

Ryde Hunters Hill Community Housing Co-operative Ltd

ABN: 72 422 020 761

Tenant Rights and Participation *Policy No. 3*

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Note: This *Information Guide for Tenants* constitutes Policy 3 of RHHCH's *Policy and Procedures Manual*. This edition was approved by the Board of Directors 20 Feb 2007.

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Web: www.housing.org.au

Welcome to RHHCH...

3.1 The RHHCH Office

Staff: The day to day running of RHHCH is managed by our CEO together with our Office Manager, Senior Housing Officer and Housing Officer.

Access: The RHHCH office is located on the ground floor at 38 Church Street in Ryde. This provides easy access for those people in wheelchairs or with mobility problems.

Transport: Our offices are only three minutes walk from Blaxland Road in Top Ryde which is linked to a number of bus services. (Refer to *Sydney Buses: North Western Region Guide* for details).

Two hour parking is available directly opposite our office in the Church Street council car park. Parking is also available in surrounding streets.

Main Office: 38 Church Street, Ryde 2112

Postal Address: PO Box 361, Ryde 1680

Office Open Hours:	Monday	By appointment
	Tuesday	9.30am to 4.30pm
	Wednesday	By appointment
	Thursday	9.30am to 4.30pm
	Friday	By appointment
	Saturday	Closed
	Sunday	Closed
	Public Holidays	Closed

Telephone: (02) 9808 3545

Fax: (02) 9807 2103

Email: inquiries@housing.org.au

Website: www.housing.org.au

3.2 Summary of History

Ryde Hunters Hill Community Housing Co-operative Ltd (RHHCH) is a community-based housing association funded by the NSW State Government through the Office of Community Housing. RHHCH is a generalist organisation, housing single people, couples and families on low to moderate incomes as well as people with special needs. RHHCH is incorporated as a co-operative under the Co-operatives Act 1992 (NSW).

RHHCH began operations in 1984 with a handful of properties. As of November 2006, the total number of properties managed by the organisation totals 163. The majority of these properties are located in the Ryde local government area while a minority are located the Auburn, Baulkham Hills, Hornsby, Parramatta, and Willoughby local governments areas.

We are governed by a voluntary Board of Directors. Together, these directors possess a range of special skills in such areas as business management, accounting and finance, human resources and community services. Directors are elected each year by members at the organisation's Annual General Meeting.

As a tenant, you are invited to become a member of the organisation. Each member is obliged to pay a small membership fee as well as a small annual subscription fee in order to vote at meetings. We hope that you will be able to attend meetings and forums and play an active part in the running of our organisation.

3.3 Mission Statement

Ryde-Hunters Hill Community Housing's *Mission Statement* is defined in the following terms:

Ryde Hunters Hill Community Housing Co-operative Ltd is a community based, non-profit housing provider. As a community housing provider, the organisation's primary objective is to provide secure and affordable accommodation to people on low incomes or with special needs.

In striving to fulfil this primary objective, the organisation will aim to achieve the highest standards associated with service quality, corporate governance and financial sustainability as defined by the NSW Community Housing Performance Based Registration System.

The organisation will also aim to ensure that all management and housing practices comply with the principles set out in the organisation's Code of Conduct and the Privacy Code of Conduct for Community Housing Organisations.

A commitment to social justice guides the organisation's decision making processes.

Things you need to know before moving in...

3.4 Types of Properties

Leasehold properties

Leasehold properties are properties RHHCH leases from real estate agents or directly from a private owners. We then lease these properties to our tenants. As with any private tenancy agreement, such an agreement can be terminated. This most commonly happens when the owner decides to re-possess the property before selling it. In the event of this happening, RHHCH will try to re-house you so long as you are still eligible for community housing and your rent is up to date. Note that you can still remain on the Department of Housing's waiting list for permanent housing. Remember that if you are interested in remaining on the Department's waiting list, you should ensure that your application with the Department is always up-to-date and active.

While a tenant with RHHCH, you are unlikely to have any contact with the owner or agent apart from periodic property inspections. If the real estate agent or owner contacts you directly, please refer them immediately to us. .

Capital Properties

A capital property is a property that RHHCH both manages and is fully responsible for in terms of repairs and maintenance, council rates etc. Tenants living in capital properties are considered to have permanent housing. As a result of this, the Department of Housing will remove you from its waiting list.

Surplus Government Leasehold Properties (SGLP)

SGLP properties are properties RHHCH leases from a government authority such as the Roads and Traffic Authority (RTA). RHHCH currently leases a small number of such properties.

