Hunter Community Housing/ CatholicCare - SIL - Tenancies Policy

Section 1 - Purpose

(1) This policy provides information about how Hunter Community Housing manages the tenancies of CatholicCare Social Services clients under the Supported Independent Living Program, in accordance with the relevant legislation and contractual obligations.

Section 2 - Scope

(2) This policy applies to all tenancies of CatholicCare Social Services clients that are housed with Hunter Community Housing under the Supported Independent Living Program.

Section 3 - Responsibilities

ROLE	RESPONSIBILITIES
Hunter Community Housing Board	The governing body of Hunter Community Housing responsible for the approval of this policy.
General Operations Manager	Responsible for the implementation and communication of this policy.
Workers	Ensure they have read, understood and comply with the policy.
Hunter Community Housing clients	To follow this policy and provide any relevant information to Hunter Community Housing.
CatholicCare Social Services	To follow this policy and provide any relevant information to Hunter Community Housing.

Section 4 - Policy Principles

Roles

(3) A client's eligibility for the Supported Independent Living Program is determined by CatholicCare Social Services Hunter Manning (CatholicCare) and Homes NSW.

(4) CatholicCare provide the client with independent living skills through the provision of accommodation, case management and structured individualised life skills programs.

(5) Hunter Community Housing acts as the property managing agent on behalf of CatholicCare.

Allocations

(6) Property allocations are determined by CatholicCare.

This policy document may be varied, withdrawn or replaced at any time. Printed copies, or part thereof, are regarded as uncontrolled and should not be relied upon as the current version. It is the responsibility of staff printing this document to always refer to the Catholic Diocese of Maitland-Newcastle's Policy Portal for the latest version.

Tenancy Management

(7) Hunter Community Housing take instruction from CatholicCare for all tenancy related matters.

(8) Tenancies will be managed in accordance with the Residential Tenancy Agreement and Hunter Community Housing's Tenancy Management Policy.

(9) The Residential Tenancy Agreement complies with the Residential Tenancies Act 2010 (NSW).

(10) CatholicCare will need to approve any tenancy related credits or concessions before they are applied to a tenant account.

Rent

(11) Hunter Community Housing will advise the tenant of the rent payable in writing.

(12) A tenant must pay the rent as per the written advice they are provided by Hunter Community Housing.

(13) A tenant is responsible for the total rent payable, inclusive of any rent charges for approved additional occupants.

(14) Hunter Community Housing will not require a tenant to pay more than 2 weeks rent in advance.

(15) Hunter Community Housing will not knowingly appropriate rent paid by the tenant for the purpose of any amount payable by the tenant other than rent.

(16) Hunter Community Housing will apply market rent increases in accordance with the Residential Tenancy Agreement and Residential Tenancies Act 2010 (NSW) (Division 2, Section 41).

(17) Hunter Community Housing will provide tenants with the required notice prior to applying a rent increase.

Rent Subsidies

(18) Tenants housed under the Supported Independent Living Program, in a property managed by Hunter Community Housing, may be eligible for a rent subsidy.

(19) Rent subsidies are available to tenants with low or very low incomes. The income limits are determined by Homes NSW.

(20) Rent subsidies are not available to a person who is not under of the Supported Independent Living program.

(21) If a rent subsidy is granted, the amount of rent a tenant is required to pay may be reduced.

(22) Hunter Community Housing does not pay the rent subsidy to the tenant but deducts it directly from the market rent.

(23) New tenants must complete a Rental Subsidy Application to apply for a rent subsidy on commencement of their tenancy.

(24) Existing tenants requesting a rent assessment must complete a Rent Subsidy Application to re-apply for a rent subsidy during their tenancy.

(25) Tenants must provide proof of income, or they will be deemed ineligible for a rent subsidy and market rent will be applied.

(26) A Rent Subsidy Application is not required to be completed during a Periodic Rent Review.

Calculating a Rent Subsidy

(27) Where a tenant is eligible for a rent subsidy, the calculation applied to determine the weekly rent payable is:

a. 25 to 30 percent of assessable income for the tenant,
b. 15 percent of Family Tax Benefit Payments Parts A and B received by the tenant, and
c. 100 percent of the tenant's weekly Commonwealth Rent Assistance entitlement.

(28) The rent payable including Commonwealth Rent Assistance cannot exceed market rent.

(29) If a tenant's income is equal to or exceeds the income limits determined by Homes NSW, the tenant is not eligible for a rent subsidy and market rent will be applied.

(30) If a tenant cannot substantiate their eligibility for a rent subsidy, the tenant will be deemed to be ineligible for a rent subsidy and market rent will be applied.

