



Tenancy Manual  
Full Version

2019

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## OUR VALUES AND PURPOSE

Focus Housing is a local, non-profit, non-government incorporation. For over 25 years our organisation has assisted adults with disability to have a 'home' in the Canberra community from which their individual lifestyles are built.

Focus Housing is committed to providing person-centred, high quality, housing and tenancy management services to people with disabilities. We aim to maximise opportunities of people with disability to live independently and to be part of their community.

The person-centred approach means that the individual is able to choose the type, level and extent of the support they choose from Focus Housing. Property and management services are independent from supports a client may choose from one or multiple disability support providers. We will work with tenants and their support providers to:

- establish and maintain their home in the community.
- find a place to live, choose how they want to live.
- operate effectively within funding set by people's individual packages.

### Focus' core values are:

- People are valued as individuals.
- Everyone is treated with respect.
- People are helped to achieve their goals.
- Support is flexible and sustainable.
- Focus is accountable and ethical.

### Focus believes that people:

- are capable of achieving a fulfilling lifestyle
- should live in conditions that are safe and secure
- should be encouraged to develop meaningful relationships
- should be encouraged to participate in the community
- should have opportunities to explore their independence

## TENANCY MANAGEMENT CODE OF PRACTICE

Focus' code of practice is relevant to all areas of its operation, including property management. Under this code, staff will ensure their practice is:

- ethical
- professional and trustworthy
- accountable and reliable
- inclusive and responsive
- socially responsible
- compassionate and thoughtful

### Contacting Focus Housing

Focus Housing operates Suite 6, 32 Thesiger Court Deakin ACT and can be contacted on (02) 6282 9422.

### Operating Hours

The general operating hours for Focus Housing will be Monday to Friday between the hours of 9.00am to 5.00pm. If you have an emergency after hours you can call the Focus Housing on-call – 0434 080 945 for assistance.

## ESTABLISHING AND MAINTAINING TENANCIES

Focus Housing will work closely with you and your chosen support provider, in partnership, to achieve the shared goal – living the life you want. Focus Housing are committed to ensuring our clients, their guardians and advocates are provided with information to support informed decision making and an understanding of their rights and obligations under both the Residential Tenancies Act and Focus Housing Service's policies and procedures. The information contained in the tenancy/occupancy agreement and in the tenant's handbook is produced by Focus Housing. Focus Housing actively encourages involvement of a client's support network to be present during the signing of an occupancy/tenancy agreement. All Focus Housing clients will be offered either an occupancy or tenancy agreement.

### Tenant - Definition

A person who is allocated to a property deemed for single accommodation will be offered a Tenancy Agreement, where they have sole right of residency. Focus cannot enter into an agreement with another person for that property. Only the person holding the Tenancy Agreement can invite another person to live at the property under a household member arrangement; however they must consult with Focus prior to allowing the person to reside at the property.

## Occupant - Definition

A person who is allocated to a property deemed for shared accommodation will be offered an Occupancy Agreement which aligns with the shared living arrangement. The person cannot invite another person to live with them as a household member without consultation with Focus Housing.

## Household Member - Definition

A household member is a partner or family member who lives with a person holding a tenancy agreement; they do not have any rights to residency at the property should the tenant leave. All responsibility for maintenance, repairs and rent payments remains with the person holding the agreement. The person's income is subject to rent assessments under the tenant.

## House Mate - Definition

A housemate is a companion or someone acting in a caring role and is subject to the same conditions as a household member.

## Signatories

All clients are given the opportunity to sign their own agreements and forms with consent of their legal guardian. Focus Housing recognises that a family member may be required to sign agreements on behalf of clients under extenuating circumstances where there is no formal guardianship in place.

## Eligibility for housing

The Eligibility Criteria for housing provided by Focus Housing is consistent with Housing ACT. To be eligible for housing provided by Focus Housing, an applicant must meet the Housing ACT Income and Asset Criteria at the point of application. Eligibility will be assessed by Housing ACT and applicants who indicate an interest in Focus Housing will then be assessed by against the following eligibility criteria:

- Applicants must be aged between 18 and 65.
- Applicants have a disability as defined under the 1that is likely to be permanent and results in substantially reduced capacity in at least one of the following: Self-care/management, Mobility and/or Communication

Applicants will require significant ongoing and/or long-term episodic support and that manifests itself before the age of 65. People solely with a psychiatric disability are not eligible for services funded under this agreement. Applicants must have sufficient support in place to enable the person to live an independent life, if there is insufficient support Focus Housing cannot make an offer of housing.

Applicants should be able to demonstrate a willingness to participate in the development of the Focus Housing. Applicants must accept the objectives of Focus Housing. The Eligibility Criteria applies to applicants for both single and shared accommodation.

## Starting your tenancy – process timeline

As a tenant you have rights under the Residential Tenancies ACT 1997 and several other ACT and Commonwealth legislation – see section below ‘Legislation’. Once you have met Housing ACT’s eligibility requirements you will be referred to Focus Housing to process your tenancy application. Focus Housing is committed to making a difference in the lives of the tenants in the properties we manage.