Department of Housing 'Short Term Lease' Properties

Properties classified as 'short term lease' properties are properties leased from the Department of Housing for a short period (usually six months). Because of the short term nature of the lease signed with the Department, tenants residing in these properties do not enjoy the same degree of security as those tenants residing in capital or leasehold properties. If the Department decides to re-possess one of these properties, usually with the aim of re-developing the property, RHHCH cannot necessarily ensure that the tenant effected will be automatically re-housed by our organisation. Tenants who accept offers to live in 'short term lease' properties are required to sign a memorandum of understanding which clearly defines the distinctive nature of the housing involved.

3.5 Repairs and Maintenance

For all repairs and maintenance issues, please contact the RHHCH office first. For emergency repairs, please refer to the section 'Out-of-Hours Emergency Repairs' below.

3.6 Out-of-Hours Emergency Repairs

If you have an emergency repair (e.g. a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundry) and you are unable to contact our office (e.g. on weekends or public holidays) you can resort to calling one of the out-of-hours emergency numbers listed in your lease. Always keep your lease in a secure place in case such an emergency occurs.

3.7 Service Connections

Before moving into a property, remember to have the *electricity, gas and phone* connected in your name. If the account you are wanting to establish is being set up for the first time in your name, the service provider may require some form of verification from the RHHCH office. Contact our office if this is the case. Note that you are responsible for all connection and usage charges. If you are on a pension, check with the service provider to see if you are eligible for a rebate.

Water usage

If your property has a separate water meter, then you are also responsible for the regular payment of *water usage charges*. Normally, real estate agents and owners send all water bills to the RHHCH office. If however, you mistakenly receive a water bill, please send it immediately to the RHHCH office. We will then send you a *direct debit note* corresponding to the amount of water used. A copy of the water bill will be attached to the direct debit note for your records. Payment for water usage can be made at any Westpac Bank using your tenant's deposit book. It is recommended that you record the water meter reading just before you move into a new property.

Electrical fuses

Once you have been issued with the keys to your new property, find out where the fuse box is located. In a house, the fuse box is often mounted on the side of the house. In units, the fuse box can often be found in one of the kitchen cupboards. Make sure all the switches are turned on, including the hot water. In newer apartments, the electrical supply to the stove is also controlled by a separate on/off switch usually mounted on the wall near the stove. Note that in modern fuse boxes, switches can be 'tripped' automatically when circuits become overloaded. If you have any problems with hot water or power during your tenancy, always check the switches or fuses before reporting the problem to the RHHCH office.

3.8 Files and Confidentiality

All information about your tenancy is kept in our office either in your tenant file or computer record. Information collected includes your application, lease, condition reports, rent reviews and all correspondence between you and the office. This information is mainly used by your housing worker and other RHHCH workers when the need arises. We emphasise that staff are committed to respecting your privacy. No information contained in your file, including your name, address or telephone number will be divulged to anyone outside the office, except when there is a need to:

- Confirm your name, address and lease start date with essential services (electricity, gas, phone)
- Provide your phone number to contractors in order for repairs to be undertaken with your consent
- Discuss tenancy issues with a support worker if appropriate, so long as prior consent has been given
- Release information where this is required by law e.g. on written request from government authorities such as Centrelink and the Australian Tax Office
- Deal with exceptional circumstances where property and life is in jeopardy.

In some instances, you may want us to supply personal details to agents not listed above. Please contact our office prior to the need for releasing such information. Our preferred option is for you to supply our office with prior written authority.

Audits and evaluations

From time to time, a sample of tenant files may be inspected by external auditors or evaluators. This is done in order to ensure that proper records are being kept and that we are operating in accordance with guidelines corresponding to best practice. The audit and evaluation teams are required to keep all of your information confidential and use it exclusively for auditing and evaluative purposes. If you do not want your file to be examined during such occasions, please inform the RHHCH office in writing.

Access to files

All current tenants have the right to look at the information contained in their files. If you need to examine your file or require copies of information contained in your file, please ring the manager for an appointment.

3.9 Rent – Calculations and Assistance

Market rent

The market rent of your property is the rent recorded on the first page of your residential tenancy agreement. It is the amount that RHHCH pays the real estate agent or owner (leasehold properties) or the cost of renting comparable properties in the local area (capital properties). The market rent is the maximum rent that you can be asked to pay. In most cases, however, RHHCH tenants will be entitled to pay rebated rents. Note that market rents do change from time to time. If your market rent does change, you will be notified of the change in writing, usually when receiving your rent review documents.

