BARRIEKNEAL HOUSING & COMMUNITY LTD

HOUSING & TENANCY MANAGEMENT

POLICIES

Management Review

After the annual review of each section of the Policies and Procedures, a report will be written and presented to the CEO, who will present it to the Board and make recommendations for policy and procedural changes. The recommendations will stay in place until the next annual review.

The CEO may, if necessary, authorise immediate changes to policy and procedures which will be reviewed and confirmed by the Board at its next regular meeting. The Board will continuously review this procedure.

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SECTION 1 – HOUSING AND TENANCY

Community Housing and Tenancy Management Policy

Scope

This policy applies to all activities managed by Barriekneal Housing & Community Ltd including their own Housing assets and as well as properties managed by Barriekneal Housing & Community Ltd under Management and Sub Lease Agreements with Aboriginal Housing Office (AHO) or other Agencies.

This policy also applies to all applicants for social housing under Housing Pathways. This policy also aligns with the Community Housing Access Policy and Community Housing Eligibility Policy.

This policy describes the organisation's objectives and policies regarding *Community Housing Eligibility.*

References

Barriekneal Housing and Community Ltd will manage *Community Housing Eligibility* in accordance with:

1) Residential Tenancies Act and Regulations.
2) NSW Community Housing Eligibility Policy
3) NSW Housing Pathways: Eligibility for Social Housing Policy
4) The terms of the residential tenancy agreement.
5) Barriekneal Housing and Community Ltd policies
6) National Community Housing Standards Policies.

Policy

The Housing and Tenancy Management Policy is to ensure Barriekneal Housing & Community Ltd:

(1) Embeds a strong policy foundation and implements good practice measures to ensure fairness and transparency of the management of housing services for its tenants;

(2) Delivers culturally appropriate and cost effective housing and tenancy management;

(3) Maintains its housing stock to a high standard through good asset management practices and financial planning for future generations;

(4) Meets the policy and statutory requirements outlined by the Aboriginal Housing Office (AHO); and National Community Housing Standards.

(5) Maintains the Provider and Assessment Registration (PARS) or subsequent legislation approved housing status.

Good Governance Practices

To maintain a high standard of delivery of its housing and tenancy management policies and ensure the long term financial viability, Barriekneal Housing & Community Ltd has implemented a number of key good governance practices and strategies.

The Board has the following responsibilities:

- Approve the current housing waiting list
- Approve succession tenancy and mutual exchange application
- Approve notice of termination of tenants
- Address applicants and/or tenants appeals and complaint requests
- Delegate day to day property management issues to the Chief Executive Officer (CEO) or Housing Manager.
- Conduct annual reviews of contractors, tenant feedback, complaints/appeals and support services

The Board will undertake annual evaluation of its tenancy feedback, support services, applicant and tenancy complaints, contractors and managing agents, to continually review its housing operations, improve practice and focus on positive outcomes for Aboriginal people.

Responsibilities

This manual is issued under the authority of the Board of Management of Barriekneal Housing & Community Ltd

The content and copies of this manual are controlled.

Policies are the broad statements that govern the principles on which the service and the management of Barriekneal Housing & Community Ltd are based. Only the Board may set or amend policy. The CEO is responsible for ensuring all staff and contractors work within policy at all times. The Board Chairperson is responsible for ensuring that Board members work within policy.

Where there is an identified gap in policy, it is permissible for interim decisions to be made by the CEO, pending the setting of Board approved policy guidelines. Where a policy is identified as being no longer appropriate, inconsistent with other policies or inadequate, changes and new policies should be referred to the Board. Actions which represent exceptions to policy may be made in such circumstances.

Exceptions to policy will be referred to the Board. Exceptions to policy may be one-off actions related to a particular set of circumstances, or they may be indications that the policy needs to be changed and is no longer applicable to the majority of circumstances that might arise. If the policy is in need of change, the CEO will draft an alternate document and present it to the Board within three months of the exception occurring.

Management

1) Develops policies and procedures to achieve policy objectives
2) Coordinates and implements policy for *Community Housing Eligibility*
3) Oversees training and ensures adoption by all employees responsible for *Community Housing Eligibility*
4) Reviews policy and procedure on biannual basis to ensure compliance with legislation and adopts accordingly

Employee responsibilities

1) Understand and comply with Barriekneal Housing and Community Ltd policies regarding *Community Housing Eligibility*

Ethical Tenancy Management Practice Policy

Barriekneal Housing & Community Ltd believes that promoting ethical practice improves service delivery to tenants, promotes job satisfaction in staff and engenders commitment to Barriekneal Housing & Community Ltd by external stakeholders. Our ethics are our standards against which all our decisions are made and tested.

Scope

To define the values which create the framework around which tenancy management practice will be conducted.

Reference to National Community Housing Standard

Section 1: Tenancy Management
Section 3: Tenants Rights and Participation

Policy

Barriekneal Housing & Community Ltd staff and the Board will observe all relevant laws of both the State and Commonwealth.
Barriekneal Housing & Community Ltd will ensure that all tenancy management policies and procedures reflect the following principles:

- nothing illegal (or with potentially illegal consequences) will be done in the name of Barriekneal Housing & Community Ltd
- a commitment to the social justice principles of equity, access, participation and rights
- strive for best practice
- are consistently implemented
- are written and accessible in a range of mediums
- are distributed to relevant stakeholders
- ensure applicant and tenant confidentiality
- avoid conflict of interest

Responsibilities

The Board will develop and approve policy in line with organisational objectives. The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

The CEO is responsible for establishing, implementing and maintaining the tenancy management system and the procedures required to meet that system.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures of the tenancy management system. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Tenancy Management Code of Practice Policy

Scope
To define the behaviour that is expected of personnel involved in tenancy management.

Reference to National Community Housing Standard
Section 1: Tenancy Management
Section 3: Tenants Rights and Participation

Policy
The Tenancy Management Code of Practice (Code) is relevant to all tenancy management activities of Barriekneal Housing & Community Ltd.

Under this code, staff will engage in:

- ethical practice
- professional and credible practice
- accountable and reliable practice
- participatory and responsive practice
- socially responsible practice
- good communication practices
- compassionate practice

Barriekneal Housing & Community Ltd is an Aboriginal Community Housing provider who strives to develop sustained tenancies and a sense of identity and community for tenants. It is our core business to achieve this outcome. Barriekneal Housing & Community Ltd staff will endeavour to achieve this end at all times.

Barriekneal Housing & Community Ltd sustains tenancies by working in partnership with tenants.

Barriekneal Housing & Community Ltd can only assist a tenant to sustain their tenancy when the tenant acknowledges their obligations to live within the community, observe laws and the requirements of their Residential Tenancy Agreement. Barriekneal Housing & Community Ltd may not be able to assist a tenant who does not demonstrate a commitment to maintaining their housing or agreement.

Whilst recognising that there are some groups within our society whose experience places them at a relative disadvantage, each tenant will be treated individually. Responses to tenants will be targeted to their individual needs. At no time will it be acceptable to stereotype a tenant and make assumptions about their behaviours and likely tenancy outcomes.

Conduct of Barriekneal Housing & Community Ltd staff will be strength and solution focused. Barriekneal Housing & Community Ltd staff will always ensure that they vigorously endeavour to find agreed solutions to issues with tenants before pursuing legal action.

Responsibilities
The Board will develop and approve policy in line with organisational objectives. The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

The CEO is responsible for establishing, implementing and maintaining the tenancy management system and the procedures required to meet that system.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures of the tenancy management system. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Access to Service Policy

Scope
To define the ways Barriekneal Housing & Community Ltd will ensure access for all stakeholders.

Reference to National Community Housing Standard
3.4 Access to services of the organisation

Policy
Barriekneal Housing & Community Ltd will ensure that barriers to accessibility of its services and offices are identified and systematically addressed.

Procedure
Office Accessibility
Offices used by Barriekneal Housing & Community Ltd will be centrally located in town and well identified by signage and accessible. If at any time service users are unable to access the premises, alternative arrangements may be made to ensure access to services.

Operating hours
The general operating hours of the offices will be
8.30am - 5pm Mon-Thurs
Closed Friday

Voice Mail
Where staff are unable to personally attend to telephone contact from tenants, a voice mail system will be used to allow tenants to leave messages, the voicemail refers to the afterhours mobile number which is managed by a staff member at all times after hours.

Communications
Barriekneal Housing & Community Ltd will ensure that all written information including letters, newsletters, etc. is clear and is written in plain English.

Barriekneal Housing & Community Ltd will make arrangements so that information can be communicated to those who may need this information in an alternate language and may use professional interpreter services wherever appropriate and possible.

Staff must be satisfied that should the tenant use their own interpreter, this person is appropriately qualified and using this interpreter is in the best interests of the tenant. Persons used as an interpreter must be over the age of 16 years.

The written policies and procedures of Barriekneal Housing & Community Ltd will be accessible to any member of the public upon request.

Tenants are welcome to bring friends, family or advocates of their choice to any interview or meeting.

Enquirers will be asked how they found out about Barriekneal Housing & Community Ltd in a simple question on forms or upon enquiry. This information will be collected and reviewed to determine whether additional information or communication strategies are required.

Appropriate local inter-agency meetings will be identified and attended regularly by a Barriekneal Housing & Community Ltd representative.

All enquirers will be provided appropriate documents, directions and support by Barriekneal Housing & Community Ltd staff and Board.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Tenant's Rights and Involvement Policy

Barriekneal Housing & Community Ltd is committed to ensuring that persons who are tenants are encouraged and supported to exercise their rights, including their right to participate in the success of Barriekneal Housing & Community Ltd.

Reference to National Community Housing Standard

3.1 Tenant Rights
3.2 Tenant Participation

Scope

To define the ways in which Barriekneal Housing & Community Ltd will foster tenant involvement and protect tenant's rights.

Policy

Barriekneal Housing & Community Ltd is committed to tenant rights. Tenant rights will be documented and displayed at all Barriekneal Housing & Community Ltd locations. Barriekneal Housing & Community Ltd will inform tenants of their rights and will actively uphold those rights.

Barriekneal Housing & Community Ltd tenants have a right to:

- Fair and non-discriminatory treatment;
- Be treated with respect;
- Have access to safe, secure, appropriate and affordable housing;
- Participate in the activities of Barriekneal Housing & Community Ltd and to be consulted on their housing needs and preferences;
- Participate in the future direction of Barriekneal Housing & Community Ltd
- Be fully informed of their rights and responsibilities, and have realistic expectations of what the service can provide;
- Have information about them held securely, treated sensitively and confidentially;
- Be consulted where changes to policy or the manner in which their tenancy is managed may have an adverse effect on them;
- Lodge complaints, grievances or appeals involving alleged breach of Barriekneal Housing & Community Ltd principles and policy guidelines and to be given information about the complaints and disputes procedure and how to access it;
- Use advocates to assist them in dealing with Barriekneal Housing & Community Ltd;
- Have a right to access all services to assist understanding. These could include, but not limited to interpreter services, interpolator services including Culturally and linguistically diverse agencies, deaf and blind agencies;
- Be provided with information to ensure their rights are known;
- Request any information about the service, or express any concern or objection about rules, practices or tenancy conditions;
- Be provided with a prompt and appropriate response to any contact with Barriekneal Housing & Community Ltd;
- Barriekneal Housing & Community Ltd will communicate regularly with tenants and develop strategies to increase this communication and broaden the opportunities for tenant participation.

Procedure

Barriekneal Staff, Board and Volunteers are required to understand the tenants' rights and act in accordance with them at all times.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Tenant Participation Policy

Barriekneal Housing & Community Ltd will encourage participation by tenants in the operation and decision making of the organisation.

Scope

To define the way Barriekneal Housing & Community Ltd will actively work with its tenants to manage and improve its services.

Reference to National Community Housing Standard

3.2 Tenant Participation

Policy

The primary aim of encouraging tenant involvement is to maximise individual satisfaction with the service provided by Barriekneal Housing & Community Ltd. Tenant participation will be more than tokenistic.

The primary aim of tenant involvement is to maximise individual satisfaction with the service provided by Barriekneal Housing and Community Ltd. Tenant participation will be more than tokenistic.

- Barriekneal Housing and Community Ltd encourages the appropriate involvement of its tenants in all aspects of its operations. Barriekneal Housing and Community Ltd keeps tenants well informed and provides opportunities to participate in decisions concerning the management of Barriekneal Housing and Community Ltd and its tenancies.
- Barriekneal Housing and Community Ltd encourages tenant participation on its Board and through the establishment of tenant reference group and/or committees at various properties.
- Barriekneal Housing and Community Ltd will seek to establish additional services for tenants and with tenants for the benefit of the community.
- Barriekneal Housing and Community Ltd provides information at the beginning of each tenancy that relates to ways that tenants can participate. Options for ways that tenants can participate are included in the tenant handbook.
- Barriekneal Housing and Community Ltd will keep tenants informed through the regular production of newsletters.
- Barriekneal Housing and Community Ltd will ensure that policies, procedures and practices are explained to tenants whenever necessary.
- Barriekneal Housing and Community Ltd policies and procedures are publicly available.
- Barriekneal Housing and Community Ltd will regularly seek formal feedback through surveys, evaluations, forums and suggestion boxes.
- Barriekneal Housing and Community Ltd will regularly seek informal feedback from individuals about the services being provided.
- Barriekneal Housing and Community Ltd will through its continuous improvement process actively look for ways to increase tenant participation.
- Tenant participation will be sought when establishing policy review committees.
- Tenant participation is voluntary. All care will be taken that the activities of Housing Services will not have unforeseen outcomes for those tenants who do not participate through the various mechanisms available.
- Barriekneal Housing and Community Ltd' Annual Report will include details of tenant participation activities undertaken.

Procedure

Tenant participation and satisfaction

Barriekneal Housing & Community Ltd is committed to ensuring that it maintains a high level of quality service that meets the tenant's satisfaction and expectations. To do this, it needs the involvement and participation of its tenants to improve our housing service, increase tenant satisfaction, increase tenant's sense of belonging and ownership and increase Barriekneal Housing & Community Ltd accountability.

Barriekneal Housing & Community Ltd welcomes and encourages tenants to provide input into the development or review of policies and delivery of service that affect the overall management of housing. Providing this input will help to maintain and improve Barriekneal Housing & Community Ltd service delivery and provide valuable feedback for the Board to reflect in the planning processes.

To enable tenants to be actively involved and participate and provide feedback the following avenues are available:

- Information from Barriekneal housing and community Ltd Staff
- Tenant evaluation surveys
- One on one discussions
- Tenant forums

Information

As a means to keep tenants up to date housing and tenancy management issues Barriekneal Housing & Community Ltd will send a newsletter/flyer every quarter.

Tenant Evaluation Surveys

Barriekneal Housing & Community Ltd will conduct a survey every 12 months of its tenants. The survey can be either completed paper, face to face, anonymous. The Board will also be responsible for reviewing the results and taking any necessary action in reviewing relevant policies. *Refer to Appendix (G) Tenant Evaluation Survey*

Tenant Forums

Barriekneal Housing & Community Ltd Housing & Community Ltd will conduct every quarter an informal tenant workshop, BBQ or meeting as a means of providing information to tenants about new initiatives, policy and programs, maintenance updates and enable tenants to discuss any issues or concerns they may have about their housing needs or provide feedback to assist Barriekneal Housing & Community Ltd in improving its housing service delivery.

Information obtained from these workshops will be provided to the Board for review and actioned annually. This information can influence policy reviews, contractor reviews, asset planning reviews and other service delivery needs.

Participating in the wider community – sustaining tenancies

As a community organisation, Barriekneal Housing & Community Ltd understands the importance of having good working relationships with government and community organisations to address the extra support needs of our community. Having these relationships ensure that Barriekneal Housing & Community Ltd have adequate and accessible arrangements to ensure those tenants who require additional support needs receive the assistance to maintain their tenancies.

To support tenants Barriekneal Housing & Community Ltd has established a number of local and regional partnerships and meets on a regular basis with the following organisations:
NSW Aboriginal Housing Office, Lightning Ridge Central School, Local Community Working Party, Mission Australia, Home care, Lightning Ridge Aboriginal Integrated Child and Family Centre, Mackillop, St Vincent's De Paul

A Contact List of these organisations is available for tenants and provided at the time of their tenancy or a tenant may contact Barriekneal Housing & Community Ltd and be given a general referral for assistance if required.

Some partnerships with support services have a written agreement, however some are based on an informal arrangement. Barriekneal Housing & Community Ltd actively participates in regular meetings and workshops with these support services to improve the coordination of services delivered to the community.

If a tenant requires a referral to one or more of these services, the Housing Manager will make the initial contact on behalf of the tenant. Referrals to these organisations will not be undertaken without the consent of the tenant.

Barriekneal Housing & Community Ltd is about sustaining its tenancies. This can only be achieved through early intervention before a situation becomes out of hand. Tenants are encouraged to contact the Housing Manager as soon as possible if they believe that they need support assistance.

The Housing Manager monitors on a 6 monthly basis the adequacy of the support arrangements, community engagement and reports back to the Board.

Tenants will provide a review of the adequacy of the support arrangements through the Tenant Evaluation Survey. This will be undertaken annually and reviewed by the Board.

The Board will on an annual basis, review feedback from tenant surveys and review all working partnerships with its support service organisations to ensure they are providing a benefit to Barriekneal Housing & Community Ltd in sustaining its tenancies.

Building relationships & working in the community

Barriekneal Housing & Community Ltd proactively participates in organised events (Listed below) at local, regional and state levels to not only promote the benefits but build the profile and image of the organisation to both the Aboriginal and wider community and businesses.

- Hosting local Elders/leader forums
- Partner with mainstream providers to host events i.e., NAIDOC week etc.
- Working with the local school and education providers including early childhood to support their events and activities or co-develop events and activities
- Attending meetings with mainstream providers to share knowledge and information
- Offer support to local communities to use organisations facilities i.e. meeting rooms etc.
- Be involved in the local Community Working Party
- Local AECG participation

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Tenant Involvement in Policy Changes Policy

Scope
To define the ways in which tenants will be involved in major policy change

Reference to National Community Housing Standard
3.2 Tenant Participation

Policy
Tenants will be consulted wherever Barriekneal Housing & Community Ltd is planning to introduce major policy changes which may significantly impact generally upon tenants. The consultation process will be transparent and informative.

Tenants will be asked to provide feedback prior to any such policy changes being implemented. Feedback may be made through various means including tenant Board members. Tenant feedback will be fully disclosed to the Board of Management prior to any policy changes.

Procedure
There will be formal avenues for consultation and feedback about organisational practices which will involve tenant input. One of these will occur at least annually. These avenues include:

- Formal, written questionnaires;
- Tenant telephone surveys (which may include tenants as data collectors);
- Visits by Barriekneal Housing & Community Ltd staff with tenants;
- Board and community workshop
- Informal discussions at other Barriekneal Housing & Community Ltd activity e.g. Language program.

Barriekneal Housing & Community Ltd will publish the results of any surveys, questionnaires, evaluations and other information in its regular newsletter.

Responsibilities
The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Documents Supporting this Policy
Tenant Survey

Partnerships, Referral and Support Links Policy

Barriekneal Housing & Community Ltd will establish effective partnerships and referral and support links with relevant agencies in order to assist applicants and tenants.

Scope

To define the way in which support relationships will be established and maintained.

Reference to National Community Housing Standard

4.1 Tenants' Access to Support
4.2 Building Community Capacity
4.3 Providing Housing information, advice and referral

Policy

Barriekneal Housing & Community Ltd recognises that its strength is in the relationship it has with the communities in which it is located. Barriekneal Housing & Community Ltd will implement strategies to build on these relationships.

Procedure

As required Barriekneal Housing & Community Ltd will develop formal written support partnerships to ensure better outcomes for tenants. These partnerships will involve Barriekneal Housing & Community Ltd offering property management services and the partner agency offering support services to the tenant. Such arrangements will reflect the current service priorities and target groups of Barriekneal Housing & Community Ltd tenants.

The partners will ensure that the tenant understands the roles and responsibilities of all parties to the agreement and will ensure that the agreement addresses issues of tenant confidentiality. The tenant will be asked if they wish to see a copy of the agreement prior to signing a Residential Tenancy Agreement.

If required Barriekneal Housing & Community Ltd will formally meet regularly (quarterly, biannually, or annually (as when deemed necessary) to discuss the ongoing relationship between the organisations.

Barriekneal Housing & Community Ltd will meet informally with support partners to discuss both the partnership arrangement as well as tenancy management issues.

Barriekneal Housing & Community Ltd will renew annually written and non-written support agreements with its partners.

Barriekneal Housing & Community Ltd will identify appropriate networks and inter-agencies to participate in and identify suitable staff to act as Barriekneal Housing & Community Ltd representative at these meetings. Demographic data on applicants and tenants will inform the selection of these networks.

Barriekneal Housing & Community Ltd will target key agencies, government departments and local representatives to ensure a strong viable future for Barriekneal Housing & Community Ltd. These agencies include Housing NSW, local government, property developers and State and Federal Members of Parliament.

Barriekneal Housing & Community Ltd will identify other agencies working in local communities and seek to work together to support community development.

Barriekneal Housing & Community Ltd will source directories of all available housing-related community services for tenants and applicants. Barriekneal Housing & Community Ltd will ensure that it seeks updated information at all times.

Barriekneal Housing & Community Ltd will seek ways to foster partnerships, which may include:

- Attending forums where community groups can provide feedback to Barriekneal Housing & Community Ltd to assist in the development or review of service and access policies and to discuss the targeting of its services
- Ensuring agencies are kept well informed of service initiatives or policy changes that may affect their tenants
- Developing a profile as the professional community housing provider for the local area participation in local area forums where local housing issues and/or service issues can be discussed
- Encouraging local groups to discuss any service policy or delivery issues they consider need to be addressed

Where a tenant may benefit from a support service to maintain their tenancy, Barriekneal Housing & Community Ltd will discuss such a referral with the tenant. No contact will be made with a support service on behalf of tenants without properly authorised consent from the tenant.

Barriekneal Housing & Community Ltd will work closely with support services to achieve a satisfactory outcome for the tenant.

Barriekneal Housing & Community Ltd will develop a Communication Strategy to support its partnerships to ensure that information flows between the partnership parties.

Barriekneal Housing & Community Ltd will actively promote its range of services to the community using a variety of strategies.

Working with a Managing Agent

If Barriekneal Housing & Community Ltd Housing & Community Ltd considers utilising the services of a managing agent (i.e. local Real Estate agent) the following selection criteria must be met;

- is sensitive to cultural issues;
- has demonstrated capacity to work with Aboriginal people in the local area;
- understands the difference between providing social housing and housing for profit;
- understands Aboriginal people's experiences in the mainstream housing market;
- can offer value for money;
- is willing to employ Aboriginal employee/s for the life of the tenancy management agreement.
- is willing for all staff to undertake cultural awareness training;
- understands and acknowledges the roles and responsibilities between Barriekneal Housing & Community Ltd and managing agent;
- provides appropriate reporting on rental and repairs and maintenance for the Board; and
- agrees to the conditions of the management agreement and review on a regular basis.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and

changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Management Review

After the annual review of each section of the Policies and Procedures, a report will be written and presented to the CEO, who will present it to the Board and make recommendations for policy and procedural changes. The recommendations will stay in place until the next annual review.

