

# Hunter Community Housing - Market Residential Program Policy

## Section 1 - Purpose

(1) This policy outlines the process for the market program properties managed by Hunter Community Housing.

## Section 2 - Scope

(2) Hunter Community Housing offers a market program. This program is made of properties that are offered to those from the public in line with the current market for that suburb.

## Section 3 - Principles

### Allocations

(3) The market program consists of properties owned by the Catholic Diocese of Maitland-Newcastle (the Diocese). Hunter Community Housing will act as the managing agent on behalf of the Diocese.

(4) The properties as they become vacant will be advertised on the Hunter Community Housing website and other internet outlets as appropriate.

(5) Applicants will be from the wider community and can make an application for the property by completing the Hunter Community Housing's application form.

(6) Hunter Community Housing when reviewing the application will not approve households whereby more than 30% of the household income is contributing to the weekly rent.

(7) All properties will be offered at the full market rent in line with the market rents for each area.

### Tenancy Management

(8) Market Program tenancies will be managed in accordance with the Residential Tenancy Agreement.

(9) The Residential Tenancy Agreement complies with the [Residential Tenancies Act 2010 \(NSW\)](#).

### Rent

(10) A tenant must pay the rent under their residential tenancy agreement.

(11) Hunter Community Housing will not require a tenant to pay more than 2 weeks rent in advance under a residential tenancy agreement.

(12) 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.

(13) Hunter Community Housing will apply rent increases in accordance with the residential tenancy agreement and [Residential Tenancies Act 2010 \(NSW\)](#) (Division 2, Section 41).

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

## **Non-Rent Charges**

(15) A rental bond of an amount not exceeding four weeks of the market rent of the property, is charged to tenants if stated in their Residential Tenancy Agreement.

(16) 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 \(NSW\)](#), and is stated in their Residential Tenancy Agreement.

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

(18) 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**

(19) Hunter Community Housing will work with 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.

(20) 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.

## **Termination of Tenancy**

(21) The termination of Market Program tenancies will be managed in accordance with the Residential Tenancy Agreement.

# **Section 4 - Appeals and Internal Review**

(22) If a tenant disagrees with a decision made by Hunter Community Housing in relation to a Market Program tenancy application or tenancy, they should firstly discuss their concerns with a Hunter Community Housing staff member.

(23) If a tenant is still dissatisfied, they have the right to request an appeal.

(24) An appeal is a request to have a decision reviewed.

(25) [The Hunter Community Housing - Appeals and Internal Review Policy](#) outlines the process for appeals.

# **Section 5 - Responsibilities**

(26) The General Operations Manager - Housing is responsible for implementation of this policy.

(27) Staff are responsible to ensure they have read, understood, and comply with the policy.

(28) The Diocese Governance Department is responsible for managing the review process and publication of this policy.

## Section 6 - Document Review

(29) This policy will be reviewed when there is a legislative change, organisational change, delegations change or at least every 3 years to ensure it continues to be current and effective.

## Status and Details

<b>Status</b>	Historic
<b>Effective Date</b>	27th May 2024
<b>Review Date</b>	24th June 2025
<b>Approval Authority</b>	Head of Governance
<b>Approval Date</b>	24th June 2022
<b>Expiry Date</b>	14th January 2025
<b>Unit Head</b>	Ray Bowen Director Property and Housing
<b>Enquiries Contact</b>	Hunter Community Housing

## Glossary Terms and Definitions

**"Catholic Diocese of Maitland-Newcastle (the Diocese)"** - The Catholic Diocese of Maitland-Newcastle (the Diocese) is inclusive of all parishes and agencies, communities, ministries and works that are under the authority of the Bishop of Maitland-Newcastle. The Bishop takes his authority from Canon Law (Canons 375-402). The geographical coverage of the Diocese includes all or part of the Newcastle, Lake Macquarie, Maitland, Cessnock, Port Stephens, Singleton, Muswellbrook, Upper Hunter, Dungog and Mid-Coast local government areas, with almost 160,000 Catholics, 38 parishes and serviced by multiple diocesan ministries and agencies. The Diocese is not wholly geographic in nature. There are elements of the Catholic Church operating within the physical boundaries of the Diocese that do not fall under the authority of the Bishop and are not a part of the Diocese. Equally, particular diocesan ministries occur within external institutions (e.g. Prison Chaplaincy, Hospital Chaplaincy).