Rebated rent

The rebated rent is the rent you are required to pay RHHCH every fortnight. It is based on your *household's assessable income* and is calculated in keeping with the *NSW Community Housing Rent Policy*. A household's rebated rent is normally based upon the following calculations:

Income	Rate
Head tenant and live in partner	25% of gross (before tax) income
Other household members (21 years and over)	25% of gross (before tax) income
Other household members (18 to 21 years)	15% of gross (before tax) income
Other household members (under 18 years)	Nil
Family Tax Benefit – Part A and Part B	11%
Assets	Over \$5,000 at the rate set by Centrelink

Note that gross income is income from all sources and includes wages, pensions and benefits, rent assistance, interest and child maintenance received.

Following a rent subsidy review which is conducted every six months, you will receive a 'Summary of Income – for Rent Assessment Purposes' computer printout. This printout will disclose the exact calculations made in determining your new rebated rent. You will be asked to sign a statement acknowledging both the accuracy and the start date of the new rebated rent.

Rent assistance

RHHCH tenants receiving Centrelink benefits are eligible for rent assistance. Centrelink bases your rent assistance on your rebated rent *not* the market rent of the property you are living in. In order to receive rent assistance, you will need to ask staff at Centrelink for an application for rent assistance form. You will need to bring this application to the RHHCH office and get the housing worker to fill out and sign a section of this form before returning it to the Centrelink office. Note that if market rent rather than your rebated rent is cited on the application form, Centrelink may deduct overpayments from your benefits.

3.10 Your Bond

All RHHCH tenant's are required to pay a bond. The bond is equivalent to four week's rebated rent. We lodge your bond with the Department of Fair Trading who will issue you with a certificate for the amount deposited. The bond, plus any interest earned, will be refunded to you when you vacate the property so long as there is no rent owing and the property is left in the same condition as when you got it, allowing for normal wear.

3.11 Property Condition Report

The condition report records the condition of the property just before you move into it. It is important that you take the time to record the details of any items, damaged or otherwise, that may be missing in the report and that it is returned to the RHHCH office within the first seven days of your tenancy. Written notes can be attached to the form if necessary. Like your lease, the condition report is an important document and it will be referred to at the end of the tenancy. It is

therefore important that you keep your copy in a safe place. If you need any help in filling out the report, contact your housing worker.

3.12 Pets

The keeping of dogs and cats is not permitted in any of our units nor is it permitted in most of our houses. An offer of housing is based on the assumption that you do not have any pets. Only if you have been given written permission will pets be tolerated. Note that the keeping of dogs and cats without the written permission of the property owner may result in your tenancy being jeopardised. If you believe your house may be suitable for a pet, please discuss the matter with your housing worker.

Things you need to know while you are a RHHCH tenant...

3.13 Knowing Your Rights and Responsibilities

The rights and responsibilities of tenants and landlords are defined in law (the Residential Tenancies Act 1989) and summarised in the Renting Guide. This booklet was given to you at sign-up. It is important to read the Renting Guide at the start of your tenancy and to keep it handy in case you need to refer to it in the future. The Renting Guide is available in at least eighteen different languages. If English is not your first language, please ask your housing worker if you can obtain a copy in your first language.

3.14 Repairs and Maintenance

Requesting repairs

Requests for repairs need to be lodged with your housing worker. When requesting repairs over the phone, make sure you have all the necessary information. The better the information, the more likely it is that the repairs will be done effectively and efficiently. For example, depending on the problem, supply the housing worker with the following details:

Stove:	Make, model, gas or electric.
Water heater:	Make, model, gas or electric.
Energy supply:	Gas or electric supply still on.
	If electric, check to see if the fuses are OK or if the switches in the main switch-board are still on.
Broken glass:	Identify if door or window, exact location in dwelling, cause of breakage, kind of frame (timber or aluminium), fixed or sliding.
Other:	Provide precise details of fault or problem.

In addition, you will also need to inform the housing worker about the following:

Your contact details:	Phone or mobile number(s).
If you don't have a phone:	Provide exact details of days and times you will definitely be at home.
Passing contact details onto the tradesperson:	Indicate if you are happy about the tradesperson receiving your contact details.

In return, the housing worker will supply you with (1) a work order number and (2) a timeframe.

