BEHALF OF ANOTHER ABORIGINAL ORGANISATION

If applications are considered on the basis of any one or all of the following reasons it may be recommended that the application be rejected. Any recommendations for rejection of applications must be approved by the CEO.

- Information provided is found to be false;
- Applicant's are unable to provide documentation to confirm their Aboriginality.

The following may be considered and not immediately result in a refection of an application;

- Applicant's past rental history is not stable, e.g. Non Payment of Rent or
- Applicant's past rental history proves breach of tenancy agreement
- Applicant caused damage to previous residence and failed to repair or compensate owner for the damages caused
- Applicant fails to provide further information as requested to adequately assess the application form.

Applicants who are deemed ineligible due to income limits will not be rejected, however a recommendation for the application to be placed on the waiting list as ineligible will be considered. The membership of Bungree have made this clause as people's circumstances change from time to time therefore shouldn't be excluded from being considered.

3.2 APPLICANTS WHO ARE DEEMED AS BEING ADEQUATELY HOUSED, CONSIDERATION UNDER JUST CAUSE OR EXTENUATING CIRCUMSTANCES

An applicant is deemed to be adequately housed if they are unable to provide just cause as to why the application should be considered.

Adequately Housed – Just Cause and demonstration of client need.

Applicants deemed to be currently adequately housed, may apply for housing, and will need to provide “just cause” as to why their application for housing should be considered.

Adequate Housing includes those applicants who are currently housed in

- DCJ Housing
- Other Community/ Social Housing Projects
- Private rental

Just cause may include:

- Fleeing Domestic and Family Violence or Elder Abuse
- Rent paid in current circumstance is far greater than that offered by Bungree in relation to the applicant's income
- The applicant has special needs which current landlord has failed to meet, e.g. modifications for wheel chairs and safety,
- Neighbourhood disputes that have been found to be racially motivated,
- Current housing proven to be a health risk, including severe overcrowding

If an applicant has been assessed as ineligible (Bungree Housing or housing managed on behalf on another Aboriginal organisation)

In cases where the applicant has been found ineligible for Bungree housing, a letter must be sent to the applicant explaining the reasons why and ensuring the applicant can contact Bungree to discuss the matter or seek clarification.

4.0 ALLOCATION OF SOCIAL AND AFFORDABLE HOUSING AND FILLING A VACANCY

Purpose

All applicants for Bungree housing are aware of the housing allocation process and how Bungree determines and selects applicants for tenancy. Bungree staff follow clear guidelines to fill a property and put forward suitable applicants for placement in Bungree or other owning organisations housing.

Legislation and Regulatory Requirements

NSW Residential Tenancies Act 2010

Privacy and Personal Information Act 1998 (PPIP Act)

Health Records Information Act 2002

NRSCH Performance outcome 1 – Tenant and Housing Services

Policy and related documents

AHO Housing Services Policy Framework

1. Bungree Access to Social Housing Policy

1.1 Bungree Allocation of Social Housing Policy

1.3 Bungree Affordable Housing Policy

- Bungree Letter of offer
- Letter to DCJ – Request for shortlist information
- Bungree Letter of acceptance and appointment to start a tenancy
- Bungree Tenant Handbook

Objective

Bungree makes allocation decisions when applicants meet the eligibility criteria for housing and on the basis on demonstrated need. From time to time Bungree may also re-allocate tenants (disposal of assets or redevelopment of sites). The allocation of housing including the completion of offer and acceptance processes resulting in a tenant housed should not take more than 28 days.

It is essential that a consistent process is followed and staff are able to put forward allocation decisions for endorsement to the Bungree Board and that the information put forward is de-identified to manage privacy and confidentiality and any conflict of interest. **If at any time housing staff are dealing with immediate and extended family they are to recuse themselves from any decision making.**

Bungree staff are able to source applicants for vacant properties from the Bungree waitlist and for AHO properties from the NSW Housing Register (Housing Pathways). Bungree has a Service Level Agreement with DCJ Housing and the Bungree Housing Officer will make contact with DCJ Housing to source eligible applicants. When making contact with DCJ Housing it is important when a short list is created Bungree staff are able to develop an understanding of the applicants circumstance and whether they have a history as a good tenant. Bungree staff can request that DCJ seek the applicants permission to share information in order for decision making and applicant placement to occur.

Generally, Bungree provides an applicant with 2 offers of housing acknowledging that staff will endeavour to develop a comprehensive profile of applicant needs when considering housing allocation. An applicant has 10 days to either accept or decline the offer noting that staff will make all attempts to contact the applicant during this time to make sure the offer has been received.

When Bungree is managing housing on behalf of other Aboriginal organisations such as a Local Aboriginal Land Council or Aboriginal Corporation, these organisations may determine their own criteria for allocating housing and will provide eligibility criteria to Bungree.

When a vacancy occurs for social housing Bungree staff will:

- Provide DCJ Housing with a description of the vacant property including the location, number of bedrooms and request a shortlist of suitable applicants
- Review the Bungree waiting list and review suitable applicants for the property.

DCJ will provide a short list of suitable applicants. It is often the case that these applicants are the highest priority and have an urgent need for housing. It is recommended that Bungree staff also request information about the tenant history and circumstance in order to match the right applicant with the right house.

Making an allocation recommendation (social and affordable housing)

- Once the shortlist is reviewed, the Housing Officer will then put forward to the CEO de-identified summaries and recommendations for the most suitable applicant with demonstrated need for housing
- Once approved the summary of the de-identified applicant is to be provided out of session to the Bungree Board for endorsement.

Making an offer of housing (social and affordable) and acceptance of the offer

When a housing allocation decision has been endorsed by the Bungree Board staff will:

- Prepare and send a letter of offer
- Make a time with the tenant to inspect the premises in order for the applicant to determine whether the property meets the applicant's needs and advising the applicant of any repairs that are required.
- Ensure the applicant returns the offer and acceptance within 7 days
- If the tenant declines the formal offer, reasons for the offer decline must be recorded on the applicant file.

Acceptance

- Upon acceptance of the offer make an appointment for the applicant to attend the office for tenancy sign up.
- Transition information from the applicant file to a new tenancy file with documents scanned and attached in the Sherlock Trust Management System.
- Draft the letter of acceptance and ensure that the applicant has been provided a copy of the Bungree Tenant Handbook that provides information on what to expect when signing up to a new tenancy agreement including what information is required for the sign up meeting.

Bungree staff will conduct home visits only after assessing safety precautions. All applicants who are allocated elder dwellings or who have a disability will be offered home visiting services during the formal offer process.

4.1 PREPARING A VACANT HOME FOR A NEW TENANT (PROPERTY CONDITION REPORT)

Once a tenant has vacated a property, staff must complete the outgoing Property Condition Report in readiness for the new tenancy. Bungree will undertake all reasonable works to address fair wear and tear or any planned or cyclical upgrades in between tenants.

All maintenance for Bungree properties are to be recorded on the Sherlock Trust Manager System including works completed, costs and dates. This information is be recorded using the property address with works orders to be raised through the system to approved tradespeople.

5.0 NEW TENANCIES – SIGNING A NEW TENANT

Purpose

When an applicant accepts an offer of housing from Bungree the sign up process makes sure that tenants are aware of their rights and responsibilities. Bungree staff will make contact with new tenants and offer support and assistance to complete the sign up process. All tenants will commence on a fixed term 6-month lease and transition to a continuous lease at the satisfactory completion of the initial term.

