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Ryde Hunters Hill Community Housing Co-operative Ltd ♦ ABN 72 422 020 761 ♦ 38 Church Street Ryde NSW 2112 ♦ PO Box 361 Ryde NSW 1680

# Information Guide for Tenants

June 2009

# Ryde Hunters Hill Community Housing Co-operative Ltd

ABN: 72 422 020 761

## ***Policy No. 3*** **Tenant Rights and Participation**

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This *Information Guide for Tenants* constitutes Policy No. 3 of RHHCH's *Policies and Procedures Manual*. Following amendments it was endorsed by the Board of Directors on 16<sup>th</sup> June 2009.

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### **3.1 Welcome to RHHCH...**

#### **3.1.1 The RHHCH Office**

**Staff:** The day to day running of RHHCH is managed by our CEO, Office Manager, Senior Housing Manager, Housing Manager, Assets Manager and Finance 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	9.30am to 4.30pm
Thursday	9.30am to 4.30pm
Friday	By appointment
Saturday	Closed
Sunday	Closed
Public Holidays	Closed

**Telephone:** (02) 9808 3545 and (02) 9808 3522

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**Website:** [www.housing.org.au](http://www.housing.org.au)

### **3.1.2 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 Community Housing Division. RHHCH is a generalist community housing provider, accommodating 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 May 2009, the co-operative managed a total of 183 properties. The majority of these properties are located in the Ryde local government area while a minority is located the Auburn, Baulkham Hills, Hornsby, Hunters Hill, Parramatta, Warringah and Willoughby local government areas.

Since September 2008, we have been governed by a voluntary Board of Directors consisting of seven non-tenant and one tenant director. Together, these directors possess a range of qualifications and expertise in such areas as business management, accounting and finance, property development, human resources, local government and community services. Members of the co-operative elect all eight Directors of the Board at the organisation's Annual General Meeting which is usually held in October.

As a tenant, you are invited to become a member of the co-operative. 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.

### **3.1.3 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 and any other requirements identified by the NSW Office of the Registrar of Community Housing.

The organisation will also aim to ensure that all management and housing practices comply with the standards set out in the organisation's Code of Conduct as well as the NSW Federation of Housing Associations' Code of Practice Housing Associations.

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

### **3.1.4 Tenant Consultation and Participation**

RHHCH has historically placed an emphasis on tenant consultation and participation.

Tenant participation and consultation within the co-operative is exercised in numerous ways. These include:

- Tenant involvement on the Board of Directors
- Involvement in decision-making via Special Meetings and the Annual General Meeting (the election of Directors and influencing policies and procedures)
- Provision and exchange of information (tenant surveys, newsletters and the co-operative's website)
- Skill development (tenant courses and workshops)
- Tenant competitions (annual Going Green Competition and the Gardening Awards Program)
- Active volunteering within the co-operative
- Involvement in social activities (social club).

Directors and staff welcome and encourage tenant participation. Tenants are invited to contact staff about how they can be involved in the forums and activities outlined above.

### ***3.2 Things you need to know before moving in...***

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#### **3.2.1 Types of Properties**

Currently RHHCH manages three main kinds of dwellings. These are capital properties, leasehold properties and 'short term lease' properties.

##### *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 Housing NSW will remove you from its waiting list.

##### *Leasehold properties*

Leasehold properties are properties RHHCH leases from real estate agents or directly from 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 Housing NSW'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 the staff of RHHCH.

##### *Housing NSW 'Short Term Lease' properties*

Properties classified as 'short term lease' properties are properties leased from the Housing NSW for a short period (usually six months). Because of the short term nature of the lease signed with Housing NSW, tenants residing in these properties do not enjoy the same degree of security as those tenants residing in capital or leasehold properties. If Housing NSW decides to re-possess one of these properties, usually with the aim of re-developing the property, RHHCH cannot necessarily ensure that the tenant affected 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.

#### **3.2.2 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.*

**Note:** *staff monitor the performance of our contractors, including plumbers, electricians and general maintenance contractors. While our monitoring program aims to reduce deficiencies with respect to responsiveness to work orders and work quality, there may be occasions when a work order has not being attended to within the specified timeframe. Knowing the priority attached to a work order i.e emergency (1 day), urgent (5 days) and routine (28 days) will help a tenant to monitor a contractor's responsiveness. This can be obtained from staff when making a request for maintenance. If the priority attached to a particular work order or the quality of work is deficient, please ring the office and report it to a housing manager. We will then follow the matter up immediately. Staff also welcome calls informing them of work orders completed satisfactorily.*

### **3.2.3 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.

### **3.2.4 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 any problems with hot water or power during your tenancy, always check the switches or fuses before reporting the problem to the RHHCH office.

