

Hunter Community Housing - Tenancy Management Policy

Section 1 - Purpose

(1) This policy documents the processes for the management of a tenancy by Hunter Community Housing for the duration of a tenancy including the starting, changing, and ending of a tenancy.

Section 2 - Scope

(2) This policy applies to tenants living in a property managed by Hunter Community Housing.

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.

Section 4 - Policy Principles

Privacy and collecting information

(3) Hunter Community Housing will collect, manage, and store personal information in accordance with the [Privacy Act 1988](#).

(4) Hunter Community Housing will only share personal information with external parties where there is a legal obligation to do so.

(5) Hunter Community Housing may share information to reduce or prevent a threat where Hunter Community Housing believes that there is a serious threat to a person's life, health, or safety and where it is unreasonable or impractical to obtain the individual's consent prior to disclosure, as permitted under the privacy laws.

Starting a Tenancy

(6) A tenant moving into a property, under an eligible program, will need to complete a Rent Subsidy Application and provide evidence of household income for the ingoing rent calculation in accordance with the relevant program policy. Hunter Community Housing will use the information provided in the Rent Subsidy Application and the household income to calculate the tenant rent.

- (7) Hunter Community Housing will explain the Residential Tenancy Agreement and the rights and responsibilities of the tenant before the tenant signs the Residential Tenancy Agreement.
- (8) A tenant is required to pay two weeks advance rent before they sign the Residential Tenancy Agreement.
- (9) A tenant moving into a property may be required to pay a bond as outlined in the Hunter Community Housing Non-Rent Charges section of this policy.
- (10) A tenant can have a support person assist them during the lease sign process.
- (11) A Residential Tenancy Agreement may be signed in person or electronically.
- (12) A copy of the Residential Tenancy Agreement signed by both parties will be provided to the tenant.
- (13) The NSW Tenant Information Statement will be provided to the tenant to outline the tenant and landlord's responsibilities throughout the tenancy.
- (14) Two copies of the Ingoing Property Condition report will be provided to the tenant. A completed copy is to be returned to Hunter Community Housing within 7 days of signing the Residential Tenancy Agreement.
- (15) The Tenant will be provided with an Acknowledgement of Possession of Property Form. This form confirms the following documents have been received by the tenant as well as keys provided to the tenant for the Residential Premises:
- a. A copy of the Residential Tenancy Agreement;
 - b. Two copies of the Ingoing Property Condition report;
 - c. NSW Tenant Information Statement; and
 - d. A photocopy of all keys provided to the tenant for the Residential Premises.e) A copy of other tenancy related documents will be provided to the tenant as detailed in the relevant program Tenant Handbook.

Rent Payments

- (16) At the commencement of the Residential Tenancy Agreement, Hunter Community Housing will explain the requirements for tenant rent payments.
- (17) A tenant must pay the rent under the Residential Tenancy Agreement or as otherwise stipulated in writing.
- (18) The rent must be paid weekly or fortnightly.
- (19) Tenants must remain two weeks in advance with their rent for the duration of the tenancy.
- (20) Hunter Community Housing will:
- a. not require a tenant to pay more than two weeks rent in advance under a Residential Tenancy Agreement; and
 - b. not knowingly appropriate rent paid by the tenant for the purpose of any amount payable by the tenant other than rent.
- (21) Rent payment options to Hunter Community Housing include Centrepay, BPay or direct deposit.
- (22) Tenants must complete an Internal Payment Plan Request to instruct Hunter Community Housing to allocate their payment towards items other than rent.
- (23) Any payment received via Centrepay or by direct deposit will be allocated as per the Internal Payment Plan Request.

(24) Any payment received by BPay will be allocated as per the tenant allocation upon making the payment.

(25) A tenant will need to complete a Transfer of Funds Consent Form if they would like Hunter Community Housing to allocate rent or non-rent credit to any money that they owe.

(26) Hunter Community Housing will regularly monitor tenant accounts to identify, prevent, manage and rectify incorrect payments including:

- a. the review of the receipting allocations to ensure the correct accurate processing of Centrepay payments
- b. the review of tenant accounts in credit to ensure that any credit balance; above the required two weeks rent in advance; is not a result of an incorrect payment
- c. the review of vacated tenant accounts to monitor when arrears have been repaid in full and deduction is due to be cancelled

(27) If a payment cannot be correctly allocated, Hunter Community Housing will treat it as an incorrect payment.

