

Scope

This Policy applies to all social, transitional, supported and affordable tenancies in properties managed or owned by Pacific Link Housing Limited (PLH), except as noted.

Purpose

This Policy explains the obligations of tenants for property care and reporting damage under the Residential Tenancies Act 2010 (RTA). The Policy outlines the way that PLH seeks to ensure its responsibilities as a landlord under the RTA are met in providing tenants with properties that are clean, safe and functional and the circumstances where PLH recharges costs to tenants.

Bonds

New tenants are required to pay a bond at the commencement of tenancy on or prior to signing their Residential Tenancy Agreement. PLH conducts a property condition inspection and provides the tenant with a copy of the inspection report. PLH lodges the bond amount with Rental Bond Board through NSW Fair Trading in accordance with the RTA.

The amount of bond payable is generally the greater of the equivalent of four weeks subsidised rent or \$600. For affordable housing tenancies, the bond is calculated as four weeks rent at the affordable rent rate.

NSW Department of Communities and Justice (DCJ) Rent Policy requires that payment of a bond should not place an unreasonable affordability burden on social housing tenants. Should a social housing tenant have difficulty in paying the full bond, PLH may agree a payment plan as follows:

- at least half of the bond must be paid on signing the lease
- remainder of bond paid by instalments of no less than \$50 per fortnight, for up to a period of six (6) months via a direct debit arrangement eg through Centrepay.

Social housing tenants may apply for a Rentstart Bond Loan through DCJ Housing for 100% of the rental bond.

At the end of a tenancy, PLH will conduct a property condition inspection and determine any expenses that are to be deducted from the bond, communicate these to the tenant and will process the bond refund application to the Rental Bond Board in a timely manner.

If there is disagreement about how a rental bond should be dispersed at the end of the tenancy, PLH will work with a tenant to resolve any disputes. If a dispute cannot be resolved, then either PLH or the tenant can make an application to the NSW Civil & Administrative Tribunal (NCAT) for an order.

If a social housing tenant transfers from one PLH property to another, and if there are no outstanding debts for the tenancy, PLH will administer the transfer of the rental bond to the new tenancy.

Responsibilities under Residential Tenancies Act

Under the RTA, landlords and tenants have responsibilities in relation to the property and how tenant charges are managed.

PLH is responsible to:

- abide by the terms and conditions of the Residential Tenancy Agreement and ensure that the property is safe, clean and functional.
- conduct an inspection and complete a Property Condition Report when the tenant moves in and again on vacating the property.

- undertake a water meter reading at start and end of tenancy which will be included in the Property Condition Reports.
- conduct periodic inspections throughout the tenancy and record information, including photographs, showing the type of damage to the property and how the damage may have occurred.
- ensure cost recovery through tenant recharges are dealt with transparently and efficiently.
- provide tenants with reasonable written notice when PLH considers the tenant is responsible for tenant repair or service costs..
- consider whether any property damage has arisen from criminal activity such as break and enter, vandalism or domestic violence.

Tenants are responsible for:

- abiding by the terms and conditions of the Residential Tenancy Agreement.
- taking good care of the property, keeping it reasonably clean and not cause or allow damage to the property, either intentionally or through lack of care or attention. This includes by other household members or visitors.
- properly disposing of rubbish and not letting household belongings or other items on the property become unsightly or damage the property.
- reporting damage to the property to PLH as soon as possible.
- paying any costs for identified rechargeable repairs and entering into payment plans (if needed) to meet this obligation. PLH may apply to NCAT for recovery of costs if a payment plan is not agreed.
- complying with NCAT orders to pay the cost of repairs or cleaning.
- reporting to the NSW Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or domestic violence and provide PLH with an event number.
- not adding or removing fixtures or doing any renovations or alterations to the property without prior written consent from PLH (unless permitted under the RTA).
- arranging for rectification of any approved alterations requested by the tenant by a contractor that has been approved by PLH.
- ensuring the property condition is as it was in at the start of the tenancy, after allowing for fair wear and tear; and
- returning all keys to PLH before close of business on date property is vacated.