### **3.2.5 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 manager 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 office for an appointment.

### **3.2.6 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.*

#### *Tenant's contribution*

The tenant's contribution is the amount you are required to pay RHHCH toward the market rent of your property. 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 contribution is normally based upon the following calculations:

<b>Income</b>	<b>Rate</b>
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	15%
Commonwealth Rent Assistance	100%
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.

A rental subsidy review is conducted every six months, at which time you will be asked to complete an '*Application for Rental Subsidy*'. The '*Application for Rental Subsidy*' must be returned to RHHCH by the due date with the following 'supporting' documents:-

- Tenants and other household members in receipt of a Centrelink benefit must provide a current Centrelink Income Statement and
- Tenants and other household members who receive a wage must provide an *Employers Declaration* and/or detailed pay slips detailing gross wages received for the last 13 week period, **minimum**, and
- Tenants and other household members who are self employed must provide accountants figures and/or the last financial year's tax return.

Once staff have processed your *Application for Rental Subsidy* you will receive a letter detailing the changes to your contribution and a '*Summary of Income – for Rent Assessment Purposes*' computer printout. This printout will disclose the exact calculations made in determining your new rebated tenant contribution. You will be asked to sign a statement acknowledging both the accuracy and the start date of the new rebated tenant contribution.

#### *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 to provide you with a *Rent Certificate*. Staff can provide a *Rent Certificate* by phone at any time and over the counter on Tuesdays to Thursdays. The completed *Rent Certificate* must be signed and taken to Centrelink by the tenant. Centrelink will periodically request a completed *Rent Certificate*, this can be obtained as above. Note that if market rent rather than your rebated rent is cited on the application form, Centrelink may deduct overpayments from your benefits.

### **3.2.7 Your Bond**

All RHHCH tenant's are required to pay a bond. The bond is equivalent to four week's rebated tenant contribution. 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 commenced your tenancy, allowing for normal wear.

### **3.2.8 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.

### **3.2.9 Pets**

In accordance By-Law 16.1 of the Residential Tenancies Act, the keeping of pets is not permitted without written approval of the Landlord. In keeping with strata laws tenants who occupy units, villas or townhouses are NOT permitted to have a pet. (Dogs, Cats, or other animals, Birds or Fish included).

Generally, leases specify whether or not a tenant is permitted to have pets in houses, tenants must comply with the decision of the landlord with regard to this. Breaches of any term of a Residential Tenancy Agreement (Lease), including the clauses related to the keeping of pets, will result in a Termination Notice being issued.

In compliance with the Residential Tenancy Agreement tenants of RHHCH are NOT permitted to have pets in any of RHHCH's capital properties. Exceptions will be considered for seeing-eye guide dogs or companion animals for people with a documented disability or serious illness. The need for a companion animal must be supported by Doctors letters.

Permission for keeping a pet will be granted at the discretion of RHHCH. The qualifications above do not represent an entitlement.

### **3.3 Things you need to know while you are a RHHCH tenant ...**

#### **3.3.1 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 manager if you can obtain a copy in your first language.*

#### **3.3.2 Repairs and Maintenance**

##### *Requesting repairs*

Requests for repairs need to be lodged with your housing manager. 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 manager 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 manager 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 manager 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, (see following list of allowable 'Emergency' situations) you will need to arrange an emergency repair. Make sure you consult your lease or your list of 'Emergency Contacts' 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.

Emergencies are:

- A burst water service
- A blocked or broken toilet
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious fire or storm damage
- A breakdown of the water, gas or electricity supply to the premises
- A failure or breakdown of any essential service such as a hot water service or stove/oven
- Any fault or damage that causes the premises to be unsafe or not secure.

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.

### **3.3.3 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.

### **3.3.4 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.

### **3.3.5 Smoke Detectors**

From 1<sup>st</sup> 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, re-locatable 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](http://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.

### **3.3.6 Tenant Contribution Payments, Income Assessments and Household Income**

#### *Methods of paying rent*

Your regular fortnightly tenant contribution 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 tenant contribution payments at any branch of the Westpac Bank.
- **Direct debit** - Tenants can arrange to pay their tenant contribution 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 tenant contribution via the Centrepay system. Centrepay is a voluntary system that enables tenant contribution 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.