Legislation and Regulatory Requirements

NSW Residential Tenancies Act 2002

Privacy and Personal Information Act 1998 (PPIP Act)

Health Records Information Act 2002

NRSCH Performance outcome 1 – Tenant and Housing Services

Policy and related documents

AHO Housing Services Policy Framework

1.2 Bungree Tenancy Management Policy (New Tenancies)

1.4 Bungree Asset Maintenance Policy

1.5 Bungree Rent Policy

Bungree Tenant Handbook

Residential Tenancy Agreement

Bungree Key Register

Property Condition Report

Centrepay Deduction Form

NSW Fair Trading Rental Bond Lodgement Form

Bungree Release of Information Form

Housing NSW Community Housing Rent Calculator User Guide

Objective

All new tenants must sign and accept the conditions of a Residential Tenancy Agreement in NSW. This Agreement is binding and staff must ensure that the tenant is able to understand their obligation. The tenancy sign up process can be overwhelming and exciting. Accordingly, Bungree staff will make contact with a tenant within 7 days of the sign up process to go over the terms of the Agreement. The sign up meeting should be held in a quiet space away from other staff.

The Bungree Tenant Handbook is to be provided prior to the sign up meeting. This document sets out what a new tenant can expect from the meeting and what documents will be required. It is expected that staff will have inspected the vacant property and that it is clean, safe and habitable prior to the sign up meeting and all documents required for the meeting are prepared the day before. Any new tenant will sign an initial 6 months tenancy agreement before transitioning to a continuous lease.

All tenants are encouraged to bring a support person to the tenancy sign up meeting (as outlined in the letter of acceptance) . If a tenant does not have support it is the role of the Bungree staff member to explain each step of the sign up process.

In the case a staff member completes the sign up process away from the Bungree office they are to undertake a risk assessment to ensure their safety. If meeting in a clients home staff are not to attend alone.

When an applicant becomes a tenant, a file must be commenced in the Sherlock Trust Management System. This is the IT system Bungree uses to record tenant details, rental payment, payment of Bond and the system used to trigger requests for property maintenance.

In order to record tenant correspondence and hold copies of important tenant information such as identity documents a hard file or paper file is to also be commenced. All tenant files must be stored in line with Bungree privacy and confidentiality procedures and management of tenants records as noted in this manual.

Preparing for the sign up meeting

Staff will have an overview of an applicants current housing, income and family situation from the applicant information provided either by DCJ Housing or from the Bungree applicant file. It is important when preparing for the sign up meeting that staff:

- Confirm the income circumstances of the applicant in order to calculate the correct rent to be paid and note this on the Residential Tenancy Agreement.
- Manually calculate the rent to be paid
- Identify if the applicant requires a referral to other services and prepares a release of information form
- Transition information from the applicant file to a tenant file on the Sherlock Management System.
- Obtain a Rent Deposit Book, the details of direct debit deposit accounts or pre populate the Centrepay deduction form (**the identifying reference for all Centrepay or Direct Deposits for payment of rent is the tenants full FIRST and LAST name**).

5.1 DOCUMENTS TO BE COMPLETED AT THE SIGN UP MEETING

Staff that meet with the new tenant to complete the sign up process must go through each document with the new tenant. The sign up process may take up to 2 hours.

The Bungree staff member that completes the sign up process for a new tenant must ensure the following forms are completed:

- **2 copies of the signed 6 month fixed term Residential Tenancy Agreement** – one for the tenant and one to be placed on the tenant file
- **2 copies of the key register** – for receipt of keys. A copy must be placed on the tenant file
- **The Property Condition Report** – Staff must have completed the initial inspection and completed the landlord component of this form. It must be provided to the tenant
- **Centrepay deduction form** – completed and signed by the tenant if required – a copy is to be taken and placed on the tenant file
- **Completion of the NSW Fair Trading Rental Bond Board Lodgement Form:** including Information required from the tenant at sign up (if not provided previously)

Before the sign up process can be completed staff must:

- Receipt the payment of two weeks rent by: arranging payment prior to the sign up meeting by Bpay or through a 1 off cash payment received by the Finance Officer (cash payments must be pre-arranged with finance) and begin a tenant record in the Sherlock Management System
- Record the arrangement for installment payment of the housing bond with the fortnightly amount agreed to be deducted and noted on the Centrepay deduction form if required. The Bond amount and agreed deductions (minimum \$50 per fortnight) must be recorded in the Sherlock Trust Management System and entered into the Centrelink portal
- Take copies of the applicant income statements
- Take copies of two forms of identification and place them on hard copy the tenant file.
- Record the outcome of the meeting and any follow up requirements including the alert for completion of the Property Condition Report on the tenant file.

The tenants name, other tenancy details, address, set rent, tenancy commencement date, agreed Rental Bond Board deduction amount and any other tenant notes must be entered in the Sherlock Trust Management System on the day of sign up

5.2 PAYING THE RENTAL BOND IN INSTALLMENTS

When entering the minimum installment payable in the Sherlock Trust Management System (\$50 fortnightly) staff are required to make contact with the tenant 1 month prior to the installments ending.

Staff are to:

- Ask the tenant if they wish for the instalments to cease or if they wish for the payment to continue for credit of rent.
- In the case the tenant wishes to cease the installment a new Centrepay form will be required with the new amount. Staff are to enter this information through the Centrelink portal
- Lodge the full Bond with the Rental Bond Board

Appealing an allocation decision

All staff are to refer to the Bungree Allocation of Social Housing Policy and the Bungree Appeals and Complaints policy.

6.0 RENT – CALCULATION, PAYMENT, INCREASES, ARREARS MANAGEMENT AND WATER CHARGING

Purpose

All applicants and tenants have an understanding of the way their rent is calculated based on income and circumstance. Bungree utilises the Sherlock Trust Management System to ensure that tenant rents are calculated correctly and that income assessments occur twice yearly. All tenants are supported to manage any arrears and are engaged to make arrangements to pay.

Legislation and Regulatory Requirements

NSW Residential Tenancies Act 2002

AHO Water Usage Charging Ministerial Guidelines

NRSCH Performance outcome 1 – Tenant and Housing Services

Policy and related documents

AHO Housing Services Policy Framework

1.0 Bungree Access to Social Housing Policy

1.2 Bungree Tenancy Management (New Tenancies)

1.3 Bungree Affordable Housing Policy

1.5 Bungree Rent Policy

Bungree Letter to request review of income

Bungree Letter – Arrears (2 weeks)

Bungree Letter – Arrangement to Pay – Agreement

Objective

Bungree staff are to approach and elevate rental arrears quickly, and to assist the tenant in maintaining a regular rental payment cycle. Rent is set to capture the maximum amount of Commonwealth Rent Assistance payable. Bungree staff will calculate the rent payable manually and enter the amount on the Sherlock Trust Management System. When income is assessed twice a year this process is to be undertaken when tenant income changes. The new rent will automatically commence once the rental increase letter is triggered in the Sherlock system.

From time to time Bungree may also increase rents. This is especially relevant when market rent (calculated by DCJ Housing through the Market rent and Sales Report) may change for affordable and market rent paying tenants. Tenants are to be advised of rental increase and must be provided with 60 day's notice as per the requirements of the NSW Residential Tenancies Act 2010.

It is essential that all staff make sure that tenants understand their obligations in regards to the payment of rent upon signing the Residential Tenancy Agreement.

When a tenant/s falls behind with their rent it can become a problem for the tenant and Bungree. Rental arrears are monitored on a weekly basis to prevent tenants from having rental arrears accrue.

Staff are to encourage and assist any tenant that may be experiencing financial difficulties to contact Bungree and discuss their situation, as financial hardship can sometimes lead to non-payment of rent.

6.1 CALCULATING RENT

Social Housing rent is calculated on 25 % of assessable income for tenants on low incomes. For income eligibility see the Bungree Access to Social Housing Policy and the NSW DCJ Social Housing Eligibility and Allocations Policy Supplement.