(28) Hunter Community Housing will take all reasonable steps to notify the customer concerned and pay the customer the amount of the overpayment within 10 business days of receiving the payment.

(29) If Hunter Community Housing receive an incorrect Centrepay payment for any of the following reasons, Services Australia will be notified as soon as possible:

- a. a payment not covered by a deduction authority
- b. a payment that is a significant incorrect payment, or one of a repeated pattern of incorrect payments
- c. an unallocated payment
- d. a payment made to Hunter Community Housing in error
- e. if receiving the payment is, or may reasonably be considered to be, adverse to Hunter Community Housing's reputation or the reputation to Centrepay
- f. if Hunter Community Housing cannot identify the customer or how to make contact with the customer
- g. if after making reasonable efforts, Hunter Community Housing can't resolve the matter satisfactorily with the customer

(30) Hunter Community Housing will notify Services Australia at least 20 business days before any money that relates to a Centrepay payment is remitted to [Revenue NSW](#) as unclaimed money.

(31) Hunter Community Housing will comply with the directions of Services Australia regarding incorrect payments.

Non-Rent Charges

Tenant Bonds

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

(33) A tenant may be eligible to apply for a bond loan with Homes NSW.

(34) Social Housing tenants that are not able to pay their bond upfront may be able to arrange a payment plan to pay their bond off. The maximum payment plan offered will be for a 12-month period. The bond will need to be paid in full prior to the end of the payment plan.

(35) Rental bonds paid to Hunter Community Housing in full by one payment, are lodged with NSW Fair Trading within 10 working days after it is paid.

(36) Rental bonds paid by instalments, where the total amount of the bond is paid within 3 months of the first instalment being paid, are lodged with NSW Fair Trading within 10 working days after the final instalment is paid.

(37) Rental bonds paid by instalments, where the total amount of the bond is not paid within 3 months, are lodged with NSW Fair Trading within 3 months of the first instalment being paid within that period.

Water Usage

(38) 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 is stated in their Residential Tenancies Agreement.

(39) Social Housing Tenants are charged in accordance with the [Community Housing Water Charging Guidelines](#) made pursuant to [Section 139 of the Residential Tenancies Act 2010](#).

(40) Water usage charges must be paid within 21 days of the invoice being issued.

Tenant Damage

(41) Tenants are not to intentionally or negligently cause or permit any damage to the residential premises.

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

(43) 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.

(44) Hunter Community Housing may request documentation. The documentation requested will vary dependant on the situation but may include a police report being provided.

(45) Payment for damages is due on invoice.

Utilities Charges

(46) Utilities may be on-charged to tenants where applicable.

(47) Payment for utilities is due on invoice.

Miscellaneous Charges

(48) Hunter Community Housing will charge tenants for any other charges incurred which relate to a tenancy.

(49) Types of charges that may be on-charged to a tenant include:

- a. bank fees for dishonoured cheques;
- b. council fines for unregistered swimming pools; and
- c. court costs.

(50) Payment for miscellaneous charges is due on invoice.

Advising tenants of charges

(51) Hunter Community Housing will advise tenants in writing of any non-rent charges it places on their accounts.

Services Australia Updates

(52) Hunter Community Housing offer tenants the opportunity to participate in the Income Confirmation Scheme (ICS). Further information can be found in the relevant program Hunter Community Housing Policy.

(53) Tenants and household members residing in a property managed by Hunter Community Housing can provide consent which will allow Hunter Community Housing to update their rent assistance with Services Australia through Electronic Verification of Rent (EVoR).

(54) Electronic Verification of Rent can only be updated for tenants and household members that are already in receipt of rent assistance.

(55) Electronic Verification of Rent does not establish a rent assistance claim for a tenant or household member.

(56) Electronic Verification of Rent will only be updated for eligible tenants and household members following a periodic rent review.

(57) Tenants and household members can provide ongoing consent for Hunter Community Housing to update their Centrepay deduction following a rent review.

(58) This type of consent allows a Centrepay deduction to be updated where:

- a. There is an existing deduction for the tenant or household member;
- b. The existing deduction falls under the General Community Housing (GCH) category; and
- c. There is one rent payment only made for the tenancy and the payment is made via an eligible Centrepay deduction. The deduction will be updated to an amount equal to two weeks rent plus any payment plans formally entered into for the tenancy.