The CEO may, if necessary, authorise immediate changes to policy and procedures which will be reviewed and confirmed by the Board at its next regular meeting.

SECTION 2 – IMPROVEMENT & REVIEW

Quality Improvement Policy

Barriekneal Housing & Community Ltd aims to become a leader in the Aboriginal community housing sector. Barriekneal Housing & Community Ltd will nurture a culture of learning, innovation and improvement.

Scope

To define the ways in which quality improvement will be embedded into the practices of Barriekneal Housing & Community Ltd.

Reference to National Community Housing Standard

7.2 Staff Management and Development
5.5 Organisational Review
5.4 Business Planning

Policy

Barriekneal Housing & Community Ltd will regularly review its tenancy management operations, policies and procedures and will regularly supervise staff and will develop a training plan for all staff.

Procedure

Processes will be established to identify practice that does not conform to policy. Appropriate action in respect of these events may include change of practice, review of policy or staff training and development.

A continuous program will be implemented to maintain and improve the tenancy management practices of Barriekneal Housing & Community Ltd.

Performance monitoring measures will be established to determine whether practice is working efficiently, effectively and in line with benchmarks. The review and results of performance monitoring will be distributed to all staff as relevant.

When a stakeholder requests a service outside the policies and procedures a plan will be developed to meet the stakeholder's request. The plan will be given to the CEO for approval. If approved, the housing management team will ensure the plan is implemented. The CEO will make recommendations regarding policy change if necessary.

Review of Tenancy Management Policies and Procedures

Staff will be asked to regularly monitor the policies and provide written comment on its effectiveness to the CEO.
Factors that staff may consider include:

- What practices are outside the policy
- What are the standards that apply to this policy, how is our practice similar to those examples given of practice that meets the standards?
- The operational steps necessary to implement this policy
- Does the documentation demonstrate how we comply with the policy/procedure?
- Ways the policy can be improved to make it clearer
- We aim to achieve better results than the standards?
- Ways in which the procedure could be streamlined and more efficient

- Ways we can measure that we have achieved the goal of these policies
- If the policy doesn't work as planned, how will we know?
- Is the documentation clear and easy to fill out?
- Other documents that are needed to demonstrate compliance with this policy

Based on this review, the team will provide a report recommending any amendments to the CEO.

Review of Tenancy Management Operations
The operational procedures will be reviewed and modified on a regular basis. The staff member/s assigned responsible for the review of a policy will be responsible for review of all practices necessary to implement that policy.

Reports on remedial action needed are to be presented to the CEO for approval and implementation.

Training and Development of Staff
The tenancy management team will meet at least monthly to discuss policy and case work issues. Housing Staff will have annual appraisals which will identify a training plan for the following twelve (12) months.

Involvement of Stakeholders
On a needs basis, Barriekneal Housing & Community Ltd will invite the contribution of stakeholders in the improvement of its operations. These stakeholders may include tenants and members or external stakeholders like partners or funding bodies. Suitable strategies will be developed by the operations management team to seek stakeholder comment suggestions and input into actions that may be necessary.

Identification of Non-Conforming Practice
Each staff member who becomes aware of practice that does not conform to policy will report such non-conformance at the next tenancy management team meeting where the team will assist in the identification of the cause for the problem.

Performance Monitoring and Continuous Improvement
Staff will be performance monitored based on measurable goals set on an annual basis and utilising performance criteria of any accreditation or registration system in place at the time.

Responsibilities
The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Evaluation and Review Policy

Barriekneal Housing & Community Ltd aims to become a leader in the Aboriginal community housing sector. Barriekneal Housing & Community Ltd will nurture a culture of learning, innovation and improvement.

Scope

To define the ways in which organisational reviews will be conducted.

Reference to National Community Housing Standard

5.5 Organisational Review
5.4 Business Planning

Policy

Barriekneal Housing & Community Ltd will regularly evaluate and review its services and programs and the effectiveness of its management structures and processes.

Procedure

The Board of Directors will review the business plan of Barriekneal Housing & Community Ltd annually.

Annual plans for all aspects of the business plan will be developed.

The CEO and Housing Manager will submit monthly reports, with relevant aspects being discussed and considered by the Board.

Barriekneal Housing & Community Ltd will invite comment and feedback from referral and local community agencies annually. These groups will represent a fair cross section of the users of the service.

Barriekneal Housing & Community Ltd will survey tenants at least annually. The survey will be undertaken in such a manner as to encourage maximum participation and feedback from the survey respondents.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Tenancy Management Review Policy

Barriekneal Housing & Community Ltd respects its tenants and will continue to strive for the best tenancy management processes in the Community housing sector.

Scope

To define how aspects of the tenancy management system will be reviewed.

Reference to National Community Housing Standard

1.1 Allocation of Housing
1.2 Establishing and Maintaining Tenancies
1.3 Changing Needs of Tenants
1.4 Ending Tenancies
3.5 Confidentiality and Privacy
3.6 Complaints and Appeals
4.1 Tenants' Access to Support
4.3 Providing Housing Information, Advice and Referral
5.4 Business Planning
5.5 Organisational Review
7.2 Staff Management and Development

Policy

Barriekneal Housing & Community Ltd will openly review its tenancy management decisions to promote confidence in the integrity of Barriekneal Housing & Community Ltd and accountability of stakeholders.

- Barriekneal Housing and Community Ltd will develop tenancy management practices that are in line with National Community Housing Standards.
- Barriekneal Housing and Community Ltd will continually seek opportunities to grow to meet the needs of applicants and tenants.
- Barriekneal Housing and Community Ltd will seek to provide a quality service to tenants and applicants and work well with other organisations and services within the community where there are tenants who may require additional assistance beyond simply providing them with housing.
- Barriekneal Housing and Community Ltd will select tenants in line with Housing Pathways policies and procedures, from the NSW Housing Register. This register can be accessed by all Housing NSW Offices, community housing organisations and any other authorised housing organisations.
- Barriekneal Housing and Community Ltd will work with its applicants and tenants, particularly those who demonstrate a commitment to being housed, in order to establish and maintain successful tenancies.
- Barriekneal Housing and Community Ltd aims to maximise the opportunity for its tenants to develop sustainable and fulfilling lives.
- Encouraging tenant participation, fostering community development, adequate asset maintenance as well as open housing management practices are essential aspects of community housing that assist tenants in achieving these goals. These activities are undertaken by Barriekneal Housing and Community Ltd within the context of limited resources.
- Housing management practice is developed within this context. Barriekneal Housing and Community Ltd tenants are required to demonstrate a commitment to their tenancy by complying with community expectations, which are generally encapsulated within their Residential Tenancy Agreement.

- Barriekneal Housing and Community Ltd will end tenancies where a tenant is unable to demonstrate a commitment to continued housing. This will be in accordance with prescribed legislation and in a manner that is consistent with the principals of natural justice.
- Barriekneal Housing and Community Ltd will secure within its resources and guided by the median rent parameters calculated by the Rental Bond Board as published by Housing NSW, leasehold properties that accord with community standards and meet the individual needs of tenants.
- Barriekneal Housing and Community Ltd will develop procedures to identify areas in which it can improve the quality of services to its tenants.
- Barriekneal Housing and Community Ltd will consistently monitor community needs as identified by a number of sources

Procedure

A review of all aspects of tenancy management will be undertaken annually. This review is scheduled into the compliance calendar to ensure the review is undertaken annually. The report of the review is to be given to the CEO and to the Board. The review will include:

- Review complaints and appeals lodged by applicants and tenants during that year
- Review records relating to exceptions to policy and procedure
- Review trend analysis data; identify and discuss gaps or deficiencies in policy or procedures in relation to the above

After the annual review of each section of the policies and procedures, a report is to be written and presented to the CEO. The CEO will present the report to the board and make recommendations for policy and procedural change. The recommendations will stay in place until the next annual review.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Management Review

After the annual review of each section of the Policies and Procedures, a report will be written and presented to the CEO, who will present it to the Board and make recommendations for policy and procedural changes. The recommendations will stay in place until the next annual review.

The CEO may, if necessary, authorise immediate changes to policy and procedures which will be reviewed and confirmed by the Board at its next regular meeting.

SECTION 3 - ACCESS TO HOUSING

Applicant Eligibility Policy

Barriekneal Housing & Community Ltd has sound and unbiased policies and procedures that will ensure that housing is allocated in a fair, equitable and consistent process for eligible applicants.

Scope

To define the way in which access to Aboriginal social housing will be managed

- This policy applies to all applicants for social housing under Housing Pathways. This policy also aligns with the Community Housing Access Policy and Community Housing Eligibility Policy.
- This policy describes the organisation's objectives and policies regarding *Community Housing Eligibility.*

References

Barriekneal Housing and Community Ltd will manage *Community Housing Eligibility* in accordance with:
Residential Tenancies Act and Regulations.
NSW Community Housing Eligibility Policy
NSW Housing Pathways: Eligibility for Social Housing Policy
The terms of the residential tenancy agreement.
Barriekneal Housing and Community Ltd policies.
Reference to National Community Housing Standard (1.1 Allocation of Housing, 1.3 Changing Needs of Tenants)

Definitions

Term: The NSW Housing Register
Definition: When a tenant is eligible for social housing or transfer, the social housing provider will place them on the NSW Housing Register. FACS and participating community housing organisations including Barriekneal Housing and Community Ltd will then use this register to offer housing when a suitable property in the social housing sector is available.

Legislation and Compliance
FACS and community housing providers are able to provide housing assistance in accordance with the *Housing Act 2001*.

Management
Develops policies and procedures to achieve policy objectives
Coordinates and implements policy for *Community Housing Eligibility*
Oversees training and ensures adoption by all employees responsible for *Community Housing Eligibility*
Reviews policy and procedure on biannual basis to ensure compliance with legislation and adopts accordingly

Employee responsibilities
Understand and comply with Barriekneal Housing and Community Ltd policies regarding *Community Housing Eligibility*

Policy

Barriekneal Housing & Community Ltd will have fair, efficient and consistent ways to determine applicant eligibility through utilisation of Housing Pathways and its own waiting list and procedures.

To ensure that community housing assists tenants who are most in need, the eligibility criteria for community housing concentrates on assisting:

- Tenants on low income that need support to help them live independently, and
- Tenants on low income that have problems finding affordable housing in the private market that is suited to their needs.

Barriekneal Housing and Community Ltd will assess eligibility and priority for tenants seeking social housing.

Procedure

Persons must be eligible for social housing to benefit from being housed by Barriekneal Housing & Community Ltd. Barriekneal Housing & Community Ltd allocations are made in conjunction with Housing NSW under Housing Pathways. The program has been implemented to ensure a more streamlined approach for tenants to obtain housing assistance from all available social housing providers.

Eligibility for Housing

To be eligible for housing provided by Barriekneal Housing & Community Ltd applicants must:

- Be of Aboriginal descent
- Be a citizen or permanent resident in Australia, and
- Be a resident in NSW, and
- Establish their identity, and
- Have a household income within the income eligibility limits, and
- Not own any assets or property which can reasonably be expected to resolve their housing need, and
- Be able to sustain a successful tenancy, with or without support, and
- If applicable, make repayments of any former debts to a Social Housing Provider, and
- In general, be at least 18 years of age.

Notwithstanding anything in this policy, a tenant may be ineligible for housing assistance if:

- He or she has a history of having committed registrable offences, and
- It is likely that the presence of that tenant in community housing will:
    - cause antisocial behaviour, or
    - present an unacceptable risk of harm to the tenant, to other community housing occupants or to neighbours.

Citizenship or permanent residency

Applicants for Social Housing with Barriekneal Housing & Community Ltd must be Aboriginal, Australian Citizens and permanent residents.

Barriekneal Housing & Community Ltd expect applicants to provide proof of Aboriginality and citizenship.

Residence in NSW

Tenants applying for social housing must live or work in NSW. However, social housing providers may waive the NSW residency rule in certain circumstances.

Establishing identity
Applicants must establish their identity by providing two forms of acceptable identification. They must also provide proof of identity for each person on their application who is 18 years or older. Barriekneal Housing & Community Ltd will not accept the same document as proof of both income and identity.

Confirmation of Aboriginality
All tenants who want access to Housing NSW entitlements for Aboriginal people or Aboriginal Housing Office properties are required to provide evidence of their Aboriginality. This ensures Aboriginal specific housing and entitlements are only allocated to Aboriginal people.

To confirm Aboriginality, applicants must use one of three conformations of Aboriginality forms. These forms are available from the Housing Pathways website, the AHO website or from social housing providers.

The exception to using one of the three forms is where an applicant provides a document on an organisation's letterhead that includes all of the same information as the confirmation form, including the signatories. In these circumstances the following rules apply:

- Documents from a Local Aboriginal Land Councils must contain; the name of the Local Aboriginal Lands Council; the name of the tenant; the name of the community; and the name and signature of the chief executive and the chairperson.
- Documents from an incorporated Aboriginal or Torres Strait Islander Organisation must contain; the name of the incorporated organisation: the formal resolution number; the name of the community; and the name and signature of the executive member and the chairperson.

Completed confirmation of Aboriginality forms can be returned to Barriekneal Housing & Community Ltd.

Additional supporting documents can be requested from a tenant if there is uncertainty about a Confirmation of Aboriginality – Statutory Declaration form and supporting documents.

Applying for housing

Barriekneal Housing & Community Ltd has sound and unbiased policies and procedures that will ensure that housing is allocated in a fair, equitable and consistent process for eligible applicants. Should there be a dispute regarding the allocation process, the applicant may lodge an appeal in accordance with *Section 3.6 of the National Community Housing Standards Manual, Complaints and Appeals.*

Applications must be received at the office, in person. The housing application will be signed and date and time recorded on application. This will form the priority date for the applicant. *Refer to Appendix A for a copy of the Housing Application Form.*

All housing applications will be assessed by the Housing Manager and the following documentation will be required when completing application:

- Proof of identity (licence, passport, birth certificate)
- Proof of income (current payslips, last group certificate or Centrelink income and asset statement)
- Proof of current residential address
- Proof of Aboriginality
- Current rent receipt (if renting a property at the time of application); and
- References from previous places of residence
- Completed Barriekneal Housing & Community Ltd membership application (if not already a member)

The Housing Manager will be required to send an acknowledge of the application to the applicant in writing within seven (7) days of receipt.

The applicant will be informed within twenty-eight (28) days of a decision by the Board of Directors.

All housing application details are to be kept on an individual applicant file. This information will be transferred onto a tenant file when the applicant is allocated a property.

If an application is declined, that applicant's details will be kept on file for seven (7) years. Applicants have the right to appeal the decision regarding their application. *Section 3.6 of the National Community Housing Standards Manual, Complaints and Appeals.*

a) Current Housing Status

Applicants who are current tenants of another social housing provider[i] and are adequately housed in permanent accommodation are ineligible to apply for housing. The ineligibility applies to the spouse and partners and their dependants (children or minors in their custody) of applicants/tenants deemed adequately housed.

Family members who are deemed independent of the tenant by Barriekneal Housing & Community Ltd must be at least 18 years of age, are a second family in residence, and require independent housing are eligible to lodge their own applications for housing. The reasons for independent accommodation should be clearly stated on their housing application form.

Applicants who believe that their accommodation is inadequate or inappropriate may be considered, only if they can demonstrate that all reasonable steps to alleviate the problems have been exhausted. For example, if the applicant is in a FACS Housing Services AHO or other social housing organisation dwelling, evidence must be provided that they have applied, and have been approved, for rehousing and that no suitable housing is available.

Applicants must provide a letter from FACS Housing Services or another social housing provider which explains how many offers of accommodation have been made to the applicant, if any, and the reason for the applicant's rejection of any offers. The reasons might include cultural, family responsibilities, kinship ties or medical grounds.

As a rule, applicants or household members who own or are buying their own home are ineligible for social housing. However, if the applicant is not able to live in their current accommodation for reasons such as family breakdown, and the monetary value of the dwelling cannot be obtained as a direct result, the applicant may be considered for housing.
For example, if a relationship has broken down and "partner 1" remains in the house with the children of the relationship and "partner 2" cannot reside in the dwelling, then "partner 2" may be considered for housing.

NB: The above will be assessed on a case by case basis if the applicant is not able to live in their current accommodation for reasons such as family breakdown and where the monetary value of the dwelling cannot be realised as a result, the applicant may be considered.

Applicants who are found to have been housed previously and left with a 'debt' or 'arrears' of any sort with Barriekneal Housing & Community Ltd or other social housing provider, will remain ineligible to be housed until the social housing providers' policy regarding former debt and/or arrears has been adhered to such as making repayments of any former debts/arrears to the social housing provider or the debt or arrears is completely repaid.

NOTE – No Exceptions
Applicants who deliberately and/or knowingly make or provide any misleading information will be removed from the Housing Register list

b) Income Eligibility Criteria
Applicants for housing must meet income eligibility criteria. The income eligibility is assessed on the total current weekly household income. The weekly household income must include the gross income of all income earning/income receiving house members being housed with the applicant.

Household income is the total gross income (i.e. before tax) of all household members receiving income including:

- Wages
- Pensions and allowances
- Family Tax benefit
- Family Interest & income on investments

Seasonal Employment

Applicants who undertake seasonal or temporary/limited employment during the year, and may appear to be ineligible on the income eligibility scale, should provide additional supporting documentation to determine the average weekly earnings over a 52-week period.

For example:
If an applicant has seasonal work for 12 weeks per year at $1500 per fortnight and the Centrelink payments paid for the remaining 40 weeks are at $519.20 per fortnight, the calculation is as follows:

$1500 per fortnight @ 12 weeks = $9,000
$519.20 per fortnight @ 40 weeks =$10,384
Total yearly gross income = $19,384

Extenuating Circumstances

If Barriekneal Housing & Community Ltd requests to allocate a dwelling to an applicant who does not meet the income eligibility criteria, a precise written submission on the extenuating circumstances of the applicant must be forwarded to the AHO Regional Office.

Extenuating circumstances can include cases where applicants:

- are living in overcrowded or substandard accommodation;
- are homeless and they have made every attempt to secure or maintain appropriate housing;
- have serious health problems or a disability which is affected by their current accommodation;
- are subjected to or a victim of violence or serious harassment where they currently live;
- do not have access to other forms of housing (remote communities do not apply).

Upon completion of assessment of the Extenuating Circumstances Submission, the AHO Regional Office staff will make a recommendation to the AHO Director of Housing Services who is the designated Delegate to approve Extenuating Circumstances' requests.

Approved Extenuating Circumstance Tenants
In recognition of the tenant income levels that enable the tenant to pay additional rent, the rent levels for tenants approved under the extenuating circumstances policy must be set at a higher rent level than tenants which fall within the income limits.

The cost rent model cannot apply to applicants approved under extenuating circumstances. Anyone approved under extenuating circumstances must have rent levels set at the income base rent formulae. The income base rent rate payable is 25% of gross household income in the first year and 30% of the gross household income on each year thereafter. The income based rent level is mandatory for applicants approved under Extenuating Circumstances. *Please note that Income based rents should not exceed the market rent.*

Allocation Procedures

Barriekneal Housing & Community Ltd will ensure that it maintains a transparent allocation process that is fair, just and equitable. The Housing Manager will maintain the Housing Register to ensure it's updated, accurate and in date order. The Housing Register will also include applicant's information relating to High Priority Needs.

Housing Register

Barriekneal Housing & Community Ltd will maintain a register of applicants to be housed.

The Housing Register will be prioritised in date order and should include all applicant details in date order as listed below:

- The date of the application;
- Name of applicant and household members;
- Household complement / members;
- The dates of birth of applicants and all household members;
- Age and sex of all household members;
- Bedroom category;
- Location requirements (if available)
- Any special needs or cultural requirement which directly affects the design of the house – e.g. modifications as a result of special needs;
- Any medical conditions - these should include what kind of medical condition, and whether it is long term or short term;
- Location requirements;
- Combined Gross weekly total household income for <u>all</u> income earning/ receiving house members (proof of income such as current payslips, group certificates or Centrelink income and asset statement must be provided. If no Centrelink payments are received then a letter from Centrelink must state nil payments);
- Rental history to be provided for all applicants
- Current housing circumstances including the owner of their current residence and the reason for their housing need. (A current rent receipt needs to be provided.)
- Board Approval date (if applicable)

The register must not change in order but new applicants will be added to the end of the list.
The register may be reduced in situations when applicants:

- Are no longer requiring housing assistance;
- Have been adequately housed;
- Have requested (in writing) to be removed; and/or
- Non-financial member of Barriekneal Housing & Community Ltd Housing (where applicable)

Applicants will be required to update applications every six months.

Housing Register Review
The Housing Register will be reviewed every six (6) months by the Board and approved at a Board meeting.

High Priority Needs
Through the application profile assessment process, Barriekneal Housing & Community Ltd may identify applicants with high priority needs which may be a range of circumstances that could place the applicant (or family unit) at an increased risk of harm or adversity. High priority needs could include circumstances such as family violence or serious health problems that may escalate without urgent suitable housing. Any request must be substantiated with written supporting documentation.
The Housing Manager will recommend to the Board applicant/s from the Housing Register or High Priority Need Register that are eligible under the bedroom category and in relation to the relevant waiting list.

Acceptable Documentation for High Priority Needs
An applicant who is to be considered for High Priority Needs accommodation must provide one or more of the following documents:

- Police reports
- Current Apprehended Violence Order (protecting the applicant)
- Report or letter from a specialist, health care worker such as a community nurse, occupational therapist or physiotherapist, a psychiatrist or mental health worker, support organisation such as Home care, aged care assessment team
- Reports/ letters from an advocate, social worker or community support agency such as an Aboriginal Community Controlled organisation, a refuge, or Community Centre.

Allocation
Where a property becomes available the Board will:

- Ensure that preference is given to the next suitable applicant as per the Housing Register; and
- Confirm that the house in question suits the needs of the applicant

Once approved, the property will be offered to the applicant at the top of the relevant list.

- Applicants will be notified of an offer in writing. If a response is not received within 14 days of the offer, the applicant is deemed to have refused the offer.
- Applicants will have an offer of two (2) properties. Applicants who refuse the offer will need to put the reasons in writing.
- If they refuse the offer, they will be taken off the list, unless the property is unsuitable due to disability or health reasons or extenuating personal or financial circumstances. This must be supported by specialist medical documentation.
- Applicants who are removed from the list, will be eligible to reapply to be placed on the waiting list after 6 months.
- If an applicant has a previous debt for non-payment of rent or damages they may not be considered for future housing or maybe required to enter into special conditions under the Residential Tenancy Agreement

Suitable/appropriate Housing Type

As part of the allocation process Barriekneal Housing & Community Ltd will ensure that the applicants are matched to dwellings that are appropriate to their needs.