(31) An approved additional occupant, who is not under the Supported Independent Living program, will be charged 50% of the market rent per week as their component of the rent.

(32) Rental subsidy calculations are regularly checked and verified as part of our quality assurance activities.

Participation in the Income Confirmation Scheme

(33) If a tenant receives a payment from Services Australia (Centrelink), they can provide consent to Hunter Community Housing to request their income information from Centrelink on their behalf, through the Income Confirmation Scheme.

(34) If a tenant agrees to participate in the Income Confirmation Scheme, Hunter Community Housing may request evidence of the tenant assessable income from Centrelink to determine the tenant's eligibility for a rent subsidy.

(35) If a tenant participates in the Income Confirmation Scheme and receives income in addition to their Centrelink payment, they will need to provide evidence of this income separately.

(36) Hunter Community Housing may request additional evidence from the tenant to confirm the household's income.

Proof of Income

(37) Proof of income must be provided for the tenant to confirm their eligibility for a rent subsidy.

(38) Proof of income must not be more than 1 month old excluding documentation relating to self-employment as outlined in Table 1: Acceptable Proof of Income.

(39) The following table lists the documents Hunter Community Housing will accept as proof of income:

Table 1: Acceptable Proof of Income

Type of Income	Acceptable Proof of Income
Income from Services Australia (Centrelink)	An income statement from Centrelink. If a tenant has given consent for the Income Confirmation Scheme (ICS), Hunter Community Housing will download the income statement on their behalf.

Type of Income	Acceptable Proof of Income
Wages	If the tenant receives income from wages only: A Letter of Offer from their employer showing their gross wage, deductions and pay period details or payslips with the year-to-date earnings listed. If the tenant receives wages and a payment from Centrelink: Copies of payslips and the Centrelink Income Statements that align with the period of the payslips. If the tenant has given consent for Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Self-Employed	A Profit and Loss statement completed by an Accountant within the last six months or an Income Taxation Return for the most recent financial year.
Income from Child Support or Maintenance	An income statement from Centrelink or a letter or statement from the Child Support Agency (CSA) that shows the amount of maintenance income received. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Income from Investments	An income statement from Centrelink or a letter or statement from an organisation that shows the type of income, frequency and amount paid. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Other Income	An income statement from Centrelink or a letter or statement from an organisation that shows the type of income, frequency and amount paid. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Property Assets	An income statement from Centrelink or a certified copy of a Certificate of Title, a mortgage document or other relevant documentation. Documents showing percentage of ownership, a recent property valuation completed by a certified valuer and any income received from the property.
No Income	A statutory declaration completed by the tenant accompanied with copies of the last six months of their bank statements.

Periodic Rent Review

(40) Hunter Community Housing will review the level of rent paid by a tenant at least every six months to ensure that a tenant remains eligible for a rent subsidy and are charged rent in accordance with the Homes NSW Charging rent policy | NSW Government.

(41) Tenants will receive notification that the Periodic Rent Review has commenced. Proof of income will be requested from the tenant.

(42) Proof of income is required within 14 days, or the tenant may lose their eligibility for a rent subsidy and market rent will be applied. Market rent will be charged until the date that proof of income has been returned for the tenant or the date that the new rent is due to come into effect, whichever is the later.

(43) Tenants will receive notification of the new rent payable amount and the date the new rent is due to come into effect as outlined in Table 4: Effective dates for rent changes.

(44) Periodic Rent Review calculations are regularly checked and verified as part of our quality assurance activities.

Changes in Circumstances or Household Income

(45) Tenants must inform Hunter Community Housing of a change in circumstances or their income within 28 days of the change occurring.

(46) Tenants will be required to complete a Rent Subsidy Application and proof of income will need to be provided for the tenant in order to determine if the tenant is eligible to receive a rent subsidy.

(47) Where an occupant, that is not the tenant, has been approved to be removed the new rent payable will take effect from the date outlined in Table 4: Effective dates for rent changes.

(48) The following table lists the documents Hunter Community Housing will accept as proof of a change in circumstances or income for the tenant:

Table 2: Proof of a change in circumstances or household income:

Change in Circumstance and or/household income	Acceptable Proof of Change
Income from Services Australia (Centrelink)	An income statement from Centrelink If a tenant has given permission for Income Confirmation Consent (ICS), Hunter Community Housing will download the income statement on their behalf.
Commenced employment	If the tenant receives income from wages only: A Letter of Offer from their employer showing their gross wage, deductions and pay period details or payslips with the year-to-date earnings listed. If the tenant receives wages and a payment from Centrelink: Copies of payslips and the Centrelink Income Statements that align with the period of the payslips. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Ceased employment	A separation certificate or letter from the employer. If the tenant is unable to obtain written evidence from the employer, a statutory declaration must be completed.
Receives less Child Support or Maintenance than shown on their Centrelink Income Statement	A letter or statement from the Child Support Agency (CSA) that shows the amount of maintenance income received.
New child	An income statement from Centrelink showing the correct number of children the person has in care which shows the new payment they will receive. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Child has moved in or out of their care	An income statement from Centrelink showing the correct number of children the person has in care which shows the new payment they will receive. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Changed their relationship status	An Income Statement from Centrelink showing the updated partnered status and the new payment the person will receive. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Had a change in their income (This includes when a person's Centrelink payment type has changed)	An income statement from Centrelink showing the new payment the person will receive. If the tenant has given consent for the Income Confirmation Scheme, the income statement will be downloaded on their behalf.
Has moved out of the household	Copy of the exited person's driver's license, lease agreement, electricity account or other formal document showing the person's new address. If the tenant is unable to obtain this information from the exited person, the tenant will need to complete a statutory declaration.
Any other circumstances where there has been a change in the household or the household income	A letter from an organisation or agency that shows the type of income, frequency and the amount paid

Assessing Income Where a Tenant Receives No Income or an Amount Less Than the Statutory Rate

(49) Hunter Community Housing will assess tenants who receive an income that is less than the statutory benefit to which they would otherwise be entitled, as though they did receive the appropriate statutory benefit for their age and household composition.

(50) This includes tenants who receive wages or are self-employed.

Assessing Wages that Fluctuate

(51) Hunter Community Housing will average the income of a tenant that receives a fluctuating wage up to a maximum of a 12-week period, or for new employment of less than 12 weeks, over the period since the commencement of the employment.

(52) Tenants that have not given consent to the Income Confirmation Scheme may be required to provide income for up to a 12-week period or the average calculation may be processed based on the information provided.

(53) Overtime payments are included as part of the tenant's assessable income.

Assessing Income for Self-Employed

(54) A self-employed tenant must provide a profit and loss statement completed by an accountant or a tax return for the most recent financial year as proof of income.

(55) Hunter Community Housing will determine the tenant's assessable income in accordance with the Homes NSW Tenancy Charges and Account Management Policy Supplement | Family & Community Services.

(56) When a tenant's income is calculated to be less than the statutory benefit to which they would otherwise be entitled, income will be deemed to be as though they did receive the appropriate statutory benefit for their age and household composition. Refer to Assessing income where a tenant receives no income or an amount less than the statutory rate.

Eligibility for $5 minimum rent

(57) In some situations, Hunter Community Housing will assess a tenant's contribution to the rent as $5 per week.

(58) The tenant must complete a Rent Subsidy Application and provide documentation to substantiate a claim for the minimum rent charge.

(59) If a minimum rent charge is granted, Hunter Community Housing will review the household rent every three months.

(60) The following table lists the situations in which Hunter Community Housing will grant a claim for the minimum rent charge:

Table 3: $5 minimum rent criteria:

Situation	Details

Situation	Details
Rehabilitation, respite care or a refuge (or other safe place)	The tenant's living expenses are increased as they are required to pay a fee for their accommodation while in a rehabilitation centre, respite care or in a refuge; or other safe place; after leaving domestic violence. Rent charges will be included for any household members that remain in the property.
Incarceration	The tenant is incarcerated; in prison. Rent charges will be included for any household members that remain in the property. Hunter Community Housing can ask the tenant to relinquish their tenancy if the incarceration period is due to be longer than six months.

(61) Hunter Community Housing will not apply a $5 minimum rent where a tenant is on holidays, overseas or is away for an acceptable absence.

Rent Subsidy Fraud or Non-Disclosure

(62) Rent subsidy fraud occurs when a tenant has made a false representation of facts about themselves or their household; whether by intentionally withholding information or providing misleading statements.

(63) Rent subsidy non-disclosure occurs when a tenant has unintentionally not advised Hunter Community Housing of a change to their household circumstances or income.

(64) Hunter Community Housing may backdate a rent subsidy or a cancellation of a rent subsidy where there has been proven rent subsidy fraud or non-disclosure.

(65) The rent subsidy or cancellation of a rent subsidy may be backdated to the date that the change occurred.