#### *Tenant contribution reviews*

Every six months, RHHCH staff re-evaluate the rebated contribution payments of all tenants. At the appropriate time, you will receive a letter outlining the tenant contribution review procedure. You will also receive an income assessment form that you will be required to fill out, sign and return to the office. On this 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 income assessment form and

supporting income documents, we will recalculate your rebated tenant contribution and notify you of the result. It is important that you respond to each income review promptly so that you can continue to receive a rebate against market rent. Failure to comply with the income review requirements may result in your subsidy being cancelled and full market rent being charged.

### *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'. 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.

### **3.3.7 Tenant Contribution Arrears**

By signing your lease, you have agreed to pay your tenant contribution two weeks in advance at all times. It is important that your contribution remains in advance. If your contribution 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 tenant contribution two weeks in advance. If you can foresee this happening, please ring the office before the payment is due and let the housing worker know exactly when it will be paid.

### *Arrears procedure*

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

<b>Arrears circumstances</b>	<b>Procedure</b>
A few days:	You will normally be sent a 'Notice to Remedy' 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 tenant contribution in advance please contact your housing worker so that a plan can be developed to prevent a crisis from occurring.

### **3.3.8 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.

### **3.3.9 Unattended Premises**

RHHCH provides accommodation to people who are considered to have high needs. We maintain a long waiting list of people who are homeless or at risk of homelessness so as a result we expect people who are allocated housing to live in the premises.

RHHCH understands that occasionally tenants need to be absent from the premises for a variety of reasons including:-

- To care for sick or frail relatives
- To escape domestic violence, threats of violence or serious harassment
- For a holiday
- For hospitalization
- For short term institutionalization
- Limited term Nursing Home Respite Care

Tenants must inform RHHCH if they plan to be away from the property for any period exceeding one (1) week. Any tenant who plans to be away for a period exceeding six (6) weeks must apply to RHHCH for approval to leave the premises empty. Approval will be granted if the following conditions apply:

- Tenant contribution must be up to date and arrangements have been made to pay the full tenant contribution owing during the period of absence.
- All non rent debts are paid in full, including bond, and arrangements have been made to pay any water usage charge arising during the period of absence.
- The tenant has made arrangements for the property to be cared for during the period of absence including lawn mowing and garden care, mail pick up etc. Any damage occurring to the property during the tenant's absence will be the responsibility of the tenant.
- The tenant must provide details of departure and return dates, destination, reason for absence, and contact details of the person who will be responsible for the property during the proposed absence. The person responsible must be over 18 years of age, can be a family member, friend or solicitor.
- The property must be maintained to the standard expected of the tenant and as specified in the Residential Tenancy Agreement (Lease).

Tenants can apply for absences not exceeding 13 weeks (3 months). Tenants who wish to be absent from the property for a period exceeding three (3) months (in any twelve month period) are not considered to be in high need of Community Housing and will be asked to offer vacant possession of the premises prior to departure. In such cases, in compliance with the Residential Tenancies Act, tenants are required to give a minimum of three (3) weeks notice in writing.

If a Tenant has been found to have left the property unattended without approval, or has exceeded the approved period of absence, RHHCH will attempt to locate the tenant to clarify the situation and may either:-

- Charge the market rent for the property from the date that the approval expires or from the date the tenant departs,
- Take action to terminate the tenancy. This action can be sought even if the rent and non rent accounts are up to date in accordance with Residential Tenancies Act (Abandoned Dwellings)

Tenants who vacate properties can re-apply to be housed by RHHCH but must understand that they will be placed on our waiting list with the same terms and conditions applied to other applicants.

Tenants are encouraged to call the office of RHHCH to discuss travel plans well in advance of departure so that the appropriate arrangements for care of the property can be made.

### **3.3.10 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.

### **3.3.11 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.

### **3.3.12 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.

### **3.3.13 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.

### **3.3.14 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 process if they are dissatisfied with the outcome of an appeal to their housing provider.

This process is adjudicated by the Housing Appeals Committee (HAC) which is the external body that can hear appeals from all social housing clients.

An information sheet about HAC can be obtained from the RHHCH office or from the HAC's website at [www.hac.nsw.gov.au/pubs/](http://www.hac.nsw.gov.au/pubs/). If you require additional information about HAC, 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.