Affordable Housing rent is not more than 74.9% of market rent. See the Bungree Affordable Housing Policy and the NSW Affordable Housing Ministerial Guidelines to calculate this rent.

Market Rent is determined by Bungree and is calculated based on an assessment of other local properties of similar size and condition in the area of the property. This rent is not subject to income eligibility though is subject to the eligibility requirements of Bungree.

Other Rent Models: there may be other housing managed on behalf of an Aboriginal organisation that mandates a different rent model. This model may be a cost recovery or set rent or may be an occupancy based rent.

6.2 PAYMENT OF RENT

Bungree will not accept cash payments. Tenants may choose to pay rent by:

- **Direct Deposit** using a bank issued rent deposit book. This deposit must be made at a bank.
- **Direct Debit** from the tenant's bank account to Bungree using the FIRST and LAST NAME of the tenant as the unique identifier
- **Centrepay Deduction** using the FIRST and LAST NAME of the tenant as the unique identifier.

6.3 RENT INCREASES (INCOME CHECKS)

When staff undertake twice yearly income checks they are to:

- Write to the tenant to request confirmation of any income changes and request evidence of income for the previous six months.
- If there has been no income change the check is to be recorded in the Sherlock Trust Management System as no change
- Where the income has changed a letter is to be generated in the Sherlock Trust Management System (by generating a change in income letter the system will automatically apply the 60-day notice period before the rent payable changes)
- Amend the Centrepay deduction form with the tenant's permission (tenants can confirm approval via email or text)

6.4 ARREARS MANAGEMENT

Less than 5 days

Bungree staff will contact the tenant to remind them that their rent is due. (This is a courtesy call) In most cases the tenant has overlooked their rent for that week, which can sometimes happen. This call may give the opportunity for a tenant to discuss any financial hardship they may be experiencing and to discuss Centrepay cancellation if this has occurred.

7 to 14 days

A letter will be sent to the tenant advising them of their obligations under the Residential Tenancies Act 2010. Bungree staff will also call the tenant and seek to enter into arrangement to pay noting that where the tenant does not enter into an arrangement a Notice of Termination may be served. Staff are to make any appropriate referrals for support and assistance as agreed by the tenant noting that the Greater Sydney Aboriginal Tenancy Service delivers services for Central Coast clients.

More than 14 days

A termination notice is issued and staff are make daily attempts at contact in order to reach agreement on an arrangement to pay.

No contact from tenant

If no contact has been made by the tenant regarding the termination notice, Bungree staff will proceed to lodge an application with the NSW Civil and Administrative Tribunal (NCAT) to have the matter resolved. Approval from the CEO is required to proceed.

Recording tenant arrangements to pay (arrears management)

All staff must make contact with a tenant in order to confirm an arrangement to pay outstanding arrears. When staff have reached an agreement they will:

- Confirm the arrangement in writing including first payment, amount and last date of extra payment.
- Record the increased amount of rent as a pop up note in the Sherlock Trust Management System.

Ask the Tenant to text their approval for an increase in Centrepay deduction.

6.5 WATER CHARGES

All tenants in NSW are responsible for the payment of water consumption. Bungree applies the Water Usage Charging Ministerial Guidelines for Aboriginal Community Housing Providers when determining its water charges. Water charges are calculated quarterly and tenants have 21 days to arrange payment.

All water charges are to be recorded in the Sherlock Trust Management System including when the account has been paid.

Calculating water charges between exiting and new tenants

In order to calculate the water charges payable staff will obtain a meter reading upon exit and charge of the allotted period. If the reading has not been provided at exit staff will:

- Divide the total consumption by the billing days
- Multiply the total with the number of days the tenant is responsible for.
- With the total amount determined, multiply by the kilolitre price.

Allocating water costs for shared meters

In the event that Bungree manages properties with shared meters Bungree will either apply a 3% of rent charged fortnightly or split the bill per household based on property configuration and number of tenants per house. This will be agreed with the owning organisation.

7.0 ASSET MAINTENANCE – URGENT REPAIRS, ACCESS TO PROPERTIES, REQUIREMENTS AND PROCESSES

Purpose

The Residential Tenancies Act 2010 sets out the requirements of a housing provider to ensure that repairs, maintenance and upgrades are carried out in a timely manner. The Act also sets minimum requirements to give notice to a tenant in order to access the property whilst not interrupting the reasonable enjoyment and privacy of tenants.

Legislation and Regulatory Requirements

NSW Residential Tenancies Act 2010

Companion Animals Act 1998

NRSCH Performance Criteria 3 – Asset Maintenance

Policy and related documents

AHO Housing Services Policy Framework

1.2 Bungree Tenancy Management Policy – New Tenancies

1.4 Bungree Asset Maintenance Policy

1.6 Bungree Tenancy Management Policy– Ending a Tenancy

Letter to tenant – request entry to premises

Objective

Bungree has an obligation to provide housing that is fit for habitation and in a reasonable state of repair with consideration to the age, life of the property and rent payable. Further to this, Bungree has time framed obligations it must meet for repairs inside and outside of the property. Tenants also have obligations with respect to advising Bungree of potential repairs, requesting permission to modify or improve the property and have a responsibility to keep the property and its gardens in good condition.

Staff must be aware of, and act, in line with the Residential Tenancies Act 2010 to carry out repairs and the way access to the property is be arranged. Twice yearly inspections by trained Bungree staff also provide an opportunity to assess the condition of the property and provide any assistance the tenant may need to meet their obligations under the Act. All information regarding the property must be entered in the Sherlock Trust Management System as this is a core part of the Bungree Asset Maintenance Plan. It allows for long term planning regarding the lifecycle of the complete portfolio.

The Bungree Tenant Handbook provides emergency contacts and information for tenants and sets out how to arrange for repairs and maintenance and what to do in an emergency. All arrangements for repairs including planned and cyclical upgrades must be recorded under the property address in the Sherlock Trust Management System including the costs and date of completion. Staff must also arrange to inspect the quality of the repairs within 7 days of completion.

When raising an order for repairs, the Sherlock Trust Management System will automatically generate a letter of request to the approved supplier in that area and staff are to follow up for scheduled start dates. Letters to tenants (raised manually) must provide at least 2-21 day's notice dependant on the urgency of the repair.

Letters to tenants must include the company name of the trade engaged and encourage tenants to request identification before the representative is allowed to begin work and a fact sheet will be provided. Large scale upgrades are usually to be completed when a property becomes vacant or alternative accommodation must be found for the tenant if the work disrupts their access to amenity.

7.1 TIME FRAMES FOR REPAIRS

All staff must be aware of what is considered urgent repairs. These repairs must be addressed **within 4 hours**.

Urgent repairs means any work needed to repair any of the following:

- a failure or breakdown of the gas, electricity or water supply
- a failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
- any fault or damage that makes the premises unsafe or insecure
- serious damage from a natural disaster (tenants should be advised to contact the State Emergency Service out of hours in the case of significant damage)

Examples of damage include:

- a burst water
- an appliance or fixture (such as a tap) that is not working or broken and is causing a substantial waste of water
- a blocked or broken toilet
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage

When a tenant contacts Bungree for urgent repairs staff will:

- Seek further information from the tenant to ensure that the problem or issue falls into the category of "urgent repairs" and will raise a maintenance request in the Sherlock Management System noting that tenant details are supplied for the Supplier to make contact.
- Staff must also contact the supplier immediately to advise of the order being raised and the urgency of the call out.