(59) Tenants and household members can provide a one-off consent for Hunter Community Housing to update their Centrepay deduction at any time.

(60) Where a customer has given the appropriate consent, a tenant or household member's Centrepay deduction will be updated following a rent calculation due to a change in circumstances and a periodic rent review.

(61) A tenant or household member can opt to give consent to any one or to all three of the options offered by Hunter Community Housing as set out in clauses 32-37, 38-40 and 51 All consent options do not need to be given.

(62) A tenant or household member can withdraw consent at any time in writing or by completing a new Multiple Consent Authority and selecting no to the relevant option/s.

(63) It is the tenant or household members responsibility to ensure that all updates have been successfully made with Services Australia.

(64) Hunter Community Housing can reduce, suspend or cancel a customer's deduction authority, with or without customer consent.

(65) Hunter Community Housing must cancel a deduction authority if:

- a. the customer is no longer a customer of Hunter Community Housing and any arrears in respect of accommodation or a final account for utilities have been paid in full
- b. the deduction authority is considered an incorrect payment and if reducing or cancelling the deduction is an appropriate way to deal with an incorrect payment

(66) In the case of a reduction or suspension of a deduction authority, Hunter Community Housing must tell the customer before the deduction is reduced or suspended:

- a. that they are going to reduce or suspend the deduction
- b. that the customer can further change, suspend or cancel the deduction authority at any time and how they can do this

(67) In the case of a cancellation of a deduction authority, Hunter Community Housing must tell the customer before the deduction is cancelled:

- a. that they are going to cancel the deduction
- b. that there will need to be a new deduction authority if the customer wants to resume deductions covered by the cancelled authority
- c. that the customer can find more information about Centrepay at servicesaustralia.gov.au/centrepay

(68) If it is not reasonably practicable for Hunter Community Housing to contact the customer before the reduction, suspension or cancellation is processed, Hunter Community Housing will advise the customer as soon as practicable after the update has been completed.

(69) Hunter Community Housing will keep a written record of any updates to deductions.

Arrears Management

(70) Hunter Community Housing will undertake all reasonable steps to contact the tenant when the rent and/or non-rent account falls into arrears.

(71) Hunter Community Housing will engage with the tenant to enter into an appropriate repayment plan. The tenant will sign an internal payment plan confirming the agreement.

(72) Hunter Community Housing will follow the below process regarding notification of rent arrears to the tenant, unless the owner of the property gives a different instruction:

(73) 3 days in arrears: A system generated SMS will be sent advising of the days in arrears and the amount owing as at that date;

(74) 4- 6 days in arrears: Hunter Community Housing will attempt to contact the tenant via telephone. If this method is unsuccessful, a SMS and an email will be sent advising of the days in arrears and the amount owing as at that date;

(75) 7 days in arrears: A reminder notice will be issued via post or email;

(76) 10 days in arrears: A warning notice will be issued via post or email; or

(77) 14 days or more in arrears: A termination notice will be issued for the non-payment of rent.

(78) Where the arrears remain unactioned by the tenant, Hunter Community Housing may apply to the NSW Civil & Administrative Tribunal (NCAT) for the purpose of obtaining an agreed payment plan in the first instance.

(79) Rental arrears that are not addressed may result in the tenancy ending as per the Residential Tenancies Act 2010 (NSW).

Property Access

(80) Hunter Community Housing is required to visit each property at least once a year in order to:

- a. Conduct an inspection of the property in accordance with the Residential Tenancies Act 2010 (NSW);
- b. Provide tenants the opportunity to discuss any maintenance issues or tenancy concerns;
- c. Confirm who is living at the property; and
- d. Assess if a tenant needs support to live independently or if they need to be linked in with support services to assist them to sustain their tenancy.

(81) Hunter Community Housing may request additional inspections at their discretion.

(82) Hunter Community Housing will comply with the access limits and notice periods within the Residential Tenancies Act 2010 (NSW).

(83) Hunter Community Housing or an authorised person can enter the property without the tenant's consent if the tenant is not home and the required notice for entry has been provided.

Tenant Statements

(84) Hunter Community Housing must keep a record of rent and other payments received under a Residential Tenancy Agreement.

(85) Hunter Community Housing will issue tenant statements monthly via email, where an email address has been provided.

(86) Hunter Community Housing must provide a tenant statement within 7 days of a written request by a tenant.