### ***3.4 Things you need to know when moving on...***

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#### **3.4.1 Allocation of Housing and Transfers**

##### *Dwelling guidelines*

The following guidelines apply to new tenancies. They also apply to all standard and forced transfers of housing.

*RHHCH allocates housing on the basis of need.* Clients and their families will be allocated properties by bedroom size as follows:

<b>Household Size</b>	<b>Allocated Bedroom Number</b>
Single Person	Bedsitter – 1
Couple	Bedsitter – 1
1 – 2 adults with 1-2 children	2 - 3
1 – 2 Adults with 3-4 children	3 - 4
1 – 2 Adults with 5 or more children	4 - 5
Two or more single adults	One bedroom per adult
Extended families	1 bedroom per single adult or couple and 1 - 2 children per bedroom

Clients and their families will not automatically be allocated the higher number of bedrooms in the range. RHHCH considers a suitable offer to be an offer within bedroom range listed above.

##### *Additional bedrooms*

An additional bedroom may be allocated to tenants who:

- (1) require room to house medical equipment
- (2) require a family member or carer to stay when support is needed in the event of hospitalisation or chronic illness.

With respect to (1) medical certification is required prior to the allocation being considered. With respect to (2) the income of designated carers will be included for rent assessment purposes.

Additional bedrooms will be granted at the discretion of RHHCH. The qualifications above do not represent an entitlement.

##### *Accommodating children*

Children of the same sex can share a bedroom. Male and female children may share a bedroom until one of them reaches the age of ten. If this will happen within the next 18 months then the client may be offered a larger property to avoid having to move later. This, however, will be at the discretion of RHHCH and does not represent entitlement.

##### *Dwelling type*

Accommodation in keeping with Housing NSW standards will be offered to clients. Clients must advise RHHCH if they have special needs. Certification will

be required to demonstrate the need for additional or special features. (e.g. yard for a guide or hearing dog, wheelchair access, disability modifications, mobility impairments.)

The following are *not considered standard features* with respect to RHHCH housing standards and refusal of an offer for the following reasons is not acceptable under the co-operative's guidelines:

- Second bathroom
- Study
- Family and/or rumpus room
- Enclosed garage/s.

Refusal of an offer for the following reasons is also unacceptable:

- Dwelling type: townhouse, unit or house
- Construction type: brick, timber or other material
- Colour of dwelling either internal and external
- Floor coverings: carpet, tile or timber unless medical certification is supplied.

RHHCH does not provide accommodation that includes swimming pools or external spas. (Some dwellings may have internal spa baths. This is not, however, a standard nor an entitlement when replacing accommodation.)

### **3.4.2 Offers of Housing Assistance involving New Tenancies**

#### *Offers*

RHHCH will make two offers of housing accommodation to an applicant. If the first offer is rejected on reasonable grounds, a second offer will be made to the applicant when a suitable vacancy becomes available.

#### *Rejection of an offer*

An applicant who rejects an offer of housing will need to submit a letter to the Allocations Committee outlining the reasons for the rejection. This letter will need to be submitted within 24 hours of the offer being made.

If medical reasons form part of the applicant's reasons for rejecting an offer, then medical certification will need to be attached to the letter. Any other relevant certification supporting the applicant's rejection of an offer should also be attached to their letter.

#### *Assessment*

The applicant can expect a response to their letter from the Allocations Committee within 48 hours of the letter being lodged with the RHHCH office.

#### *Appeals process*

An applicant can lodge an appeal against the Allocations Committee's assessment. Such an appeal will be dealt with in accordance with RHHCH's appeals policy.

### **3.4.3 Offers of Housing Assistance involving Transfers**

#### *Standard transfers*

Transfers of accommodation are expensive and very time consuming exercises. It is RHHCH's policy that accommodation offered will be approximately equal to, but definitely not exceeding, Housing NSW standards. Transfers of accommodation will only be considered in the most extreme circumstances.

#### *Requests for a transfer*

**In order to apply for a transfer, a tenant will need to fill out a Transfer Request Form. When submitting the Transfer Request Form, a tenant should remember to attach any relevant documentation e.g. medical certificates or legal documents etc. which supports the application.**

#### *Tenancy requirements*

A tenant applying for a transfer will need to satisfy the following requirements:

- Have lived in the current dwelling for at least 12 months
- All the people to be included in the transfer must have lived with the tenant (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 residing in a leasehold property, still be on the Housing NSW's waiting list
- Have caused no damage to the current property
- Still meet the RHHCH eligibility criteria.