Our service delivery model is person- centred, that is, the tenant determines the extent and nature of any support they receive from Focus Housing. Our role is to provide property and tenancy management services to people with disabilities we and we recognise that we also provide indirect services to the parents, families and friends of people with disabilities.

Our Focus Housing Manager will arrange to meet with you and any family or friends you would like to have present. At this meeting we will establish the type of tenancy you will hold and provide you with information about us and your tenancy and relevant documents. We will carefully go through all the documentation with you. It is important you understand the agreement you are making with Focus Housing. You will also be given two copies of a Property Condition Report; both are to be completed and signed and one copy returned to Focus Housing. You will keep the other copy for your records. The Housing Manager will assist you to organise rent and utilities payments.

If you are sharing accommodation, arrangements will be made for you to meet with the other resident/s prior to you moving in.

The whole process should take about a fortnight from the time you first meet with the Housing Manager until you are ready to move in.

1 Commonwealth, State/Territory Disability Agreement (i.e. people with disabilities attributable to an intellectual, psychiatric, sensory, physical or neurological impairment or acquired brain injury (or some combination of these)

## RESIDENTIAL TENANCY AGREEMENT (RTA)

When you accept an offer of housing you must sign a Residential Tenancy Agreement (also known as a lease) before you can move into the property. The RTA is a standard agreement that is also used in the private rental market. However, as a Social Housing Provider, Focus Housing may have additional terms in the RTA, these will be fully explained during the lease sign up. During the sign up your rights and responsibilities under the Residential Tenancies Act 1997 (the Act) will be explained in detail. Additional information will be provided to assist you with your tenancy.

This handbook covers many terms in the lease in easy to understand language. There may be special conditions attached to some properties. All Focus Housing tenants have full rights and obligations under the Residential Tenancies Act 1997.

If you would like tenancy advice from an independent source, or information about your rights and responsibilities as a tenant, this can be obtained from the Department of Fair Trading by calling 13 2281 or the Tenants Advice Service on 6247 2011 between 10.00 - 11:30 on weekday mornings.

### Tenancy Agreement – single accommodation

The properties and units managed by Focus Housing and allocated under the single accommodation program are managed under Tenancy Agreements and corresponding terms. Any tenancy arrangement entered into by Focus Housing is governed by Tenancy Agreements under the Residential Tenancies Act 1997.

Tenancy Agreements will be consistent with the Prescribed Terms of the Act. Any variation to the Prescribed Terms will be subject to endorsement by the Residential Tenancies Tribunal. Focus Housing standard tenancy agreement include the following variations and cover matters such as:

- payment of rent and arrangements for rental rebate
- use of premises and tenant's responsibility to care for premises
- responsibilities for rates, taxes, charges
- arrangements for alterations, responsibilities for damage
- responsibilities to carry out necessary maintenance
- arrangements for urgent repairs
- conditions for access to the premises and arrangements for inspections
- procedure in the event of a breach
- procedure for termination of the agreement

Properties must be vacated and been made ready for new occupancy before a Tenancy Agreement is entered into with a new tenan

## Tenancy Agreement – Shared Accommodation

Properties and units managed by Focus Housing and allocated under the shared accommodation program are managed under Occupancy Agreements and corresponding Terms. The Occupancy Agreement and Terms express the tenant's right to use a room, use of the kitchen, bathroom and living/dining room in common with other co-residents of the property.

The Occupancy Agreement contains specific conditions of a residence covering matters such as responsible use of common areas, agreed shared cost of utilities and house rules which are negotiated with other household members and Focus Housing.

## Occupancy Agreement

Focus Housing manage properties under an Occupancy Agreement. Tenants must sign the agreement before they take up occupancy in a home managed by Focus Housing. The Occupancy Agreement is based on the normal Tenancy Agreement that you would sign if renting in the private market. Living in shared accommodation creates a unique environment, so it is necessary for the comfort, safety and security of residents to develop specific rules. These are the Service Rules, which form part of the agreement. They have been developed over a period of time with the approval of tenants.

They cover such topics such as filling of vacancies in your home, security of keys, prohibited items (e.g. firearms and possession of, use or selling of illegal drugs), violence and harassment, guests, notice of vacating, and eviction notices. You need to be also aware that there are resident rules about housing animals, noise, working cooperatively with other residents and health risks, these are found within your Occupancy Agreement and a copy will be provided to you. In addition to the Service and Resident Rules, tenants may have agreed on some rules that apply specifically to your home. These rules attempt to cover matters that may arise by living with other people you do not know.

These rules can be amended any time by residents in your home with the approval of the Focus Housing Manager. So if a problem arises in your unit that is not in your rules, talk about it with the other residents and make up a new one or perhaps an existing rule is not working - then change it to make it work for you. They are your rules. They are there to make living in your home enjoyable, fair and equitable. Please ensure that you are familiar with the terms and conditions under which you are accommodated. A violation of any part of your agreement is considered a breach and could result in your eviction.