Barriekneal Housing & Community Ltd will carefully consider the individual characteristics of applicants, their needs and preferences to the type of particular dwellings in matching the housing needs for a successful allocation.

Barriekneal Housing & Community Ltd will allocate dwellings that are appropriate to the household size. This means that households will not be allocated dwellings where more than one (1) extra or spare bedroom is unoccupied. In circumstances where there is unavailability of suitable/ required properties available, the applicant may be allocated a larger dwelling. This exception would require documentation to support such claims.

To ensure that availability is maximised, Barriekneal Housing & Community Ltd will only make 2 offers to each applicant before their application is placed at the bottom of the waiting list.

2 bedroom flat	3 bedroom home	4 bedroom home	5-6 bedroom home
Single	Single with 1 or 2 dependent/s	Single with 3 or more dependents*	Single with 4 or more dependents*
Single with 1 dependent*	Couple with 1 dependent*	Couple with 2 or more dependents*	Couple with 4 or more dependents*
Couple		Single with 3 or more dependents * (joint custody**)	Single with 4 or more dependents* (joint custody**)
Single with 1 dependent**(joint custody**)	Single with 1 or 2 dependent *(joint custody**)	Couple with 2 or more dependents * (joint custody**)	Couple with 4 or more dependents * (joint custody**)

Conflict of Interest

Conflict of interest may arise in situations where a Barriekneal Housing and Community Ltd employee or someone with a personal relationship with a staff member applies for social housing.

Barriekneal Housing and Community Ltd will reduce the potential for actual or perceived conflicts of interest and to build confidence that the Barriekneal Housing and Community Ltd is working fairly and in the interests of all stakeholders Employees, friends or relatives will not be disadvantaged by their position in the allocation of housing and related applicants and will be treated as other applicants in the allocation process.

The Chief Executive Officer must be informed, and actions and decisions recorded on Conflict of Interest register.
The Chief Executive Officer will report the circumstances and outcomes to the board.
Any staff member involved must not be involved in assessment or allocation process.

Definitions

Dependent – child definition http://guides.dss.gov.au/guide-social-security-law/1/1/d/70
Dependent - *must be aged under 22 years and the applicant/s must be able to prove legal custody*
https://www.ato.gov.au/Individuals/Tax-return/2011/In-detail/Tax-return/Adjusted-taxable-income/Adjusted-taxable-income-(ATI)-for-you-and-your-dependants-2011/
Joint Custody – refers to the situation where one parent/carer has part-time custody or holiday custody of dependents under the age of 18

Confidentiality
Employees and/or Board members must not use confidential information gained as part of their duties and insure their knowledge, skills and competencies suffice to discharge their responsibilities.

All applicants will be treated with the strictest of confidence and the organisation will adhere to the *Privacy and Personal Information and Protection Act 1998 (NSW)*

Particular care is required when discussing or dealing with any matters that the Board has resolved. All employees and Board members must ensure to adhere to the Code of Conduct, Conflict of Interest and Confidentiality policies of the organisations.

Responsibilities
The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Allocation of Housing

Scope
The intent of this policy is to explain how Barriekneal Housing & Community Ltd matches and offers a social housing property to a tenant under Housing Pathways Policy.

Reference to National Community Housing Standard
1.1 Allocation of Housing

Reference to Housing Pathways Policy
Matching and offering a Property to a Tenant Policy

Policy
Barriekneal Housing & Community Ltd will consider an offer of social housing reasonable if, based on the information provided by the tenant, the offer meets the tenant's known housing needs and complies with the Housing NSW Housing Pathways Policy.

Procedures
Generally, a tenant will receive up to two reasonable offers of housing from Barriekneal Housing & Community Ltd; the two reasonable offers may be made up by offers from Housing NSW or another Social or Community Housing Provider in New South Wales.

Tenant information
Barriekneal Housing & Community Ltd expect tenants to provide accurate and up to date information about their housing needs so that Barriekneal Housing & Community Ltd can appropriately match the tenant to a property that meets those needs. This means that:

- Barriekneal Housing & Community Ltd can ask tenants for updated information at any time while they are on the NSW Housing Register.
- A tenant who is on the NSW Housing Register must tell a ACHP or any other social housing provider if anything in their situation that is relevant to their housing needs changes.

Matching a tenant to a social housing property
When a vacancy occurs and it's a Barriekneal Housing & Community Ltd owned property, the property is offered to the next appropriate eligible tenant on the Barriekneal Housing & Community Ltd Waiting list.

The criteria Barriekneal Housing & Community Ltd uses to match a tenant to a Barriekneal Housing & Community Ltd property will depend on the:

- Ownership of the property, and
- Location of the property, and
- Type of property, and
- Number of bedrooms in the property

Generally, Barriekneal Housing & Community Ltd will house tenants in the following order:
1. Tenants who have been on the waiting list for the longest
2. Tenants with substantiated high priority needs

When a vacancy occurs and it's an AHO or other leased property, Barriekneal Housing & Community Ltd will advise FACS of the vacant property and they will then match eligible applicants from the NSW Housing Pathways register to that property and supply Barriekneal Housing & Community with the names of the tenants in order of priority.

Contacting the tenant and/or a third party about an offer
The offer process begins when Barriekneal Housing & Community Ltd receives the list of eligible applications from the NSW Housing Register who are a suitable match for an available property.

The Barriekneal Housing & Community Ltd staff member will usually contact the tenant by phone or, if unable to contact the tenant, they may send an express post letter requesting that the tenant contact Barriekneal Housing and Community Ltd urgently.

Under some Accord and other support partnerships, Barriekneal Housing & Community Ltd must notify the support agencies when making an offer to confirm that the property is suitable, and that the support of the agency will continue to be available for the tenant once they have accepted the property.

At the time of the offer, Barriekneal Housing & Community Ltd will reconfirm the tenant's eligibility to receive an offer and, if eligible, continue with the offer process.

Timeframe to respond to an offer
After Barriekneal Housing & Community Ltd makes an offer, they will expect the tenant to view the property externally within 48 hours of being given the details of the offer and, within a reasonable timeframe of receiving details of the offer (within the same 48 hours), tell Barriekneal Housing & Community Ltd if they will view the property internally.

If the tenant accepts an offer
If the tenant accepts an offer, Barriekneal Housing & Community Ltd will usually expect them to sign the tenancy agreement within a reasonable timeframe of accepting the offer. Barriekneal Housing & Community Ltd usual time frame is within seven working days, however Housing staff may extend this period for a tenant if requested and has good reason.

Barriekneal Housing & Community Ltd will follow FACS procedure to remove the tenant from the NSW Housing Register when they have signed a tenancy agreement.

If the tenant does not accept an offer
- If the tenant does not accept the offer, Barriekneal Housing & Community Ltd will ask the tenant to provide their reason for rejecting the offer in writing. The tenant must provide this information within seven (7) days of rejecting the offer

When Barriekneal Housing & Community Ltd receives the information, or, if they do not receive the information within the allocated time frame, the Housing staff member who made the offer will consider all the available information and decide whether the tenant's response is:
- A rejection of a reasonable offer, which means the offer will count towards the number of offers the tenant is entitled to receive, or
- A valid refusal of an unreasonable offer, which means that the offer will not count towards the number of offers the tenant, is entitled to receive.

Barriekneal Housing & Community Ltd will determine the reasonableness of the offer in accordance with Housing NSW Housing Pathways Policy.

If a tenant rejects their final reasonable offer
If the tenant is from the NSW Housing Register, Barriekneal Housing & Community Ltd will determine whether they should advise FACs to enable them to decide if they remove the tenant from the NSW Housing Register.

Removing a tenant from the Barriekneal Housing & Community Ltd Waiting List (Housing Register)
Barriekneal Housing & Community Ltd may remove a tenant's application from the Barriekneal Housing & Community Ltd Waiting List if the tenant:

- Rejects two reasonable offers of social housing
- Fails to respond to attempts to contact them for the purpose of updating information or making an offer of housing
- Accepted an offer of social housing but did not sign the tenancy agreement
- Does not acknowledge a debt owing to Housing NSW and/or other Social Housing Provider and
- does not agree to make regular repayments prior to any offer of housing and continuing until they have repaid the debt in full.

Legislation and compliance

Barriekneal Housing & Community Ltd will match and offer properties in accordance with the provisions of the:

- Housing Act 2001
- Anti-Discrimination Act 1977
- Disability Discrimination Act 1992
- Occupational Health and Safety Act 2000

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Management Review

After the annual review of each section of the Policies and Procedures, a report will be written and presented to the CEO, who will present it to the Board and make recommendations for policy and procedural changes. The recommendations will stay in place until the next annual review.

The CEO may, if necessary, authorise immediate changes to policy and procedures which will be reviewed and confirmed by the Board at its next regular meeting.

SECTION 4 - TENANCY MANAGEMENT

Tenancy Management

Scope

To define Barriekneal Housing & Community Ltd commitment to and responsibilities for developing a professional tenancy management system.

Reference to National Community Housing Standard

1.1 Allocation of Housing
1.2 Establishing and Maintaining Tenancies
1.3 Changing Needs of Tenants
1.4 Ending Tenancies
3.5 Confidentiality and Privacy
4.1 Tenants' Access to Support
4.3 Providing Housing Information, Advice and Referral

Policy

Barriekneal Housing & Community Ltd will have sound, equitable and just tenancy management policies and procedures. Staff will be trained in all aspects of tenancy management.

Procedure

Barriekneal Housing & Community Ltd will develop tenancy management practices that are in line with National Community Housing Standards.

Barriekneal Housing & Community Ltd will continually seek opportunities to grow to meet the needs of applicants and tenants.

Barriekneal Housing & Community Ltd will seek to provide a quality service to tenants and applicants and work well with other organisations and services within the community where there are tenants who may require additional assistance beyond simply providing them with housing.

Barriekneal Housing & Community Ltd will select tenants in line with these Policies.

Barriekneal Housing & Community Ltd will work with its applicants and tenants, particularly those who demonstrate a commitment to being housed, in order to establish and maintain successful tenancies.

Barriekneal Housing & Community Ltd aims to maximise the opportunity for its tenants to develop sustainable and fulfilling lives. Encouraging tenant participation, fostering community development, adequate asset maintenance as well as open housing management practices are essential aspects of community housing that assist tenants in achieving these goals. These activities are undertaken by Barriekneal Housing & Community Ltd within the context of limited resources.

Tenancy management practice is developed within this context. Barriekneal Housing & Community Ltd tenants are required to demonstrate a commitment to their tenancy by complying with community expectations, which are generally encapsulated within their Residential Tenancy Agreement.

Barriekneal Housing & Community Ltd will end tenancies where a tenant is unable to demonstrate a commitment to continued housing. This will be in accordance with prescribed legislation and in a manner that is consistent with the principles of natural justice.

Barriekneal Housing & Community Ltd will secure within its resources and guided by the median rent parameters calculated by the Rental Bond Board as published by Housing NSW, leasehold properties that accord with community standards and meet the individual needs of tenants.

Barriekneal Housing & Community Ltd will develop procedures to identify areas in which it can improve the quality of services to its tenants. Barriekneal Housing & Community Ltd will consistently monitor community needs as identified by a number of sources.

Starting a Tenancy
The applicant will be contacted in writing and made a formal offer of the available property.

The successful applicant will be requested to view the property.

If the applicant accepts the property, the following will be discussed:

- The date when the tenancy is to start
- The weekly rent payable
- The total amount including 2 weeks rent in advance and bond, to be paid on the day of signing the lease. (Depending on negotiations with payment of bond).

If the applicant accepts the property, then action is to start to commence their tenancy.

If the applicant declines the property:

- Their reasons are to be in writing and will be considered by the Board.
- A decision will be made whether the reasons are valid and accepted and if the offer of another property will be made.
- Barriekneal Housing & Community Ltd will make two (2) offers to each applicant before their application is placed at the bottom of the waiting list. A further offer will only be made in the case of extenuating circumstances.
- The Board will advise the applicant in writing of the decision within fourteen (14) days.
- The applicant will be informed of their right to appeal the decision refer to *Section 3.6 of the National Community Housing Standards Manual, Complaints and Appeals.*

Tenancy agreement
At the commencement of the tenancy the following will be issued by Barriekneal Housing & Community Ltd to the tenant:

- Completed and signed Residential Tenancy Agreement. Two (2) original versions are completed during the lease sign up with the Tenant receiving one (1) version and Barriekneal Housing & Community Ltd Housing & Community Ltd retaining one (1) version.
- Two (2) copies of the Condition Report. One (1) copy is to be returned to the Housing Manager within 7 days once the tenant has completed the tenant section.
- Copy of the New Tenant Checklist published by NSW Fair Trading
- Two (2) Sets of Keys
- Rent bank deposit Book if applicable.
- Bank account details if applicable.
- Barriekneal Housing & Community Ltd Housing and Tenancy Handbook including Complaints and Appeals procedures & Repairs & Maintenance procedures and tradespeople contacts
- Housing Guidelines Letter *Refer to Appendix D Housing Guidelines Letter*

Tenant File
The Housing Manager must create a tenant file containing the following documents:

- Residential Tenancy Agreement;
- Signed copy of condition Report (Tenant is then required to return one (1) of their copies to the Housing Manager within 7 days).
- Copy of bond lodgement form (if applicable)

Tenant under 18 years of age
It is the policy of Barriekneal Housing & Community Ltd not to house tenants under 18 years of age, unless in exceptional demonstrated circumstances.

If tenants under 18 are to be housed, they must understand the Residential Tenancy Agreement, which must be explained by a solicitor or the NSW Trustee and Guardian. The tenant's understanding is evidenced by a signed certificate of understanding (including a Rent Valuation Statement) from a solicitor or the NSW Trustee and Guardian.

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 tenant who has been offered the tenancy.
- The tenant appears to be intoxicated or under the influence of drugs.
- The tenant is behaving aggressively and causing a risk to others.
- It becomes apparent that the tenant does not understand what is going on (whether due to language difficulties or incapacity).
- It becomes apparent that the tenant does not have the necessary living skills to maintain a tenancy and there is no support plan to address the issue.
- The tenant 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 tenant's known housing and locational needs.
- The tenant does not have all required documents for sign up (such as identification, proof of income, etc.).
- Both participants of a joint tenancy are not present.
- Information on the Sign up Declaration conflicts with the tenant's eligibility for housing.

Additional Terms
Any additional terms included in a Residential Tenancy Agreement by Barriekneal Housing & Community Ltd will not contravene the rights of the tenant afforded by the Residential Tenancy Act 2010 or any other relevant legislation.

The following may be added to a Residential Tenancy Agreement entered into by Barriekneal Housing & Community Ltd:

- Rent review - the tenant will provide verification of his/her household income to Barriekneal Housing & Community Ltd every six (6) months as per the funding agreement and Barriekneal Housing & Community Ltd Rent Policy or as otherwise required by Barriekneal Housing & Community Ltd;
- Additional occupants - the tenant shall notify Barriekneal Housing & Community Ltd if any additional person occupies the property on a permanent basis;
- Income variation - the tenant shall notify Barriekneal Housing & Community Ltd within 14 days of their income varying, to have their rent re calculated;
- Personal occupancy - it is a requirement of this lease that the tenant shall personally occupy the dwelling
- Leasehold properties - where the property is a leasehold property, any additional terms included by the landlord/owner of property will be included as additional terms in Barriekneal Housing & Community Ltd agreement with the tenant

- Additional terms for leases of affordable properties are detailed in Affordable Tenancy Management
- No pets to be kept at the property unless application made and approval given

Joint Tenancies
Adult members of joint household will sign one Residential Tenancy Agreement in the name of all parties.

Inspection of residential premises by prospective buyers
Barriekneal Housing & Community Ltd or their agent, during which the tenant is in residence is entitled to enter the residential premises to show the premises to prospective buyers on a reasonable number of occasions, but only if the tenant:

- Is given reasonable notice of each occasion
- Agrees to the date and time of the inspection

Tenants to Keep Premises Reasonably Clean
Barriekneal Housing & Community Ltd, subject to adjustments to this definition according to law, defines the obligation of a tenant to keep their premises “reasonably clean” as “keeping premises, both internally and externally, in such a manner as to not attract vermin, not cause damage and to not be kept in such a manner so as to be considered by a reasonable person to be offensive, dirty and / or unkempt”.

Vacant housing
A property may become or stay vacant due to the following reasons:

- Current tenant moves out;
- Housing is not suitable to next approved applicant on the waiting list;
- Housing is not accepted by next approved applicant;
- Unable to house due to no available approved applicants on the waiting list.

Barriekneal Housing & Community Ltd will endeavour to minimise the turnaround time for vacant properties to no more than 30 days.

In the event that a property cannot be tenanted by suitable and eligible applicants on the waiting list, Barriekneal Housing & Community Ltd will offer the property to the next available applicant and charge appropriate rent for the family size and income.

Succession of tenancy
Any requests for succession of tenancy must be made in writing to the Board.
A Succession of Tenancy Request Form (*see Appendix F*) will be provided to the resident to complete and then returned to the Housing Manager as soon as possible.

The following rules apply:

The tenant passes away and...

Situation	**Succession to...**
Residing Aboriginal spouse	Succession to spouse
Residing non-Aboriginal spouse, no children residing	Board to apply to tribunal for vacant possession (90 days' notice to vacate)
Residing non-Aboriginal spouse, Aboriginal children residing	Succession to be negotiated between Board, and family
Aboriginal children only residing	Succession to be negotiated between Board, and guardian of children`
Residing adult Aboriginal children	Succession to be negotiated between Board and the adult children

The tenant leaves due to family breakdown and...

Residing Aboriginal spouse	Succession to spouse
Residing non-Aboriginal spouse, no children residing	Board to apply to tribunal for vacant possession (90 days' notice to vacate)
Residing non-Aboriginal spouse, Aboriginal kids residing	Succession to be negotiated between Board, and family

All other circumstances not dealt with in this policy will be negotiated and determined by the Board.

In the event of death of a tenant, the rental account will be finalised and any credits will be forwarded to the nominated immediate family member. Any outstanding debts owing will be paid out of the Bond.

Absence from Dwellings and Abandonment of Premises

A dwelling may be considered to be abandoned if the tenant (who has signed the Tenancy Agreement) has not been living in the dwelling for more than eight (8) weeks without approval. Any absences greater than six (6) weeks should be approved prior to the absence. If the tenant is away without approval, Barriekneal Housing & Community Ltd may terminate the tenancy or decide not to offer a further tenancy if the tenant is a on a fixed term Tenancy Agreement on the expiry of the fixed term lease. As Barriekneal Housing & Community Ltd dwellings are limited, this policy is to ensure that other people that are waiting to be housed also have the opportunity to rent a dwelling.

Tenants may apply to be away from their dwelling and return to it later. Absences of up to twelve (12) weeks may be approved, provided there is a valid reason for the absence and arrangements have been made for rent and the care of the dwelling.

Acceptable absences include:

- Caring for sick or frail family members;
- Sorry business;
- Hospitalisation, institutional care, nursing home care or rehabilitation;
- Escaping domestic violence, harassment or threats of violence;
- Holidays;
- Employment, education and training.
- Imprisonment

Repeated absences relating to holidays and employment/training should not be approved. Absences of more than twelve (12) months in total over a five-year period should not be approved.

During the absence, the tenant is responsible for the tenancy agreement regardless of any informal arrangements made. Any breaches of the Tenancy Agreement may result in Tribunal Action.

Examples of Breaches:

- Sub-letting the property;
- Not informing Barriekneal Housing & Community Ltd of any changes in household composition, number of people living in the property.

Other Absences (extended)

Other absences could be approved in special circumstances. The tenant could apply for an extended absence for circumstances relating to medical conditions or returning to their homeland and dealing with “sorry business”.

Abandoned Premises

If the residential premises appear to have been abandoned by the tenant, Barriekneal Housing & Community Ltd may apply to the NSW Civil and Administrative Tribunal (NCAT) for an Order to have the premises declared abandoned. Once such an Order is given, the premises are considered abandoned from the date specified on the Order.

Barriekneal Housing & Community Ltd or its authorised agent must present evidence to the Tribunal to support their claim that the premises have been abandoned. This may include statements from witnesses, notices of disconnection of electricity, telephone or gas, empty premises.

Indicators of abandonment of premises:

- Inactivity in the rent account, non-payment of rent for a period of six (6) weeks and no response to a series of attempts to contact tenant
- A tenant not living at the premises / or residing at a separate property (whether connected to the Barriekneal Housing & Community Ltd or otherwise)
- The premises appear abandoned
- Uncollected Mail
- Overgrown grounds

If it is believed that the premises are abandoned, action in the NCAT will be initiated to:

- Terminate the tenancy and obtain immediate possession.
- Rental arrears/debt recovery action will then be initiated.

Barriekneal Housing & Community Ltd has authority to take possession of the property on the day they believed it to be abandoned.

A tenant who abandons a residential premises is liable to pay compensation to Barriekneal Housing & Community Ltd for any loss (e.g. loss of rent) caused by the abandonment. Barriekneal

Housing & Community Ltd should take all reasonable steps to minimise any loss. If steps are not taken by Barriekneal Housing & Community Ltd to avoid the loss, compensation for that loss may not be recoverable.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO & Housing Staff will contribute to policies development, resolve any conflict between the systems developed and Board approved policy.

The CEO & Housing Staff are responsible for establishing, implementing and maintaining the tenancy management system and the procedures required to meet that system.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures of the tenancy management system.

Ending a Tenancy Policy

The purpose of this policy is to state the grounds and circumstances and actions to be taken when:

- A tenant ends a tenancy;
- Barriekneal Housing & Community Ltd (The Landlord) terminates a tenancy

Scope

This policy covers all Barriekneal Housing & Community Ltd tenants.

Definitions:

Tenant	Person who has a right to occupy residential premises under a Residential Tenancy Agreement
Co – Tenant	A person who shares equal rights and responsibilities under a Residential Tenancy Agreement
Spouse	Husband, wife or partner who is in a relationship with the tenant
Household Members	People living in the property and who are named as occupants on the Residential Tenancy Agreement, regardless of age or relationship to the tenant.

Reference to National Community Housing Standards

1.4 Ending Tenancies

The relevant housing standards for the ending tenancies policy are:

- National Community Housing Standard 1.4;
- Housing Act 2001 (NSW), Regulatory Code Performance Area 1.

Policy

Barriekneal Housing & Community Ltd are committed to ensuring the long term sustainability of tenancies within the context of maintaining the viability of the organisation. It will always endeavour to effectively resolve any breaches and disputes relating to the tenancy. Barriekneal Housing & Community Ltd sees the legal proceeding as a last resort when all possible avenues, both internal and external, of resolving the breach or dispute have been exhausted.