#### *Acceptable transfer criteria*

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 over-crowding 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.

#### *Unacceptable transfer criteria*

Requests for a transfer may not be granted if the grounds for requesting a transfer include:

- Change of schools by the children
- Dissatisfaction with neighbourhood
- A desire for extra living space
- Requests for several bathrooms or more study/dining room space
- Request for a larger backyard
- Request for a garage.

### *Inclusion on the transfer list*

If a tenant is included on the RHHCH's transfer list, their application for re-housing will take priority over other applicants when allocating vacant properties or taking on new properties.

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.

### *Exclusion from the transfer list*

A tenant who is not accepted for a transfer has the right to ask for a review of their situation by the RHHCH's Allocations Committee. Such a review will be dealt with in accordance with RHHCH's appeals policy.

### *Forced transfers*

A forced transfer occurs when RHHCH:

- Is served a Notice to Vacate a leasehold property
- Is required to provide vacant possession of a capital property due to the property being renovated or relinquished or sold
- Deems a property to be unsuitable or sub-standard
- Deems a property to be unsuitable for reasons of under-occupancy or over-occupancy.

A *termination notice* will be issued to the client giving the date by which the property must be returned to RHHCH. Extensions to the date of termination will be issued at RHHCH's discretion.

### *Interview*

In the event of a forced transfer, the tenant will be interviewed by RHHCH staff. This interview will endeavour to find out where the tenant would like to move to, and what requirements apply to the tenant's household. In addition, RHHCH will:

- Make every effort to meet reasonable requests so that the tenant's household finds the move attractive
- Keep the tenant informed of proceedings, including changes to the proposed re-location plan
- Re-locate the tenant to a dwelling that meets their reasonable housing needs.

At the end of the interview, the tenant will need to sign a Transfer Agreement Form. By signing this form, the tenant:

- Understands and agrees with RHHCH's transfer policy and agrees to provide RHHCH with their direct contact numbers (home, work and/or mobile) so that they can be contacted by staff at short notice
- Agrees to return staff phone calls within 24 hours
- Agrees to co-operate with staff in relation to inspection arrangements made on their behalf.

#### *Finding an alternative property*

RHHCH staff will be responsible for finding and securing an alternative property. RHHCH staff may extend an invitation to a tenant to assist with the search for alternative accommodation. However, such an invitation will only be extended at the discretion of the Allocations Committee. RHHCH staff will be under no obligation to inspect properties recommended by a tenant who has not been given an invitation by the Allocations Committee to search for a replacement property.

#### *Dwelling type and location*

As with new tenancies, offers of re-housing will be approximately equal to, but definitely not exceeding, Housing NSW standards. While RHHCH will endeavour to find housing in keeping with the tenant's stated requirements and location preferences, RHHCH cannot guarantee that these stated requirements and location preferences will be met. Factors beyond RHHCH's control that influence housing offers include the level of medium rents and the availability of suitable properties at the time.

#### *Relocation costs*

With respect to forced transfers, RHHCH will re-imburse the removalist costs up to \$300. For re-imburement to be obtained, the original receipt from the removalist company must be lodged with the RHHCH office. Re-imburement for removalist costs in excess of \$300 will be paid to the tenant at RHHCH's discretion.

#### *Response to the first offer*

Once the tenant is shown a property that suits their household size, they must either accept or reject the offer within 24 hours.

If the initial offer is rejected, the tenant must state the reasons for the rejection in writing. If the reasons for rejecting the property are accepted, then one more offer of housing will be made to the tenant.

#### *Response to the second offer*

If the tenant rejects the second offer of accommodation then RHHCH may no longer be able to assist the tenant. Should this occur, the tenant will be expected to offer vacant possession of the property they occupy in accordance with the termination notice.

### **3.4.4 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:

- In accordance with the Residential Tenancies Act, all tenants are required to give their landlord three (3) weeks notice in writing.

- 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.
- Please remember to have all mail redirected to your new address. This can be done at any Post Office.

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.

### **3.4.5 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 Housing NSW'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 under-occupied, 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.

### **3.4.6 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.

### **3.4.7 Useful Information**

Refer to RHHCH's website for additional information on services for parents, carers and families, local community and support services, schools, libraries, local councils and government agencies: [www.housing.org.au](http://www.housing.org.au).