Please inform the office when your request for repairs has been attended to. We can then remove the relevant work order from our unfinished work orders folder. If the repairs are not carried out satisfactorily, please let your housing worker know as soon as possible. Your feedback of repairs, good or bad, is valuable.

Emergency repairs

Emergencies do have a tendency of occurring 'after hours' i.e. at night, on weekends, on public holidays. If something does happen which is extremely dangerous or is so serious that it cannot wait until the office re-opens, you will need to arrange an emergency repair. Make sure you consult your lease for the contact name and number of the relevant tradesperson. If you are living in a leasehold property, check to see if the real estate agent managing the property has registered a repairs and maintenance contact number in your lease. If so, always ring this number first before contacting an agency such as Energy Australia.

Note that if the repair is the responsibility of the owner, please ensure that the invoice or receipt is passed onto the RHHCH office as soon as possible.

3.15 Alterations

It is important to abide by the conditions of your lease with respect to property alterations. As a tenant, you are required to sustain the condition of the property throughout the tenancy unless the landlord makes changes or you have been given written permission to undertake certain alterations. Note that consent must be provided before alterations are made even if you are going to pay for them. These include changing floor coverings, painting inside or out, changing or removing fittings, installing security locks or grills, attaching fly screens, removing trees or shrubs or planting gardens. Landscaping your garden may be tempting, but trees planted inappropriately can be very expensive to remove. If there are any alterations you would like to make, please write to us and we will respond in writing after contacting the owner or agent. Making modifications without permission can put your tenancy in jeopardy. It can also cost you a lot of money in having the property restored to its original condition.

3.16 Keys

Keys are valued the most when misplaced, lost or stolen. They are, however, your responsibility. To ensure that you can gain access to your home at all times,

it is advisable to leave a copy of your keys with a trusted friend or neighbour. If you live in a security block where the entrance key cannot be copied, contact our office for advice about acquiring a copy. RHHCH may have a spare set of your keys in the office, but we cannot guarantee that we do. If you are locked out, you can ring the office to see if we do have a spare set of keys. If we do, you can borrow them for up to one hour in order to have a duplicate set cut. Spare keys are neither cut and/or delivered to you by office staff. If you happen to be locked out and there are no spare keys available, you will have to pay for the services of a locksmith. Please refrain from breaking through doors or windows. The cost of repairing the damage caused by such exercises is often much higher than the cost of one call-out by a locksmith.

3.17 Smoke Detectors

From 1 May 2006, all NSW residents must have at least one working smoke detector installed on each level of their home. This includes owner occupied, rental properties, relocatable homes or any other residential building where people sleep.

Smoke alarms are already compulsory for all new buildings and, in some instances, when buildings are being renovated.

Smoke alarms are life-saving devices that provide benefits for occupants. They detect smoke well before any sleeping occupant would and provide **critical seconds** to implement actions to **save life and property**. Smoke alarms are designed to detect fire smoke and emit a loud and distinctive sound to alert occupants of potential danger.

In accordance with the new legislation in NSW, all **capital properties** managed by RHHCH have been fitted with hard-wired smoke detectors.

Note that in most cases **landlords** are responsible for supplying the smoke alarm(s) and for their installation. They will also be required to install a new battery for each smoke alarm at the commencement of each new tenancy. **Tenants** are responsible for the replacement of batteries in battery powered smoke alarms, not in hard wired smoke alarms. Refer to the factsheet *Smoke Alarms and Residential Premises* for exemptions. This factsheet can be downloaded from the following website <www.fire.nsw.gov.au>.

If you are living in an unprotected **leasehold property**, please report this fact to the office. Once reported, staff will take action to ensure that the real estate agent or property owner installs a smoke detector or detectors promptly.

Problems with detectors

Noisy detectors can be extremely irritating. If you are installing a battery-operated model, avoid placing it near the cooking area or the bathroom. If the alarm is triggered when cooking or showering, try switching on exhaust fans, opening windows and closing doors where appropriate. Creating a draught of air with a towel directly beneath the alarm may also help when there is no fire.

Batteries

Old batteries need to be replaced with new ones periodically. If the detector emits a regular beep rather than a constant pitch, then it usually means that a new battery is required. Note that hard-wired detectors also have back-up batteries that need replacing from time to time. When replacing batteries, always ensure that the voltage of the new batteries is the same as the old ones.

Detector maintenance

A dust build-up can cause an alarm to malfunction. This can be prevented by gently vacuuming the outer casing of the alarm periodically. It is also important that you test the alarm regularly. Most detectors have a test button which can be depressed with a broom handle in order to see if it is working properly. If you have any concerns about the state of a smoke detectors in your home, please call the RHHCH office.