Barriekneal Housing & Community Ltd will treat tenants with empathy, respect, cooperativeness and diligence during this process. Barriekneal Housing & Community Ltd will advise tenants of their rights to support and advocacy and provide contact information of tenant's advisory services and other relevant support services. Barriekneal Housing & Community Ltd is committed to ensuring that the ending tenancies process comply with RTA's and NCAT's requirements, the principles of procedural fairness and natural justice and community housing sector best practice. To this end, Barriekneal Housing & Community Ltd will monitor and review its ending tenancies processes through internal audits and management reporting.

Barriekneal Housing & Community Ltd will only consider any legal action against ex-tenants where a breach by the ex-tenant has been fully determined and where any such action is taken ex-tenants will be treated fairly.

In any legal action taken in relation to a breach of a Residential Tenancy Agreement, Barriekneal Housing & Community Ltd will normally apply for a Specific Performance Order (SPO) at the first instance to enforce the agreed remedies to resolve the breach. If a tenant fails to comply with the SPO, Barriekneal Housing & Community Ltd will relist the matter with NCAT and seek orders of termination and possession.

Procedure

A residential tenancy agreement only terminates in circumstances set out in the Residential Tenancies Act 2010:

- If a landlord or tenant gives a termination notice in accordance with the Act and the tenant gives vacant possession of the residential premises;
- A residential tenancy agreement terminates if the Tribunal makes an order terminating the agreement under the Act.

Barriekneal Housing & Community Ltd will comply with the rights and obligations of a Landlord as stated in the Residential Tenancies Act 2010.

Tenants are expected to comply with the terms and conditions of their Residential Tenancy Agreement.

A tenant may end a tenancy on the following grounds by giving the stated notice in accordance with the Residential Tenancies Act 2010:

- End of fixed term agreement (Section 96)
- Termination of periodic agreement (Section 97)
- Breach of tenancy agreement by the landlord (Section 98)
- Rent increase during fixed term leases (Section 99)
- Early termination (Section 100)
- Termination by co-tenant of own tenancy (Section 101)
- Death of a co-tenant (section 78)

Barriekneal Housing & Community Ltd may end a tenancy on the following:

- End of a fixed term agreement (Section 84)
- Any time during a periodic tenancy agreement (Section 85) subject to CEO approval
- Sales of property (Section 86)
- Leasehold termination by landlord
- Breach of tenancy agreement (Section 87)
- Non-payment of rent or non-rent charges (Section 88)
- Serious damage or injury by tenant or other occupant (Section 90)
- Threat, abuse, intimidation and harassment (section 92)
- Use of premises for illegal purposes (Section 91)
- Death of a tenant (section 108)
- Domestic violence / AVO (Section 79)
- Abandonment of the premises (Section 106)
- Agreement frustrated –destruction of, or uninhabitable premises (Section 109)
- Tenant not eligible for social housing (Division 5 Section 143)
- Tenant offered alternative social housing premises (Division 5 Section 148)

Termination of Tenancy by the tenant

- If a tenant wants to end their tenancies, they should give:
- 14 days' notice if they are on a fixed term tenancy agreement. This notice can be served up to and including the last day of the fixed term.
- 21 days' notice if they are on a periodic or continuous tenancy agreement

The notice must

- Be in writing;
- State the address of the property and;
- State date when the tenant intends to move out;
- Be signed and dated.

The notice period is counted from the day after the notice is served.

Wherever possible when a tenant gives notice:

- The Housing Manager will send a standard reminder letter listing things that need to be done for return of bond.
- Arrangements will be made for key collection and a joint inspection of the property using the original condition report as a guide to gauge the current condition of the property.
- An outgoing condition report will be completed at the inspection. The tenant will be given up to 2 days to remedy any damage or cleaning omissions before the tenancy ends.
- A rent statement will be issued and the tenant will be given a chance to remedy any rent arrears before the tenant leaves the property.
- The tenant will be advised of any claim to be made on bond monies for damages beyond normal wear and tear and will be asked to sign a completed bond form.
- The Housing Manager will fax the completed Bond claim/release form immediately to the Rental Bond Board.
- Where possible, the tenant will be given an exit survey or interview prior to leaving, to establish satisfaction or otherwise with the tenancy, the quality of accommodation, any faults to be rectified, reasons for ending the tenancy, where moving to.

Termination Notice

A Termination Notice must set out the following:

- The residential premises concerned
- The day on which the Residential Tenancy Agreement is terminated and by which vacant possession of the premises is to be given
- If the notice is not given under RTA section 84 (end of fixed term by landlord), RTA section 85 (termination of periodic agreement by landlord), RTA section 96 (end of fixed term by tenant)
- or RTA section 97 (end of periodic agreement by tenant) of the Residential Tenancy Act 2010, the grounds for the notice
- Any other matters prescribed by the regulations

A Termination Notice must be in writing and be signed by the party giving the notice or the party's agent A Termination Notice for a periodic agreement may specify a day other than the last day of a period for the payment of rent as the termination date.

Termination Notice Periods
Barriekneal Housing & Community Ltd will inform the tenant in writing as to the reason for ending the tenancy. A notice of termination will be issued in accordance to the required time period set out in the Residential Tenancies Act (2010). The Termination Notice must specify a termination date in accordance with the notice periods set out below:

● No grounds notice to end a periodic tenancy (Sect 85), or ● Ending a periodic or fixed term tenancy which has expired.	● 90 days' notice plus 7 days postage and handling
● Ending a fixed term tenancy (Sect 84), or ● Sale of a leasehold property by a landlord (Sect 86) ● Breach of tenancy agreement (Sect 87) ● Death of the sole tenant (Sect 108) ● Agreement is frustrated (Sect 109)	● 30 days' notice before the end of the fixed term plus 7 days postage and handling
● Breach of tenancy agreement including non-payment of rent (Sect 88)	● 14 days' notice plus 7 days postage and handling
● Death of co-tenant (Sect 78)	● 21 days' plus 7 days postage and handling
● Tenant & occupant is causing serious damages or injury (Sect 90) ● Unlawful use of premises (Sect 91) ● Threat, abuse , intimidation & harassment (Sect 92)	● Without giving termination notice

Termination of Tenancy by Barriekneal Housing & Community Ltd
Barriekneal Housing & Community Ltd may at any time issue a Termination Notice to end a fixed term or periodic tenancy agreement.

Termination Notices may be issued for the following:

End of Residential Tenancy Agreement at the end of fixed term tenancy (Section 84)
Barriekneal Housing & Community Ltd may, at any time before the end of the fixed term tenancy, including a supported tenancy, give a Termination Notice for the tenancy agreement that is to take effect on or after the end of the fixed term.

The Termination Notice must specify a termination date that is on or after the end of the fixed term and not earlier than 30 days after the day on which the notice is given.

This section does not apply to a Residential Tenancy Agreement if the tenant has been in continual possession of the same residential premises for a period of 20 years or more and the fixed term of the agreement has ended.

Termination of periodic agreement (section 85)
A notice of termination pursuant to section 85 of the Residential Tenancies Act 2010 can only be issued where staff have prepared and submitted a briefing paper that provides a comprehensive

overview of the subject tenancy for consideration by the Board of Directors and has been approved by the Board of Directors.

This section does not apply to a Residential Tenancy Agreement if the tenant has been in continual possession of the same residential premises for a period of 20 years or more.

Termination for Sale of Premises (section 86)
Barriekneal Housing & Community Ltd may give a Termination Notice on the grounds that it has entered into a contract for the sale of the residential premises under which it is required to give vacant possession of the premises.

The Termination Notice must specify a termination date that is not earlier than 30 days after the day on which the notice is given.

Barriekneal Housing & Community Ltd must not give a Termination Notice under this section that specifies a termination date that is before the end of the fixed term if the Residential Tenancy Agreement is a fixed term agreement.

Leasehold Termination
Where a leased property is legally terminated by an agent or landlord and is not due to the actions of the tenant and if the eligibility criteria are still met, every attempt will be made to relocate the tenant to Barriekneal Housing & Community Ltd property before the termination notice expires. Where a property cannot be found immediately, the tenant will be encouraged to stay with a relative or friend for a short time until a vacancy occurs. Every support will be given to the tenant at this time.

a) Notice from the Landlord
Upon receiving formal notice from the landlord, Barriekneal Housing & Community Ltd as the head tenant, must then give termination notice to its tenants. Barriekneal Housing & Community Ltd must give the tenant the same notice period as it received.

b) Tenant Behaviour Issues
If a leasehold property's agent or landlord gives Barriekneal Housing & Community Ltd a termination notice due to property damage; care or neglect issues; abusive or obstructive behaviours; anti-social behaviour; or other valid reasons as per the Residential Tenancy Agreement; or a combination of all or any of the above, Barriekneal Housing & Community Ltd will issue termination notice and may not re-house the tenant.

Barriekneal Housing & Community Ltd may review the re-housing of a tenant given a termination notice, after the property is returned to the landlord or real estate agent and all outstanding disputes and accounts have been finalised. All accounts for cleaning or damage to the property must be paid for by the tenant prior to re-housing.

Barriekneal Housing & Community Ltd will advise the tenant of other housing options and assist in placing the tenant back on the Waitlist.

Termination for Breach of Agreement (Section 87)
Barriekneal Housing & Community Ltd may give a Termination Notice on the ground that the tenant has breached the Residential Tenancy Agreement.

The Termination Notice must specify a termination date that is not earlier than 14 days after the day on which the notice is given.

The Termination Notice may specify a termination date that is before the end of the fixed term of the Residential Tenancy Agreement if it is a fixed term agreement. Before issuing the termination notice, the Housing Manager has to:

- Confirm the tenant has breached the Residential Tenancy Agreement
- Confirm any steps taken by the tenant to remedy the breach
- Confirm any steps taken by Barriekneal Housing & Community Ltd to remedy the breach
- Note previous breaches
- Note the previous history of the tenancy
- Confirm the breach is, in the circumstances of the case, sufficient to justify termination of the agreement
- Confirm that the appropriate approval has been obtained

Termination for non–payment of rent (Section 88)
A Termination Notice may be given by Barriekneal Housing & Community Ltd on the ground of a breach of the Residential Tenancy Agreement solely arising from failure to pay rent (a non–payment Termination Notice) has no effect unless the rent has remained unpaid in breach of the agreement for not less than 14 days before the notice is given.

The Termination Notice must inform the tenant that the tenant is not required to vacate the residential premises if the tenant pays all the rent owing or enters into, and fully complies with, a repayment plan agreed with Barriekneal Housing & Community Ltd.

Negotiate with the tenant an amiable repayment plan for the rent owing and document the agreement in a set template. Get the tenant to sign off the agreement and provide the tenant with a signed copy of the agreement.

Despite any other provisions of this part, Barriekneal Housing & Community Ltd may apply to NCAT for a Specific Performance Order (Section 187 (1) (b)) in the first instance and thereafter a termination order, if the history of the tenancy substantiates such an order to be applied.

A Termination Notice of the Residential Tenancy Agreement, and any warrant for possession, cease to have effect if the tenant pays all the rent owing or enters into, and fully complies with, a repayment plan agreed with Barriekneal Housing & Community Ltd and the tenant has not vacated the residential premises.

If a tenant repays all the rent owing, or enters into, and fully complies with, a payment plan agreed with Barriekneal Housing & Community Ltd, Barriekneal Housing & Community Ltd must notify:

- The NCAT, if Barriekneal Housing & Community Ltd has applied to the NCAT for a Termination Order on the ground of non–payment of rent and the application has not been finally dealt with, or
- The Sheriff, if a Termination Order has been made and a warrant for possession of the residential premises has been issued but has not been enforced by the Sheriff.

If the tenant fails to comply with the repayment plan, Barriekneal Housing & Community Ltd will apply to the NCAT for relisting of the case and seek for a Termination and Possession order.

Serious damage or injury by tenant or other occupant (Section 90)
Barriekneal Housing & Community Ltd, may make a Termination Order without giving the tenant a Termination notice, if it is satisfied that the tenant or any person who although not a tenant is occupying or jointly occupying the residential premises, has intentionally or recklessly caused or permitted:

- Serious damage to the residential premises or any neighbouring property (including any property available for use by the tenant in common with others, or

- Injury to the staff, its agents, contractors, or an occupier or person on a neighbouring property or premises used in common with the tenant.

The Termination Order may specify that the Order for Possession takes effect immediately.

In this section: neighbouring property means:
- A property adjoining or adjacent to the residential premises, or
- A property owned by the landlord in the general locality of the premises

Assault of staff member, landlord or contractor
- Remove yourself from the situation
- Inform the Police and get the event number (note the Event number on Chintaro)
- Seek medical assistance
- Photograph any bruises, scratches, cuts, damage etc.
- Make detailed notes on Chintaro
- If there are any witnesses, please ask for a written statement and record in Chintaro
- Inform the CEO and Board of Directors
- Apply to the NCAT for Termination Order with immediate effect, for threat, abuse intimidation or harassment under Section 92 of the RTA
- Inform the CEO of the incident regarding the possible Workers Compensation Insurance Company claim by staff member.

Threat, abuse, intimidation or harassment (Section 92)
Barriekneal Housing & Community Ltd, may make an application to the NCAT for an order of termination without giving the tenant a Termination Notice, if it is satisfied that the tenant, or any person who although not a tenant, is occupying or jointly occupying the residential premises, has:
- Seriously or persistently threatened or abused the landlord (or Barriekneal Housing & Community Ltd), the landlord's agent or any employee or contractor of the landlord (or Barriekneal Housing & Community Ltd) or landlord's agent, or caused or permitted any such threats, abuse or conduct, or
- Intentionally engaged, or intentionally caused or permitted another person to engage in conduct in relation to any such person that would reasonably likely to cause the person to be intimidated or harassed (whether or not any abusive language or threat has been directed towards the person).

Additional procedure to manage Threatening Behaviours:
It is the priority of Barriekneal Housing & Community Ltd to ensure the safety of staff, landlords and contractors. If a staff member feels unsafe, ensure there is two staff present for any inspection. Staff are not to be put in a vulnerable position or at risk of harm.

Immediately after any incident the Housing Manager and/or other attending staff are to write an Incident Report and add to the Tenants manual file.

Alerts for threatening behaviour:
Use relevant Chintaro system to manage an alert system that allows staff to categorise current tenants.

Green: Tenant has not displayed any threatening behaviour or any history of threatening behaviour.

Amber: approach with caution - tenant has a history of becoming verbally abusive, has severe mental health issues with the potential of becoming violent, known drug and / or alcohol addiction with previous violence.

Red: 2 staff contact at all times - tenant that has made threats of violence or harm, severe mental illness with history of violent episodes, tenant has physically assaulted staff, contractor, landlord or another tenant.

Threat received over the phone.

- Tell the person if they persist (threatening, swearing) that you will terminate the telephone call and you will discuss their problem at a later date;
- Note the details of the threat i.e. date, time what was said, any witnesses, on Chintaro. Ensure your notes are detailed as the note can be used at NCAT;
- Inform your CEO
- Send the Form letter (threat intimidation or violence) to the tenant;
- Incident report to CEO within 24 hours.

Threat received at office or residential premises

- Tell the person if they persist (threatening or swearing) behaviour that you will leave (or walk away if at the office) and discuss at a later date;
- Note the details of the threat i.e. date, time, what was said, any witnesses, on Chintaro. Ensure your notes are detailed as the notes can be used at NCAT;
- Inform your CEO
- Send the Form letter (threat intimidation or violence) to the tenant;
- Incident report to the CEO within 24 hours.

Threat received by a Contractor

- If a contractor receives a threat at a property, the contractor is to write a report and send it to the Housing Manager within 24 hours
- The Housing Manager will ask the tenant for a written report on the incident
- If the result is not clear, the incident will be investigated by an independent person from the Housing Manager. If the result of the independent investigation shows the tenant is in the wrong a report will be written and presented to the CEO. The tenant will have the incident recorded on their tenant file in Chintaro and a form letter sent to the tenant.
- If the result of the independent investigation shows the contractor is in the wrong the Housing Manager will call the contractor in for a face to face meeting. The incident will be recorded on the Contractors file in Chintaro and a formal letter sent to the contractor.
- The second time the same tenant threatens a staff member, a landlord or their agent or a contractor it is again to be noted on Chintaro. The Housing Manager is to make immediate application to the NCAT for a hearing seeking orders of termination of the residential tenancy agreement and possession of the property. You do not have to issue a Termination Notice before applying to the NCAT for threat, abuse, intimidation or harassment.

Use of premises for Illegal Purposes (Section 91)

Barriekneal Housing & Community Ltd, may make application to the NCAT for terminating a tenancy without giving the tenant a Termination Notice, if it is satisfied that the tenant, or any person who although not a tenant, is occupying or jointly occupying the residential premises, had intentionally or recklessly caused or permitted:

- The use of the premises or any property adjoining or adjacent to the premises for the purpose of the manufacture, sale, cultivation or supply of any prohibited drug within the meaning of the Drug Misuse and Trafficking Act 1985, or
- The use of the residential premises for any other unlawful purpose and that the use is sufficient to justify the termination.

The Termination Order may specify that the Order for Possession takes effect immediately.

Death of a tenant (Section 108)
When a sole tenant dies, the tenancy does not immediately end. Either Barriekneal Housing & Community Ltd or the person responsible for the deceased tenant's estate can give a termination notice to the other person to end the tenancy in accordance with section 108 of RTA. The termination date can be before the end of the fixed term for fixed term agreements.

The legal personal representative of a deceased tenant who is given a Termination Notice by the landlord may give vacant possession of the residential premises at any time before the termination date specified in the Termination Notice.

The estate of the deceased tenant is not liable to pay any rent for any period after the legal personal representative gives vacant possession of the residential premises and hands back the keys, and before the termination date.

Barriekneal Housing & Community Ltd recognises that there may be cultural or religious reasons why the person responsible for the deceased tenant's estate needs to keep possession of the property for a period of time following the tenant's death. Barriekneal Housing & Community Ltd will consider such requests on a case by case basis. Adequate justification must be provided. Rent must be paid until the property is returned to Barriekneal Housing & Community Ltd.

Where there are other members of the household they may apply for Succession of Tenancy.

Additional procedure for termination due to the death of Tenant:

- Finalising of Accounts
- In order to refund rent credits and/or bond refund to deceased tenant estates, the Finance Department requires a signed written request from the Beneficiary or Executor of the estate. The written request must provide details of the beneficiary's bank details if the refund is to be paid into a bank account.

The written request can be from any of the following:

a) a legal practitioner, acting on behalf of the estate or family of the deceased person; or
b) Either the Beneficiary, or the Executor named in the will of the deceased, may claim in place of the deceased by providing a copy of the death certificate and the will.

Where a person dies without leaving a will, any entitlement to a refund may be claimed by the person appointed as administrator of the estate. An administrator should provide evidence of their appointment.

Where no administrator has been appointed, application may be made as follows:

- By the spouse (or de facto) or children of the deceased. De facto applications will be considered where the evidence (by statutory declaration), provided that the person has been in a relationship for two years or more, or is the parent or the child of the deceased
- In the absence of a spouse or children, by the parents of the deceased
- If the deceased is not survived by a spouse, children or parents, brothers or sisters of the deceased may make application for refund.

Death of a co-tenant
On the death of a co-tenant leaving one or more other co-tenants under a Residential Tenancy Agreement, the remaining co-tenants may continue the tenancy, or give the landlord a Termination Notice that has a termination date not earlier than twenty-one (21) days after the day on which the notice is given.

If a tenancy is continued under this section, the remaining co-tenants are taken to be the only tenants under Part Section 78 Residential Tenancy Act 2010 on and from the death of the deceased tenant. The household rent must be recalculated on the basis of the surviving tenant/s.

This section applies whether or not the fixed term of the Residential Tenancy Agreement has ended if it is a fixed term agreement.

Additional procedure for termination due to the death of a co-tenant:

- Finalising of Accounts
- In order to refund rent credits and/or bond refund to deceased tenant estates, Barriekneal Housing & Community Ltd requires a signed written request from the Beneficiary or Executor of the estate. The written request must provide details of the beneficiary's bank details if the refund is to be paid into a bank account.

The written request can be from any of the following:

a) a legal practitioner, acting on behalf of the estate or family of the deceased person; or
b) Either the Beneficiary, or the Executor named in the will of the deceased, may claim in place of the deceased by providing a copy of the death certificate and the will.

Where a person dies without leaving a will, any entitlement to a refund may be claimed by the person appointed as administrator of the estate. An administrator should provide evidence of their appointment.

Where no administrator has been appointed, application may be made as follows:

- By the spouse (or de facto) or children of the deceased. De facto applications will be considered where the evidence (by statutory declaration), provided that the person has been in a relationship for two years or more, or is the parent or the child of the deceased
- In the absence of a spouse or children, by the parents of the deceased
- If the deceased is not survived by a spouse, children or parents, brothers or sisters of the deceased may make application for refund.

Change of tenants after Apprehended Violence Order (Section 79)
Also refer to Domestic Violence and Harassment

Where a final Apprehended Violence Order has been issued to the co-tenant or tenant from having access to the residential premises, Barriekneal Housing & Community Ltd will issue a notice of termination to the tenant or co-tenant. Such a termination of tenancy will not affect the tenancy of any co-tenant not subject to the order.

The remaining occupant or co-tenant not subject to the Order may apply to for the transfer of the tenancy under Section 79 Change of tenants after AVO of the Residential Tenancy Act 2010.

Abandoned premises and Goods (Section 106)
Barriekneal Housing & Community Ltd is reasonably sure that the tenant has abandoned the property, it will make an immediate application to NCAT for an order to declare the property abandoned and take possession of it under Section 106 of the Residential Tenancies Act (2010).

Before Barriekneal Housing & Community Ltd takes any action, the Housing Manager must be certain the tenancy has ended. This is particularly important if Barriekneal Housing & Community Ltd or the tenant has not given notice to end the agreement. The premises may look abandoned but the tenant may have gone on holiday, away for work, or be in hospital.

Check with the neighbours, the tenant's workplace or try contacting their mobile phone or email address. If there are doubts about whether the premises have been abandoned, Barriekneal Housing & Community Ltd can apply to the NCAT. If no doubt exists, Barriekneal Housing & Community Ltd do not need a Tribunal order and can simply change the locks to secure the premises and deal with any goods that have been left behind.

Abandoned Goods
Procedures for disposal or storage of other goods will be as laid down in Division 2 Section 127, 128, 129, 130 and 131 of the Residential Tenancies Act (2010).

Tenants are responsible for ensuring that all of their belongings are removed from the premises at the end of the tenancy. However, from time to time, tenants leave things behind for various reasons. It may be a genuine oversight or a deliberate or unavoidable act by the tenant. Regardless of the circumstances, landlords and agents must follow the correct process when goods have been left behind.