7.2 OUT OF HOURS REQUESTS

The Tenant Handbook advises of the emergency call out numbers for all Bungree trade suppliers.

When staff become aware of an after hours call out they are to contact the trade supplier and log the details of the call out including cost in the Sherlock Trust Management System and also make arrangements to attend the property with the tenants approval to inspect the emergency repairs. All invoices are to be provided to Bungree for payment in the event of an emergency repair

7.3 NON URGENT REPAIRS (7-14 DAYS)

These are repairs that are not considered in the above category though are required to keep the property in good working order.

When staff receive a request for non-urgent repairs they are to:

- Raise an order in the Sherlock Trust Management System.
- Make contact with the allocated supplier for an appropriate time and date to attend the property.

- The Supplier is to make contact with the tenant to agree the time/date proposed or if the time/date is not suitable request a number of dates and times for the supplier to attend.
- Send a letter to the tenant advising of the agreed arrangements.
- Inspect completed works within 7 days to ensure warranty of works.

7.4 PLANNED AND CYCLICAL MAINTENANCE WORKS

Each Bungree house will have planned and cyclical works to replace items that have reached the end of their useful life. When replacement of kitchens or bathrooms is required when at all possible these are to be scheduled when a tenant may be absent for the period of time required. Where this cannot be arranged it is the responsibility of Bungree to work with the tenant regarding suitable accommodation while the items are being replaced.

- All tenants will require 21 day's written notice for planned and cyclical maintenance.

For replacement items such as flooring, painting or minor structural works these are to be arranged with the tenant though do not require alternative accommodation.

- All tenants will require 21 day's written notice for planned and cyclical maintenance including minor works.

7.5 TWICE YEARLY INSPECTIONS

Twice a year staff are to conduct a Tenant Routine Inspection and Maintenance visit. To facilitate this staff must

- Make contact with the tenant to discuss a suitable time within 14 days to inspect the property advising the tenant of the purpose of the visit.
- Follow up the phone call with a letter to the tenant confirming the date and time and providing the Tenant Routine Inspection and Maintenance Visit Survey for completion by the Tenant.
- Attend the Inspection and Maintenance visit logging any concerns raised by the tenant as a result of the survey and noting any tenant damage or any tenant concerns.

After the visit staff will:

- Note the visit on the Sherlock Trust Management System as complete
- Raise an order for any repairs required
- Send the tenant a letter noting the outcome of the inspection and highlighting any property damage that must be addressed within 14 days.

7.6 TENANT OBLIGATIONS

Under the terms of the standard Residential Tenancy Agreement Tenants agree:

- to keep the premises 'reasonably' clean
- to tell the landlord about any damage or disrepair as soon as possible
- to leave the premises as near as possible to the condition they were in at the start of the tenancy, except for 'fair wear and tear'
- not to damage or permit damage to the premises deliberately or negligently.

7.7 TENANT MODIFICATIONS

All requests for modifications including modifications related to ageing, disability or changing needs must be made in writing to Bungree. This includes the installation of swimming pools, air conditioners, conversions of garages to living areas, planting of trees and the installation of garden sheds or fences.

All requests for modifications that fall outside the policy of Bungree, are to be raised with the CEO for approval.

7.8 MAINTENANCE OF GARDENS

The Association and the tenant/s both have responsibilities for the garden which are as follows:

The Association will be responsible for

- Lopping of trees
- Fertilising
- Shaping etc.

The Tenant/s will be responsible for

- keeping the garden alive,
- clean and tidy
- mowing the lawn and weeding

Before tenant/s request to beautify their gardens, Bungree staff will ensure that the tenant is advised of the following;

- the cost will be their responsibility
- The tenant/s is not planting any trees that could become a maintenance liability e.g. Pine trees can cause structural damage and are expensive to remove.

7.9 IF AN OCCUPIED PROPERTY HAS BEEN BROKEN INTO

The following steps should be followed:

- The tenant will be advised to report the break in to Police as soon as practical
- Bungree staff are to obtain quotes and arrange for any repairs to be conducted
- Staff will consider whether practical to lodge a claim with the nominated insurance company.
- The tenant/s will be advised that Bungree is not responsible for any home contents that have been damaged or stolen.

7.10 PETS

All tenants must apply to Bungree and seek approval for pets. When a tenancy commences the suitability of the property is considered when an applicant has pets. All pets must be registered with the local council and meet the requirements of the Companion Animals Act 1998.

7.11 SWIMMING POOLS

Bungree does not approve the installation of Swimming pools. Any existing Swimming pools must be inspected and compliant with local council legislation.

7.12 MODIFICATION OF PROPERTIES

All requests for modifications need to be provided in writing. Bungree will aim to provide the necessary assistance to all tenants that enables them to live a happy and independent life with particular reference to those with modification needs relating to ageing and disability. Requests should be accompanied by a report from the Aged Care and Assessment Team, an Occupational Therapist or representative of a health organisation.

Priority will be given to tenants that may be affected by one of the following criteria:

- Have a disability
- Are elderly
- The tenant/s is a carer for someone who is disabled or elderly

Major upgrading

Enlarging doorways and entries for accessibility

Installing ramps

Modifying the bathroom, kitchen, laundry

Extensions to a room to accommodate equipment e.g. physiotherapy

Installing handrails if required in most places around the property etc.

Minor upgrading

Placing valve on the hot water system to control the water temperature

Replacing shower hose with a hand held

Replacing taps

Installing hand rails to some parts of the property e.g. shower recess, hallway etc.

The staff member will:

- Meet with tenant to get an understanding of their needs and offer other Bungree services where appropriate.
- Collate all available information in order for a brief to be provided to the CEO for approval and Board endorsement. This requires:
- An overview of the current circumstance supported by the tenant or carer request
- Any reports that have been provided to support the application.
- Cost assumptions regarding the scope of work
- Available funding to support the application or the ability of Bungree housing to absorb the costs.

The staff member will be required to advise the tenant/s in writing of the outcome of the decision.

7.13 TENANT IMPROVEMENTS

Bungree will consider requests from tenant/s seeking approval to improve or add fixtures their property, however for safety reasons due to fires, tenant/s will not be given approval to upgrade or change internal, external and security doors.

7.14 AUTHORITY TO APPROVE

Minor Improvements

The housing staff of Bungree have the authority to consider and approve any tenant/s requests for minor improvements.

Major Improvements

The Bungree Board will consider and approve any tenant/s requests for major improvements.

Listed in the table below are some examples of what could be considered as a minor or major improvement.

Minor improvements
Planting shrubs, turfing lawns, gardens etc. any planting of tall trees need to have prior approval
Installing picture hooks
Adding lattice to an outdoor area
Installing more outlets for telephone lines
Placing a plastic drop to an outdoor living area to reduce wind and rain

Major improvements
Installing fixed appliances e.g. air conditioner
Garden shed
Add to the internal or external structure of the property.
Above ground swimming pools
Installing ceiling fans
Changing the Kitchen or bathroom e.g. floor or wall tiles etc.
Changing or adding to the flooring

A submission to the Board is required for approval of major improvements and must include the following:

- Overview of the improvement including cost
- If the improvement/fixture needs council approval
- Commitment to maintain the improvement
- Agreement that the Improvement being included within the quarterly property inspections.

7.15 MODIFICATION REQUIRING COUNCIL APPROVAL

In the case of an improvement needing council approval the Board will only be able to consider the request in principle, as the tenant will need to be advised of their responsibilities as listed below, before they decide if the improvement is required.

- Responsible to lodge the relevant documentation with the Council
- Payment of any charges/fees for the process of Council approval

- Advising the Association of the outcome of the Council Approval
- Tenant/s commitment to maintain and repairing the improvement when required.