Warning

Never damage or disable a smoke detector by removing its batteries. Such acts endanger both your life and the lives of everybody else in the household. If your smoke detector is malfunctioning, please call the office so that we can arrange to have the problem rectified.

3.18 Rental Payments, Rental Assessments and Household Income

Methods of paying rent

Your regular fortnightly rental payment can be made in a number of ways. These are:

- **Deposit book** - The RHHCH office can issue you with a deposit book which has your tenant deposit number imprinted on each deposit slip. These customised deposit slips can be used for rental payments at any branch of the Westpac Bank.
- **Direct debit** - Tenants can arrange to pay their rent by direct debit from their bank account. If this option is preferred, please visit the RHHCH office so that you can obtain the relevant bank account details for inclusion on your direct debit form. Before proceeding with this option, check your bank's charges for providing this service.
- **Centrepay** - If you are receiving Centrelink payments, you may be able to pay your rent via the Centrepay system. Centrepay is a voluntary system that enables rent to be deducted from your Centrelink benefits each fortnight. Tenants are not charged by Centrelink for this service. If you are interested in using Centrepay, you can collect the relevant application form and information from the RHHCH office.

Rent reviews

Every six months, RHHCH staff re-evaluate the rebated rental payments of all tenants. At the appropriate time, you will receive a letter outlining the rent review procedure. You will also receive a rent assessment form that you will be required

to fill out, sign and return to the office. On this rent assessment form you will need to declare information relating to (1) all household members and (2) all sources of household income. Supporting income documents will also need to be attached to the form before returning it to the office. Once we have received your completed rent assessment form and supporting income documents, we will recalculate your rebated rent and notify you of the result. It is important that you respond to each rent review promptly so that you can continue to receive a rebated rent. Failure to comply with the rent review requirements may result in you being charged market rent.

Changes to income

If there is any significant income change relating to any member of the household, you are required to notify us within fourteen days of the change. You will also need to supply relevant documents such as a letter from an employer or a Centrelink 'Income Statement for Housing Authorities' form. Examples of income changes include: starting a new job, leaving an existing job, changing from full-time to part-time employment or *vice versa*, obtaining a promotion or a pay rise, changing jobs, starting or ceasing to receive maintenance payments for a child or having a new income earner join the household. If you delay informing the office of any changes to income, you may be required to pay a substantial amount of back dated rent. To avoid such an outcome, please inform the office of any changes to income promptly.

3.19 Rent Arrears

By signing your lease, you have agreed to pay your rent two weeks in advance at all times. It is important that your rent remains in advance. If your rental payments fall behind, then a number of consequences can follow:

- RHHCH will not be able to re-house you if you are a leasehold tenant and the owner terminates the lease, or
- You will not be able to get a transfer to another RHHCH property if you need one and
- You could be evicted from your unit or house if you fall too far behind to catch up and the Tenancy Tribunal issues an order to end your tenancy agreement.

Note that there may be occasions when you are unable to keep your rent two weeks in advance. If you can foresee this happening, please ring the office before the rent is due and let the housing worker know exactly when it will be paid.

Arrears procedure

If you do get behind with your rent, the office will normally follow the arrears procedure below:

Arrears circumstances	Procedure
A few days:	You will normally be sent a 'Notice to Rectify' or standard reminder to catch up.
More than 14 days:	You are most likely to be issued with a 'Termination Notice'. If you pay the arrears before the date stated on the notice

	and then pay two weeks in advance, no further action will be taken. If you are unable to do this, it is very important that you contact the office and investigate if it is possible to enter a repayment agreement to pay off your arrears.
Unable to pay the arrears:	If you cannot pay your arrears or fail to comply with the repayment agreement, RHHCH may apply to the Tenancy Tribunal to end your tenancy. If a hearing before the Tribunal is arranged, it is important that you attend the hearing to present your case. If this is your first Tribunal hearing, you may be able to negotiate a Specific Performance Agreement (SPO) permitting you to pay off your arrears over a certain period rather than losing your housing.
Failure to comply with the SPO:	Failure to comply with a SPO will most likely result in RHHCH seeking an order from the Tribunal to end your tenancy.

RHHCH's main aim is to keep your tenancy intact, so if you do have trouble keeping your rent in advance please contact your housing worker so that a plan can be developed to prevent a crisis from occurring.