Repairs and Maintenance

(87) Hunter Community Housing will ensure repairs and maintenance of properties managed by Hunter Community Housing are completed in accordance with the relevant Hunter Community Housing policy.

After Hours Emergencies

(88) Emergency repairs are required for situations that cause an immediate threat of danger to the health, safety or security of a tenant or household member.

(89) Contact details for emergency repairs are located within the Residential Tenancy Agreement.

Modifications and Additions

(90) A modification is a change to the structure, layout or fittings of a property that are required because a property does not meet the medical needs of a tenant or household member.

(91) Alterations are works and improvements to a property where a tenant changes, removes, replaces, or makes an addition to a property.

(92) A tenant must request permission in writing prior to undertaking any modifications or alterations in a property.

(93) A tenant will be required to provide appropriate documentation to support their application for modification requests.

(94) A tenant will be responsible for any costs associated with an alteration that has been approved by Hunter Community Housing.

(95) If a tenant has altered a property or undertaken a modification without Hunter Community Housing's approval, the tenant may be asked to remove the alteration or modification and restore the property to its original state.

(96) Hunter Community Housing may make an application to the NSW Civil and Administrative Tribunal (NCAT) to seek an order to have the alteration or modification removed.

(97) Hunter Community Housing will not approve any applications for swimming pools, spas, or fireplaces.

Smoke alarms

(98) All owned and managed properties will have a working smoke alarm in line with the Residential Tenancies Act 2010 (NSW).

(99) All smoke alarms will be serviced annually by a qualified tradesperson.

(100) Tenant details will be provided to the tradesperson for access. If access is not provided 7 days written notice will be given and keys to the premises will be provided to the tradesperson.

(101) If access is not provided or locks have been changed, an application to the NSW Civil & Administrative Tribunal (NCAT) will be made for the purpose of seeking an access order.

(102) Removal or damage caused to the smoke alarm is a breach of the Residential Tenancy Agreement and may result in further action being taken against the tenancy.

Mould in the property

(103) The Ingoing Property Condition Report will highlight any mould concerns as per the [Residential Tenancies Act 2010 \(NSW\)](#).

(104) Hunter Community Housing will ensure that all properties are kept in a reasonable state of repair. This includes addressing structural issues that lead to mould growth, such as leaks, insufficient ventilation, and water damage resulting from building problems.

(105) Tenants are required to keep the property clean and advise Hunter Community Housing of any repairs and maintenance as soon as possible in line the Residential Tenancy Agreement.

(106) The tenant will prevent mould by proper ventilation and regular cleaning.

(107) Mould caused by tenant negligence may result in further action being undertaken.

Pets

(108) Hunter Community Housing understands the importance a companion animal can have to the health and wellbeing of people.

(109) A tenant must request approval to keep a pet; prior to obtaining the pet; by completing a Pet Application Form.

(110) If a tenant is found to be keeping a pet at the property without approval, this is considered a breach of their Residential Tenancy Agreement.

(111) All properties managed by Hunter Community Housing will not be considered suitable for pets for reasons including but not limited to, the size, location, and the type of property.

(112) Hunter Community Housing will advise the tenant of the outcome of the application in writing within 21 days of the request. Should the application be declined, the tenant will be provided with information on how the decision was made

(113) If a tenant has been approved to keep a pet, the tenant will be required to provide specific details about the pet;

such as the pet's name, breed, sex, date of birth, microchip number and council registration information; within 60 days of the approval letter being issued. If this information is not returned within the allowed time limit, the approval to keep a pet may be withdrawn.

(114) Approval to keep a pet may be withdrawn if the pet causes a nuisance or annoyance to neighbours or is kept in breach of laws and regulations.

Property Absences for Social Housing Tenants

(115) Tenants who will be away from their property for more than 6 weeks must apply to Hunter Community Housing in writing and give reasonable notice for their absence.

(116) An application must be completed even if other household members will remain in the property.

(117) Tenants may be required to provide evidence of their absence.

(118) Hunter Community Housing consider the following as acceptable reasons of absence for tenants for up to six months:

- a. Hospitalisation, institutional care, respite, nursing home care or rehabilitation;
- b. Escaping domestic and family violence, harassment, or threats of violence;
- c. Holidays;
- d. Employment, education, or training;
- e. Caring for sick/frail family members;
- f. Assisting with immigration matters in the country of origin; or
- g. Incarceration.

