

# Hunter Community Housing - Termination of Tenancy

## Section 1 - Purpose

(1) This policy explains the process for termination of a tenancy in accordance with the [Residential Tenancies Act 2010](#).

## Section 2 - Scope

(2) This policy applies to all tenants that live in a property that is managed by Hunter Community Housing.

## Section 3 - Principles

### Tenancy terminated by the tenant

(3) A tenant may end a fixed term lease before it is due to expire if they give Hunter Community Housing sufficient notice.

(4) The only exception where a tenant can end their tenancy immediately, is if they or their dependent child are in a circumstance of domestic violence.

(5) The following table outlines notice periods where a tenancy is terminated by a tenant:

Table 1: Notice periods-tenancy terminated by a tenant.

| Circumstance   | Minimum Notice Required |
|--|-------------------------|
| The tenancy is within the fixed term agreement   | 14 days' notice         |
| The tenancy is within the fixed term agreement and the termination reason is related to domestic violence                                | No notice               |
| The fixed term agreement has ended, and the tenant is on periodic agreement  | 21 days' notice         |
| The fixed term agreement has ended, and the tenant is on a periodic agreement and the termination reason is related to domestic violence | No notice               |
| The tenant is housed in Supported Independent Living (SIL)   | 90 days' notice         |
| Sole tenant has passed away  | No notice               |

(6) A tenant must give their notice in writing and specify the date that they intend to leave the property, after allowing for the correct notice period.

(7) If the incorrect amount of notice is given, Hunter Community Housing will charge the full rent for the full notice period excluding where there are circumstances of domestic violence.

### **Termination of a tenancy due to domestic violence**

(8) A tenant can end their tenancy immediately, without penalty, if the tenant or their dependent child are in circumstances of domestic violence.

(9) A minimum notice period is not required. The termination date can be the same day or a date after the notice is given.

(10) To terminate a tenancy in circumstances of domestic violence, a tenant will need to give a domestic violence termination notice to Hunter Community Housing stating the termination date and attach one of the following forms of evidence:

- a. certificate of conviction for the domestic violence;
- b. family law injunction;
- c. provisional, interim, or final domestic violence orders; or
- d. declaration made by a competent person in the prescribed form.

(11) Further information on competent persons is available in the [Department of Communities and Justice \(DCJ\) Ending a Residential Tenancy NSW Fair Training.](#)

(12) A tenant who has disclosed domestic or family violence may not be responsible for damage incurred to the property caused by a domestic violence perpetrator during a domestic violence offence.

(13) Hunter Community Housing may request documentation in this instance. The documentation requested varies dependant on the situation. Evidence may include a police report or event number.

### **Abandonment**

(14) If a tenant has abandoned the property, Hunter Community Housing may take immediate possession of the property or may make an application to the NSW Civil & Administrative Tribunal (NCAT) in order to have the tenancy terminated.

(15) Hunter Community Housing has the right to seek compensation from the tenant through NCAT for loss of rental income, property damage and any charges incurred to clean the property, including costs for removal of any items left at the property.

(16) Uncollected goods will be managed in accordance with the [Residential Tenancies Act 2010.](#)

### **Death of a sole tenant**

(17) The death of a sole tenant should be reported to Hunter Community Housing as soon as practical.

(18) Hunter Community Housing may request evidence to support this such as a copy of the death certificate.

(19) Notice is not required to terminate the tenancy.

(20) The rent payable will be reduced to \$5 per week from the date of the death. The reduced rent will be charged for a maximum of 14 days then market rent will be charged until vacant possession is given.

(21) Hunter Community Housing will liaise with the tenant's family and/or legal representatives to finalise the tenancy.

## Tenancy terminated by Hunter Community Housing

(22) If a tenancy is terminated by Hunter Community Housing, a termination notice will be issued in writing and served correctly.

(23) A tenant will be given the correct notice in accordance with the [Residential Tenancies Act 2010](#).