*It is important that you understand the Occupancy Agreement. Before signing the agreement if you have any questions please do not hesitate to ask your Housing Manager.*

## OUR HOUSING PROGRAMS

Tenants are allocated to one of three Focus Housing programs - Independent Living; Shared Living or Carers Living Program. These classifications assist Focus Housing to provide adequate, relevant support without unnecessary intrusion. These programs allow Focus Housing to assist tenants meet their independent living goals while remaining responsive to a tenant's changing needs.

### Independent Living

These tenants are living alone and may, or may not, rely disability support services from Focus ACT or another disability support provider. This group may receive informal support from family, neighbours or friends who live separately.

### Shared Living

This applies to housing for non-related adults, with their own room and shared rights to all common areas. Support arrangements for individuals living in this type of shared accommodation ranges from limited i.e. a few hours a week, to significant formal support.

### Carers

This program involves housing where the person relies on significant levels of unpaid family support to assist them maintain their ability to live independently in the community. Family support members maybe a parent, partners, siblings, children or friend who are living with them. The carer's income is included in the household rent assessment.

## PROPERTY CONDITION REPORT (PCR)

The Property Condition Report (PCR) forms part of the Residential Tenancy Agreement. When the Residential Tenancy Agreement is signed the tenant will receive 2 copies of the PCR. Focus Housing will inspect the property and completed the report once the client has vacated the property or accommodation to determine that the property has been returned in satisfactory condition. The vacating condition report is assessed against the condition report carried out at the beginning of the tenancy or occupancy.

Clients must leave the property or accommodation clean and tidy and apart from fair wear and tear, in the condition it was in at the beginning of the tenancy. 'Fair wear and tear' means deterioration over time as a result of reasonable use of the property.

Tenant Responsible Maintenance (TRM) must be carried out by a qualified tradesperson of the client's choice or Focus may organise this at the client's expense by request. Any unapproved tenant responsible maintenance, modifications, alterations and additions must be restored to their original condition, at the clients' expense, prior to vacating property.

## Cancellation of Payments

Rent and/or utilities payments will be cancelled and amounts owing/outstanding calculated and notified to the client after the staff member conducting the report is satisfied of them having returned the property in a clean and tidy condition for reallocation.

Clients who have an outstanding rent and/or utilities balance will be notified and suitable repayment arrangements made. Clients who have a substantial outstanding balance may require repayment or cancellation approval from the Focus Housing Manager.

## Transfers

Clients transferring to another Focus Housing property are subject to the same requirements of a voluntary termination. They are also required to ensure any outstanding rent or utilities payments are finalised at the previous property.

## Return of Keys

All keys provided to the tenant must be returned to Focus Housing. Lost keys will need to be re-cut at the tenant's expense.

## Tenant's responsibilities

Carefully check the Property Condition Report. If you do not agree with what is recorded or would like to add any further comments to the report please do so, then sign and date in the space provided. Returning one copy to Focus Housing within seven (7) days of the commencement date of the lease and retain one copy for your own records.

## Focus rental policy

Commonwealth Rent Assistance (CRA) is a non-taxable income supplement paid through Centrelink to individuals and families who rent in the private rental market (e.g. Social Housing). It aims to address basic living costs by reducing the proportion of household income that is spent on housing.

The subsidised rent is based on a percentage of assessable household income plus 100% of the household's entitlement to CRA. This is subject to the qualification that the subsidised rent must not exceed market rent.

More information on CRA eligibility rules, including minimum rent amounts and maximum amounts of CRA payable for various income types, can be obtained from the Centrelink™ website. [www.humanservices.gov.au](http://www.humanservices.gov.au)

## Market rent and rebated rent

Market rent is the actual rent amount for the property, whereas rebated (or subsidised) rent is the rent that is applicable to a tenant based on their income calculation and eligibility. A rebated or *subsidised rent amount will never exceed the market rent* amount.

Focus assesses a market rent on all properties as advised annually by Housing ACT, which is equivalent to that which would be payable for the property in the private rental market. At Focus Housing, the market rent is equivalent to market rent for a room in a group house. The market rent is the maximum rent a client will be required to pay. Where a household comprises of clients and carers the rent is assessed is based on the number of accommodation units.

Market rents are reviewed annually by Housing ACT, and Focus is notified of the new market rents Clients' will be given sixty days' written notice before adjustments are made to their rent amount payable.

## Rental Rebate Formula

In the formulas below;

- *Occupant*: means a person who has signed an Occupancy Agreement.
- *Finc*; means (family income) is Family Tax Benefit Part A received from Centrelink, or the equivalent from Department of Veterans Affairs.
- *Binc*: means (basic income) is all other income.

The amount to be paid as rent is the lesser of the market rent for the property or the total of;

- 25% of Binc for occupants/occupants.
- 25% of Binc for independent residents who are 18 years of age or older.
- 10% of Binc for independent residents who are less than 18 years of age.
- 10% of Finc for the household.