Before Barriekneal Housing & Community Ltd takes any action the Housing Manager must be certain the tenancy has ended.

a) Rubbish and perishable items
Barriekneal Housing & Community Ltd can dispose of any rubbish or perishable items left behind by the tenant immediately. For example, a broken chair and a pile of old newspapers, perishable food left in a cupboard or dying pot plants in the yard. Barriekneal Housing & Community Ltd does not have to notify the tenant or get their consent to dispose of such items. However, the Housing Manager must be reasonably sure that what is being disposed of is in fact rubbish. If there are any doubts it is advisable to treat the items as goods of value.

b) Notice required
If items other than rubbish have been left behind Barriekneal Housing & Community Ltd must attempt to notify the former tenant. The Housing Manager needs to try to tell them that their goods will be disposed of after a certain time if they are not collected. This can be done in writing (mailed to a forwarding address if known or to the property in case the tenant is having their mail redirected), in person or over the telephone. If after 2 days, the Housing Manager has not been able to contact the former tenant they can leave a notice in a prominent position somewhere on the premises (e.g. stuck to the front door). If the goods are obviously leased the Housing Manager should also contact the rental company.

c)Storage of goods
Goods of value could include such things as furniture, electrical items and clothing. If these goods have been left behind by the tenant, they need to be stored in a safe place. This could be either on the premises or somewhere else. Goods of value need to be kept for at least 14 days from the day the tenant is notified to come and collect them.

d) Personal documents
Different rules are in place when dealing with personal documents left behind by a tenant. Personal documents are defined under the RTA as being:

- A birth certificate, passport or other identity document;
- Bank books or other financial statements or documents;
- Photographs and other personal memorabilia (e.g. medals and trophies);
- Licences or other documents conferring authorities, rights or qualifications
- Any other record, or class of record, prescribed by the regulations.

Personal documents left behind by a tenant need to be kept in a safe place for at least 90 days from the day notice has been given to the tenant. This longer period recognises the importance or sentimental value of such items.

Tenant reclaiming goods
The former tenant or anybody else with a legal interest in the goods (e.g. the tenant's ex-housemate or a goods hire company) can reclaim the goods at any time they remain in Barriekneal Housing & Community Ltd possession. A suitable time and day for collection needs to be agreed

upon. Barriekneal Housing & Community Ltd cannot refuse to return the belongings, even if the former tenant owes rent or money for some other reason.

Generally, goods left behind can be reclaimed free of charge. However, Barriekneal Housing & Community Ltd can charge an 'occupation fee' to the person claiming the goods if enough goods were left to prevent Barriekneal Housing & Community Ltd from renting the premises. An occupation fee (equal to a day's rent) can be charged for each day the goods are held, whether they are stored on the premises or elsewhere, up to a maximum of 14 days, even if Barriekneal Housing & Community Ltd chooses to hold the goods for longer.

Barriekneal Housing & Community Ltd charges an occupation fee for up to 14 days and, if not paid, the debt is pursued through the Rent Arrears collection policy.

Disposal of unclaimed items

If the former tenant fails to reclaim the goods within the 14 days Barriekneal Housing & Community Ltd can choose to:

- Donate the goods to charity (e.g. leave clothes in a clothing bin or arrange for furniture etc to be collected), or
- Dispose of the goods in a lawful manner (e.g. take them to the tip or organise a council collection if such a service is available in the area); or
- Keep the goods in the property if they are useful fixtures and fittings (e.g. curtains); or
- Sell the goods for fair value and give the proceeds to the tenant (credited by Barriekneal Housing & Community Ltd to tenant's account less the occupation fee and reasonable costs of the sale) or send it to the Office of State Revenue after 6 years as unclaimed money.
- No goods are to be given or sold to Barriekneal Housing & Community Ltd staff, their relatives or friends in line with Conflict of Interest Guidelines.

Unclaimed personal documents can be disposed of after the 90 days in an appropriate manner, such as by returning to the issuing authority (wherever possible) or by shredding.

If Barriekneal Housing & Community Ltd has followed the law correctly, it is protected if the tenant comes back later about the goods. However, if the law was not followed Barriekneal Housing & Community Ltd could be ordered by the Tribunal to pay compensation to the tenant. This could include any damage to the items while they were in Barriekneal Housing & Community Ltd possession.

Barriekneal Housing & Community Ltd (The Landlord) remedies on abandonment

The NCAT may, on application by a landlord, order a tenant to pay compensation to the landlord for any loss (including the loss of rent) caused by the abandonment of the residential premises by the tenant.

The landlord must take all reasonable steps to mitigate the loss and is not entitled to compensation for any loss that could have been avoided by taking those steps.

The compensation payable by a tenant under this section in respect of a fixed term agreement is limited to the amount of the applicable break fee for the tenancy if the agreement provides for such a limitation.

The break fee for a fixed term agreement for a fixed term of not more than three years is:

- An amount equal to six weeks rent if less than half of the fixed term had expired when the premises were abandoned
- An amount equal to four weeks rent in any other case

The break fee for a fixed term agreement for a fixed term of more than three years is the amount set out in subsection (4) above or, if an amount is specified in the agreement, the amount specified. An agreement must not specify a break fee exceeding the amount (if any) specified by the regulations.

The amount of money paid by a tenant to a landlord on terminating a fixed term agreement before the end of the fixed term or before otherwise abandoning the premises (other than money) previously due to the landlord under Residential Tenancy Agreement, is to be deducted from any amount payable to the landlord under this section.

This section does not prevent a landlord from obtaining an occupation fee for goods left on the residential premises.

Tribunal Orders - Goods
Barriekneal Housing & Community Ltd can apply for an order from the Tribunal as to what to do with the goods if the tenant abandons the premises or dies. However, this may take a few weeks and the Tribunal may tell Barriekneal Housing & Community Ltd just to follow the same process set out above. Barriekneal Housing & Community Ltd can apply for an order if there is a dispute about the payment of the occupation fee.

Agreement frustrated – destruction of, or uninhabitable, premises (Section 109)
This section applies if residential premises under a Residential Tenancy Agreement are, (other than as a result of a breach of an agreement) destroyed or become wholly or partly uninhabitable or cease to be lawfully usable as a residence, or are appropriated or acquired by a higher authority.

The landlord or the tenant may give the other party a Termination Notice.

The Termination Notice may end the Residential Tenancy Agreement on the date that the notice is given.

The Termination Notice may specify a termination date that is before the end of the fixed term of the Residential Tenancy Agreement (if it is a fixed term agreement).

The NCAT, on application by a landlord or tenant, make a Termination Order if it is satisfied that a Termination Notice was given in accordance with this section and that this section applies to the residential premises.

Vacating Properties Procedure

The following procedure applies to end of tenancies:

- The Housing Manager will send a standard reminder letter listing things that need to be done for return of bond.
- The end-of-tenancy inspection will be completed with the tenant present or without the tenant present if they refuse to attend, within two working days of the notification being received that property is becoming vacant.
- An outgoing condition report will be completed at the inspection. The tenant will be given up to 2 days to remedy any damage or cleaning omissions before the tenancy ends.

- However, if the tenant is unable to have the work rectified within two days, a work order will be raised and sent to Barriekneal Housing & Community Ltd contractors to rectify the work, and the cost will be passed on to the tenant.
- It is recognised that there is an imperative to have the property relet within 14 days and there will not be any undue delays.

- A rent statement will be issued and the tenant will be given a chance to remedy any rent arrears before the tenant leaves the property.
- The tenant will be advised of any claim to be made on bond monies for damages beyond normal wear and tear and will be asked to sign a completed bond form. The Housing Manager or appropriate staff member in the finance department will fax the completed Bond claim/release form immediately to the Rental Bond Board.
- The tenant will be given an exit survey or interview prior to leaving if possible, to establish satisfaction or otherwise with the tenancy, the quality of accommodation, any faults to be rectified, reasons for ending the tenancy, where moving to.

NCAT – Special Performance Order, Termination & possession order
Where a tenant has breached a term of their tenancy agreement, they will be advised in writing and given every opportunity, support and assistance to rectify the problem.

Where there is a serious breach and the tenant does not rectify the problem, it may be necessary to proceed with action for termination of the tenancy agreement and possession of the premises.

Wherever appropriate Barriekneal Housing & Community Ltd will apply to the NCAT for a Specific Performance Order (SPO) rather than an order for termination and possession. Failure to abide by a SPO will mean that Barriekneal Housing & Community Ltd can request the matter be re-listed by the NCAT and an Order for Termination and Possession sought.

When making an application for a hearing at the NCAT approval must be sought from the Housing Manager.
In this situation:
- Due legal process laid down by the RTA will be followed;
- The tenant will be advised in writing at each step and invited to discuss the situation with the Housing Manager;
- The tenant will be referred to the Tenancy Advice and Advocacy Service or other advocates as appropriate;
- The tenant will be encouraged to attend any Tribunal Hearings to attempt conciliation;
- Attempts to resolve the issues will continue until the NCAT ruling is made;
- Once the NCAT has made its decision, no further negotiations will be entered in to;
- The tenant will be treated with respect and consideration during the whole process;
- All transactions carried out with tenants at any time will be through a fair and transparent process.
- All processes will be documented;
- The tenant will be given advice on other housing options and referred when possible to support services;
- The CEO & Board of Director will be notified of all eviction decisions in monthly management reporting.

Eviction
If Tenant has not vacated by the date specified in the Termination Order, Barriekneal Housing & Community Ltd will apply to the NCAT for a Warrant of Possession. At this point the Sheriff's office will enforce the warrant under Section 120 of the Residential Tenancies Act (2010). Approval must be sought from the CEO before the application of a warrant of possession.

Rent References
Barriekneal Housing & Community Ltd will provide a full written reference at tenant's request only if:
- The rent is up to date & has been paid regularly for at least the previous 6 months;
- There are no complaints against them;
- Notice has been properly given;
- The property has been left in acceptable condition; and

- The keys returned to Barriekneal Housing & Community Ltd.

The reference will be signed by the CEO, once verified the tenant has complied with the above conditions.

On ending a tenancy, Barriekneal Housing & Community Ltd will record information and categorise the tenant in Housing NSW Pathways database, as required under Housing NSW policy, as either:

- Satisfactory;
- Less than satisfactory; or
- Unsatisfactory.

Appealing Decisions

If a tenant disagrees with a decision Barriekneal Housing & Community Ltd has made in issuing a Notice of Termination of a tenancy, they should first discuss their concerns with their Housing Manager. The next step, if they still believe Barriekneal Housing & Community Ltd made the wrong decision, is to ask for an internal review of the decision. For information on Barriekneal Housing & Community Ltd Appeals process refer to *Section 3.6 of the National Community Housing Standards Manual, Complaints and Appeals.*

Eligibility Assessments of social housing tenants

Under Part 7 Division 5 Subdivision 144 Residential Tenancies Act 2010 Barriekneal Housing & Community Ltd as the 'landlord' of a social housing tenancy agreement may give a termination notice to the tenant on the ground that the landlord has determined, as the result of an assessment carried out under this Division, that the tenant is not eligible to reside in the class of social housing premises to which the agreement applies (the eligibility ground). (N.B. Currently only for affordable and NRAS Programs).

1. In carrying out an assessment of the eligibility of a tenant under a social housing tenancy agreement to reside in the class of social housing premises concerned, the landlord is to apply the criteria approved by the appropriate minister for the purposes of this section
2. Any such criteria may differ from the criteria used to assess a person's eligibility to commence residing in that class of social housing premises
3. The criteria used for the purposes of an assessment, must not relate to whether or not the tenant has complied with any term of the agreement
4. The landlord may request the tenant to provide any information that is reasonably required to enable the landlord to determine whether the tenant meets the criteria for the purposes of an assessment under this section
5. If the tenant refuses to provide such information to the landlord. The landlord may determine, without further enquiry, that the tenant is not eligible to reside in the class of social housing premises concerned
6. In the case of a fixed term agreement, an assessment may not be carried out earlier than six months before the end of the fixed term
7. The criteria referred to in this section are to be made publicly available
8. A copy of the criteria is to be provided, on request, to any tenant under a social housing agreement free of charge and to other persons either free of charge or on payment of reasonable copying charges.

N.B. Currently only for affordable and NRAS Programs

A Termination Notice of a social housing tenancy agreement is not to be given by a landlord to a tenant on the eligibility ground before the latter of the following:

- The end of the 30-day period within which the tenant may apply for a review under the social housing division of the decision to give the Termination Notice
- The end of any such review carried out in respect of that decision

The Termination Notice must specify a termination date:

- In the case of a fixed term agreement – that is on or after the end of the term of the fixed term and not earlier than 90 days after the day on which the notice is given, Or
- In the case of a periodic agreement – that is not earlier than 90 days after the day on which the notice is given

Termination by Tribunal on eligibility grounds

The NCAT must, on application by the landlord under a social housing agreement, terminate the agreement on the eligibility ground if it is satisfied that.

Any notice required to be given, or any review required to be carried out, was given or carried out in accordance with the social housing division before giving the Termination Notice on the eligibility ground.

A Termination Notice has been given in accordance with the Social Housing Division of the Residential Tenancy Act 2010.

The landlord has determined, as a result of an assessment under the Social Housing Division of the Residential Tenancy Act 2010, which the tenant is not eligible to reside in the class of social housing premises to which the agreement applies.

In deciding whether or not to make an order, the Tribunal is not to review the eligibility of the tenant to reside in the class of social housing premises to which the agreement applies.

Termination Notice may be given on ground that tenant offered alternative social housing premises

A landlord under a social housing tenancy agreement may give a Termination Notice to the tenant on the ground that the landlord has offered to enter into a new social housing tenancy agreement with the tenant in respect of alternative premises to the premises the subject the existing social housing tenancy agreement (the alternative premises ground) and the tenant has failed to accept, or has rejected the offer.

Review of decision to give Termination Notice on ground that tenant offered alternative social housing premises

Notice to be given before Termination Notice. Before giving a Termination Notice to the tenant on alternative premises ground, the landlord is to advise the tenant of the decision to do so by notice in writing.

The landlord may make an offer to enter into a new social housing tenancy agreement and give notice of the decision at the same time.

Right to review. A notice under this section must:

- Contain particulars of the reasons why the landlord wants the tenant to move to alternative premises
- State that the tenant may apply to the landlord for a review of the decision within 14 days after the notice is given and give particulars of how such an application may be made,
- State that the tenant is entitled to make representations to the landlord in writing, or (if the tenant wishes) orally, as to why the existing agreement should not be terminated

The tenant may, in accordance with the notice:

- Apply to the landlord for a review of the decision
- Make representations in writing, or (if the tenant wishes) orally. To the landlord as to why the existing agreement should not be terminated

If the tenant applies to the landlord for a review under this section, the landlord is to review the decision, in accordance with any procedures approved by the appropriate minister, and consider any representations made by the tenant.

Decision of the landlord following review:

After the review is carried out, the landlord may;

- Give a Termination Notice on the alternative premises ground
- Advise the tenant, by notice in writing, that the landlord has decided not to give the Termination Notice
- Make a new offer to the tenant to enter into a new social housing tenancy agreement in respect of alternative premises that differ from those the subject of the offer in respect of which the review was carried out

Right to second review of new offer made:
If a new offer is made under Part 7 Division 5 Section 149 paragraph 7 (6) (c), subsections 1-6 apply in relation to giving a Termination Notice in connection with the new offer. Accordingly, the landlord is required to give a second notice and the tenant is entitled to a second review, under this section. However, the landlord is not required to give any further notice, and the tenant is not entitled to any further review under this section in relation to giving a Termination Notice following a second review.

Procedural fairness taken to have been observed. If the landlord complies with this section, the landlord is taken to have complied with any rules of procedural fairness required to be observed by the landlord before giving a Termination Notice on the alternative premises ground.

Time periods to be observed in giving Termination Notice on ground that tenant offered alternative social housing premises

- A Termination Notice of a social housing tenancy agreement is not to be given to the tenant on the alternative premises ground before the latter of the following:
- The end of the 14-day period within which the tenant may apply for any review of the decision to give the Termination Notice
- The end of any such review carried out in respect of that decision

However, if the landlord and tenant enter into a new social housing tenancy agreement before the end of that 14-day period or any such review, the Termination Notice may be given on or after the day on which they enter the new agreement.

The Termination Notice must specify a termination date that is not earlier than 30 days after the day on which the notice is given, unless it specifies an earlier day to which the tenant has consented.

The Termination Notice is ineffective unless the alternative premises, in connection with which the Termination Notice is given, are available for occupation no later than seven days before the termination date.

The Termination Notice may specify a termination date that is before the end of the fixed term of the social housing tenancy agreement if is a fixed term agreement.

Termination by Tribunal on alternative premises grounds
The NCAT, on application by the landlord under a social housing tenancy agreement, may terminate the agreement on the alternative premises ground if it is satisfied that:

- Any notice required to be given, or any review required to be carried out, was given or carried out in accordance with the social housing division of the Residential Tenancy Act 2010, Part 7 before giving the Termination Notice on the alternative premises ground
- A Termination Notice has been given in accordance with the social housing division under Part 7 Division 5 Section 151 Residential Tenancy Act 2010
- The landlord has offered to enter into a new social housing tenancy agreement with the tenant in respect of the alternative premises to the premises the subject of the existing agreement
- Alternative premises (which may or may not be the same as the alternative premises in connection with the notice was given) are available for occupation by the tenant.

In deciding whether or not to make an order, the NCAT is not to review the landlord's reasons for making the offer concerned.

Termination by Tribunal of social housing tenancy agreements for breach
In determining whether to terminate a social housing tenancy agreement on the ground of a breach by the tenant, the NCAT is to have regard to such of the following matters as may be relevant:

- Any serious adverse effects the tenancy has had on neighbouring residents or other persons
- Whether any breach of the agreement was a serious one, and whether, given the behaviour or likely behaviour of the tenant, a failure to terminate the agreement would subject, or continue to subject, neighbouring residents or any persons or property to unreasonable risk,
- The landlords responsibility to its other tenants Whether the tenant, wilfully or otherwise, is or has been in breach of an order of the NCAT
- The history of the tenancy concerned, including any prior tenancy of the tenant arising under a social housing agreement.

This section does not limit any other matters that may be considered by the NCAT under any other provision of this Act.

Retaliatory Evictions
The NCAT, on application by a tenant or when considering an application for a Termination Order or in relation to a Termination Notice may:

- Declare that a Termination Notice has no effect
- Refuse to make a Termination Order

If it is satisfied that a Termination Notice given or application made by the landlord was a retaliatory notice or a retaliatory application.

The NCAT may find that a Termination Notice is a retaliatory notice or that an application is a retaliatory application if it is satisfied that the landlord was wholly or partly motivated to give the notice or make the application for any of the following reasons:

- The tenant had applied or proposed to apply to the NCAT for an order.
- The tenant had taken or proposed to take any other action to enforce a right of the tenant under the Residential Tenancy Agreement, The Residential Tenancy Act 2010, or any other law
- An order of the NCAT was in force in relation to the landlord and tenant

A tenant may make an application to the NCAT for a declaration under this section before the termination date and within the period prescribed by regulations after the Termination Notice is given to the tenant.

Mortgagee repossessions of rented properties
This section applies if a Residential Tenancy Agreement is terminated because the mortgagee in respect of the residential premises becomes entitled to possession of the premises and the former tenant under that agreement is given notice to vacate the premises by the Sheriff.

The former tenant who is holding over after termination of the Residential Tenancy Agreement:

- Is not (during the period of 30 days following the date on which the tenant is given the notice to vacate) required to pay any rent, fee or other charge to occupy the residential premises
- If the former tenant has paid any rent in advance for any part of that period, the tenant is entitled to be repaid the amount of that rent

Debt Collection
Outstanding debts need to be monitored and managed by the Finance & Administration Manager. Recommendations are made for any debts that are unlikely to be recovered and marked either doubtful or bad debt status. The Housing and Finance Managers will report recommendations to the CEO.
The Finance Manager reports monthly to the CEO on the status of the debt recovery process. CEO Reports to the Board monthly on the debt recovery process. Recommendations from the Finance Manager to the CEO are provided quarterly for bad debts to be written off by the Board.

Responsibilities
The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Management Review
Barriekneal Housing & Community Ltd is able to end tenancies in accordance with the provisions of the RTA.
CEO to monitor fair and consistent policy;
Housing Manager to effectively manage ending of tenancies in accordance with Barriekneal Housing & Community Ltd Policy and Procedures.

Changing Needs of Tenants

Scope
To define the ways Barriekneal Housing & Community Ltd will meet the changing needs of tenants.

Reference to National Community Housing Standard
1.3 Changing Needs of Tenants.

Policy
Barriekneal Housing & Community Ltd will recognise the changing needs of tenants in relation to the property they occupy and will endeavour to meet their needs in the most appropriate way.

Procedure
Forced rehousing
Barriekneal Housing & Community Ltd is committed to providing long-term and secure accommodation.

Where Barriekneal Housing & Community Ltd has a head or sub lease arrangement with an external party, and in the situation where a leasehold property is handed back, Barriekneal Housing & Community Ltd will, if appropriate, endeavour to locate accommodation for the tenant prior to the expiration of the agreement for the previous property.

Immediately on receipt of a Termination Notice to hand back a leasehold property Barriekneal Housing & Community Ltd will immediately issue a Termination Notice to the tenant on the same grounds that Barriekneal Housing & Community Ltd received the Termination Notice from the landlord or agent, and conduct a review of the tenancy and the relationship with Barriekneal Housing & Community Ltd.

After such review, if there is appropriate housing stock available, Barriekneal Housing & Community Ltd may rehouse or may not offer rehousing to tenants where there is no appropriate housing stock available or where there has been significant breach/es of the lease agreement: for example, Barriekneal Housing & Community Ltd may not offer rehousing where a total debt to Barriekneal Housing & Community Ltd in excess of $1,000.00, or there are a significant number of written complaints or where Barriekneal Housing & Community Ltd has been forced to write off a significant previous debt. Outstanding invoices and rent arrears from this and any previous properties are included in determining the total amount of the debt.

Prior to approval of rehousing, the Housing Manager will immediately arrange a pre-vacating inspection. The Housing Manager will conduct the inspection. A subsequent scope will be carried out by Housing Manager.

If on inspection, it is assessed by the Housing Manager and/or the maintenance person that in excess of $1,000.00 will be required to be expended to ensure the property meets hand back standard (which excludes fair wear and tear) the tenant will not be eligible for rehousing until the work is completed by the tenant. The tenant will be provided with a written list of the work to be undertaken and advised that on completion of the work they should advise their Housing Manager. The Housing Manager will explain to the tenant that the work will be completed and charged to the tenant if the tenant is unable to have the work rectified within 14 days. The tenant will be provided an opportunity to have the work rectified at their cost prior to the work orders being issued by Barriekneal Housing & Community Ltd and the costs charged to the tenant.

On receipt of confirmation that the work has been completed the Housing Manager will conduct a second inspection.

If the property is assessed as meeting hand-back standards the tenant will be eligible for rehousing otherwise they will be classified as ineligible for rehousing.

An eligible tenant will be made two reasonable offers of alternate housing. A rejection of two reasonable offers means that a tenant will be removed from the NSW Housing Register with both offers noted on HOMES. In the event that sourcing a reasonable property is delayed, Barriekneal Housing & Community Ltd will source short term accommodation whilst a suitable property is located.