Table 2: Notice periods-tenancy terminated by Hunter Community Housing

| Reason for termination   | Minimum notice required |
|--|-------------------------|
| End of fixed term agreement                                    | 30 days                 |
| Property is due to be sold                                     | 30 days                 |
| Breach of tenancy agreement of non-payment of rent or non-rent | 14 days                 |
| Termination of periodic agreement - no grounds given           | 90 days                 |

(24) Where the end of tenancy is not due to the action of the tenant, Hunter Community Housing will work with the tenant to find alternate accommodation.

(25) Hunter Community Housing may obtain properties available to rent through a private owner or real estate. The Owner or real estate may issue a 90 day no grounds notice. Hunter Community Housing will only issue a 90-day Notice to a tenant in this circumstance. Hunter Community Housing will assist the client in transfer or find appropriate housing should this occur.

(26) Hunter Community Housing may obtain properties available to rent through a private owner or real estate. The owner or real estate may issue a 30-day End of fixed term agreement. Hunter Community Housing will issue the tenant the same notice period in this circumstance. Hunter Community Housing will assist the client in transfer or finding appropriate housing should this occur.

## Property uninhabitable or destroyed

(27) If a property is uninhabitable due to flood, fire or other causes, termination of the tenancy takes effect immediately.

## Pre-vacate inspection

(28) Hunter Community Housing may request a pre-vacate inspection before a tenant is due to vacate a property.

(29) Following this inspection, the tenant will be advised of any identified cleaning or repairs that need to be rectified prior to vacating.

## Leaving the property

(30) A tenant must leave the property in a clean and tidy condition that is as close as possible to the condition the property was in when they started living in it.

(31) A tenant must remove all their belongings including any rubbish from the property.

(32) A tenant will be charged rent up to and including the termination date or the date that the keys are returned, whichever is the later date.

## **Keys**

(33) A tenant is responsible for locking the property and returning all keys provided at the beginning of the tenancy.

(34) A tenant is liable for the replacement costs of any lost keys.

## **Outgoing inspection**

(35) Hunter Community Housing will carry out the final or outgoing inspection of a property once a tenant has vacated.

(36) A tenant will be given a reasonable opportunity to attend the outgoing inspection, however the inspection may need to be completed without the tenant being present.

(37) A tenant will be given an opportunity to rectify any identified cleaning or repairs or to replace any missing items if the issues were not related to domestic violence.

(38) If a tenant does not remedy the outstanding issues within the allowed timeframe, Hunter Community Housing will arrange for the works to be completed and the charges will be passed onto the tenant if the issues were not related to domestic violence.

(39) A tenant is not responsible for fair wear and tear.

## **Finalisation of accounts**

(40) Hunter Community Housing will advise a tenant of their account balance once their tenancy has ended.

(41) A tenant is responsible for payment of all outstanding charges at the end of their tenancy.

(42) If a tenant account is in credit and there are no monies owing for the tenancy or any former tenancies, Hunter Community Housing will process a refund to the tenant.

(43) Where a tenant vacates and they are no longer housed by Hunter Community Housing, any credit balances will be automatically transferred to any debit balances in their accounts. A tenant will be advised in writing if any balances were transferred between accounts.

(44) If a tenant debt remains unpaid, Hunter Community Housing may make application to NCAT.

(45) If a tenant has a debt with Hunter Community Housing, this may affect their future entitlement to social housing.

## **Bond refunds**

(46) A tenant who paid a bond and does not owe any money to Hunter Community Housing at the end of their tenancy may have the bond and any interest refunded to them in full.

(47) Hunter Community Housing may make a claim against a tenant bond if there is monies owed for the tenancy or if there were damages that were not repaired by the tenant.

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

(48) If a tenant disagrees with a decision made by Hunter Community Housing in relation to the termination of a tenancy, they should firstly discuss their concerns with a Hunter Community Housing staff member.

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

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

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

## **Section 5 - Responsibilities**

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

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

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

## **Section 6 - Document Review**

(55) 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>     | 20th May 2024                           |
| <b>Review Date</b>        | 21st May 2024                           |
| <b>Approval Authority</b> | Chief Operating Officer                 |
| <b>Approval Date</b>      | 24th June 2022                          |
| <b>Expiry Date</b>        | 26th May 2024                           |
| <b>Unit Head</b>          | Lisa Tierney<br>Chief Operating Officer |
| <b>Enquiries Contact</b>  | Hunter Community Housing                |