Any component of the market rent for other facilities (e.g. heating, hot water, garaging) as determined by the Commissioner for Social Housing.

## Rent Reviews

Focus Hosuing will undertake a general income assessment and rent review approximately every six (6) months for all tenants. If a tenant does not provide information required to calculate their subsidised rent, Focus will charge full market rent until the requested information is received. Focus will also review its market rents annually to make sure that the rate at which market rent is assessed is in line with current valuations of properties.

Rent amounts for Focus Hosuing clients' are calculated at;

25% of gross (total) household assessable income, plus an amount equivalent to 100% of any Commonwealth Rent Assistance entitlement,

OR

full market rent for a client's share of accommodation, depending on which amount is lower. Rebate eligibility is based on current evidence of all sources of assessable gross income for the household. Rebated amounts are determined once assessable household income has been provided by the client and a rent amount payable calculated.

If we have to adjust the market rent tenants will be given at least sixty (60) days' notice in writing.

## Assessable Income

Focus Housing includes the following sources of income as assessable income as deemed by the Exempt Income and Assets Determination under the Housing Assistance Act 2007, and requires proof of these income levels to calculate eligibility for rental rebate subsidy:

- Centrelink Benefits
- Pensions
- Overseas Pensions
- Superannuation
- Child maintenance
- Veterans Affairs Benefits
- Wages (including overtime and allowances)
- Bonuses and commissions
- Interest or other investment returns
- Self-employment income
- Any other income paid to you and all other household members

Any person staying at the property for more than 21 consecutive days or for 3 nights or more per week will be required to be included in the total household rental rebate assessment. Information you provide is private and confidential and used for rental rebate purposes only.

## Paying your rent

Before you sign the Residential Tenancy Agreement you will be asked to supply income details for each member of the household to enable Focus to calculate your entitlements to subsidised rent. Subsidised rent is calculated based on a percentage of household income. However, you will not pay more than the market rent of the property which is shown on your Residential Tenancy Agreement.

It is important rent is kept in advance at all times. At the commencement of the tenancy, tenants are required to pay two (2) weeks rent. Tenants are then required to pay rent, on the same day each week or fortnight, which Residential Tenancy Agreement commenced. Tenants can elect to pay their rent weekly or fortnightly.

## Payment options

Our preferred options for rent payments are:

**Centrepay™** – this is a free service for anyone receiving a Centrelink™ benefit and this process is a Focus Housing preferred method of payment. You will need to see your Housing Manager to fill out the appropriate Centrelink forms.

**Bank direct deposit or cheque** – a bank direct deposit, periodic deposit or cheque are also accepted. Please note if you post the cheque it must be received by Focus *on the due day* of your payment and must clearly identify the tenant's name and property address.

## Rent arrears

Rent arrears are a serious matter and a breach of a Tenancy/Occupancy agreement. Clients who accrue a debt will be putting their tenancy at risk. If rent falls into arrears at any time, the Tenancy Manager will work with the tenant to commence a repayment plan.

Failure to contact Focus Housing to make arrangements to pay rental arrears can result in application being made to the ACT Civil and Administrative Tribunal (ACAT) to seek eviction and recovery of the debt.

If a tenant accumulates rental arrears, Focus will accept repayment of the debt in full, or enter into an agreement with the tenant for repayment of arrears in fortnightly instalments.

Repayment amounts are as agreed to by the Focus Manager the tenant. Repayment amounts are set at a minimum rate of thirty dollars per fortnight or at a higher rate as mutually agreed, so as not to cause financial hardship to the tenant and to enable them to sustain their tenancy.

Focus Housing will work in partnership with tenant to sustain the tenancy and mitigate debt; however will simultaneously follow the process outlined in the Residential Tenancies Act in relation to rental arrears. Focus Housing will initiate the legal process as soon as arrears are recognised.

## Rental Disputes

Tenants are notified of upcoming changes to rent amounts payable once a rent review has been completed. Tenants who feel their calculated rental amount due, does not accurately reflect the amount they should be paying are entitled to request the amount payable be reviewed.

## Rental Bonds

Focus Housing do not collect rental bonds. Access Canberra is responsible for the receipt and management of residential tenancy *rental bonds* in the ACT under the *Residential Tenancies Act 1997* (the Act) and the *Residential Tenancies Regulation 1998* (the Regulation).

A *bond* is money paid by a tenant as security for the performance of the tenant's obligations under a residential tenancy agreement. Bond money can be used by the lessor (also known as a landlord) to pay things such as damage caused by a tenant (besides normal wear and tear) or any outstanding payable rent.

At the end of the tenancy, if the property is in similar condition as it was at the commencement of the tenancy, taking into consideration fair wear and tear, and there are no outstanding monies owed to Focus Housing, the rental bond will be refunded.

If a tenant is transferring to another Focus property, any debts owing to Focus will be deducted from the bond for the current property and the balance of the bond will be returned to the tenant. The tenant will be charged a new bond for the new property.