All tenant modifications or improvements require inspection by Bungree staff. Any ongoing compliance is the responsibility of the tenant. Any fixtures installed during the tenancy will be required to be removed at the conclusion of the tenancy. Bungree may consider the modification or improvement should stay and may compensate the exiting tenant.

7.16 TENANT REFUSAL OF ACCESS FOR PROPERTY INSPECTION OR REPAIRS

Should a tenant deny access on more than one occasion for property inspection purposes a breach will be considered to have occurred.

All Residential Tenancy Agreements set's out Terms and Conditions of person's authorised to enter the property only under certain circumstances such as one of the following

- In an emergency or for the purpose of carrying out urgent repairs which include
- burst water service
- blocked or broken toilet system
- serious roof leak
- gas leak
- dangerous electrical fault
- flooding or serious flood damage
- failure or breakdown of the gas, electricity or water supply to the premises
- failure or breakdown of any essential services on the premises for hot water, cooking, heating or laundry
- any fault or damage that causes the premises to be unsafe or not secure

7.17 BUNGREE ASSET MAINTENANCE PLAN

Bungree has a repair and maintenance plan for each individual property owned or managed (see attached Asset Management Plan). This information is stored and updated in the Sherlock Trust Management System. The Asset Management Plan includes cyclical maintenance for all properties, whilst the day to day maintenance is noted and arranged on a daily basis within the Housing Program. Repairs and Maintenance that may affect safety and health issues for tenants residing in properties have been identified as urgent within the Asset Management Plan. The Asset Management Plan has also identified future housing need.

Bungree has developed a monthly budget as this better suits the needs for the outgoing expenses of the program and is more achievable than an annual budget however, at times can be difficult to adhere to due to unexpected repairs and maintenance.

7.18 RECOGNITION OF GOOD TENANTS

From time to time Bungree may recognise and thank tenants that have managed their properties well and complied with the tenancy and asset maintenance conditions of their tenancy. The criteria to determine what constitutes a "good tenant" is at the discretion of the Bungree CEO and the Board. Bungree may provide a gift card, rebate rent for a period of time, or provide another way of thanking tenants at the end of the calendar year.

By October each year Housing staff will:

- Work with the Finance Officer and CEO to put forward a number of costed options to recognise good tenancy
- Provide a report for the CEO to put to the Board for decision making
- Implement the appropriate recognition program by December 10 of each year.

8.0 OTHER TENANCY MANAGEMENT POLICIES AND PROCEDURES – SUCCESSION, MUTUAL EXCHANGE, TRANSFER, REQUEST FOR RE-HOUSING, ABSENCE FROM PROPERTY AND SUSTAINING TENANCIES

Purpose

All tenants have an understanding of policies and processes relating to succession of tenancy, mutual exchange and transfer, requests for re-housing, absence from property and sustaining tenancies. Staff provide assistance to tenants that apply for succession, mutual exchange, transfer, applications for absence from property and tenants seeking support and referral to sustain their tenancy.

Legislation and Regulatory Requirements

NSW Residential Tenancies Act 2010

Policy and other related documents

AHO Housing Services Policy Framework

1.2 Bungree Allocation of Social Housing Policy

1.4 Bungree Tenancy Management Policy – New Tenancies

1.5 Bungree Tenancy Management Policy – Ending a Tenancy

Objective

This policy statement and resulting procedures relate to changes in tenancy circumstances and matters that can impact on a tenant's ability to sustain their tenancy. Bungree has a commitment to ensuring that a high level of service and support is provided leading to better outcomes for tenants and their families. Due to the size of the Bungree portfolio, there may be requests that Bungree is unable to fulfil. In these cases, staff will liaise with DCJ Housing and other stakeholders and partners to facilitate tenant requests.

All requests and applications must be recorded on the tenant file in the Sherlock Trust Management System. This reflects good practice record keeping and records a tenant history for referrals as required. All decision making in regard to tenancy management requests are based on a genuine commitment to reduce the incidence of homelessness, to ensure the ongoing health and wellbeing of tenants and to demonstrate a duty of care to Bungree tenants.

Succession

Succession of Tenancy will occur when Bungree agrees to transfer a tenant's right to live in a property owned or managed by Bungree to another household family member. Bungree may approve or consider succession when a tenant dies or leaves the property for a reason other than a broken household relationship. Succession of tenancy exists so that the spouse (or de facto spouse) who has been living with the tenant is not made homeless as a result of the tenant dying or leaving or other household members who are eligible for housing assistance continue to receive it after the tenant has left or died.

Applications for succession also extend to children of a tenant and an appropriate carer and other household members who have been living in the household for at least 2 years.

Mutual Exchange

Bungree will only consider mutual exchange of properties owned or managed by Bungree. In the case of AHO houses mutual exchange may be facilitated from out of area by application where properties are also owned by the AHO. Properties must be like for like and the tenancy history of the incoming tenant/s are required. Only the CE and Bungree Board will make a determination on mutual exchange.

Tenant transfers

When a request for transfer is made, Bungree staff will work with the tenant to understand the reason for transfer and assist the tenant to submit an application to DCJ Housing where the transfer destination is outside the geographic range of Bungree housing. When DCJ receive an application for transfer the tenant will be placed on the transfer wait list with the priority of housing need influencing the time it may take for a transfer.

Request for re-housing

The circumstances of tenants and their families will change over time. It can be the case that a property is no longer meeting the needs of tenants or their family. As an example, when children leave home, caring for a larger home can be burdensome for the tenant and additionally the level of income provided to Bungree will decrease. When a tenant requests re-housing an application is required.

Absence from property

There are a number of reasons that a tenant may require absence from a property for an extended period of time. For periods of absence of more than 4 weeks an application is required. Bungree may also provide a reduction in rent in special circumstances. For periods of more than 3 month's absence, staff are to refer to succession guidelines.

Sustaining tenancies

There are a number of factors that can impact on a tenant's ability to sustain their tenancy. This may include domestic and family violence, mental health challenges, debt, health concerns and other risk factors. It may be the case that rental arrears may be an indicator of a tenant being impacted by these challenges. All staff are to work closely with tenants to facilitate access to specialist services that they may require.

All applications in this section are to be made in writing to Bungree. When assisting a tenant to submit an application for succession, mutual exchange, absence from property and requests for re-housing, Bungree staff must consider and ensure privacy and confidentiality are maintained. All of these requests required the approval of the CEO and endorsement of the Bungree Board.

8.1 FACILITATING A REQUEST FOR SUCCESSION OF TENANCY

Staff are to be mindful and compassionate when working with applicants requesting succession of tenancy. At a suitable time, staff will contact the appropriate family member or guardian to discuss the process and evidence required for a determination to be made. Staff will:

- Meet with the tenant's family or a nominated representative to discuss the succession process including the documentation required to establish housing need and eligibility including
 - Evidence of income
 - Ability to meet eligibility criteria as set out in the Bungree Access to Social Housing Policy or the Bungree Affordable Housing Policy
 - Confirmation of Aboriginality
 - Connection to community and household members
- Make notes on the tenant file in the Sherlock Trust Management System regarding the pending application.
- Hold or make arrangements for ongoing payment of rent whilst the household remains in the property.
- Prepare a report for the CEO that is de-identified and sets out the housing need and proposed options for the household.
- Consider a 6 month fixed term lease in the name of the most suitable household member while the succession evidence is gathered and to ensure the household does not exit to homelessness.
- Submit the report to the Bungree CEO for approval prior to submission to the Bungree Board.