As outlined in our Access to a Property Policy, PLH will conduct a minimum of one property inspection every 12 months, property assessment surveys and wellbeing visits to identify any property damage and provide early intervention and support to ensure tenants adequately maintain their homes throughout the tenancy. Where damage to a property or unauthorised alterations have occurred or services are required for the property, PLH will undertake repairs to ensure that a property remains at a clean, safe and functional standard. After PLH has undertaken a repair or service, an assessment will be made about who is responsible for the costs. Date-stamped photographs will be taken of any repairs identified as rechargeable to tenants.

Tenants will not be held responsible for:

- fair wear and tear
- damage caused if they are a victim of domestic violence
- damage caused by other illegal activity such as break and enter
- damage caused by emergency services entering a property because of concerns for the health and well-being of the customer.

If damage is caused by domestic violence or other illegal activity, the tenant will not be charged if they are the victim of the offence and can:

- provide either:
 - a certificate of conviction of a domestic violence offence or
 - a Domestic Violence Order (need not be final) or
 - a *Family Law Act 1975* injunction per section 68B or 114 of that Act or
 - a declaration by competent person in the required form, that you or your dependent child are a victim of domestic violence. (The form is in Schedule 3 of the Regulations as well as on NSW Fair Trading's website)
- report the damage within 14 days of the damage occurring
- provide evidence that they have reported the matter to the police.

Tenant Charges for Property Damage

Damage to the property that is the tenant's responsibility includes:

- damage that is intentional and constitutes vandalism
- damage from unauthorised alterations
- failure to prevent damage (neglect)
- failure to prevent damage by pets, a household member or visitor
- failure to keep the premises in a reasonably clean condition, or
- failure to restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear.

The following types of damage or services may be rechargeable to a tenant include:

- broken windows
- holes in cabinetry, doors and walls
- burns or other damage to carpets that cannot be considered fair wear and tear
- broken and damaged clotheslines and hoists
- broken locks or where keys or access passes have not been returned at the end of a tenancy
- damaged/missing doors and security screens
- damage to toilets and basins
- sewer chokes caused by items flushed down the toilet, such as sanitary pads, hair, wipes, nappies or other objects, or
- unauthorised or unsatisfactory alterations made to a property.

Other Tenant Charges

Below is a summary of other costs, not related to property damage, that PLH recharges to tenants:

Replacement of Keys

If a tenant locks themselves out or loses their keys or access passes and PLH organises a locksmith, the tenant will be recharged for the costs of gaining access, replacement of the lock(s) and providing new keys or access passes. If the keys have been stolen, customers must provide a police event number. PLH will then give consideration as to whether all or partial costs will be waived.

Police, Emergency Services Entry

In instances where the police or emergency services are required to gain access to a property, the tenant may be invoiced for the cost of any associated damage.

End of Tenancy Cleaning or Make-Good

Tenants will be required to pay any costs necessary to make good damage to a property, for end of tenancy cleaning, for removal of any items left behind (including furniture, appliances, personal effects, rubbish or vehicles) and for replacement of locks and keys or access passes that are not returned. Date-stamped photographs will be taken to substantiate any costs identified as rechargeable.

Contractor Callout Fees

If a tenant confirms an appointment with a PLH contractor and is not available at the confirmed time, the tenant will be charged the cost of the contractor callout fee. A minimum notice of 24 hours is required from tenants for cancellation of planned works and no cancellation is accepted for urgent works.

Pest Control

In all PLH properties, tenants are responsible for the eradication of pests, including but not limited to rats, cockroaches, bedbugs and fleas if the infestation occurs more than 3 months after the tenant has moved in. In situations where tenants do not take reasonable precautions to deal with a pest infestation and, as a consequence, any neighbouring properties become infested due to the tenant's neglect, PLH may recharge the tenant who neglected their responsibilities for the costs of pest control.

Removalists

PLH may be responsible for removalist costs only that are associated internal management transfers. This will be assessed on a case-by-case basis. Tenants will be expected to pack their own belongings and ensure that their property is ready for the move. Removalists costs associated with tenant-initiated transfers will be charged to the tenant. This includes box delivery, removal costs and any other associated charges.

Bank fees

PLH may charge tenants bank fees that have been incurred on dishonoured payments.

Water usage

Water usage charges are explained in PLH's separate Water Charges Policy.

Lawn & Ground Maintenance

Tenants are responsible for maintaining their lawn and grounds (excluding any common areas) if included in their Residential Tenancy Agreement. If the grounds become overgrown and PLH contractors are required to clear the grounds, then the costs will be recharged to the tenant. Lawns and grounds are generally the tenant's responsibility if you have your own garden and are not part of a common area.