(119) Hunter Community Housing will approve an absence from a property if it is satisfied that:

- a. The tenant has an acceptable reason for the absence;
- b. The tenant has not been away from the property for more than 365 days in the five years prior to the first day of the next absence request period; and
- c. The tenant has arranged to meet their tenancy obligations under the Residential Tenancy Agreement whilst they are away including payment of rent and non-rent and property care

(120) A tenant who has been approved for an absence from the property may be eligible for a reduced rent in accordance with the [Social Housing Rent Policy](#).

(121) If a tenant is absent without written approval from Hunter Community Housing or has stayed away for longer than the time approved, the tenant may be charged market rent from the time the tenant's absence is discovered or from the date that the approval has expired. Hunter Community Housing may also make an application to the NSW Civil and Tribunal Application (NCAT) to terminate the tenancy.

(122) A tenant who is incarcerated can apply to retain the tenancy for up to six months.

(123) If Hunter Community Housing is satisfied that the imprisonment will be more than a six-month period, the tenant can be asked to relinquish the tenancy immediately.

(124) If the reason for the imprisonment is related to a breach of the Residential Tenancy Agreement, Hunter Community Housing will take action to terminate the tenancy.

(125) Hunter Community Housing will not approve requests for absence if a social housing tenant is in a nursing home

beyond the initial six months. The tenant should relinquish their tenancy.

(126) A tenant who is participating in a rehabilitation program can apply to retain the tenancy for up to six months.

(127) If Hunter Community Housing is satisfied that the rehabilitation program will be more than a six-month period, the tenant can be asked to relinquish the tenancy immediately.

Abandonment of a tenancy

(128) Hunter Community Housing will consider that a tenant has abandoned a property only if it is clear that a tenant is not living there.

(129) If Hunter Community Housing is certain that a property has been abandoned, it will start action to take possession of the property under Section 106 of the [Residential Tenancies Act 2010 \(NSW\)](#).

(130) Hunter Community Housing has the right to seek compensation for loss of rental income and property damage at the NSW Civil and Administrative Tribunal (NCAT).

(131) Where goods have been left in the property, Hunter Community Housing will dispose of them in accordance with the Uncollected goods section of this policy.

Death of a Tenant

(132) If necessary, Hunter Community Housing will take action to ensure that the property is secure once they have been advised of the death of a tenant.

(133) The death of a tenant should be reported to Hunter Community Housing as soon as practicable.

(134) Either Hunter Community Housing or the person responsible for the deceased tenant's estate can give a termination notice to the other party to end the tenancy in accordance with section 108 of the Residential Tenancies Act 2010 (NSW).

(135) If Hunter Community Housing issue the notice of termination, the person responsible for the deceased tenant's estate can give vacant possession of the property at any time before the date specified in the notice of termination.

(136) Where there are other approved occupants residing in the property, a household member may be eligible to apply for a succession of tenancy.

(137) The tenancy account will be finalised in accordance with the Finalising your accounts section of this policy.

(138) Where goods have been left in the property, Hunter Community Housing will dispose of them in accordance with the Uncollected goods section of this policy.

Succession of tenancy

(139) Succession of tenancy is when Hunter Community Housing agree to transfer a tenant's rights to the property to another household member.

(140) Succession of tenancy may occur following:

- a. The death of a tenant;
- b. A tenant permanently leaves the property to:
 - i. live in a residential care facility. E.g.A nursing home;
 - ii. care for sick or frail family members; or

- iii. serve a sentence in a custodial facility (eg: prison) and the sentence is longer than permitted under the Property absences section of this policy.

(141) Additional household members are not automatically eligible to succession of tenancy if the tenant leaves the property.

(142) An application for succession of tenancy must be submitted by the household member.

(143) To be eligible for succession of tenancy, the applicant must satisfy the following:

- a. Be currently residing in the property as an Approved Occupant;
- b. Be prepared to sign a Residential Tenancy Agreement and take on the responsibility of managing the property;

(144) For social housing tenancies, the applicant must also satisfy the following:

- a. Meet the eligibility criteria for social housing in NSW; and
- b. Is not an unsatisfactory or ineligible former tenant.

(145) If the application is declined, any remaining household members will be required to vacate the property.

Additional Occupant/s

(146) A tenant must request approval from Hunter Community Housing if they would like another person/s, that is not listed on the lease, to move into the property. This request must be completed prior to the person/s moving into the property.