Any debts incurred by the tenant at the previous property will continue to be the responsibility of the tenant.

The CEO may use their discretionary delegations to approve rehousing outside this policy or to award a greater amount of financial assistance or offer additional assistance.

If a tenant is being asked by Barriekneal Housing & Community Ltd to move due to under occupancy of the premises, Barriekneal Housing & Community Ltd will obtain two quotes from removalists, or pay for the removalist on the Barriekneal Housing & Community Ltd preferred provider list (if available). The Housing Manager will select the removalist from the two quotes received on the basis of cost and ability to move the tenant within a short period of time.

Voluntary Rehousing

All tenants, at any time, may apply for rehousing and will be considered against the relevant criteria. Alternatively, tenants may be offered the opportunity to exchange accommodation this is also referred to as a Mutual Exchange.

Tenants requesting rehousing through Mutual Exchange are to complete an Application for Rehousing.,

Tenant requesting rehousing a transfer to other locations, will be directed by Housing Manager to complete a Housing Pathways application.

Barriekneal Housing & Community Ltd will only approve rehousing requests where the tenant is able to establish a need for alternative housing.

Such needs may include:

- Health or medical problems which can be alleviated by the provision of alternative housing
- Access to required services, including employment, which can only be resolved by relocation to a more convenient location
- A change in the number of permanent household members which has resulted in the tenant's current accommodation being unsuitable (general guidelines: an infant under six months may share a room with a parent; same gender children can share a room until one is aged 10 and different gender children can share a room until one is aged five)
- Issues of harassment, vilification or violence which can be alleviated by the provision of alternative housing
- For cultural reasons, where tenants are isolated and there is a lack of local provision of support Need family support
- Need support from a certified carer

The factors that the housing management team will consider when assessing an application may include:

- Any other options other than rehousing which can help resolve the problems being experienced by the tenant
- The degree of difficulties or the severity of the circumstances being experienced
- The costs and resource difficulties involved in meeting the request
- The implications for other tenants and applicants
- Whether or not there is documented evidence supporting the application
- Any likely allocation by the Housing NSW to the tenant
- The existence of housing stock that can meet the identified need
- The likely timeframe before being able to offer a suitable property whether legal enforcement by police (or other body) or mediation is appropriate or likely to be successful prior to allocation of a new property a tenant seeking rehousing must have no current outstanding debts including rental arrears.

Rehousing at Barriekneal Housing & Community Ltd Request

A transfer of a tenant to alternative housing may be in the interests of the Barriekneal Housing & Community Ltd.

Such circumstances may include the following situations:

- The household size has decreased and the property is currently under-occupied and could be better utilised by an applicant with a higher number of household members
- It is the objective of Barriekneal Housing & Community Ltd to return or redevelop the property as part of its Asset Management and Property Improvement Strategy.

Barriekneal Housing & Community Ltd will encourage the relocation of tenants of such properties however, the tenant must agree to such relocation. Barriekneal Housing & Community Ltd will act in accordance with natural justice and procedural fairness and within the provisions of all relevant legislation in any discussions and arrangements made with the tenants of such properties.

The Senior Housing Manager may use their discretionary delegation to offer additional assistance.

Procedures for Rehousing Tenants

The tenant is to be advised of the date the new property will be ready. The Housing Manager is to advise the tenant that all rent owing, non-rent owing and tenant damages to the current property will be claimed from the bond of their current property. Any outstanding amounts above the bond will be held against the tenant. The tenant will have to enter into a payment plan with the Housing Manager to pay the remaining money.

The Housing Manager will then calculate the rent for the new property, inform the tenant that they will need to pay a new bond of four weeks' market rent for the new property. In extreme circumstances, the Housing Manager has the authority to negotiate an instalment payment plan for part of the Bones.

Any money left from the original bond (after all debts are deducted) will be transferred towards the bond on the new property.

Mutual Exchange

Where two Barriekneal Housing & Community Ltd tenants reach agreement on the exchange of properties, such agreement will need to be ratified by Barriekneal Housing & Community Ltd, the other organisation concerned (if applicable), and both tenants will need to meet the eligibility and tenant selection criteria. In ratifying such an agreement Barriekneal Housing & Community Ltd will consider:

- Whether or not the size of the property is appropriate to the household
- Whether or not there any current rental arrears or outstanding invoices
- Whether or not there have been any substantial nuisance and annoyance complaints

Mutual exchange is a voluntary process and can only occur between tenants of Barriekneal Housing & Community Ltd

Tenant's wishing to swap must complete a Mutual Exchange Form with the party they wish to exchange with.

All costs of relocating will be the responsibility of the tenants.

The Board must approve each swap.

The Board will send notice of outcome in writing to the applicants within 14 days of receiving the application.

The criteria to be eligible to swap are;

- Both tenants rents are up to date (the tenants will be given an opportunity to bring their rents up to date prior to the swap)
- Any tenant damage identified is required to be repaired. It will be the responsibility of the outgoing tenant to arrange and pay for the work.
- The properties are both in reasonable condition
- Both tenants must agree to pay the set rent for the property they transfer to
- Both tenants meet the funding guidelines of the property they want to move in to
- Tenants will not be over or under occupying the house they have applied to move into and the house matches the tenants needs
- Utility accounts, e.g. water (which are the responsibility of the outgoing tenants) have been finalised and/or transferred
- The Board have signed off on all approved repairs to both properties
- Condition Reports have been completed for ending the old tenancy and beginning a new tenancy
- New Residential Tenancy Agreements have been completed for both properties

Tenants will not be allowed to exchange properties until such time as they have signed the new tenancy agreements and agree to accept the property in its current situation. There will be no vacancy maintenance including changing of locks when a mutual exchange takes place. Any work done will be at the ingoing tenant's expense.

Succession (Assignment of Agreement)

Under the Part 4 Section 74 Residential Tenancy Act 2010, a tenant can apply to assign their Residential Tenancy Agreement to another person with the written permission of the landlord. The assignment of the agreement to another person may also occur upon the death of the tenant (Part 4 Section 78 Residential Tenancy Act 2010).

In considering approval of such a written application Barriekneal Housing & Community Ltd will conduct an interview with the applicant seeking succession and ensure that:

- The potential tenant is an existing and long term resident of the property for a period of over two years or 75% of the length of the tenancy of the principle tenant
- The household is eligible for housing under the Housing NSW eligibility criteria
- The household meets the family size requirements of the property (where under occupancy will exist, the household can be considered for allocation of a suitable alternative property)
- Has the person's income been included in rent reviews conducted every 6 months
- Has the occupant paid their share of rent regularly and on time
- Has the occupant had any complaints against them
- Has the occupant threatened, abused or intimidated staff members, neighbours or contractors.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Rental Bonds & Charges

Scope
To define the way rental bonds and other charges will be calculated and the manner in which they may be paid.

Reference to National Community Housing Standard
1.1 Allocation of Housing
1.2 Establishing and Maintaining Tenancies
3.1 Tenant Rights
6.1 Financial Management and Systems
6.2 Administrative Systems

Policy
All tenants in Barriekneal Housing & Community Ltd managed properties will be required to pay rental bonds and charges.

Procedure
Rental Bonds
All tenancies are normally subject to the payment of a bond by the tenant of 4 weeks rent.
Tenants allocated to properties and transferring from Housing NSW to Barriekneal Housing & Community Ltd management are not required to have a bond for the house which is the subject of the property transfer, the transfer of bonds will be managed by Housing Staff.
A bond will be required if that tenant is rehoused within Barriekneal Housing & Community Ltd to another property.

The incapacity of an applicant to pay the full bond at the time a Residential Tenancy Agreement is signed will not prevent an allocation from being made. In this event, alternative payment options will be negotiated with the applicant.

At the time of an offer being made a potential tenant will be advised that a rental bond will be required and the methods of payment.

The bond will be assessed as the equivalent of four weeks' market rent payable by the tenant.

The bond is to be paid at the time a Residential Tenancy Agreement is signed.

If the tenant is unable to pay the bond at the time a Residential Tenancy Agreement is signed, Barriekneal Housing & Community Ltd shall require that the tenant enter into an agreement to pay off the bond amount required over six months or for a longer period with the approval of the CEO.

A copy of the above agreement will be placed on the tenant file and the tenant given a copy.

The first repayment is due and payable at the time a Residential Tenancy Agreement is signed. The bond will be lodged with the NSW Rental Bond Board in accordance with the relevant legislation.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Rental and Other Payments

Scope
To define the ways in which rental and other payments will be managed.

Reference to National Community Housing Standard
1.2 Establishing and Maintaining Tenancies
3.1 Tenant Rights
6.1 Financial Management and Systems
6.2 Administration Systems

Policy
Tenants will be provided with a range of rental payment method options. Staff should actively encourage, where eligible, the Centrepay method and discourage payments at offices of Barriekneal Housing & Community Ltd and not accept payment by cheque. Barriekneal Housing & Community Ltd will strive to identify additional methods by which tenants may pay rent.

Procedure
At the beginning of a tenancy, the options for rent payments will be explained to the tenant. The tenant will be advised that rent is to be paid either weekly or fortnightly. Tenants will be informed that rent should be paid at least two (2) weeks in advance at all times.

Barriekneal Housing & Community Ltd will provide at least one means of payment for which the tenant does not incur a cost (other than bank fees or account fees usually payable for tenant's transactions) and that is reasonably available to the tenant.

Irrespective of which option is chosen for rent payment all tenants will be asked to pay the equivalent of two (2) weeks rent in advance on entering an agreement with Barriekneal Housing & Community Ltd.

Payment Options
Tenants in receipt of Centrelink benefits will be offered the opportunity to enter the Centrepay Rent Deduction Scheme. Tenants who choose this scheme will be required to complete the prescribed application and consent form and have it lodged by a staff member on their behalf.

Tenants will be able to make rental payments by direct deposit system may pay by cash at the office of Barriekneal Housing & Community Ltd.
Tenants may have their rent directly debited into a specific bank account provided by Barriekneal Housing & Community Ltd either by online banking or a deposit book provided by Barriekneal Housing & Community Ltd.

Fees
Barriekneal will cover the cost of Centrepay deduction fee.

Under Residential Tenancy Act 2010 tenants must, at the written request of the landlord, pay to the landlord the following amounts:

- The cost of replacing rent deposit books lost by the tenant
- The amount of any fees paid to an authorised deposit taking institution by the landlord, as a result of funds of the tenant not being available for rent payment on the due date (such as fees for dishonoured cheques or other account fees).

Receipts
Rent payments received by post will be subject to the issuing of a receipt within seven (7) days showing such details of the payments as required by the Residential Tenancy Act 2010. The payment must be banked and recorded on the banking spreadsheet and forwarded to finance each day along with a copy of the receipt.

Rent payments received by cash will be issued a receipt immediately and the cash will be recorded in the banking register and placed in a locked drawer in a cash tin.
At the end of the day the banking register is reconciled and the cash is to be banked.

If rent under a Residential Tenancy Agreement is paid in person, the person who receives the payment must, when the payment is made, give the person making the payment a rent receipt, either from Chintaro or manually if Chintaro is unavailable. If the receipt is issued manually, it is to be entered at the earliest convenience into Chintaro and the receipt issued and made available to the Tenant immediately.

A rent receipt must contain the following:

- The name of the person who receives the rent or on whose behalf the rent is received
- The name of the person paying the rent or on whose behalf the rent is paid
- The address of the residential premises for which the rent is paid
- The period for which the rent is paid and the date up to which the rent is paid
- The date on which the rent is paid
- The amount of rent paid

Consolidated Non rent payments
Where tenants are also making non-rent payments, e.g. water usage, a separate deposit must be lodged to that of the rent payment. In circumstances where the tenant has consolidated rent and non-rent payments in the one deposit, the total amount must be appropriated to the tenants' rental account. Such consolidated deposits may only be appropriated to a non-rent account where Barriekneal Housing & Community Ltd is in receipt of a clear, signed agreement by the tenant of such appropriation.

Rent Statements
Tenants will be provided with statements showing the date of payment, amount paid, the relevant period covered by the payment and details of any arrears.
These will be issued after AHO reporting is complete twice a year at the end of June and the end of December.

Barriekneal Housing & Community Ltd must, within seven days of a written request by the tenant, provide a written statement setting out the particulars of the rent record for a specific period.

However, Barriekneal Housing & Community Ltd is not required to provide a statement if Barriekneal Housing & Community Ltd has previously provided a written statement for the same period to the person.

Rent statements will be distributed to all tenants, at least, every six (6) months.

Utility charges payable by tenant
Tenants are required to pay the following charges for the residential premises:

- All charges for the supply of electricity and gas to the tenant at the premises if the premises are separately metered
- All charges for pumping out a septic system used for the residential premises
- Any excess garbage charges relating to the tenant's use of the residential premises

Water usage payable by tenant
Under the Residential Tenancy Act 2010 Part 7 Division 1, a social housing provider means any of the following:

- The New South Wales Land and Housing Corporation
- The Aboriginal Housing Office
- A registered community housing provider within the meaning of the Housing Act 2001

And they must give the tenant not less than twenty-one (21) days to pay the water usage charges as outlined in the residential tenancies act Part 3 Section 39 “if the premises contain water efficiency measures”

The tenant is not required to pay the water usage charges if the landlord fails to request payment from the tenant within three months of the issue of the bill for these charges by the water supply authority.

This does not prevent a landlord from taking action to recover an amount of water usage charges later than the three months after the issue of the bill for these charges, if the landlord first sought payment of the amount within three months after the issue of the bill.

Barriekneal Housing & Community Ltd must ensure that the tenant receives the benefit of, or an amount equivalent to, any rebate received by the landlord in respect of any water usage charges payable or paid by the tenant. A Barriekneal Housing & Community Ltd tenant will pay water usage, determined in accordance with the Residential Tenancy Act 2010, in respect of water usage by the tenant.

The charges do not exceed the amount payable by the landlord for water used by the tenant

A tenant is not required to pay the water usage charges unless the landlord gives the tenant a copy of the part of the water supply authority’s bill setting out the charges, or other evidence of the cost of water used by the tenant

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Rent Review Policy

Scope
To define the way in which rent will be reviewed

Reference to National Community Housing Standard
6.1 Financial Management and Systems
6.2 Administrative Systems
5.3 Effective Management
5.5 Organisational Review

Policy
Barriekneal Housing & Community Ltd will review rents on a regular basis to ensure they are in alignment with government regulation and that tenants' incomes are reviewed to ensure they are paying appropriate rental.
Barriekneal Housing & Community Ltd uses a rent calculation formula as developed by AHO Build & Grow Policy that may be varied by legislation and policy from time to time.

Barriekneal Housing & Community Ltd will ensure good practice in achieving full rent collection and a clear and concise default practice that ensures non-payments of rent are consistently and effectively identified, followed up and resolved. This ensures that our organisation maintains sustainable tenancies.

Procedure
Tenant Incomes will be reviewed every six (6) months.

Rent Calculation Formula
Barriekneal Housing & Community Ltd uses a rent calculation formula as developed by AHO Build & Grow Policy that may be varied by legislation and policy from time to time.
Tenants will receive the formula at the time of their tenancy commencing and may request a copy of such formula at any time.

Prior to calculating the rent, the Housing Manager is required to check the program that the property falls under and follow the rent policy and percentages for that property.

Where possible, each income component is entered into the Commonwealth Rent Assistance (CRA) rent calculator. The household component is entered into the CRA rent calculator to determine the level of CRA due to the tenant and to include in the CRA rent calculator.

The rent is calculated, printed out and signed by the Housing Manager.

The Senior Housing Manager will do a random selection of twenty (20) rent calculations to ensure that they are being calculated accurately. The rental calculations are to be signed by the Housing Manager that has assessed them prior to being entered into Chintaro and posted to the tenant.

Documentation
A letter requesting verification of income will be sent to all tenants. Tenants will be advised of the acceptable forms of verification as well as the date by which such information is to be provided. Tenants will be advised that failure to provide this information will result in a loss of rental subsidy being charged. All documentation concerning rental assessment and rent reviews will be retained on the tenant's file and electronically in Chintaro.

Tenants who have changes to their income are to notify Barriekneal Housing & Community Ltd within twenty-one (21) days of the change occurring and tenants should not to wait until the income review before causing Barriekneal Housing & Community Ltd to be notified, notwithstanding any direct notification system that may be implemented with the consent of the tenant.

Tenants who are self-employed will need to supply proof of their income which independently verifies the level of income stated.

Where a household member who is older than eighteen (18) years is not in receipt of any income, Barriekneal Housing & Community Ltd for the purposes of the rental assessment, will assess the household member as if in receipt of the standard Centrelink rate of benefit.

Changes in rent and rental rebates must be authorised by the CEO.

Requests for variation in individual rental assessments are required in writing. The Housing Manager will assess such variation.

Where a tenant's income varies and it is not considered feasible to consistently change the tenant's rent assessment, it is possible to average the tenant's income over a six (6) month period for the purposes of rent assessment. Such an assessment method should be approved by the relevant Executive Area Manager.

Record keeping
The rent amount is then entered into Chintaro with the date the new rent is to commence.

If the tenant does not return the income review form by the prescribed date, the rent due is to be changed to market rent and a letter sent to the tenant informing them that the rent has changed to market rent.

Quality Assurance
As part of the Internal audit process the Housing Manager will sample five (5) rent calculations from each program to ensure the right rent percentages are being applied to the property.

Tenants who fail to provide verification of their household income
Tenants who fail to provide verification of their household income will have their rental rebate cancelled and will be charged according to one of the following rent calculation methods depending on the household income type/s:

- If the household assessable income source consists of government benefits or a mix of government benefits/employment or other private income and the tenant is housed under social housing tenancy guidelines, then the following method will apply:
    - The rent due will revert to market rent until such time as the relevant information is provided.
- If the household consists of family members where the main source of income is employment or other non-government benefits but the household receive a rent subsidy:
    - The rental subsidy will be cancelled and the rent set to market rent until such time as the relevant information is provided

Backdating of Rent
Where the rent increase is a result of tenant non-compliance with request for income information, this new rent will apply from the rent review effective date until the date income information is provided.

Once updated information is provided new rent will be calculated effective from the date the income information is received (not backdated to the rent review increase effective date).

Where it is deemed that there were exceptional circumstances relating to the tenant not complying with the request to supply updated income information or the tenant is eligible on grounds of hardship, the Senior Housing Manager may authorise a variation to the new rent effective date and include a list of approved variations in monthly reporting.

Rental arrears management

Barriekneal Housing & Community Ltd has clear procedures (below) on mitigating rental arrears and management of rent in accordance with the Residential Tenancy Act 2010.

Barriekneal Housing & Community Ltd will ensure good practice in achieving full rent collection and a clear and concise default practice that ensures non-payments of rent are consistently and effectively identified, followed up and resolved. This ensures that our organisation maintains sustainable tenancies.

Under the Residential Tenancy Act 2010 a tenant must pay and maintain rental payments 2 weeks in advance. A tenant will be considered in arrears if rent is unpaid more than 14 days after the due date, Barriekneal Housing & Community Ltd must attempt to contact the tenant in person or by writing to resolve any rental arrears issues. It is imperative that Barriekneal Housing & Community Ltd monitors and keeps accurate records of all their tenants rent received.

The way in which Barriekneal Housing & Community Ltd will control and recover arrears will include:

- **Early intervention:** This is so arrears or potential arrears are detected at the earliest possible time through adequate record keeping and monitoring of rent accounts. This can assist tenants from accruing any rental arrears.
- **Appropriate responses:** The accuracy of rent records should be checked before action is taken. Constructive methods of tenant contact should also be adopted. This includes explaining the seriousness of the arrears, sensitive and supportive use of the NSW Civil Administration Tribunal, (NCAT) to assist tenants to recognise the seriousness of their arrears and making repayment agreements through the NCAT. Where possible, every attempt by Barriekneal Housing & Community Ltd to sustain the tenancy will be made. If all intervention, support, arrears recovery has failed Barriekneal Housing & Community Ltd may then proceed to take action through the NCAT which may result in issuing a Notice of Termination to the tenant.
- **Clear policy guidelines:** Clear policy guidelines for dealing with tenant breaches of rent payment will be applied consistently, reliably and fairly.
- **A range of strategies** (reminders, agreements, support, referrals) that do not financially disadvantage, harass or deny natural justice to tenants will be made available to encourage the repayment of rent arrears.
- **Focus on repayment and future arrears prevention not eviction:** Where the tenant is in arrears, evictions should be minimised where other solutions can be found to the breach. This avoids the creation of unrecoverable 'bad' debts, additional costs from unpaid rent on vacant property and cleaning costs when a tenant moves out. *Refer to Appendix H for a Rental Arrears Payment Plan Agreement*
- **Clear understanding of the Landlords/Tenants roles and responsibilities in the delivery of housing management support and services:** This is so the tenant receives the best possible service from the housing provider and their support worker(s) without conflict of interest.
- **Bad debt recovery:** This is to establish clear responses for recovery action through the NCAT. *Refer to Appendix I for a Rental Arrears Letter and Appendix J for a Water Arrears Letter*

Bad debt recovery

A 'bad debt' is money owed to the Barriekneal Housing & Community Ltd within the last six (6) years. The Board will attempt to recover all bad debts through the following process:

- Seek an arrangement with the former tenant
- Tribunal Order
- Local Court – Sheriff
- Debt recovery services

The Housing Manager will do the following to determine what debt is owed, if any, when vacating the property;

- Close the rental account when the tenant vacates the property
- Reconcile the account, using the date the tenant left, to make sure there are no amounts outstanding for repairs etc.
- Read the water meter and reconcile the last water usage account from the Shire Council and add any unpaid usage to the tenants account
- Carry out a property inspection to check the condition of the property
- Raise any necessary repair orders and add to tenants account if the repairs are not considered to be 'normal wear and tear'
- Issue a letter to the tenant requesting payment in full of the debt. If tenant's whereabouts are not known, send a letter care of any known family members. Also the letter should be sent to the last known address of the tenant as he/she may have left a forwarding address for their mail with Australia Post.
- Amounts of less than $50.00 will automatically be written off.

Former tenants with bad debts may not be considered for future housing.
Barriekneal Housing & Community Ltd may consider allowing a former tenant to be included onto the waiting list, if a payment arrangement is put in place to repay outstanding debt. This will be done on a case by case basis only. They will not be eligible for tenancy until the debt balance is zero.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Rental Calculations Policy

Scope

To define the way in which rent will be calculated and rent reviews conducted.

Reference to National Community Housing Standard

1.2 Establishing and Maintaining Tenancies
6.1 Financial Management and Systems

Policy

Barriekneal Housing & Community Ltd rent setting policy is a key element in achieving one of its stated goals of achieving affordable housing for tenants.

Barriekneal Housing & Community Ltd will follow the NSW AHO Build & Grow Rent policy or The NSW Community Housing Rent Policy whichever is relevant at the time or for the specific tenant or property.