Light bulb replacement

It is the tenant's responsibility under the Residential Tenancy Agreement to replace light bulbs. In cases where the tenant is unable to do this PLH may assist the tenant by arranging for a contractor to complete this work and the costs will be recharged to the tenant.

Mould

PLH will assess the root cause of mould and if the cause is identified as property care or a lack of ventilation caused by the household occupants, PLH will recharge any costs associated with mould remediation.

Asbestos

Where there is evidence that a customer has damaged their property, PLH will pursue rechargeable repairs in relation to the costs involved in replacing any structure containing

asbestos-cement, for example replacing a wall, but not the costs associated with safely removing the asbestos-cement product.

Determining Responsibility for Property Damage Costs

To determine who is responsible for the cost of repairing damage to the property PLH will:

- take into account the type of damage and any information concerning liability the tenant gives to PLH when reporting the damage.
- inspect the premises and document the damage where appropriate.
- discuss the items of damage with the tenant and record information the tenant or a third party gives PLH about the possible cause of the damage.
- take into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property.
- take into account damage due to fair wear and tear, which PLH are responsible to repair.
- take into account damage due to an emergency situation where there was good cause to believe that the tenant's or household member's health and wellbeing was at risk.
- consider whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the tenant is required to provide evidence.
- consider whether the damage is a result of criminal activity such as domestic violence, break and enter or vandalism. In circumstances of criminal activity the tenant is requested to provide evidence within fourteen (14) days that the tenant has reported the matter to the NSW Police, such as a Police statement or Police Event Number.

Where PLH determines that the damage is a result of intentional damage, mistreatment or neglect, the tenant will be responsible for the cost of repair work and PLH will seek to recoup the cost of repairing the damage from the tenant. In certain circumstances, for example where the damage is a result of criminal activity or acts of nature, PLH may seek to claim costs through insurance. In the case where a tenant damages, makes alterations or modifications to a property that are identified as being dangerous or unsafe, or otherwise are not allowable because of PLH's other property obligations such as strata bylaws, immediate remedial works will be undertaken by PLH and the tenant will be responsible for the cost of the works. In making these decisions, PLH will always act reasonably and in accordance with the RTA. PLH aims to provide initial written notice to the tenant of the repair service being provided within a reasonable timeframe.

Undertaking Repairs

Tenants are responsible for arranging for any damage to be repaired or to agree to pay for the work to be carried out by PLH. PLH will advise the tenant in writing or at a property inspection of any works required to return the property to standard. Any repairs carried out to a property must meet the Australian Property Standards in accordance with the RTA and be carried out by a licenced professional. If the repairs do not meet these standards, PLH will seek to recoup the associated costs of rectifying these repairs.

PLH will ensure that the tenant is informed when it is identified that repairs are a result of tenant damage. In the first instance, the tenant will be given the opportunity to arrange for the damage to be repaired or, upon advice from the tenant, PLH will recharge the cost of carrying out and completing work. The debt associated with the work will be added to the tenant's non-rent account under repairs and maintenance.

In the case where a tenant damages, makes alterations or modifications to a property that are identified as being dangerous or unsafe, immediate remedial works will be undertaken. This work will be undertaken without providing the opportunity for the tenant to undertake

rectification works themselves. Any costs associated with the rectification works will be recharged to the tenant.

Pursuing Tenant Recharge Debt

The costs associated with tenant charges will be added to the tenant’s non-rent account. Outstanding tenant charges will be pursued in accordance with PLH’s Arrears Policy.

Repeat or Serious Incidents of Tenant-responsible Damage

Where PLH has sufficient evidence of repeat or serious incidents of property damage that is the responsibility of the tenant (including where property damage has occurred via a tenants visitors or guests), PLH will immediately take action that will include applying to the NCAT to obtain a specific performance order. In some circumstances, PLH may take action to end the tenancy.

Complaints and Appeals

If a tenant is not satisfied with a service provided by PLH or does not agree with a decision it has made in relation to tenant charges, they should first discuss their concerns with their Housing Officer. If they are still not satisfied they can ask for a formal review. Refer Complaints and Appeals Policy.

Related Documents

- Residential Tenancies Act 2010
- Access to a Property Policy
- Water Charges Policy
- Arrears Policy

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