Succession approved

When a succession application is approved staff will:

- Follow the sign up procedures as noted in section 4 and 5 of this manual
- Change the tenant details listed in the Sherlock Trust Management System

Succession not approved

If the Succession of Tenancy is not approved the CEO will arrange a meeting with the applicant to discuss the decision. The household will be assisted to find alternative accommodation and procedures noted in section 4 and 5 of this manual will be followed.

Appealing the Decision

All applicants have a right to complain or appeal against any decision. If the applicants would like to appeal the decision, the process for appeals and complaints will be followed. (Refer to process for appeals and complaints within this manual)

8.2 MUTUAL EXCHANGE APPLICATIONS

Bungree may keep a register for mutual exchange for both AHO and Bungree properties. Tenants may also contact Bungree where they have found a like for like exchange of an AHO or Bungree property.

Special consideration will be given for tenants whom have been approved to be re-housed.

Before considering mutual exchange, both properties will need to meet the needs of the other tenants. e.g. number of bedrooms, household size is adequate for each family. The application and report provided by Bungree staff must include evidence of the following before being considered by the CEO and endorsed by the Bungree Board:

- Both tenants are up to date with their rent
- All damage to the properties that is the tenant's responsibility will need to be repaired
- Both tenant/s are deemed eligible to be housed
- Both tenants have consented to release of information
- No complaints have been lodged regarding the tenant/s
- Tenant/s are not on a compliance order from the NCAT
- Both tenant/s agree to sign a Residential Tenancy Agreement for the new property.
- A letter of support is provided by the AHO or out of area managing agent that provides an overview of the tenant history.

Approval of mutual exchange

When the Bungree Board endorse the mutual exchange staff will draft a letter to both applicants setting out:

- The tenants will be responsible to contact the other tenants to arrange the inspections.
- After the inspections have been conducted and both parties have agreed to exchange, they will need to contact Bungree to arrange a property inspection
- Both tenant/s will be responsible for the cost of keys and relocating their family to the new property e.g. furniture removal
- Procedures referred to in section 4 and 5 are to be followed.

Tenants have the right to not proceed with mutual exchange at any time prior to the signing of a new Residential Tenancy Agreement. Tenants that have signed the Agreement and no longer wish to proceed will need to lodge an appeal with the NSW Civil and Administrative Tribunal as they are legally obligated to tenant the property.

Mutual exchange not approved

A letter is to be drafted for both tenants outlining the reason the application is not approved. Tenants may request an appeal of the decision as outlined in the Appeals and Complaints section of this manual.

8.3 REQUEST FOR RE-HOUSING

This request and application is required when a tenant believes the property is no longer suitable for their needs and they require re-housing. This request is different from mutual exchange and is intended for tenants and their families who are experiencing hardship due to family breakdown or domestic and family violence.

Domestic and family violence

Bungree will ensure that any tenant or household member who is requesting re-housing due to domestic violence is assisted and supported in a sensitive and understanding manner.

Bungree will not only attempt to re-house the tenant or household member, but will offer to act as a referral agency and advocate for the tenant and or family members to assist their situation should they request the need e.g. counselling, assisting with police etc.

All tenant's and household members will be assured that all information provided to Bungree regarding their situation will be kept strictly confidential. Information will only be released at the tenants or household members consent.

The effects of domestic and family violence not only effect the victim but also effect each and every person within the family e.g. children. Bungree will ensure that the safety and wellbeing of all children are also given priority, noting that all Bungree housing staff are mandatory reporters (see Bungree Mandatory Reporting Policy).

Emergency housing options – Domestic and family violence

Where the tenant requires immediate housing Bungree staff will consider as an interim option:

- The availability of Bungree's Transitional Accommodation properties
- Emergency accommodation alternatives on the Central Coast E.g. Refuges, Gosford Emergency, Coast Shelter etc. Youth refuges will be sought if the request is from a young person who is at youth age.
- If the above options are not available, Bungree will on behalf of the tenant or household member and contact the team leader from Gosford or Wyong DCJ Housing to request and seek approval for Emergency Temporary Assistance. The Association will only seek this assistance when all other alternatives have been unsuccessful.

DCJ Housing may require documentation to support the request for Emergency Temporary Assistance. The following documentation will be acceptable,

- Apprehended Violence Order
- Support letter from Bungree
- Police statements
- Letter from a Counsellor
- Medical Practitioner

To be eligible for re-housing, the tenant application must demonstrate:

- The current property or its location is contributing to the problems a tenant may be experiencing.
- A move to another property would significantly improve the tenants' situation.
- All other avenues have been exhausted and there are no other solutions available to the tenant
- The tenant remains eligible for social housing.

Prior to submitting the application to the Bungree CEO staff will:

- Meet with the tenant to discuss their individual circumstance and gather evidence of re- housing need.
- Make notes on the tenant file in the Sherlock Trust Management System regarding the pending application.
- Prepare a report for the CEO that is de-identified and sets out the housing need and proposed options for the household.
- Submit the report to the Bungree CEO for approval prior to submission to the Bungree Board.

8.4 ABSENCE FROM PROPERTY

Generally, a tenant can be absent for a period of up to 4 weeks though should advise Bungree of their absence in the case that urgent repairs are required. Bungree will consider applications from tenants for absences longer than 4 weeks for reasons such as:

- Hospitalisation, institutional care, nursing home care or rehabilitation
- Escaping domestic violence, harassment or threats of violence
- Caring for sick/frail family members
- Holidays
- Employment, education or training
- Prison (apart from when the reason for imprisonment is related to a breach of the Residential Tenancy Agreement)

Tenants will be required to provide evidence for an absence and will be expected to meet the requirements of their Residential Tenancy Agreement in their absence.

When a tenant advises of an absence that will require more than 4 weeks away from the property staff are will:

- Make notes on the client file in the Sherlock Trust Management System
- Advise the tenant to put the application in writing if they are able, or staff will begin the application on the tenant's behalf
- Request evidence for the absence (this may require the tenant to provide permission to exchange information with other agencies) and substantiating documents.
- Discuss with the tenant options such as succession of tenancy and ending a tenancy if required.
- Make recommendation based on evidence required and length of absence regarding a reduced rent or stopping rent payable based on the circumstance of the tenant.
- Submit the application to the CEO for approval and Bungree Board endorsement.

8.5 ELIGIBILITY FOR REDUCED RENT

In situations where a tenant is required to pay a fee for institutional care, nursing home care, hospitalisation, rehabilitation or a refuge or where they will not be able to access an income during the period, Bungree may reduce or stop the rent payable. Evidence is required and will be submitted as part of the Application for Absence.

Absence approved

When the Bungree Board approves an application staff will

- Advise the tenant by phone and in writing of the decision dependent on the tenant location
- Make rental adjustments in the Sherlock Trust Management System as required – making notes to follow up with the tenant 1 month prior to the end of the absence period.
- Follow procedures for succession if required.

Absence not approved

When an absence application is not approved staff will

- Advise the tenant by phone and in writing of the decision ensuring that the next steps and intentions of Bungree are clearly outlined.
- Make notes in the Sherlock Trust Management System.
- Make application to end the tenancy and request possession of property through the NSW Civil and Administrative Tribunal if required following section 9 of this manual.

8.6 SUSTAINING TENANCIES

Tenancies are Bungree housing's core business and with that comes our vision that "Aboriginal people have better life outcomes through access to secure and affordable housing". There may be times during a tenancy when people's life and family circumstance change resulting in their tenancy becoming unstable.

There are a range of tools and templates that staff can access in addition to making referral to any Bungree program with a tenant's permission. The NSW Community Housing Industry Association (www.communityhousing.org.au) has developed the Creating Sustainable Tenancies for People with Complex Needs Toolkit. These resources may be useful for staff who require some guidance on assisting a tenant or their family.