3.20 Household Occupants

When you signed your tenancy agreement you declared the following (1) the number and (2) the name of people who could live in your dwelling. RHHCH recognises that the membership of households can change. For example, relationships can form and dissolve, babies may be born and children may either join or leave the household over time. Please ensure that you keep the office informed of any household changes since approval will be required for new members and these changes will usually affect your rent.

New live-in partners

If you would like your partner to move in, please contact the office to see if this can be approved. If it can, then your partner will be classified as an 'extra household occupant' and you will need to supply the office with your partner's income details and pay the new rent. Note that you will continue to be the leaseholder. This means that you remain responsible for all rental payments. It also means that you will keep your accommodation if you and your live-in partner no longer want to live together.

Additional occupants

When allocating housing, our office considers a range of factors including appropriate housing type and location for eligible applicants. As a result, it is unlikely that RHHCH will permit additional adults moving into the household. Note that you cannot sublet, take in boarders or set-up a share house in a RHHCH property. If you would like another family to move in, you will need to discuss the matter with us.

Visitors

Visitors are allowed to stay at RHHCH properties, however you need to be aware of a number of constraints:

Local residents	Permitted to stay for any three (3) days in each seven (7) day period.
Overseas visitors on holidays or people re-settling:	Permitted to stay for up to twenty eight (28) consecutive days.

Note that visitors who are known to frequently reside at your premises will be charged rent according to income received or minimum rent. If you are planning to have visitors staying with you, please inform the office in advance.

3.21. Unattended Premises

If you are planning to be away for three to four weeks, please let the office know. In case there is an emergency while you are away, we will need to have access to a set of your house keys. These can either be left at the office or left with a friend who we can easily contact if necessary. You will also need to ensure that the rent is paid while you are away. Before your departure date, please let the office know what arrangements you have made with respect to rental payments. During your absence, it is also advisable to have someone check on your property and collect the mail from time to time. Note that if you need to be away for over three months, you will have to vacate the premises. In such circumstances, you will need to be up-to-date with both your rental and non-rental accounts.

3.22 Neighbourly Relations

Sustaining good relations with your neighbours has many advantages. In particular, it makes life more pleasant for all concerned and helps to improve your security. When signing up, you agree to act in a socially responsible way at all times in and around your premises. This means giving consideration to your neighbours, especially when listening to music, entertaining, coming home late at night etc. If a problem does arise between you and your neighbour, it is always best to try and resolve it with them as soon as possible. If this approach fails, please contact the office. Depending on the issue, we may be able to:

- Contact the neighbour
- Call a tenant meeting, or
- Advise you to contact your local Community Justice Centre for mediation.

3.23 Harassment

As a tenant, you should not have to put up with harassment of any kind. If you are being harassed by neighbours because of your ethnicity, religious affiliation, disability or sexual orientation, please contact the office for assistance.

3.24 Tenant Participation

There are a variety of ways that you can have a say in RHHCH. These include:

- Coming along to Annual General Meetings and other General Meetings where you can vote on any resolution or cast a vote during elections. Notices about all meetings will be sent to you.
- Attending tenant forums, consultations and other gatherings where you can put forward your views as well as meet other tenants.
- Contributing to our regular newsletter. We welcome your contributions such as news, articles, letters etc. We also welcome help from those who would like to lend a hand with the production of the newsletter. Please contact the office if you are able to offer assistance.
- Contacting the manager or housing worker with comments or suggestions on issues of concern or interest.

3.25 Complaints and Appeals

The questioning of decisions and the formal process of making a complaint are a legitimate part of our association. This includes querying staff and Board of Directors decisions as well as making a complaint about the actions of other tenants, your housing worker or directors. All tenants should be aware of our disputes procedure and feel safe about accessing it if they need to. Note that tenants can access both internal and external appeals procedures in relation to a complaint.

Disputes between tenants

If you have a problem with another tenant, you should:

1. Keep a diary or an accurate record of the relevant events.
2. Try and sort the matter out with the tenant concerned.
3. If this fails, contact your housing worker who will meet with you and the other tenant separately before proposing a solution to the problem depending on the issues involved.
4. If the dispute remains unresolved, then the matter can be taken to either the local Community Justice Centre or the Tenancy Tribunal for resolution.

Disputes with management

If you are unhappy with a service or decision of management you should:

1. Try and sort the matter out with the member of staff responsible
2. If this fails, then you can fill out a standard complaint/appeal form available from the office. Staff can advise you on how to get help to fill out the form. The complaint will be dealt with by the manager. You will be notified that the form has been received within seven days and receive a written decision within four weeks.