All rental bond payments will be remitted to the Rental Bond Board (RBB) within the timeframes specified by the Residential Tenancies Act 1997 and/or the Residential Tenancies Regulations 1998.

## Utilities payments

Focus Housing Service assists tenants by recording and collecting payment for utilities fees e.g. electricity, gas, water, insurance, cleaning and gardening. This service ensures these accounts are paid on time and offer a level of monitoring if the account becomes excessive. This service also assists to mitigate client conflict in shared housing situations. In cases of shared housing, utilities accounts may be established in Focus' name. Phone bills are not included as part of this service

## Property Condition Reports

Focus Housing has a duty to ensure that Housing ACT assets are maintained.

Audits of properties managed by Focus Housing are conducted according to the requirements of the Act, by the Housing Manager, which allows for two inspections annually and additional inspections within one month of the commencement of, and at the end of a tenancy. Focus will do a condition report in conjunction with a client service visit.

The purpose of this visit is to ensure that the property is in a reasonable condition with reference to its age and that repairs and maintenance are reported and attended to and that the general cleanliness of the house is being maintained, and to ensure the property remains in good condition but also the health and safety of the client residing at the property. Any repairs and maintenance identified as a result of that inspection are responded to in a timely manner. Any major structural or maintenance issues identified at the inspection will be reported to Housing ACT.

Focus Housing does not inspect for tidiness but will inspect for cleanliness and will not make comments or pass judgment on the personal habits of members, unless the matter is the subject of a complaint or relates to health and safety regulations. A copy of the completed Condition Audit will be provided to the tenant.

## **MODIFICATIONS, ALTERATIONS AND ADDITIONS**

Modifications, alterations and additions to the structure of a property may be approved after application including details of the job is made to Housing ACT. Focus Housing will support an application for a modification, alteration or addition and assist with the process.

Focus keeps tenants informed of grant opportunities that can assist tenants to remain in their homes. Approved additions or modifications made to a property outside standard conditions must be removed on vacation of the property, and any alterations made to the property to accommodate the modification will need to be repaired by the tenant/occupant before their tenancy is finalised.

Modifications, alterations and additions which are not approved will be required to restore the property to its original condition at the clients' expense prior to vacation of the property.

### **Gardens/Grounds**

Cleaning of gutters and other routine grounds or gardens maintenance are deemed tenant responsible maintenance. Focus Housing can and will assist clients to locate the assistance necessary to meet their obligations.

### **Common areas**

Tenants are requested to assist in keeping common areas clean and tidy. This includes ensuring that newspapers and "junk" mail are removed from the common areas.

### **Access to Premises for Repairs**

Tenants must allow reasonable access to the property for Focus Housing staff or contracted tradespeople during normal business hours, 8.30 am – 5.00 pm, in order to assess the condition of the property.

This same access also needs to be provided to contractors to enable them to carry out identified maintenance. Under normal circumstances, Focus staff and contractors will not enter the property unless accompanied by the tenant. Where this is not possible, tenants are asked to make alternative arrangements for access to the property.

Focus Housing Service staff will attend a property for maintenance or repairs where it is determined the occupant feels vulnerable having a tradesperson in their home.

Tenants are asked to advise the Focus if they experience any serious problems or excessive delays in having maintenance undertaken. Poor workmanship or poor customer service by contractors should also be reported.

## Emergency Access

In the event that Focus Housing needs access to a property for any maintenance reason and the client is not present to allow access, all possible attempts will be made to contact the client prior to a staff member and tradesperson accessing the property. Key locked box numbers will not be provided to trades people for them to access the property.

## Keys

Focus Housing retain two full sets of keys to all properties. Keys are recorded and secured through a key register system managed by the Housing Manager. Clients are provided with one full set of keys to the property without charge at the commencement of the agreement and one for any subsequent lock changes or additions that do not happen as a result of a request or actions made by the client. Any subsequent keys issued will be done so at the client's expense.

## Service Providers Management of Keys

Focus Housing provide one set of keys to clients only. Additional sets for support providers must first be agreed to by the client and arranged by Focus at the expense of the provider. Details of the keys issued will be recorded and kept on the property file.

## Locked Boxes

Focus Housing install locked boxes to properties with a key to access. If the key is lost by the client, it will be replaced at the expense of the client. Focus Housing accepts maintenance costs for the replacement of the locked box through general wear and tear. Key locked boxes are for emergency access only.

## Re-setting Locked Box Codes

Lock box codes are recorded; Focus staff will reset the locked box code at the start of each new tenancy or occupancy. The code is kept by Focus and to be changed only by Focus. If a code is changed by a client or other person and the code lost, the locked box and key will be replaced at the client's expense.

## Changing Locks

Under certain circumstances, it may be deemed necessary for the locks to the property to be changed after a tenancy has been terminated. Clients may only change locks on their properties with the prior permission of the Housing Manager in accordance with the Residential Tenancies Act. Focus Housing must be given two full sets of keys to the property.