Recognising and assessing risk factors

It may be that tenancies in arrears are an indicator of a tenant or their family requiring support, an increase in complaints or tenant avoidance of property inspection can be indicators of risk. Tenants may be hesitant to discuss or disclose their circumstance and in these cases it can be useful to leave information about Aboriginal services and programs or events with the tenant or their family.

ALL Bungree staff are Mandatory Reporters and are required to make appropriate referrals and seek advice where any tenant or their family appear to be at risk of harm. All staff are required to have read and understand the Bungree Mandatory Reporting Policy.

8.7 PARTNERSHIPS AND REFERRALS

Whilst staff are unable to exchange information without the consent of the tenant (with the exception of mandatory reporting and a legal request) they can reach out to other Bungree staff and other Aboriginal service providers to seek advice about a client scenario. Bungree housing fosters and creates positive relationships and partnerships with other Aboriginal and mainstream service providers to ensure tenants have access to services when they require them.

When a tenant gives consent for a referral to be made staff will:

- Discuss with the tenant the most suitable agency to meet their needs
- Make an internal referral and introduction to other Bungree program areas if relevant
- Obtain the consent of the client to exchange information
- Offer to introduce and support the tenant at the initial introduction
- Record the referral on the client file in the Sherlock Trust Management System.

Good Practice approaches to sustaining tenancies

Approaches to sustaining tenancies should always start with prevention approaches such as:

- Thoughtful allocation decisions that consider the needs of tenants individually
- Good neighbour policies that set clear expectations for tenants and how they can seek support where there are neighbourhood disputes
- Provision of information about tenancy expectations

Good practice early intervention approaches of sustaining tenants can be achieved through

- Regular maintenance, inspections and tenant visits
- Early response to complaints and enquiries
- Early warning systems that indicate tenants at risk
- Support through partnerships, clear referrals and information.

8.8 NOISE, DISPUTE AND DISTURBANCE

Tenants have a right to the peaceful enjoyment of their home and an obligation to abide by the conditions of their Residential Tenancy Agreement. The Association will encourage neighbours to try and resolve their situation before they refer the matter to Bungree.

All tenants are encouraged to submit a letter of concern in writing about noise, nuisance or disputes. This will allow Bungree staff to determine what action is necessary. The person submitting the letter will be assured that their details will remain confidential unless they give permission in writing to disclose their details.

When a letter outlining concerns regarding noise, dispute or complaint is received:

- The CEO will forward the letter of concern to the Housing staff.
- The Staff member will determine if the tenant is in breach of their Residential Tenancy Agreement.
- If the tenant has breached their Residential Tenancy Agreement the staff member will explain their obligations. If it is found that the tenant isn't in breach a letter will be sent to the neighbour outlining the concerns received.
- If the concern has not been resolved Bungree will invite both parties to participate in mediation internally. The mediation will be conducted by a qualified member of the Executive or Board.
- If the internal mediation is unsuccessful Bungree will engage and refer the tenants to a Community Justice Centre for assistance if the parties agree to attend. Utilising an independent mediator will assist in attempting to reach an agreement between the parties.
- The staff member is required to document all actions taken and place on the tenant/s file in the Sherlock Trust Management System.

9.0 TENANCY MANAGEMENT – ENDING A TENANCY

Purpose

All staff ensure that tenant exits occur in line with the requirements of the NSW Residential Tenancies Act 2010.

Legislation and Regulatory Requirements

NSW Residential Tenancies Act 2010

Policy and other related documents

AHO Housing Services Policy Framework

1.2 Bungree Allocation of Social Housing Policy

1.3 Bungree

1.4 Bungree Tenancy Management Policy – New Tenancies

1.5 Bungree Tenancy Management Policy – Ending a Tenancy

Objective

Bungree will ensure that all tenants understand their responsibilities upon signing the Residential Tenancy Agreement including providing information about what to do when exiting a tenancy. There may be a range of reasons why a tenant exits. In some cases Bungree may end a tenancy when there is a breach of the Agreement or when a property is being re-developed.

All staff must follow these procedures when ending a tenancy whether it is voluntary or by order of the NSW Civil and Administrative Tribunal. There are strict guidelines that must be followed in relation to providing periods of notice, the obligations of the tenant to leave the property in good condition, the recovery of any debt owing and returning a tenant bond.

When Bungree applies to the NSW Civil and Administrative Tribunal for an Order of Possession (where a breach of the Residential Tenancy Agreement has occurred and the tenant has not complied with prior orders or notices) staff must follow procedures in regard to collection of rent owed, the ability to keep the tenant bond for debts owing, disposal of goods left at the property and closing a tenant file. It must be noted that requests for orders to be made by the NSW Civil and Administrative Tribunal are able to be contested by tenants. When Bungree requests an order from the Tribunal or seeks action, the tenant must be provided with the contact details of the Greater Sydney Aboriginal Tenant Service.

In the case that Bungree ends a tenancy there are a number of differing grounds for termination of tenancy that must be complied with. As a social housing provider Bungree must comply with Part 7 of the NSW Residential Tenancies Act 2010 when considering the right grounds. At no time is a No Grounds Termination to be used except in the event of re-development of properties or when there are no other grounds available to Bungree. Staff are not to apply for an order without the approval of the Bungree CEO.

Bungree may issue notices to tenants advising them of potential breaches of tenancy (i.e. issuing a notice for more than two weeks rent arrears) as outlined in the Agreement. Bungree will ensure that it follows due process to work with tenants to either sustain or end the tenancy regardless of the tenancy exit reason.

All notices and associated documentation (notice of appeal, letters from tenant advocates) must be attached to the tenant file in the Sherlock Trust Management System and a pop up note added. All notices must not be acted upon until after the 7-day mailing period

9.1 PERIODS OF NOTICE – END OF TENANCY

All tenants must provide at least **14 days'** written notice of their intention to exit

For Bungree to end a tenancy on a fixed term agreement (within the first 6 months) 30 day's notice (with an extra 7 days for mailing the notice) must be provided, this period of notice is also required for a sale of property. Where Bungree wishes to end a continuous lease they must provide 90 days' notice (with an extra 7 days for mail).

If the premises have become unfit to live in and neither the tenant nor landlord has broken the agreement either the landlord or tenant can serve immediate written notice ending the agreement.

9.2 COMPLETING A PROPERTY INSPECTION AT THE END OF THE RESIDENTIAL TENANCY AGREEMENT

Arranging a property inspection

The staff member will arrange a property inspection with the tenant/s as soon as possible within the notice period.

Using the Property Condition Report

The property inspection should be conducted using the Property Condition Report which was completed at the beginning of the Residential Tenancy Agreement. The tenant and Bungree must complete the condition report together. At completion the tenant is provided with a letter of any tenant damage that must be addressed before exit.

9.3 REPAIRING TENANT/S DAMAGE AND CLEANING OF THE PROPERTY

If the tenant has damaged the property in any way or the property needs general cleaning, the tenant will be verbally advised at the time of the property inspection, however a letter will be addressed to the tenant with the details and a reasonable nominated date in which the itemised repairs or general cleaning will need to be completed.

If the tenant refuses to or doesn't comply

If the tenant doesn't or refuses to comply, the tenants bond money is not to be released until an agreement can be negotiated.

Lodging an application with the NSW Civil and Administrative Tribunal (NCAT)

If no agreement can be made an application will be lodged with the NCAT to recover any outstanding monies to address tenant damage.