Procedure

Barriekneal Housing & Community Ltd will undertake a general income and rent review of all tenants every six (6) months. Tenants will be required to provide verification of their income within 21 days of Barriekneal Housing & Community Ltd request being made. Income is deemed to be assessable in line with NSW Community Housing Rent Policy.

Where the proof of income documentation states a level of income that is considered by Barriekneal Housing & Community Ltd to be an error or different to standard payments Barriekneal Housing & Community Ltd will seek further substantive details from the tenant prior to assessment.

Each tenant is responsible for collecting the income details of household members and providing these details to Barriekneal Housing & Community Ltd so that their rent can be assessed.

All stated income must be produced by the tenant and dated within the last thirty (30) days of receipt by Barriekneal Housing & Community Ltd. Copies will be kept by Barriekneal Housing & Community Ltd on the tenant's file and electronically in Chintaro.

When applying for a rent subsidy a tenant must declare all assessable income and provide proof of the amount received by their spouse/partner and each other member of their household aged 18 years and over.

Proof of income must be original and can be:

- Provided through the Income Confirmation Scheme for Centrelink pensions and allowances.
- Income Statement from Centrelink.
- Income Statement from the Department of Veterans' Affairs.
- Payslip, letter or statement from the employer detailing gross wage, applicable tax, deductions, pay period and payee details for salary or wages
- Profit and loss statement completed by an accountant or taxation return for self-employed tenants.
- Letter or statement from an Overseas Government detailing the amount received.
- Letter or statement from Work Cover or Insurance Company detailing the amount received.
- Letter or statement from investment organisation about savings/investments etc. providing details of the amount or dividend received.
- Letter from another organisation or income provider (not listed above) detailing the amount and type of income received.

The type of evidence must correspond to the type of income (e.g. Centrelink payment must be proven by a Centrelink Statement). Separate evidence must be presented for each type of income, (e.g. in households where one member received a Centrelink payment and another member receives a wage). Documents must not be more than one month old on the date they are submitted, with the exception of tax returns which must not be more than thirteen (13) months old.

Tenant rent is subsidised only up to the level of market rent for the property.

Tenants who fail to supply details and verification of household income prior to the due date for the return of the required information will no longer be eligible for a rental subsidy and will be charged market rent until the date the required documentation is received.

Tenants who receive a rent subsidy must also advise Barriekneal Housing & Community Ltd of any changes to their household circumstances at any time during their tenancy. This information must be provided within twenty-one (21) days of the change of circumstance. This information must be provided even if they are in the Centrelink Income Confirmation Scheme. Tenants can lose their rental subsidy if there is a change in the income of the household, there is a change in the number of adults living in the household or the information supplied is incorrect or the income received causes the subsidised rent to exceed the market rent of the property.

In the instance where the Housing Staff believe there is reason to doubt the information provided by a tenant, or where there are additional household member/s who have not supplied information, the Housing Manager will send a letter to the Tenant inviting them to provide updated information or evidence that the additional household member/s is not permanently residing. The Housing Manager should keep a record on the Tenant's file on Chintaro of evidence or instances which they believe to be indicators of the person living at the property or the false or misleading information including:

- clothing in cupboards
- personal belongings in the house
- surveillance of property at different times with vehicle in driveway
- witness accounts of someone working

Failing the receipt of this information from the tenant, the appropriate rent increase will be applied, which the Tenant will be informed of in the letter of request.

Cancellation or Reduction of Rent Rebates

Tenants will be notified, in writing, of any changes to their assessed rent and such changes will take effect from the date in the notification.

A tenant under a social housing tenancy agreement, whose rent rebate is cancelled, may apply to the NCAT for an order declaring that the rent payable under the agreement (or proposed social housing tenancy agreement for premises already occupied by the tenant) is excessive.

The tenant may do so within the period prescribed by the regulations after the cancellation of the rent rebate takes effect. This is in addition to any other provisions of the Act.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Information Management

Scope

This policy:

- Defines the way in which tenant information will be managed
- Ensures tenants' privacy and confidentiality is respected
- Ensures personal and sensitive information is handled appropriately

Reference to National Community Housing Standard

3.1 Tenant Rights
3.5 Confidentiality and Privacy
6.2 Administrative Systems
6.3 Management information systems

Policy

All essential activities will generate records to demonstrate the achievement of specified requirements and the effective operation of the tenancy management system and these records will be managed in accordance with privacy and confidentiality requirements.

Procedure

Records will be suitably stored and maintained to ensure their safekeeping and subsequent retrieval. Active records will be maintained on electronic media or filed in a filing cabinet. Archived records will be boxed and stored in a secure area.

The retention periods will accord with legislative requirements and minimum industry standards. At the end of this period records will be appropriately destroyed.

Documentation and tenant information handed to Barriekneal Housing & Community Ltd by an applicant for the NSW Housing Register will have them returned either in person or by post. Barriekneal Housing & Community Ltd will not retain any written documents that pertain to that person's application for housing.

All correspondence shall be in plain English.

Where it is deemed appropriate information regarding translator services will be attached to tenant correspondence.

Barriekneal Housing & Community Ltd will actively seek to have basic information translated into core community languages depending on demand.

Confidentiality and Privacy

Confidentiality is an important principle in many aspects of Barriekneal Housing & Community Ltd work, particularly in the tenant/worker relationship.

Barriekneal Housing & Community Ltd respects the privacy of all individuals and is committed to ensuring that all employees and others involved in the management of Barriekneal Housing & Community Ltd comply at all times with their obligations under the Privacy and Personal Information Protection Act 1998.

Staff will not discuss any personal information about other staff, tenants, members or directors outside Barriekneal Housing & Community Ltd, or inappropriately with anyone inside Barriekneal Housing & Community Ltd without the consent of the person concerned.

Board members will not have automatic access to personal information about applicants and tenants. Information needed 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 the fact of their contact or tenancy, will be passed on to anyone outside the staff team without that person's express consent or other legal authorisation.

It will be explained to tenant that confidentiality will be observed within the staff team. Debriefing with other workers about individual tenants will occur to ensure that all workers are able to deal with situations appropriately and efficiently.

Anyone requesting information about an applicant or 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 tenant or the service. If this assessment is made by a Housing Manager they must, prior to disclosure, seek the approval of the CEO.

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.

Exclusions to Confidentiality Policy
Staff may disclose an individual's personal information in joint meetings with other agencies where a service agreement, memorandum of understanding 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.

Working with NSW Department of Community Services
In 2009 changes to the Child Protection Act (Keeping them Safe Laws) requires mandatory reporting of risk of significant harm to children by staff members of Barriekneal Housing & Community Ltd.

Where Barriekneal Housing & Community Ltd is legally required to provide information on any applicant or tenant and may incur some liability for its non-provision, such information may be provided at the discretion of the CEO.

All such requests for information will need to be received in writing.

Working with the NSW Police Force
Barriekneal Housing & Community Ltd aims to assist the police to:

- Maintain law and order in and around Barriekneal Housing & Community Ltds' properties;
- Develop and implement crime prevention and community safety strategies.

Accordingly, Barriekneal Housing & Community Ltd will:

- Provide information to police when subpoenaed, unless the information is not in the public interest. In these cases, Barriekneal Housing & Community Ltd may lodge an appeal not to provide the information;
- Cooperate with the police to investigate a crime or offence alleged to have occurred within Barriekneal Housing & Community Ltds' premises;
- Seek information from police if an offence is related to a tenancy matter.

From 10 October 2011, a Record of Understanding developed by Housing NSW and the NSW Police Force has been implemented to facilitate the exchange of relevant information in relation to crime and anti-social behaviour between the NSW Police Force and registered community housing providers that have been nominated by Housing NSW. As such, Barriekneal Housing & Community Ltd must submit any request for information from the NSW Police Force in accordance with the said Record of Understanding.

Access to Information
Tenants will have access to any file or written record about them, and may request access to this information with reasonable written notice. When providing an applicant or tenant with access to their records, care will be taken to protect the privacy and confidentiality of others.

Information for Applicants
Applicants for housing will be provided with information about the housing application, waiting list management and housing allocation processes. They will be advised about other possible housing options and housing benefits that may assist them.

Information for Tenants
Tenants will be provided with the following information prior to the signing of a written Residential Tenancy Agreement.

- An explanation of the terms of the Residential Tenancy Agreement;
- Contact information for any local Tenancy Advice or Tenant Advocacy Service that may be accessible for the tenant/s.
- New Tenant Checklist – Fact Sheet (Office of Fair Trading)

Barriekneal Housing & Community Ltd will ensure that tenants are regularly provided with any information that may affect their rights as tenants or their access to mechanisms to enforce those rights.

General Information
Barriekneal Housing & Community Ltd will have the following information available for all stakeholders:

- Information about the organisation's role and services, including the applicant selection criteria; Information about other local housing options and services available for people
- Information about other community housing organisations
- A copy of Barriekneal Housing & Community Ltd Tenancy Management Policy & Procedures Manual
- Core tenant related policies in a format suitable for persons with low literacy levels
- Details of tenant rights

Barriekneal Housing & Community Ltd will maintain on tenant files the following information:

- Completed application for housing (generally) except when processed through Housing Pathways for placement on the NSW Housing Register
- Signed Residential Tenancy Agreement
- Signed copy of initial property condition report
- Copies of all property inspection reports
- Copies of all correspondence in relation to the tenancy
- Copies of all complaints made by or about the tenant and the results of the investigation of these complaints
- Copies of all verification of income details
- Copies of any legal documentation in relation to the tenant or tenancy
- Written requests and responses for any change or alteration to the premises
- Copy of any rehousing application
- Details of any support agencies involved
- Copy of risk assessment on tenant and any incident reports
- Copy of risk assessment in relation to the property
- Correspondence, notes on conversations with or about the tenant as appropriate.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Administrative Systems

Scope
To define the strategies to be employed to ensure appropriate communication of tenancy related information.

Reference to National Community Housing Standard
6.2 Administration Systems

Policy
Barriekneal Housing & Community Ltd will systematically collect and analyse information about its activities, applicants, tenants and staff (where applicable) and ensure the information is effectively communicated within the company.

Procedures
Filing System
Barriekneal Housing & Community Ltd will maintain an efficient, accessible and secure filing system.

Property Files
There will be a separate file for each property managed by Barriekneal Housing & Community Ltd. The file will be divided into the following sections (in order):

- Lease agreement/s and property conditions report/s
- Maintenance reports and action
- Financial records, including rent receipts and bond lodgement details
- Miscellaneous information, including application for tenancy and rent increase notices
- Sub-lease agreement with private owner where required

Tenant Files
There will be a separate file for each tenant. The file will be divided into the following sections (in order):

- Residential Tenancy Agreement
- Correspondence
- Invoices
- Inspections
- Arrears/Tribunal
- Rent/Rebates
- RTA and Sign up
- Complaints and issues
- Applications – referrals and offer details

Library
Barriekneal Housing & Community Ltd will maintain a housing management library where appropriate literature and reference materials can be catalogued and stored.

Computer Files
All computer files will be backed up to tape/zip/CD daily and the most recent tape/zip/CD will be held in a secure location. These files are to be taken off site for secure storage.

Barriekneal Housing & Community Ltd will develop and maintain a computer-based tenancy management system. This will include data bases for waiting list management and tenant information as well as specialist software packages capable of managing property information, agent and owner details, maintenance orders, rental payments and rent ledgers.

The databases will be accessible only to relevant staff.

Collection of Data
The computer based systems will be modified to collect data that can assist with collation of data for accountability to the Board, government and stakeholders.

Improvements to data collection will be identified through quality control processes.

Reporting
Housing Manager will report to their CEO monthly.

Notices and Demands
Service
A Notice, demand, consent, approval or communication given by a party in connection with a Barriekneal Housing & Community Ltd Agreement must be:
(i) in writing, in English and signed by an Authorised Representative of the party; and
(ii) hand delivered or sent by prepaid post (or airmail if applicable) or facsimile or by email to the recipient's business address or registered address for Notices, as varied by any Notice given by the recipient to the party.

Effective on Receipt
A Notice given in accordance with the above clause takes effect when received (or at a later time specified in it), and is taken to be received:

(i) if hand delivered, on delivery;
(ii) if sent by prepaid post, on the seventh Business Day after the date of posting;
(iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight hours after the transmission (being counted as hours from 9.00am to 5.00pm on a Business Day), the recipient informs the sender that it has not received the entire Notice;
(iv) if sent by email pursuant to the above clause at the time that the Notice enters an information system which is under the control of the intended recipient, but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am (addressee's time) on the next Business Day.

Management Review
After the annual review of each section of the Policies and Procedures, a report will be written and presented to the CEO, who will present it to the Board and make recommendations for policy and procedural changes. The recommendations will stay in place until the next annual review.

The CEO may, if necessary, authorise immediate changes to policy and procedures which will be reviewed and confirmed by the Board at its next regular meeting.

SECTION 5 – ASSET MANAGEMENT

Cyclical, Planned & Responsive Maintenance Policy

Scope

To define the responsibilities Barriekneal Housing & Community Ltd has to exercise proper care to ensure the health, safety and wellbeing of tenants in the carrying out of maintenance and upgrading of premises.

Reference to National Community Housing Standard

2.1 Asset management and strategy
2.2 Responsive maintenance and repairs
2.3 Planned maintenance

Policy

Barriekneal Housing & Community Ltd will meet the requirements of:

- the Residential Tenancies Act 2010 to provide all residential premises in a reasonable state of cleanliness, and to provide and maintain the premises in a reasonable state of repair, having regard to the age of the property and its prospective life;
- the AHO Maintenance Standards; and
- relevant legislation and by-laws, including local Council regulations, agreed building industry standards and all applicable relevant health & safety standards.

Barriekneal Housing & Community Ltd will ensure, as part of its budgeting process, that sufficient funds are available to allow for the achievement of agreed responsive maintenance works, and that there is fair and equitable expenditure across the property portfolio.
Barriekneal Housing & Community Ltd is required to undertake triennial valuations on all residential housing stock.

Procedure

Categories of repairs & maintenance

Repairs & Maintenance matters are divided into four (4) categories:

Category 1 – Emergency maintenance – Urgent (Within 24 hours)

Under the Residential Tenancies Act 2010 urgent maintenance means any repair required to avoid danger to health, risk to safety of residents or serious damage to buildings, including but not limited to for example:

- A burst water service
- An appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted
- A blocked or broken toilet system
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious damage
- Serious storm or fire damage
- A failure or breakdown of the gas, electricity or water supply to the residential premises.
- A failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering
- Any fault or damage that causes the premises to be unsafe or insecure.

Category 2 – Responsive Maintenance (within 14 days)
Responsive maintenance consists of repairs that are not considered an emergency, and do not seriously affect the wellbeing of a tenant, but are considered as a necessity to the general wellbeing of the tenant and the upkeep of the property.

Damage that causes the residential premises to be unsafe or unsecure is classed as URGENT

Category 3 – Cyclical Maintenance/Planned Maintenance
Cyclical maintenance/Planned maintenance is work that is scheduled and a program of works developed to be undertaken on the property so that it is maintained to a standard to ensure its long term viability.

This includes major repairs, upgrade or replacement of items which have a certain life expectancy, for example;

- painting
- flooring
- fencing
- roofing
- kitchens
- bathroom
- laundries

It is also works that is required regularly for legislative or health and safety reasons, for example;

- testing smoke alarms (New tenancies)
- pest inspections

Category 4 – Disabled Modifications
Where a tenant (or household member) has a disability which restricts their everyday activities, Tenants will be required to have an occupational therapy report completed and every consideration will be given to the additional maintenance needs or amenities of their property. Every effort will be made to ensure that the property remains appropriate for their needs, including.

- exceptions to the tenants' maintenance responsibilities detailed in this guideline, where such is considered reasonable and increases the suitability of the property for the tenant or other household members or promotes the safety of household members;
- requests for minor property upgrades and modifications, including the installation of ramps, rails and other aids to assist the tenant in greater independent living.

Approvals made under this section must be appropriately documented.
Where the tenant has access to individualised funding (eg National Disability Insurance Scheme, Aboriginal Home Care or Department of Veterans Affairs), Barriekneal Housing & Community Ltd will take every measure to assist with approvals for the upgrades.

Major upgrades will be considered as part of the cyclical maintenance and asset management planning of Barriekneal Housing & Community Ltd Housing & Community Ltd. Every effort will be made to ensure that each property remains appropriate for the needs of the tenants.

However, in dealing with matters of major upgrades, consideration must also be given to:

- the total cost of the required upgrade;
- the cost-effectiveness of the upgrade in relation to the economic life of the dwelling;
- alternative strategies, including rehousing the tenant in more appropriate housing; and
- the availability of funding

Notification of works and access to property
All repairs and maintenance request must be reported to the Barriekneal Housing & Community Ltd Housing Manager as soon as possible.

For any urgent repairs, the tenant is to contact the Housing Manager immediately.

In the event where a tenant is unable to contact the Housing Manager the tenant must contact the appropriate contractor on the Contractor List and organise works up to the value of $1,000.
If a tenant is required to cover any charges an invoice must be received and provided to the Housing Manager within 2 working days. Reimbursement will be paid to the tenant through online bank transfer or cheque.

For any responsive or scheduled repairs and maintenance works, Barriekneal Housing & Community Ltd will provide the tenant with a minimum of two (2) days written notice.

Tenants are required to provide necessary access to the properties to enable repairs and maintenance works to be carried out.
If tenant does not cooperate with Barriekneal Housing & Community Ltd further action may be taken through NCAT.

Procedures for repairs and maintenance
The procedure regarding the process for repairs and maintenance is that;

- The tenant will contact the Housing Manager and provide details of repair work required.
- Either the tenant or the Housing Manager completes the Repairs and Maintenance Request Form *(See Appendix J for a Repairs and Maintenance Request).*
- Housing Manager will determine if the request for work is urgent, responsive or planned/scheduled.
- The Housing Manager will contact the relevant tradesperson

Prioritising work
All urgent repairs will receive first priority over any other repairs and maintenance to ensure the safety of the tenants.

All other responsive and scheduled/planned repairs and maintenance will be undertaken in accordance to the Asset Maintenance Schedule.

Maintenance ordering and expenditure
All maintenance work orders will be issued to the relevant contractor/s by Barriekneal Housing & Community Ltd in writing and will include:

- specific nature of required works;
- premises access arrangements;
- date for completion of works;
- name of tenant to acknowledge completion of works;
- Authorising signature of Housing Manager or CEO.

All maintenance work orders issued by Barriekneal Housing & Community Ltd will be authorised in accordance with the approved Schedule of Delegations and each must be signed by the Housing Manager or the CEO.

Minor Repairs
For jobs costing up to $1000 verbal quotes can be obtained.
Jobs over $1000 and up to $5000 three quotes will be obtained where possible.
The Housing Manager will consult with the CEO to decide the approved contractor.
When a repair is required the Tenant is to advise the Housing Manager who will log the notification in the Repairs and Maintenance Register.

A work order will be developed for the appropriate contractor or repairs and maintenance team and the work will be scheduled.
The tenant will be advised of the scheduling and access will be arranged.
The work will be completed and the contractor must have the tenant sign the work order.
The Housing Manager will follow up with the contractor and inspect the work.
The Work order will be attached to all accounts paid for the repair.

Major Repairs
For jobs costing more than $5000 three written quotes will be sourced and the Board will review the budget and, if appropriate, decide the approved contractor.
When a major repair is required the tenant is to advise the Housing Manager who will log the notification in the Repairs and Maintenance Register.
A work order will be developed for the appropriate contractor or repairs and maintenance team and the work will be scheduled.
A service level agreement will be signed with the Contractor.
The tenant will be advised of the scheduling and access will be arranged
The work will be completed and the contractor must have the tenant sign the work order.
The Housing Manager will follow up with the contractor and inspect the work.
The Work order will be attached to all accounts paid for the repair.

Property inspections
The Housing Manager will conduct property inspections at the beginning and ending of every tenancy.

Property inspections are required to ensure the tenant is maintaining the property in good order and neat and tidy. Regular property inspections will be undertaken during a tenancy every 3 months per year.

Asset management inspections will be conducted once a year to update the Asset Management Schedule.

Tenants will be provided with seven (7) days written notice of Property and Asset Management inspections.

Asset maintenance inspections
The CEO/Housing Manager/Housing staff will conduct asset maintenance inspections on an annual basis to update the Asset Maintenance Schedule and conduct necessary health and safety checks such as the checking of smoke alarms and pest inspections.

Asset maintenance inspections are necessary to minimise stock deterioration and retain a house in, or restore it to, an agreed condition. And protects the property in ensuring it continues to service for the intended life span.
Tenants will be provided with seven (7) days written notice of Asset Maintenance inspections.

Tenant damage
As per the Residential Tenancies Act 2010, tenants are responsible for any damage caused by themselves, other household members or any visitors they allow on the property.

Tenant damage is not just intentional damage – it also includes damage caused by accident or through carelessness.

Whether or not repairs are a result of tenant damage will be determined by the CEO/Housing Manager when inspecting the property or by tradespersons reports.

In the first instance, the tenant will be asked to arrange and pay for repairs. If this is not possible, or not completed within a reasonable time, the Housing Manager will arrange the work and the cost will be debited to the tenants account.

Severe breaches of the Residential Tenancy Agreement in relation to property damage will proceed to the NSW Civil and Administrative Tribunal (NCAT) for a compliance order and to recover repair costs.

Vacant properties
The end-of-tenancy inspection will be completed within 2 days of the notification being received that the property is vacant.

If there are any repair/cleaning items considered to be the ex-tenant's responsibility, Barriekneal Housing & Community Ltd will, in the first instance, attempt to negotiate with the ex-tenant for their completion. However, it is recognised that there is an imperative to have the property re-let at the earliest and there will not be any undue delays.

Insurances
All properties of Barriekneal Housing & Community Ltd will be insured for full current replacement value and public liability insurance of $20M (as per the requirements of the AHO). It is the responsibility of the tenant to insure their home contents.

Responsibilities
The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Alterations & Additions Policy

Scope

This policy applies to all properties owned and managed by Barriekneal Housing & Community Ltd where Barriekneal Housing & Community Ltd is authorised to allow alterations or additions. This policy does not apply to leasehold properties managed by Barriekneal Housing & Community Ltd or fee for service properties.

This policy provides guidance for managing applications from tenants who seek to make alterations and/or additions to their rented premises.

Reference to National Community Housing Standard

2.1 Asset management and strategy
2.4 Stock acquisition and development

Policy

Barriekneal Housing & Community Ltd tenants can apply to make alterations and/or additions to their rented property. Alterations and/or additions are considered in the context of the following:

1. Tenant's acceptance of responsibility and conditions
2. The extent of the work required
3. Consistency of the alteration/addition with the nature, classification and future use of the property
4. Compliance with Barriekneal Housing & Community Ltd Assets Standards and any statutory authorities

Definitions

Alterations	An adjustment, change or conversion to an item already present in the property. Examples include, but are not limited to, painting, alterations to fixtures & fittings
Additions	The addition of a new item into the premises or surrounding land. Examples include, but are not limited to, garden sheds; carports; garages, pergolas; paving; roof ventilation; carpet; built in robes, security screens, TV antennas, satellite dishes, air conditioners, ceiling fans.