## Urgent maintenance services

Problems such as gas leaks, sewer line blockages, major storm or fire damage should be reported for immediate attention. If the problem occurs during normal business hours, tenants

are requested to report this directly to Focus. Emergency maintenance will be carried out if the problem poses a danger to the tenant or other occupants.

Examples of emergency maintenance:

- Electrical – complete power outage due to internal fault, not attributable power supplier
- Gas leaks
- Plumbing – burst water pipes, other serious leakages resulting in flooding of the property
- Toilet pan – complete functional breakdown
- Septic tank/soak well – full/overflowing and causing health hazard
- Security – a major breach of security or vandalism rendering the property unsafe
- An appliance, fitting or fixture that uses water, or is used to supply water, that is broken or not operating properly, so that a substantial amount of water is being wasted.

**After hours emergency** – Focus ACT on-call on – 0434 080 945

## TENANT RESPONSIBILITY

Some maintenance items are tenant responsibility, tenants can be held responsible for:

- Damage to walls and doors by furniture, wall posters or careless picture hanging
- Damage to floor coverings, window treatments or furnishings by burns, stains, etc.
- Cost of clearing blocked drains, should they become blocked through misuse
- Electrical fuses or circuits damaged by tenant/s using faulty electrical appliances
- Eradication of household pests and vermin such as mice, cockroaches, ants and fleas that can be directly attributed to the tenant
- Upkeep of lawns and garden areas, including reticulation systems
- Replacement of lost keys
- Replacement of light globes
- Replacement of batteries in battery operated smoke alarms

The cost of repairing any damage, blockage, breakage or defect in and around the property, that is not the result of fair wear and tear, is generally the tenant's responsibility.

## **Maintenance response times**

Maintenance requests are categorised. The expected response times for maintenance repairs to be completed are as follows:

**In business hours emergency** – These are raised if there is an immediate threat of danger due to safety, health or security risks of the occupants of the premise.

- Electrical danger/ or power outages not related to energy supplier issues
- Gas leakages
- Major water entry leaks and pipe failure
- Sewer overflow
- Broken windows where there is a threat to security of tenants or property
- Entry door locks not functioning and there is a threat to security of tenants or property
- Burst hot water systems

**24 Hours urgent** – These are raised if there is a threat to the safety or security of the tenants and prompt action is needed:

- Smoke alarm repairs- only if not working at all- if it is beeping it is still functioning
- No hot water
- Blocked toilet where sewage is not overflowing
- Minor block drains where the threat of full blockage is inevitable
- Minor water leaks , tap leaks
- Entry security door issues where the threat to security may occur in a matter of time
- Minor window cracks where integrity of glass may fail
- Toilet leaking cistern issues

**7 Days** – General maintenance repairs that do not fall into the categories above but require attention before they escalate to urgent status.

**21 days** – General maintenance repairs that may be very minor but cannot wait for programmed work to rectify.

## **Smoke alarms - TBA**

There is no requirement per sec in the ACT for smoke alarms to be fitted in rental properties, with the exception of new properties built – see below. Whilst the ACT Tenancy Legislation (ACT Residential Tenancies Act 1997) does not currently enforce (unlike the NSW Tenancy legislation) that a tenanted premise requires a smoke alarm to some degree (ie: battery powered or hard wired. Note - that the A.C.T Building Act outlines that all 'new build' properties from Sept 1994 are legally required to have 'hard wired' smoke alarms (with battery backup) installed (irrespective of it being owner occupied or a rental property).

## Garden Care

It is the tenant's responsibility to maintain the garden areas of the property. Tenants are required to keep plants and lawns watered and to comply with water restrictions, mow the lawn regularly and remove weeds and debris as required. If tenants live in a unit complex that has an enclosed or fenced off garden, it is the tenant's responsibility to maintain the area.

During periods of absence from the property, tenants are asked to make arrangements to have the garden watered and maintained.

Trees must not be removed from properties without the written approval of Focus Housing. Excessively tall trees can become dangerous and Your Focus Housing may arrange to have them lopped. The trimming and pruning of trees are generally the tenant's responsibility.

## Pets

Clause 43 of the Residential Housing Agreement says:

*"The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent"*

Applications for keeping pets must be made in writing to Focus Housing. Tenants will be advised, in writing, of the outcome of their application.

If tenants are granted approval to keep pet(s) there are a few common sense rules to follow:

- Properties are required to have separate enclosed yards in accordance with local by-laws;
- Animals must be kept in accordance with all local government by-laws, including Dangerous Dogs Act 1991 and the Companion Animals Act 1998;
- Tenants need to ensure pet(s) do not damage the property or disturb the neighbours;
- Focus Housing will not be responsible for the supply of gates and fencing;
- Tenants are responsible for undertaking and the costs of eradication and control of fleas;
- Gardens and yards are to be kept clean and all animal excreta disposed of appropriately;
- Damage by the pet(s) is the tenant's responsibility and they are liable for associated costs;
- The tenant is responsible for the costs of professional carpet cleaning if this is required because animals have been kept on the residential premises during the tenancy.