9.4 DEBT RECOVERY

The following steps should be used as a guide when a tenant is vacating the premises

Finalising the tenant/s account

Upon the tenant/s vacating the property, staff will issue the tenant/s with a final account. The final amount will be calculated according to the nominated dates given by the tenant within their notice to end their Residential Tenancy Agreement. The account will be itemised and include the following

- total amount of rent payable
- outstanding rental arrears
- water consumption

NOTE: The letter will also advise the tenant, if any costs associated to the property will be forwarded separately after the property inspection has been completed. E.g. tenant damage

9.5 ISSUING OF NOTICES – BUNGREE INITIATED TERMINATION

All notices must:

- be in writing and allow 7 days for delivery
- be signed by the landlord or agent
- give the address of the rented premises
- the date when vacant possession is required
- Give reasons why the notice is given e.g. breach etc.
- The notice must include a statement regarding the tenant's rights and obligations as written in the Residential Tenancy Agreement.

9.6 ISSUING OF NOTICES – BREACHES OF AGREEMENT

Generally, all notices of non compliance (such as more than 14 days in arrears) provide a 14-day rectification period. This means that tenants have 14 days to make arrangements that will no longer have them in breach of their Agreement.

The termination notice must be in writing, signed by Bungree and set out:

- the address of the premises
- the day by which Bungree wants vacant possession
- the grounds for termination (the reason/s, if any).

The notice must be delivered in person, by post, by hand in an addressed envelope to a mailbox, or by email if the tenant has provided permission.

If there is a mistake in the notice or it is not properly sent/delivered, and Bungree applies for a termination order, then it could be argued that the notice is invalid and the application should be dismissed.

9.7 IMMEDIATE TERMINATIONS – NO NOTICE

Bungree can apply to the NSW Civil and Administrative Tribunal for a termination order without giving a termination notice on one or more of the following grounds:

- The tenant, another occupant or their guests have caused or permitted:
 - serious damage to the premises or any neighbouring property
 - injury to the landlord, agent, the landlord's/agent's employees, or neighbour's
 - use of the premises for illegal purposes.
- The tenant or another occupant has seriously or persistently threatened or abused the landlord, agent or the landlord's/agent's employees.

The Tribunal may make a termination order and give immediate possession of the premises Bungree.

9.8 RE-DRESSING A BREACH OF TENANCY

The tenant shall be given no more than 3 attempts to readdress a breach (each specific issue, once addressed accordingly, cannot be brought to bear upon the tenant again in the future).

- Should the tenant fail to meet his/her Residential Tenancy Agreement after 3 attempts, staff will request approval from the CEO to request an order
- If an application is lodged (NSW Civil and Administrative Tribunal) and a compliance order is enforced, the tenant will need to ensure that all attempts are made to comply with the orders.
- Depending on the number of occasions the tenant/s has been brought before the tribunal, staff will ask for a re-listing date if the tenant/s fails to comply with the existing compliance order.

9.9 FAILURE TO COMPLY WITH ORDERS

All matters regarding a tenant/s non-compliance with an order are to be forwarded to the CEO who will then raise the matter with the Bungree Board.

The CEO will be responsible to review the situation and give approval to lodge an application with the NSW Civil and Administrative Tribunal to seek vacant possession of the property.

Staff are to ensure that all relevant documentation regarding the non-compliance has been attached to the tenant/s file including the tenant history from the commencement of tenancy and all correspondence.

9.10 SEEKING VACANT POSSESSION OF THE PROPERTY

The CEO and Board must approve an application for vacant possession before it is submitted. Staff must be able to demonstrate ongoing attempts to work with the tenant and evidence of at least 3 attempts to agree re-dress. When Bungree seeks an order for vacant possession it will also seek debt recovery procedures.

9.11 ABANDONED GOODS

A notice period must be applied before it is legal to dispose of goods left behind even after Bungree has obtained vacant possession of a property. The Residential Tenancies Act 2010 sets out the process that Bungree must follow when dealing with goods left behind and how they are to be disposed.

Types of goods

'Goods' includes:

- 'ordinary' goods
- personal documents
- perishable goods and rubbish

Bungree may dispose of perishable goods or rubbish at any time without notice.

Personal documents include:

- a birth certificate, passport or other identity document
- bank books, financial statements or documents
- photographs and other personal memorabilia
- licenses or other documents conferring authorities, rights or qualifications.

Correct notice of disposal

Bungree must give notice that, unless claimed:

- ordinary goods will be disposed of after 14 days
- personal documents will be disposed of after 90 days.

Bungree must give notice:

- in writing
- by post to the forwarding address (allowing 4 working days for delivery)
- in person or by phone.

If after 2 days Bungree is unable to give you notice by the above means, a notice must be posted in a prominent place on the property (e.g. on the front door).

Disposal of ordinary goods

Bungree may dispose of the goods in any lawful manner (such as donating them to charity, having the local council collect them or selling them).

Disposal of personal documents

Bungree should return the documents to the issuing authority. If this cannot be achieved, they may be disposed of in any lawful manner that does not result in personal information becoming public (e.g. shredding them before disposal).

9.12 ABANDONED PREMISES

The following steps should be used as a guide when determining if the property has been abandoned.

If Bungree staff believe that a property has been abandoned, the staff member will use the following checklist to determine if there is reason to believe that the property has been abandoned by the tenant.

Check list:

- speak to neighbours
- follow up any associates or reference contacts on the tenant/s file
- when was rent last paid
- has mail been collected
- lawns not mowed
- check premises for any possessions
- rotting food
- contact electricity and or gas company to ensure no disconnections have been requested/ when account was last paid
- police, reported missing persons

When staff believe the property has been abandoned they will lodge an application to the NSW Civil and Administrative Tribunal to seek an order to declare the residential premises were abandoned by the tenant on a day specified by the Tribunal.

On the same application lodged, depending on the Tribunal's order to declare the premises abandoned, Bungree will seek an order authorising one or more of the following orders:

- the removal, destruction or disposal of abandoned goods
- an order authorising the sale of the abandoned goods
- an order directing the notice of any action or proposed action in relation to the abandoned goods be given to the former tenant/s or any other person
- an order as to the manner of sale of abandoned goods
- an order as to the proceeds of the abandoned goods

9.13 RENTAL REFERENCES

A tenant will receive a reference at the end of a tenancy when:

- The tenant has a consistent record of rent payment
- There is no history of anti social behaviour or no proven complaints regarding the tenancy.
- Notice has been given
- The house has been left in acceptable condition
- Keys have been returned.

9.14 RETURNING THE KEYS

When a tenant has moved all items out of the house and it is left in a clean condition the tenant is to return the keys.

The tenant will be asked to sign the key register as a receipt that the keys have been returned. Any lost keys are the responsibility of the tenant.

9.15 RETURN OF BOND

Once Bungree has completed the final inspection of the house, keys are returned and there are no outstanding payments required Bungree will submit the paperwork required to the NSW Department of Fair Trading to have the tenant bond returned.

If there are any outstanding debts owed, Bungree may make application to the NSW Civil and Administrative Tribunal to have the matter heard and request that the tenant bond be awarded to Bungree for payment of outstanding debt.

9.16 CLOSING A TENANT FILE

On the day after all matters regarding the tenancy have been finalised (i.e. all arrears have been addressed, the property has been left in an appropriate state considering fair wear and tear) staff will:

- Load all documentation into the Sherlock Trust Management System including notes that set out the process followed including the signed return of keys register, the completed property inspection report and the final rental reconciliations.
- Lodge the Return of Bond Form and ensure that a forwarding account or address is provided for the Bond to be returned to the exiting tenant.
- Draft a letter of exit to the tenant that provides a rental reference if required setting out the length of the tenancy and the date that return of Bond was lodged.
- Refer to section 4 to fill a vacancy once any cyclical or planned works have been scheduled during the vacant period.