(147) Hunter Community Housing will assess applications for additional occupants and will consider:

(148) Relevant policies, guidelines, legislation, and contractual obligations for the property, and

(149) Whether the additional occupant/s will result in the property being over occupied.

(150) If Hunter Community Housing has granted approval for the additional occupant, a Rent Subsidy Application will need to be completed for eligible programs, and the household rent will need to be re-calculated in accordance with the [Hunter Community Housing - Rent Policy](#).

Visitors

(151) A tenant can have a visitor stay at the property for a maximum of 28 days before they are in breach of their Residential Tenancy Agreement.

(152) The tenant is responsible for the actions of their visitor. If the visitor does something that breaches the Residential Tenancy Agreement, the tenancy may be placed at risk.

Unauthorised Occupant/s

(153) An unauthorised occupant is a person living in a property managed by Hunter Community Housing that has not been approved as a permanent member of the household.

(154) If Hunter Community Housing has reasonable grounds to believe that an unauthorised occupant/s is living in a property:

(155) A tenant living in an eligible program may have their rental subsidy cancelled, and the tenant will be charged market rent.

(156) A tenant living in an ineligible programs may be issued a breach notice under their residential tenancy agreement which may result in further action being undertaken via the NSW Civil & Administrative Tribunal (NCAT) as noted in the in the Breaches section of this policy.

Household member vacates the property

(157) A tenant must advise Hunter Community Housing when a household member leaves the property.

(158) Hunter Community Housing must be advised of the changes within 28 days of the household member leaving or any rent reductions that the tenant may be eligible for will not be backdated.

(159) A tenant needs to provide evidence of the household members new address before Hunter Community Housing can remove the occupant from the tenancy records.

(160) Acceptable evidence includes:

- a. Copy of the household members new lease agreement;
- b. Copy of the household members driver's license or photo id card showing the new address;
- c. Recent telephone or utility bill showing the new address; or
- d. Statutory declaration witnessed by a Justice of the Peace (JP)

(161) Once the household member has been removed from the tenancy record, tenants living in an eligible program will need to complete a Rent Subsidy Application, and the household rent will be re-calculated in accordance with the [Community Housing Rent Policy](#) or policy specific to the property program.

Anti-social behaviour

(162) Hunter Community Housing will action anti-social behaviour in accordance with the Residential Tenancies Act 2010 (NSW).

(163) Hunter Community Housing will take all reasonable steps to encourage all parties to discuss together to resolve the allegation/s.

(164) Hunter Community Housing will make appropriate referrals with the consent of both parties.

(165) Hunter Community Housing will make a referral to the NSW Community Justice Centre for social housing tenancies, to assist all parties to mediate a solution.

(166) Where appropriate Hunter Community Housing may issue a breach warning notice highlighting the breaches of the Residential Tenancy Agreement. Clear instances of the breach will be provided to the tenant to allow the opportunity of rectification.

(167) In the instance where anti-social behaviour is ongoing, Hunter Community Housing may make application to the NSW Civil & Administrative Tribunal (NCAT).

(168) Alleged criminal behaviour will be encouraged to be reported to NSW Police. Should Hunter Community Housing have sufficient evidence, Hunter Community Housing will report the alleged criminal behaviour to NSW Police.

Neighbour disputes

(169) Hunter Community Housing will take all reasonable steps to encourage all parties to discuss their dispute when appropriate to do so.

(170) Hunter Community Housing will make reasonable referrals with the tenant's consent, including a referral to the

NSW Community Justice Centre for social housing tenancies for the purpose of mediation.

(171) Where breaches of the tenancy agreement can be proven, a breach notice will be issued in accordance with the Residential Tenancies Act 2010 (NSW).

(172) Ongoing Neighbourhood disputes may require further action via application to the NSW Civil & Administrative Tribunal (NCAT).

Breaches

(173) Hunter Community Housing will investigate Breaches of Residential Tenancies Act 2010 (NSW).

(174) A tenant may be issued with a breach notice. The notice will include details of the alleged breach and the section of the [Residential Tenancies Act 2010 \(NSW\)](#) that the breach relates to.

(175) A time limit will be given for rectification where appropriate.

(176) Failure to remedy a breach of the agreement may result in further action being undertaken via the NSW Civil & Administrative Tribunal (NCAT).