3.26 Internal and External Appeals

If you are dissatisfied with the outcome of a dispute resolution process, consideration can be given to lodging an appeal. The first step involves lodging a formal appeal with RHHCH's Disputes and Appeals Committee. If you still feel aggrieved with the outcome of this internal appeals process, then an application can be lodged with the external Housing Appeals Committee.

Internal Appeals

An internal appeal can be lodged with the RHHCH's Disputes & Appeals Committee. The Committee will acknowledge receipt of the formal appeal within fourteen (14) days and will supply a written response to the tenant within twenty eight (28) days.

External Appeals

In addition to the internal appeals procedure, tenants and clients also have access to an independent review system if they are dissatisfied with the outcome of an appeal to their housing provider.

This system is the Community Housing External Appeals System (CHEAS). Associated with the CHEAS is the Housing Appeals Committee (HAC) which is the external body that hears appeals for all social housing clients.

An information sheet about the CHEAS and HAC can be obtained from the RHHCH office or from the Housing Appeals Committee's website at <www.hac.nsw.gov.au/pubs/>. If you require additional information about the CHEAS, you can call the freetoll number 1800 629 794. Alternatively, you can call the RHHCH office and speak to a member of staff.

Note that complaints about policy issues need to be put in writing and addressed to the Board of Directors with policy alternatives preferably attached. A response to a complaint about policy will be received within eight weeks.

With respect to all disputes and appeals procedures, the following should be noted:

- If you need support but do not have anyone to help you, please contact us. Our office will be able to refer you to an appropriate advocate or agency.
- The person whose action you originally complained about or who made the original decision will be told the details of the complaints or appeal.
- All decisions will be made in accordance with existing RHHCH policies.

It should also be emphasised that the making of complaints should never be the cause of future discriminatory treatment. On the contrary, we take the view that fair and equitable procedures relating to complaints and dispute resolution form an integral part of supplying adequate housing services to tenants. Informing us about your problem may well help us improve our service.

Things you need to know when moving on...

3.27 Re-housing, Transfers and Mutual Exchanges

Forced re-housing

If you are living in a leasehold property, there may be times when you will be forced to move. This may happen when the owner ends the agreement or if your dwelling is no longer inhabitable for other reasons such as fire or major storm damage. RHHCH will do its best to rehouse you in a similar property. Under these kinds of conditions, we can also help with relocation expenses. Note that to be rehoused, you must, except in exceptional circumstances:

- Be up to date with your rent and other payments
- Have no Tribunal orders or serious complaints or charges against you
- Still be on the Department of Housing waiting list

Not be the cause of the owner ending the agreement such as causing a nuisance to neighbours or causing property damage

Under-occupancy

Under-occupancy is defined as living in a dwelling with one or more unoccupied bedrooms. The number of household members can change over time, especially with children moving on, and this may result in one or more bedrooms being empty. If your dwelling is assessed as under-occupied and you are still eligible for housing assistance, you may be required to re-locate to another dwelling which better suits your household's changed needs. Note that a transfer resulting from under-occupancy will be subject to RHHCH's transfer agenda.

Requests for a transfer

Requests for a transfer may be granted if it complies with a number of stringent transfer criteria. These include:

- Extreme ill health requiring relocation close to medical services
- Inability to negotiate stairs due to a serious accident, degenerative illness or advanced aging
- Serious overcrowding e.g. more than one adult or couple per bedroom; more than two children, same sex, per bedroom; more than two children over ten, not the same sex, per bedroom.
- Domestic violence or stalking
- Change of schools for children under special circumstances

In order to apply for a transfer, you will need to fill out a Transfer Request Form. When submitting your request form, remember to attach any relevant documentation e.g. medical, legal etc. which supports your application.

Note that in order to apply for a transfer you will need to meet the following conditions:

- you must have lived in your present dwelling for at least 12 months
- all the people to be included in the transfer must have lived with you (and being declared to RHHCH) for at least 12 months, new born babies excluded
- be up to date with your rent and other payments
- have no Tribunal orders or serious complaints or charges against you
- if in a leasehold property, still be on the Department of Housing's waiting list

Inclusion on the transfer list

If you are included on the transfer list, you will need to:

- Wait for a suitable property to be available. This can take some time, especially if you or other household members have special needs such as level access, a specific location or a larger dwelling with three or four bedrooms
- Pay all of your relocation expenses

Note that if your request for a transfer is not successful, you can formally ask for the decision to be reviewed by the Disputes and Appeals Committee. If your

request for a transfer is successful, then your application will take priority over other applicants when new allocations are made.