Effective Dates for Rent Changes

Table 4: Effective dates for rent changes:

Rent Review Type	Effective Date
Market Rent Increase	60 days + 7 business days postage notice; if applicable.
Income returned for household for Periodic Rent Review	Minimum 15 days' notice from receipt of New Rent Letter.
Income not returned for household for Periodic Rent Review	Minimum 15 days' notice from receipt of New Rent Letter.
Income returned for household after not proving eligibility for rent subsidy (Being set to market rent)	The date the income for the household was returned or the date the New Rent came into effect, whichever is the later.
Rent Increase: Tenant notified Hunter Community Housing of the change within 28 days	7 business days postage notice from when the rent calculation is processed.
Rent Decrease: Tenant notified Hunter Community Housing of the change within 28 days	Decrease will be backdated to the date of the change.
Rent Increase: Tenant did not notify Hunter Community Housing of the change within 28 days	This may be considered rent subsidy fraud or non-disclosure and the increase may be backdated to the date of the change.
Rent Decrease: Tenant did not notify Hunter Community Housing of the change within 28 days	Rent decrease will be applied from the date the tenant notified Hunter Community Housing.
An additional occupant moves into the household	The date that the additional occupant moved into the household.
Approved eligibility for $5 minimum rent	Decrease will be backdated to the date that the $5 rent eligibility was approved from.
Person returns to the dwelling after a $5 rent period	The date that the person returned to the household after an approved $5 rent eligibility period.

Rent Review Type	Effective Date
Family tax payments have changed due to the birth of a baby	The date that the person's Family Tax Benefit payments changed.
Proven rent subsidy fraud or non-disclosure	Rent will be backdated to the date that the change occurred.

Tenure

(66) 3 monthly leases will be offered to a tenant throughout the duration of their placement in Supported Independent Living (SIL).

Non-Rent Charges

(67) Water usage is on-charged to tenants residing in separately metered properties, where the residential property meets the water efficiency measures in the Residential Tenancies Act 2010, and it is stated in their Residential Tenancy Agreement.

(68) Tenants are liable for damages caused by a member of the household or by any person who is lawfully on the residential premises.

(69) Utilities are on-charged to tenants residing in properties that are leased at the bedroom level.

(70) Utilities charges are calculated as 5% assessable income, capped at a nominated amount per week, which is determined from the average utilities amounts for the household size and composition.

(71) The average utilities amount is reassessed regularly and the weekly cap amount is increased accordingly.

(72) Hunter Community Housing will charge tenants for any other charges incurred which relate to a tenancy and is a charge that the tenant is responsible for under the Residential Tenancy Agreement.

Repairs and Maintenance

(73) Hunter Community Housing will work with CatholicCare and property owners to ensure that the properties are maintained in a reasonable state of repair, having regard to the age of, rent payable for and prospective life of the premises.

(74) Hunter Community Housing recognises this obligation applies even though a tenant may have had notice of the state of disrepair of a property before entering into occupation of the residential premises.

Additional Occupants

(75) Tenants may request approval for a person who is not listed on the Residential Tenancy Agreement to become an additional occupant.

(76) When reviewing applications for an additional occupant, Hunter Community Housing and CatholicCare will take into consideration:

a. The relevant agreements, policies and guidelines;
b. Whether the property is suitable; and
c. Whether the additional occupant will cause the property to be over-occupied.

(77) The rent component for the additional occupant will be charged in accordance with the Rent Subsidies section of this policy.

Termination of Tenancy

(78) The termination of tenancies will be managed in accordance with the Residential Tenancy Agreement and the Tenancy Management Policy.

Section 5 - Appeals and Internal Review

(79) If a tenant disagrees with a decision Hunter Community Housing has made in relation to their tenancy, they should speak to Hunter Community Housing.

(80) If they are still dissatisfied, they can request an internal review in accordance with the Hunter Community Housing Appeals Policy.

(81) Non-tenancy related concerns should be directed to CatholicCare.

Section 6 - Consequences of Breaching this Policy

(82) Any worker found to be in breach of this Policy may be subject to disciplinary action, including where a serious breach occurs, dismissal.

Section 7 - Notations

(83) If there is any inconsistency between a Policy Document in existence before the commencement of this Policy, and a Policy Document developed after the commencement of this Policy, the later applies to the extent of the inconsistency.

Status and Details

Status	Current
Effective Date	30th April 2025
Review Date	30th April 2028
Approval Authority	Chief Operating Officer
Approval Date	22nd April 2025
Expiry Date	To Be Advised
Unit Head	Ray Bowen Director Property and Housing
Enquiries Contact	Hunter Community Housing

Glossary Terms and Definitions

"**Supported Independent Living Program**" - Placements for Young People aged 16 to 17 years old who are provided with living skills training and support and assistance with access to education, training and vocational and employment assistance, to support self-sufficiency.

"**Tenant**" - The tenant, as per the Residential Tenancy Agreement, who is under the Supported Independent Living Program and occupies the property.

"**Rent Assistance**" - A payment from Services Australia (Centrelink) paid to their customer who pays rent above the threshold limit set by the government.