## Absence from dwelling

If a tenant has a planned absence from their dwelling for more than one month, they must request approval in writing to be absent from the property and provide acceptable arrangements for the payment of rent and for the care of the property. The tenant will be required to provide contact details for the tenant during this period.

If a planned general rent review falls within the period of absence, the tenant will be required to undergo assessment of the rent prior to the absence commencing.

Where a tenant does not return by the nominated date, Focus Housing will endeavour to

establish the whereabouts and intentions of the tenant. Where there has been a failure to establish any reasonable intention to return to the property immediately, Focus Housing will take action under *Division 4.6 Abandonment of premises Residential Tenancies Act 1997* to terminate the tenancy.

## Reasons for ending a tenancy

A tenancy may end for any of the following reasons:

- The accommodation provided may no longer meet the tenants ongoing or long-term needs
- A tenant is relocating (Voluntary Termination)
- A tenant is deceased (Spontaneous Termination)
- A tenant abandons the property (Abandoned Property)
- A tenant is no longer eligible to live in community housing (Voluntary Termination)
- A tenant is in breach of their tenancy/occupancy agreement, and fails to remedy after being served notice (Forced Termination)
- A tenant is evicted (Forced Termination)

## Voluntary Terminations

Clients are required to give at least fourteen days written notice to vacate, and to provide Focus Housing with an expected vacancy date.

The client will receive a response with a letter of acknowledgement of vacating and information on preparing the property or accommodation for returning to Focus Housing.

## Spontaneous Terminations

A spontaneous termination occurs when a client dies or leaves a property suddenly. A two weeks minimum notice period will begin from the date of death (if applicable) or notification of departure and the tenancy will be finalised on the nominated date. The accommodation will be returned to Focus Housing.

In the case of a death, the guardian, nominated family member or contact person on record will be provided with information on preparing the property or accommodation for returning to Focus Housing. Should they choose not to be involved in this process Focus Housing may default to the Abandoned Properties Policy.

## Forced Terminations

Where termination of a tenancy or occupancy is forced, Focus Housing will provide the client with:

- notice in writing
- notice in the required time period, as stated in the *Residential Tenancies Act 1987*.
- the reasons for ending the agreement
- a reasonable opportunity to be present at the final property inspection

## Breaches of Tenancy/Occupancy Agreements

Focus Housing may issue a Notice to Remedy for any breach of a tenancy/ occupancy agreement. A 'Notice to Remedy' will clearly state the reasons for its issue and give 2 weeks for the breach to be remedied. If the client does not feel the issue of the notice is valid, the Focus Housing, Appeals process should be followed.

If the breach is not remedied within 2 weeks or not able to be remedied, a Notice to Vacate within 2 weeks may be given. If the tenancy/occupancy agreement is breached on three occasions on any grounds, a Notice to Vacate may be given on the third breach.

Clients who feel a notice has been issued unfairly and wish to dispute the notice are strongly encouraged to follow the Focus Housing Appeals Process. Clients are made aware of the process at the beginning of their tenancy or occupancy.

## Notices to Vacate

Notices to Vacate issued by Focus Housing will clearly state the reason for the notice, the date of issue, the clause of the agreement which has been breached, the amount of time the client has to vacate, and the client's appeal rights, if any.

Any Notice to Vacate must be authorised by the Executive Officer, who has responsibility for ensuring that the Notice is in accordance with the Tenancy / Occupancy Agreement and that correct procedures have been followed. Copies of any Notice to Vacate and any correspondence relating to the Notice are kept and placed on the tenant's file.

Address for service of the notice is as stated on the tenancy/occupancy agreement.

## Eviction

An eviction is the legal act of terminating a tenancy and repossessing the vacated property. Failure to pay rent is the most common reason for eviction. Notice to Vacate and eviction action may be taken when the tenancy or occupancy agreement is breached by such things as:

- supplying illegal drugs from a Focus Housing property
- using the accommodation for illegal or unauthorised purposes
- threatening and/or violent behaviour towards other people at the property
- unauthorised entry into another resident's room
- theft of property belonging to other tenants at the property or Focus Housing
- accommodating a person without notifying Focus Housing

## Prevention of Forced Terminations

Focus Housing will take action to evict clients as a last resort and after all reasonable effort has been made to rectify the issue causing the termination. Focus Housing will seek to work co-operatively with clients to resolve any problems that may have been or contributed to the cause of the breach prior to issuing a formal notice. A Notice to Remedy will be issued only after informal means to rectify the issue have failed, or if the client cannot be contacted.

Focus Housing will liaise, with the tenant's approval, with their caseworker, support worker, guardian or nominated family member to resolve the issue that has caused the client to be in breach of their tenancy or occupancy.

Focus Housing will recommend that the tenant follows the Focus Complaints Procedure and flowchart and to seek information or support from an independent advocate or agency prior to the issue being raised with the ACT Civil and Administrative Tribunal.

## ADVOCACY SERVICES

All Focus Housing tenants have the right to involve an advocate of their choice to assist with the raising and resolution of a complaint or appeal. Advocates may be a family member, a friend, or a representative from an advocacy service.