Requesting a transfer to a permanent property

If you have been a RHHCH tenant in a leasehold property for at least five years, you can apply for a transfer to a capital property. If you would like to go on the waiting list for one of our capital properties, please contact the office.

Applying for a mutual exchange

If you are unsuccessful in being accepted onto our transfer list, you can still ask for a swap with a tenant from RHHCH or another housing association. If you would like to investigate this possibility, please contact your housing worker for details and fill out a House Swap Form. Details of properties listed on the mutual exchange list are normally published in our Newsletter.

3.28 Vacating Premises and Bond Refunds

If you decide to leave RHHCH, we would like to refund your bond in full if possible. If the dwelling you are vacating is staying with RHHCH, we would like to offer it to someone from our applicants' lists as soon as possible. In order for these goals to be achieved, you can help us by doing the following:

- Giving us as much written notice as possible of your departure date
- Thoroughly cleaning the property so that it is as clean as it was when you first moved in. This includes cleaning windows, walls, skirting boards, shower recesses, the insides of cupboards, cleaning stove exhaust filters, grillers and ovens and removing stains on flooring and carpets. A full list of items that need to be cleaned is attached to your tenancy agreement.
- Removing all rubbish, both inside and outside the premises. Contact the local Council for details on removing unwanted pieces of furniture etc.
- Repairing or replacing anything you have damaged
- Arranging a final inspection with your housing worker
- Returning the keys without delay
- Supplying us with your new address in case we need to contact you e.g. refunds, re-addressing your mail.

Undertaking the final property inspection will determine the status of your bond. Any costs borne by RHHCH connected with cleaning or repairing the property after it has been vacated, fair wear and tear excepted, will normally be deducted from your bond. Refer to the section 'Ending a tenancy' in *The Renting Guide* published by the Department of Fair Trading for details on claiming your bond back.

3.29 Succession

In the advent of a lease-holder dying or being permanently hospitalised, another member of the household can apply to take over the tenancy. When applying, the applicant will need to:

- Supply written evidence of death or permanent hospitalisation
- Submit their application to succeed in writing
- Be active on the Department of Housing's waiting list

- Be a declared member of the household and had their income included in the household's rent assessment for at least six months.

Note that if the property concerned is assessed as underoccupied, then the successful applicant may be offered another property which is better suited to their altered circumstances. Generally a period of grace lasting for no more than six months will be extended before the above policy is implemented.

3.30 Feedback

If you are leaving RHHCH, your feedback may well help us improve our existing housing services. Please inform the office as to why you are leaving. We welcome any constructive comments or suggestions you would like to pass onto us.

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Useful Contacts & Numbers

Electricity (Energy Australia)

General inquiries	13 1535	
Emergency service	13 1388	
Repairs & maintenance	13 2604	

Gas (AGL)

General inquiries	13 1245	
Gas leaks	13 1909	

Telephone (Telstra)

Sales & General inquiries	12 2200	
Faults	13 2203	

Water (Sydney Water)

Customer inquiries	13 2092	
Emergency service	13 2090	

Ryde City Council

General inquiries	(02) 9952 8222	8.00am to 5.30pm
Garbage & recycling services	(02) 9952 8222	
Internet	www.ryde.nsw.gov.au	

Hunter's Hill Council

General inquiries	(02) 9879 9400	8.00am to 5.00pm
Garbage service	(02) 9452 4053	Watts Waste
Internet	www.huntershill.nsw.gov.au	

Parramatta City Council

General inquiries	(02) 9806 5000	M to F: 8.30am to 4.30pm Sat: 9.30am to 12.30pm
Garbage & recycling service	(02) 9677 0024	Council's contractor
Internet	www.parracity.nsw.gov.au	

Baulkham Hills Shire Council

General inquiries	(02) 9843 0555	8.00am to 4.30pm
Garbage & recycling services	1300 134 897	
Internet	www.baulkhamhills.nsw.gov.au	

Tenancy Advice & Advocacy Service

Northern Sydney	(02) 9884 9605	Includes Hunter's Hill & Ryde
Western Sydney	(02) 9891 6377	Includes Baulkham Hills & Parramatta
Aged Tenants Service	(02) 9281 9804	