Illegal activity

(177) Illegal activity in a Hunter Community Housing property will be reported to NSW Police.

(178) Hunter Community Housing may issue a 14-day termination notice if the illegal activity is a breach of the Residential Tenancy Agreement.

(179) Hunter Community Housing may choose to undertake further action via the NSW Civil & Administrative Tribunal (NCAT).

(180) Illegal activity may result in a tenancy being terminated as per the Residential Tenancies Act 2010 (NSW).

Pay TV, NBN installation and Satellite Dishes

(181) The installation of Pay TV or NBN, inclusive of satellite dishes and antennas requires structural changes to be made to a building.

(182) In accordance with the Residential Tenancy Agreement, tenants are required to obtain permission from Hunter Community Housing before installing any fixtures or causing any structural changes to their property.

(183) If permission is granted, Hunter Community Housing will not be responsible for any costs associated with the connection or maintenance of any of the equipment installed.

Domestic and Family Violence

(184) Domestic and family violence is any violent, threatening, coercive or controlling behaviour in an intimate or family relationship that causes a person/s to live in fear.

(185) People who are affected by domestic and family violence are considered to be at risk and therefore may be eligible to receive priority housing assistance or other forms of financial assistance from Homes NSW.

(186) Housing Assistance may be available for people who are affected by Domestic and Family Violence. Refer to [Domestic and family violence: housing assistance | Family & Community Services](#).

(187) People who are affected by domestic and family violence will not be responsible for property damages caused a

perpetrator of violence.

Ending a tenancy due to Domestic and Family Violence

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

(189) A minimum notice period is not required.

(190) The termination date of the tenancy can be the same date that the notice is given.

(191) A tenant ending their tenancy due to domestic and family violence must provide one of the following types of evidence:

- a. Certificate of conviction for the domestic violence offence;
- b. Family law injunction;
- c. Provisional, interim or final Domestic Violence Order (DVO); or
- d. Declaration made by a medical practitioner in the prescribed form.

Child Protection and Mandatory Reporting

(192) In situations where Hunter Community Housing determine that children or young people are at risk of, or are experiencing harm, a mandatory report will be made to Homes NSW in accordance with the [Children and Young Persons \(Care and Protection\) Act 1998 \(NSW\)](#).

Ending a Tenancy

(193) A tenant is required to give Hunter Community Housing notice to vacate the property.

(194) The required notice to be provided by the tenant is set out as follows:

Circumstance	Minimum Notice Required
The tenancy is within the fixed term agreement	14 day's 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 a periodic agreement	21 day's 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 day's notice
Sole tenant has passed away	No notice

(195) The tenant must complete an End of Tenancy Form after giving their notice to vacate.

(196) Hunter Community Housing will issue an acknowledgement to vacate letter to the tenant confirming the vacate date and any rent and non-rent owing up until the vacate date.

(197) The acknowledgement to vacate letter will encourage the tenant to make contact to arrange a pre-vacate inspection.

(198) When agreed by the tenant, Hunter Community Housing will complete a pre-vacate inspection to assist the tenant in returning the property in an appropriate condition as per the ingoing property condition report.

- (199) A tenant is responsible for locking the property and returning all keys provided at the beginning of the tenancy.
- (200) A tenant is liable for the replacement costs of any lost keys or un-returned devices.
- (201) Hunter Community Housing must complete an outgoing inspection within 48hrs of the keys being returned.
- (202) 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.
- (203) A tenant will be given an opportunity to rectify any identified cleaning or repairs required or to replace any missing items if the issues were not related to domestic violence.
- (204) 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.
- (205) A tenant is not responsible for fair wear and tear.
- (206) 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.
- (207) A tenant must remove all their belongings including any rubbish from the property.
- (208) 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.
- (209) A finalisation of tenancy letter will be issued within 28 days of the keys being returned unless there are any maintenance works pending completion. Once all works have been finalised, the finalisation of tenancy letter will be issued.
- (210) The finalisation of tenancy letter will advise of outstanding funds and any repairs required at the end of tenancy that has been deemed a tenant's responsibility.
- (211) Where applicable, a bond claim will be made should funds be owing.
- (212) 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.
- (213) Hunter Community Housing may make a claim against a tenant bond if there are monies owed for the tenancy or if there were damages that were not repaired by the tenant.
- (214) Should the outstanding debt once the rental bond has been claimed exceed \$1,000, an application may be made to the NSW Civil & Administrative Tribunal (NCAT) to obtain a Certified Money Order.
- (215) A Certified Money Order may be lodged with the NSW Court for the purpose of recovering the outstanding funds
- (216) An ex-tenant can enter into a payment plan to resolve the debt at any time.