## Complaints and Appeals

Complaints about Focus Housing' should be lodged as soon as possible after the incident or issue arises and within 30 days.

All complaints and appeals will be acknowledged in writing within 3 working days of receiving the complaint and will advise the tenant of the complaints process to follow.

Copies of complaints appeals, and responses will be logged in the Feedback and Complaints Management System, which is kept by the Chief Executive. Any correspondence regarding the complaint/appeal will be kept with the file of the tenant/applicant.

Focus Housing will deal with all complaints and appeals within 14 weeks from lodgement, unless otherwise negotiated with all parties concerned.

## Feedback and Complaints Process

### **Informal complaint**

In the first instance, an attempt should be made to informally resolve a grievance directly with the person concerned. If the issue is not resolved, the matter should be reported to the Housing Manager, who will facilitate an informal meeting between the person making the complaint and the relevant person(s). An easy-read flowchart is available in the Tenant's Pack, on the website or by contacting the FHS office.

### **Formal complaint**

If the issue is not resolved satisfactorily through an informal process, the person may lodge a written formal complaint. The written complaint should include details of the complaint including the date, time, event, persons involved and the requested action. The Chief Executive will discuss the complaint with the relevant person(s) to ensure that all parties have an opportunity to respond to the grievance.

The Chief Executive will investigate the grievance and determine corrective action. If no further action is required, the grievance will be closed. If the grievance is not resolved by the Chief Executive, or if the grievance involves the Chief Executive, the matter is referred to the Focus Chairperson.

## **Reporting to the Board**

Complaints and Appeals will be reported to the Board each meeting in a way that does not identify the complainants. Management will monitor progress with resolving complaints and take appropriate action when there are broader implications for policy and practices.

## **Privacy and confidentiality**

Focus Housing will ensure that the tenant's privacy and confidentiality is respected, and that personal and/or sensitive information is handled appropriately.

Board members will not have automatic access to personal information about applicants and tenants. Information required by the Board about individual tenants or applicants, will be reported by a use of a non-identifiable indicator. Board members cannot ask to view applicant or tenant files, except with the authorisation of the Board in connection with the resolution of a complaint or dispute, a service evaluation or a legal matter involving a tenant.

Nothing learnt about a tenant, including their contacts or tenancy, will be passed on to anyone outside the staff team without that person's express consent or other legal authorisation. Anyone requesting information about a tenant, including family members, other organisations, government departments, etc. will be informed of the confidentiality policy. Referrals or discussion with other agencies about a tenant's situation and needs will not be made without their express consent, and preferably in their presence.

In extreme circumstances, a breach of confidentiality may be deemed to be in the best interest of the client or the service. If this assessment is made by the Housing Manager they must, prior to disclosure, seek the approval of the Chief Executive.

Information about tenants and applicants, including lists with names and addresses, personal files and notes, names on files or whiteboards will not be visible or easily accessible in public areas in the office. Tenants should always be interviewed in spaces which provide privacy.

## **Exceptions to the Confidentiality Policy**

Staff may disclose an individual's personal information in joint meetings with other agencies where a Service Agreement, memorandum of understanding (MOU) or similar document is in

place and the Privacy Act or Code permits the disclosure, or when seeking the professional opinion of another staff member. However, they will withhold personal information that is not relevant to the matter being discussed.

Where Focus Housing is legally required to provide information on an applicant or tenant, for example, where mandatory reporting of risk or harm to children or cooperating with Police investigation is involved, such information may be provided at the discretion of the Chief Executive.

## Property Care Hints

- A few hints to make sure the property is well looked after:
- Regularly clean the inside of the property
- Keep the property free of rubbish including the front and back yards
- Mow & maintain lawns regularly
- Keep gardens neat and if water restrictions permit regularly water plants
- Sweep concrete paths around the property on a regular basis
- Regularly remove any mould from walls and tiled areas

## Relevant Legislation

Focus Housing comply with the following ACT and Commonwealth legislation. These legislation and regulations are reflected in Focus policies, procedures and operations.

- Associations Incorporations Act 1991 (ACT)
- Australian Charities and Not For Profits Commission Act 2012 (Commonwealth)
- Australian Privacy Principles 2014 (Commonwealth)
- Children and Young Peoples Act 2008 (ACT)
- Disability Services Act 1993 (ACT)
- Discrimination Act 1991 (ACT)
- Fair Work Act Vol.1 2009 (ACT)
- Fair Work Act Vol.2 2009 (ACT)
- Freedom of Information Act 1982 (Commonwealth)
- Housing Assistance Act 2007 (ACT)
- Housing Assistance Public Rental Housing Assistance Program 2013 (ACT)
- Human Rights Act 2004 (ACT)
- Privacy Act 1988 (Commonwealth)
- Residential Tenancies Act 1997 (ACT)

- Work Health and Safety Act 2011 (ACT)
- Working with Vulnerable People (Background Checking) Act 2011 (ACT)

