

Scope

This policy outlines how tenancies managed by Pacific Link Housing Limited (PLH) are established. For affordable housing tenancies, please refer to the Affordable Housing Policy.

Purpose

The policy is intended to ensure that tenancies are commenced in a way that:

- Creates a positive and sustainable relationship with our tenant.
- Makes sure that tenants are told about and understand their legal rights and responsibilities as a tenant and makes them aware of our policies.
- Makes sure that we meet our legal and policy requirements when we create a tenancy.

Signing the Tenancy Agreement

When a person signs a Residential Tenancy Agreement with us, we aim to provide material in plain English and an easy to understand format. We will explain the tenancy agreement to the person before they sign it and will use an interpreter if needed. We will confirm their identity and give them a copy of their tenancy agreement and property condition reports. All necessary lease documentation will be counter-signed by the PLH Housing Manager.

We provide all new tenants with other information on the commencement of their tenancy that includes:

- Any special conditions
- Information on the rental bond
- NSW Fair Trading New Tenant Checklist
- Water Charges Factsheet
- Obligations for property care, including smoke detectors
- Tenant information booklet
- PLH tenant programs
- PLH Customer Service & Expectations Charter and tenancy policies
- How to use the PLH Smartphone app *My Home & Community*
- How to make Complaints & Appeals

We will collect information from tenants including income, household details for calculation of rent, authority to deduct rent payments from Centrelink benefits and emergency contact details.

Only after all necessary documents are completed and rent and bond payments have been made, will keys to the property be handed over.

Particular care will be taken with the following groups:

- Vulnerable clients

For those with a reading disability, the terms of the lease may be read out in full. Any person who has an intellectual or learning disability or is unable to understand what the lease implies, must be encouraged to bring a family member, a carer or support worker with them and who

have been given the authority to sign the lease on the tenant's behalf and who will be able to understand the terms of the lease.

- Young people

We will allow young people who are 16-18 years old to have a tenancy in their own name, without needing a guarantor or adding any special conditions, if we believe that they will be able to maintain the tenancy on their own and they have an adult present with them. A person under 18 years of age must have a support worker or advocate present at the signing of the lease to ensure their informed consent in signing this legal agreement.

Sign up will not proceed

A sign up will not proceed in the following circumstances:

- There is doubt that the person attending the sign-up appointment is actually the client who has been offered the tenancy.
- The client appears to be intoxicated or under the influence of drugs.
- The client is behaving aggressively and causing a risk to others.
- It becomes apparent that the client does not understand what is going on (whether due to language difficulties or incapacity).
- It becomes apparent that the client does not have the necessary living skills to maintain a tenancy and there is no support plan to address the issue.
- The client states that they no longer want to accept the offer of housing and/or the type and length of lease offered.
- It becomes apparent during the sign-up appointment that the property will not adequately meet the client's known housing and locational needs.
- The client does not have all required documents for sign up (such as identification, or proof of income).
- Both participants of a joint tenancy are not present.

Rent

Where the tenancy agreement refers to 'rent', it is the market rent for the property. Tenants who pay a subsidised rent, will have the assessment and the review process explained to them. Refer to our Rent policy for more information about rent.

Rent will start on the first day of the tenancy agreement. In addition to the bond, two weeks rent in advance is required to be paid at the time of signing the tenancy agreement. If a tenant cannot pay 2 weeks rent in advance, the Manager, Housing & Maintenance Services will decide whether to start a tenancy. Tenants can pay their rent either weekly or fortnightly as long as rent is paid on time. We will not ask a tenant to pay more than 2 weeks rent in advance.

Length of lease offered

When we sign a tenancy agreement with a tenant, the length of the initial lease will usually be six months. At the expiry of the initial term, the tenancy may carry on as a continuation of the tenancy agreement. The agreement will also include a clause which allows the tenancy to continue at the end of the six months as long as the tenancy isn't legally ended by either the tenant or us.

For some supported transitional housing programs, we will sign a fixed term agreement with the tenant and review the tenancy regularly during the fixed term. The fixed terms are for a maximum of twelve months and tenancy agreements may be re-signed every six weeks throughout the tenancy.

Supported housing

For some housing programs, it is a condition of the tenancy that the tenant continues to receive support and to engage with their support provider. Where this is the case, we will explain any support requirements to the tenant and their support workers before the tenancy starts and the tenant will be required to sign a Supported Tenant Agreement.

Security of Tenure

FACS policy requires that social housing is provided as continuous tenure, subject to the tenant complying with the requirements of their residential tenancy agreement. PLH has a commitment to offer security of tenure to all tenants within specific funding conditions, stock type and eligibility.

No tenant will be evicted without just cause in relation to the specific conditions of the tenancy agreement. Every effort will be made to assist tenants to maintain their tenancy.

Condition Reports

On taking possession of the property, tenants will be given a copy of the property condition report. The tenant will be asked to note any damage, incomplete items or items needing repair on the report and return it to PLH within 7 days of commencement of tenancy. Upon return of the completed, signed report the PLH Housing Manager will counter-sign the condition report and provide a copy to the tenant for their records.

Joint Tenancies

Applicants or tenant households can apply to have more than one signatory on the residential tenancy agreement. In assessing the application for joint tenancies, PLH will confirm that all applicants meet the eligibility criteria and have a live application for social housing at the time of sign up.. Any signatory to the lease must have their income assessed for rent purposes and have joint responsibility to pay the subsidised rent as determined by the rent assessment procedure.

Joint responsibility will also be taken for the payment of utilities. Any party to the lease will be responsible for any damage to the property and for payment of such repairs.

Should one of the signatories to the lease vacate the property and leave debts are owing to PLH, the remaining tenant/s are responsible for the debt. The remaining tenant/s must inform PLH that the former tenant has left the property so a new lease can be prepared for the remaining tenant/s.

During a tenancy, a sole signatory to the lease may apply to PLH to have another party be added as a signatory on the lease and become a joint tenant. This new tenant will share the same responsibilities according to tenancy legislation and PLH company policy.

PLH does not make any guarantee that a tenant choosing to leave the property, will be rehoused with the organisation. Any person vacating a PLH property will need to complete a Change of Circumstances form and update their application on the NSW Housing Register.

Shared Housing

Where unrelated adults are sharing common facilities such as bathrooms, kitchens and laundries, a tenancy agreement will be signed with each person (or couple) which gives them the right to their bedroom and the right to use common facilities.

PLH manages supported tenancies in shared living arrangements in conjunction with support partner agencies under the terms of a Support Partner Service Level Agreement to ensure delivery of appropriate support services to assist tenants in sustaining their tenancy. PLH and

the support agency co-ordinate policies on use and care of shared facilities, privacy, security and safety (including fire safety).

Any charges from the support provider are negotiated separately by the provider in accordance with a fair and transparent policy and collected directly from the client.

Generally, support providers are not accommodated at the property, although a room may be available for occasional overnight support.

Charges for utilities

Refer to our Rent, Bond and Tenant Charges policy.

Ending a tenancy

Refer to our End of Tenancy policy.

Craig Brennan

Craig Brennan, CEO December 2018