Tenancy Terminated by Hunter Community Housing

- (217) If a tenancy is terminated by Hunter Community Housing, a termination notice will be issued in writing and served correctly inclusive of evidence to support the notice
- (218) 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 of 6 months or less	60 days
End of fixed term agreement of more than 6 months	90 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	90 days

Property Uninhabitable or Destroyed

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

Uncollected Goods

(220) Hunter Community Housing will place a 14-day disposal notice on the Residential Premises should goods remain at the premises once Hunter Community Housing has taken possession or in the event the premises have been abandoned.

(221) A 14-day occupation fee will be invoiced to the tenant.

(222) An inventory of goods will be taken at the outgoing inspection along with photos of the goods.

(223) Goods over the value of \$500 will be handled in accordance with the Residential Tenancies Act 2010 (NSW).

Finalising tenancy accounts

(224) The vacated tenant or the person responsible for the deceased estate will receive written notice of their final accounts once their tenancy has been finalised.

(225) When a tenant living in a property under a funded program has vacated a property, and will no longer be housed by Hunter Community Housing, Hunter Community Housing will:

- Automatically transfer any credit balances towards any debts owed by the tenant.
- Advise the tenant of any transfers of credit balances in writing.
- Refund to the tenant any remaining credit balances, after all debts have been repaid.
- Require the tenant to complete a Tenant Refund Request before the credit can be refunded if they did not complete an End of Tenancy Form when they gave notice to vacate the property.

(226) When a tenant is not residing in a property under a funded program has vacated, and will no longer be housed by Hunter Community Housing, Hunter Community Housing will:

- Not automatically transfer any credit balances to any debt owing.
- Require the tenant to complete a Transfer of Funds Request Form to allow Hunter Community Housing to transfer any credit balances to their former or new tenancy accounts or the tenant will need to complete a Tenant Refund Request for the money to be refunded. If the tenant has completed an End of Tenancy form their account can be finalised using this.

(227) When a tenant under a funded program has vacated a property and is moving into another property managed by Hunter Community Housing, Hunter Community Housing will:

- a. Not automatically transfer any credit balances to any debt owing.
- b. Require the tenant to complete a Transfer of Funds Request Form to allow Hunter Community Housing to transfer any credit balances to their former or new tenancy accounts or the tenant will need to complete a Tenant Refund Request for the money to be refunded. If the tenant has completed an End of Tenancy form their account can be finalised using this.

(228) Debt will not be transferred to new tenancy accounts. Any debt will remain against the vacated tenancy record.

(229) Debt owed will be pursued in line with Hunter Community Housing Arrears Management section of this policy.

(230) Hunter Community Housing will waive debt owed for deceased tenancies after any credit balances have been transferred.

Financial Hardship

(231) Financial hardship is when a tenant has difficulty paying their rent, or other tenancy charges, which places their tenancy at risk.

(232) Hunter Community Housing will assist tenants who are experiencing financial hardship to establish suitable payment arrangements for rent and other tenancy charges.

Section 5 - Appeals and Internal Review

(233) If a tenant disagrees with a decision Hunter Community Housing has made, they should speak to Hunter Community Housing.

(234) If they are still dissatisfied, they can request an internal review accordance with the [Hunter Community Housing Appeals Policy](#).

Section 6 - Consequences of Breaching this Policy

(235) 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

(236) 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 latter applies to the extent of the inconsistency.

Section 8 - Document Review

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

Status and Details

Status	Current
Effective Date	30th April 2025
Review Date	30th April 2028
Approval Authority	Head of Governance
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

"Approved Occupant" - Any person that the tenant has applied for and received approval from Hunter Community Housing to reside in the property.

"Funded Program" - Programs in this category comply with the Homes NSW tenancy policies and may attract funding from government and non-government agencies.

"Eligible Program" - The tenant rent setting for programs in this category is determined based on household income. Programs that fall into this category are Social Housing, Disability Accommodation and Supported Independent Living.

"Ineligible Program" - The tenant rent setting for programs in this category is let at market rent or discounted market rent. Programs that fall into this category are Market Residential or Affordable Housing.