Procedure

The purpose of the Alterations and Additions to Premises Procedure is to outline the approved process for managing applications from tenants who wish to make an alteration or addition to their premises. Alterations and additions to premises can only be made with the consent of the landlord.

These procedures should be read in conjunction with the Alterations and Additions to Premises policy.

The way Barriekneal Housing & Community Ltd manages this type of application is important in meeting our standards under the Tenant Service Charter and our responsibilities under Barriekneal Housing & Community Ltd policies.

Extent of Work
All alterations and additions to leased premises require written consent and approval prior to commencing work.
The type of work may include, but is not limited to;

- Carports and garages
- Fences
- Fixed appliances such as air conditioners and heaters
- Painting
- Alterations to fixtures and fittings
- Security screens and doors
- Carpet
- Paving
- Pergolas or gazebos
- Additional living space
- Built in cupboards or wardrobes
- Satellite dishes
- Roof ventilator
- Garden sheds
- Changes to lawns and gardens

Applications for Alterations & Additions
All applications must be in writing. Approval will be given 'in principle' when considering applications for alterations or additions that may require local council authorisation.
Final approval will be granted only when local council issues the authorisation and the assessment of the application has been completed. In addition, the applicant will need to provide the following information and documentation with their application:

- Copies of any plans or drawings related to the alteration or addition.
- Obtain and provide copies of all required approvals, including 'in principle', final approvals and those from the NSW Heritage Office if the property is heritage listed.
- Copies of all quotations for the proposed work.
- Documentation confirming the suppliers name and licence details

Conditions and Responsibilities
On approval of an application the tenant will be informed of the following conditions that are the responsibility of the tenant:

- Oversee the construction of the work and repair any damage to the property caused during construction/installation.
- Ensure work is carried out in accordance with all relevant standards and regulations.
- Pay all costs associated with installing, maintaining and removing the alteration or addition.
- Notify Barriekneal Housing & Community Ltd when the work is completed and submit copies of any certificates issued.
- Maintain the alteration or addition throughout the tenancy.
- Remove the alteration or addition at the end of the tenancy and make good any damage caused by the removal, if required by Barriekneal Housing & Community Ltd.
- Failure to remove the alteration or addition may result in any cost incurred by Barriekneal Housing & Community Ltd, in removing the alteration or addition, being charged to the tenant.
- An alteration or additions without the consent of the landlord may be a breach of the Residential Tenancy Agreement. Barriekneal Housing & Community Ltd may take action to remove the unapproved item and make good any damage, any costs incurred will be charged to the tenant. Barriekneal Housing & Community Ltd may also take action in the NSW Civil and Administrative Tribunal (NCAT).

Assessment of Application
Each application will be assessed on its merit based on the information provided by the applicant, the applicant's circumstances and the inspection conducted by Barriekneal Housing & Community Ltd.

When an application has been received the Housing Manager will apply the following process:

- Confirm, in writing to the tenant, receipt of the application
- Arrange for an inspection of the premises
- If further information is required prior to making a decision this will be requested, in writing, from the tenant.
- When Barriekneal Housing & Community Ltd staff are satisfied all information required to make a decision has been obtained, they will prepare a report to the CEO.
- Asset Management Plan will be updated if required

Time Frames
All applications will be finalised within 28 days of receipt of the application.

Decisions
When a decision on the application has been approved by the CEO, and, where required, in consultation with the Housing Manager, the CEO will task the Housing Manager with notifying the applicant, in writing, of the outcome of their application.
If the application is approved:

- The tenant will be informed in writing and reminded of the conditions and responsibilities associated with the approval.
- The tenant must provide any/all completion certificates when the work is completed
- Barriekneal Housing & Community Ltd will conduct an inspection once work is complete

If the application is declined:

- The tenant will be informed in writing and provided with clear reasons for declining the application.
- Provided with information on where the tenant can obtain independent advice, for example, Tenant Advice and Advocacy Services or Department of Fair Trading.

Documentation
All documentation relating to the application, assessment, decision making process and correspondence will be scanned to the Tenant's Chintaro file.

Disputing Decisions
If the tenant believes that the decision to not allow an alteration or addition is unreasonable, they should first discuss this with a Housing Manager. If, following discussions, the tenant is still dissatisfied the Housing Manager will inform them of their right to seek independent advice and information on where this can be obtained.

Records
All records relevant to these procedures are to be maintained in a recognised Barriekneal Housing & Community Ltd recordkeeping system.

Engaging and working with contractors
Under the NSW Fair Trading licencing, only a builder or tradesperson who is properly trained and has the relevant experience to do the work may be licensed. Any person who carries out residential building work over $5,000 in labour and materials without an appropriate licence is breaking the law and could be prosecuted.
Specialist tradespeople who carry out any of the following must be licensed regardless of the cost of the work:

- electrical wiring
- plumbing, draining and gas fitting work

- air conditioning and refrigeration work (except plug-in appliances).

Any potential builder or tradesperson will be asked to provide a copy of their licence as part of the selection criteria. Licensing protects the organisation in:

- dealing with a legitimate business
- ensuring the tradesperson has the right qualifications for the job
- enjoying better consumer protection
- protecting the organisation from unqualified and unlicensed 'handyman' businesses.

By law, all builders and tradespeople must display their licence number on any advertisement for their services.

Checking and paying for work

All work of greater value than $1,000 will be checked by the CEO/Housing Manager prior to payment.

Wherever possible, all other work (i.e. of less value than $1,000) should be checked by the CEO/Housing Manager. Where this is not possible, the tenant will be contacted to ensure that the work has been completed and it appears satisfactory.

Major works will be checked by a suitably qualified building consultant.

All work to vacant properties, regardless of the value of the work, must be checked by the CEO/Housing Manager.

Where smaller maintenance works are not being regularly checked and where payment has been made, Barriekneal Housing & Community Ltd will undertake random inspections of 10% of all such paid works each quarter. Such checks will reflect the varied works and tradespeople used during that period.

Payment of approved works will occur within 14 days of the receipt of invoice.

Telephone connections

The connection of telephone services for existing dwellings is considered a matter between the tenant and the telephone service provider. Barriekneal Housing & Community Ltd Housing & Community does not reimburse connection fees.

Swimming pools

Barriekneal Housing & Community Ltd will not acquire any property which has a swimming pool. Where a tenant has installed a swimming pool without the consent of Barriekneal Housing & Community Ltd, the pool is to be removed.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy and ensure staff adhere to the Policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

SECTION 6 – Complaints & Disputes

Complaints and Appeals Policy

Scope

Barriekneal Housing & Community Ltd Appeals and Complaints policy outlines how the organisation will handle dissatisfaction with our service and our decisions. Its purpose is to:

- describe applicants and tenants' rights to appeal or complain
- make it easy for tenants and applicants to exercise that right
- help us understand what is and isn't working well in our organisation.

The Appeals and Complaints Policy outlines how we will implement this policy so that we have effective ways to:

- register, investigate, resolve and record complaints and appeals;
- assist applicant and tenant to be aware of and exercise their rights; and
- enable tenant or applicant views to influence the delivery of housing services.

A complaint is an expression of dissatisfaction with a policy or procedure, product or service offered or provided. It may refer to dissatisfaction with the way that personnel of an organisation have treated someone or it may be a complaint about the organisation.

An appeal is an expression of disagreement or dissatisfaction with a particular identifiable decision that has been made and a request that the decision be reconsidered.

Reference to National Community Housing Standard

3.6 Complaints and Appeals

Policy

Barriekneal Housing & Community Ltd Housing & Community recognises that all applicants/tenants involved in the service have the right to express personally or through an advocate, their complaints without fear of reprisal and to have them investigated quickly and fairly. Applicants and tenants also have the right to appeal decisions they believe are unfair or that they do not agree with.

Procedure

We will ensure that any complaint or appeal by an applicant or tenant is dealt with fairly, promptly, confidentially and without retribution.

Barriekneal Housing & Community Ltd will inform and provide information to tenants at the commencement of their tenancy about the appeals' processes and any other relevant avenues for appeals/complaints including the NCAT (if it relates to their lease agreement) or the Western Aboriginal Tenancy Advisory and Advocacy Service (WATAAS) if the applicant/tenant is not satisfied with the outcome of an internal appeals process. Information provided should include details of who to contact within Barriekneal Housing & Community Ltd and their position of authority.

When an appeal or complaint is received, Barriekneal Housing & Community Ltd will:

- register the appeal or complaint; by adding details of the appeal or complaint on the appeals and complaints registers.
- Information recorded will include,

- The date that the decision was made or the issue occurred,
- The date of the complaint or appeal
- Specific information about the decision made or the circumstances leading to the complaint, including supporting information where available
- Complaints / appeals must be received in writing, signed by the applicant;
- Appeals must identify the specific decision under question

Investigate

When a written complaint is received, it is first considered by the Housing Manager who will investigate and record the complaint, and propose what should be done. When undertaking an assessment of the complaint the Housing Manager must be clear about which policy, procedure, standard or law it relates to. If none of these have been breached, or no improvements can be identified, a letter will be provided within seven (7) days to the complainant explaining that no further action will be taken.

Resolve complaints and appeals

Many complaints and appeals can be resolved quickly. The Housing Manager investigating the complaint or appeal can propose a resolution. This may have several parts to it and might involve an apology, an explanation, an assurance about future action or immediate changes to how things are done.

Investigating the complaint internally and deciding a reasonable response (including making changes to our service or policies) may be the solution

If the complaint cannot be resolved internally then external bodies within NSW such as, Aboriginal Tenants Advice and Advocacy Services and the NCAT to whom complaints can be taken further.

Record outcomes

Complaints file: The file record of the complaint will be confidential, and kept with the tenant/applicant file, but in a separate folder. The person concerned can see this file if they ask to. No identifying information will be communicated to other tenants or applicants, people in the organisation who are not directly involved with resolving the complaint, or people outside the organisation, without the person's permission.

Complaints Register: Information will be recorded on the Complaints Register in a way that does not identify the person complaining. Management will monitor progress with resolving complaints, and take appropriate action when there are broader implications for policy and practice.

Time limits: Written complaints will be acknowledged in writing within 14 days. The process will take no longer than 28 days, unless the person complaining agrees. If the matter falls within the jurisdiction of the NCAT, the person will be informed immediately of any time limits that apply to making an application.

Keeping the person informed

All decisions and progress reports will be in writing (although they may have been discussed or reported verbally first). There will be a written response to a complaint even if it is decided that no action is to be taken. The response will explain the reason for any decision.

All replies to written complaints or appeals will clearly state:

- What the decision is;
- The name and position of the person who made the decision;
- The facts on which the decision was based;
- Why the decision was made;
- A contact person the applicant or tenant can talk to about the decision;
- Appeal and review rights.

Assist applicants and tenants to be aware of and exercise their rights
Barriekneal Housing & Community Ltd will provide the information in this policy to tenants at sign up and will make a summary available at the office. Housing Manager will encourage tenants to make complaints and appeal decisions that tenants do not agree with. Applicants/ tenants will be informed of any external bodies within NSW such as Community Justice Centres, Aboriginal Tenants Advice and Advocacy Services and the NCAT to whom complaints can be taken further.

Every attempt should be made to resolve issues and reach an agreement in the first instance. If this is not possible, Barriekneal Housing & Community Ltd or the tenant will seek a hearing through the NCAT for all matters relating to tenancy management including eviction, rent management, repairs and maintenance, asset management and all other issues governed by the *Residential Tenancies Act 2010*.

Enable tenant or applicant views to influence the delivery of housing services.
Barriekneal Housing & Community Ltd will conduct regular additional reviews of complaints and appeals to see what lessons can be learned to improve future service delivery. In addition, Barriekneal Housing & Community Ltd will offer tenants different opportunities to have their say about the organisation's services, direction and strategies. These opportunities will include:

- Regular tenant meetings
- Social events to meet staff and board members
- Tenant surveys
- Suggestion boxes
- Meetings with tenant advocates and other stakeholders

Privacy
Barriekneal Housing & Community Ltd will ensure that the applicant's/tenant's right to privacy and confidentiality is respected and that they can have access to personal information held by Barriekneal Housing & Community Ltd. All information pertaining to the complaint and appeal will be maintained in a file.

External stage
If the applicant/tenant and Barriekneal Housing & Community Ltd are unable to resolve problems associated with the complaints against the housing provider, then the case will be referred to the appropriate external body, such as the Aboriginal Tenants Advice and Advocacy Service, or NCAT.

Sample appeals procedure
Tenants and applicants have the right to ask us to review decisions they disagree with or think are unfair.

The sorts of decisions that can be appealed are:
- rejection for rehousing
- not eligible for housing
- allocated inappropriate property
- request for property improvements rejected

The grounds for making an appeal are that Barriekneal Housing & Community Ltd has not followed policies and procedures, that policies and procedures are not fair or that a decision was made without the right information.

When an applicant disagrees with a decision, and the decision is believed to breach the law (e.g. the Residential Tenancy Act, or other legislation) they may make a complaint if they are not happy with an informal internal review.

Guidelines for responding to an appeal will be the same as for complaints in all matters. The following steps will be followed, unless the person making the appeal can give good reason for why they are unable to use any part of the process.

Step 1 Internal review
The first step will be for the person responsible for the original decision to reconsider their decision, based on the reasons given by the tenant or applicant. Their response will be in writing.

Step 2 Internal appeal
If the person is still not happy with the decision, they can ask for a second internal review by the next level of accountability. They should put the details in writing, using the 'Complaints and Appeals form or by writing a letter. They will reconsider the decision by listening to both the person appealing and the person who made the decision. Their response will be put in writing.

Step 3 External appeal
If the applicant/tenant and Barriekneal Housing & Community Ltd are unable to resolve problems associated with the appeal being made against the housing provider, then the case will be referred to the appropriate external body, such as the Aboriginal Tenants Advice and Advocacy Service, or NCAT.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy and ensure staff adhere to the Policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Neighbour Disputes & Nuisance and Annoyance, Pets & Cleanliness

Scope

Barriekneal Housing & Community Ltd will seek to resolve neighbour disputes and complaints of nuisance and annoyance against tenants.

Reference to National Community Housing Standards

1.4 Ending Tenancies
3.1 Tenants Rights

Policy

Barriekneal Housing and community Ltd (The Landlord)

Persons living in the community have the right to peaceful enjoyment of their property. A tenant is entitled to quiet enjoyment of the residential premises without interruption by the landlord. A landlord must not interfere with, or cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in using the residential premises. A landlord or landlord's agent must take all reasonable steps to ensure that the landlords' other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.
Barriekneal Housing & Community Ltd is committed to successful tenancies and sustainable communities and will utilise a range of early intervention and prevention strategies to assist tenants to maintain their tenancy successfully.

Barriekneal Housing & Community Ltd will, where appropriate, assist tenants to positively resolve issues impacting on their tenancy success.

Tenants will be afforded the opportunity to respond to allegations made against them.

If the alleged behaviour does not constitute a breach of the Residential Tenancy Agreement Barriekneal Housing & Community Ltd will advise the complainant of what other avenues are open to resolve the issue.

All complaints relating to disruption by Barriekneal Housing & Community Ltd tenants will be recorded and responded to. Details of the complaint, action and any outcome will be placed on the tenant file.

Procedure

Complaints Regarding Non- Barriekneal Housing & Community Ltd Housing Neighbours
Where a complaint is received from a tenant about problems being experienced with a neighbour, Barriekneal Housing & Community Ltd will assist the tenant by providing information to the tenant on methods of dispute resolution, such as:

- Communication with their neighbour
- Intervention by local authorities including councils, bodies corporate
- Intervention by the police
- Any available mediation processes

Barriekneal Housing & Community Ltd will expect the tenant to initiate action after being given contact information to resolve any dispute and Barriekneal Housing & Community Ltd will not act as an advocate or third party in such disputes.

Complaints about Barriekneal Housing & Community Ltd Tenants
A tenant must not do any of the following:

- Use the residential premises, or cause or permit the premises to be used for any illegal purposes
- Cause or permit a nuisance
- Interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of any neighbour of the tenant
- Intentionally or negligently cause or permit any damage to the residential premises
- Cause or permit a number of persons to reside in the residential premises that exceeds any number specified in the Residential Tenancy Agreement

Serious disputes involve behaviour which is persistent or intentional, represents a nuisance and causes interference with the peace, comfort or privacy of others. Where the alleged perpetrator is a tenant, the tenant is in breach of their agreement with Barriekneal Housing & Community Ltd.

Where a complaint is received of problems being experienced with a Barriekneal Housing & Community Ltd tenant, Barriekneal Housing & Community Ltd will swiftly initiate action to investigate any claims. Complainants will be asked to lodge their complaint in writing.

Where the complainant declines to lodge a complaint in writing, a verbal statement will be taken and he or she will be asked to provide some other evidence of the alleged events – e.g., police incident number. Without such evidence, there may be no further investigation of the matter. In such a case, a file note of the conversation will be made and placed on the tenant file.

In investigating any written or verifiable complaint there will at no time be any identification of the complainant to the tenant unless with the express written permission of the complainant.

If the complainant is at risk, he or she should be advised to make a formal complaint to the Police.

Written records will be kept of the investigation, outcome and any agreements made. These records will be placed on the tenant file.

If there are substantiated complaints of frequent or ongoing disruption, prior to any legal action being taken, the tenant will be asked to attend an interview with the Housing Manager. They will be advised that failure to attend the interview will result in action taken at the NCAT to remedy the breach. At the interview, the tenant will be advised of the impact that their ongoing disruption is having on the neighbours and the legal consequences if the disruption continues.

Actions that Barriekneal Housing & Community Ltd may take as a result of a substantiated complaint of nuisance and annoyance include:

- Remind the tenant of their responsibility under the Residential Tenancy Agreement
- Request the tenant to cease the disruptive behaviour
- Identify strategies to resolve the complaint directly between the tenant and complainant
- Identify and recommend any intervention strategies such as mediation
- Written letter to tenant informing them of the breach in their Residential Tenancy Agreement and asking for rectification and identifying consequences if the behaviour was to continue
- Refer the tenant to appropriate support agencies
- Appropriate legal action to remedy the dispute under the provisions of the Residential Tenancies Agreement.

Barriekneal Housing & Community Ltd will only consider the possibility of rehousing the tenants, where it is considered that the current housing environment has contributed significantly to the disruption. In assessing the appropriateness of rehousing, the following factors will be considered:

- Nature and extent of disruption
- Extent to which the tenant's behaviour has contributed to the disruption
- Extent to which environmental factors have contributed to the disruption
- Likelihood of the disruption re-occurring at an alternative location
- Whether the tenant has previously been transferred or evicted for disruption
- Nature and extent of the tenant supports that will be in place for the next tenancy
- Availability and suitability of alternative housing and the impact rehousing would have on the Waiting List.
- At the discretion of the Housing Manager and the Board.

Serious Disruption

Disruptions are classed as serious if they involve any of the following:

- Serious harassment;
- Threats to the health or safety of a person;
- Physical assaults;
- Violent acts;
- Frightening behaviour;
- Illegal activity that has been substantiated by the relevant authorities;
- Arson;
- Placing Barriekneal Housing & Community Ltd in a potentially serious legal vulnerability;
- Repeated Police visits.

All serious disruptions must be referred to the Housing Manager. If there is a direct threat to a person's health or safety the complainant is to be advised to report the matter to the Police. These complaints are to be reported to the CEO within twenty-four (24) hours and an investigation carried out within seventy-two (72) hours.

The investigation is to be sensitive to the safety needs of both Barriekneal Housing & Community Ltd staff and the complainant.

The tenant will be afforded the opportunity to respond to the complaint. They will be advised of their obligations under the Residential Tenancy Agreement.

Barriekneal Housing & Community Ltd will seek to preserve a tenancy where possible but reserves the right to utilise rights afforded under legislation or common law to cease a breach of the peace or potential legal vulnerability.

Actions that Barriekneal Housing & Community Ltd may take as a result of a serious incident include:

- Remind the tenant of their responsibility under the Residential Tenancy Agreement
- Request the tenant to cease the disruptive behaviour
- Identify strategies to resolve the complaint directly between the tenant and complainant
- Identify and recommend any intervention strategies such as mediation
- Written letter to tenant informing them of the breach in their Residential Tenancy Agreement and asking for rectification and identifying consequences if the behaviour was to continue
- Refer the tenant to appropriate support agencies
- Appropriate legal action to remedy the dispute under the provisions of the Residential Tenancies Agreement.

If all options have been exhausted and no resolution reached, Barriekneal Housing & Community Ltd may seek termination of a lease and possession of the subject property.

Pets

Barriekneal Housing and Community Ltd generally has a 'no pet' policy, subject to laws allowing same – e.g.
Companion Animals Act. Private landlords generally do not permit pets and this policy avoids restriction only upon these tenants. Where this policy would cause undue hardship, tenants may apply to the Housing Manager, who in consideration of all the circumstances may allow a pet as a special consideration.

Where Barriekneal Housing and Community Ltd receives a transfer of housing from another housing provider, who allowed the subject pet/s, Barriekneal Housing and Community Ltd will adhere to that allowance for the life of the subject pets.

Under no circumstances will a dangerous pet be permitted to be accommodated in Barriekneal Housing and Community Ltd

In any case, pets that create a nuisance and or annoyance to neighbours will not be allowed to continue to be accommodated in Barriekneal Housing and Community Ltd leased residential premises.

Tenants who are given permission to keep a pet in the premises are required to pay for the cost of professionally cleaning the carpet (or are required to pay the cost of professionally cleaning the carpet) at the end of the tenancy (Residential Tenancy Act 2010).

Tenants to Keep Premises Reasonably Clean
Barriekneal Housing and Community Ltd, subject to adjustments to this definition according to law, defines the
obligation of a tenant to keep their premises "reasonably clean" as "keeping premises, both internally
and externally, in such a manner as to not attract vermin, not cause damage and to not be kept in such
a manner so as to be considered by a reasonable person to be offensive, dirty and or unkempt".

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy and ensure staff adhere to the Policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Domestic Violence and Harassment

Scope
To define how Barriekneal Housing & Community Ltd will respond to situations of domestic violence or harassment.

Acknowledgement
This Policy has been adopted from the policy outlined in the Strengthening practice in responding to domestic and family violence Toolkit: a partnership between NSW Federation of Community Housing, Domestic Violence NSW, Homelessness NSW and NSW Family and Community Services.

References
It Stops Here: Standing together to end domestic and family violence
Residential Tenancies Act 2010 (NSW)
Strengthening practice in responding to domestic and family violence: A toolkit for community housing providers.

National Community Housing Standard
1.3 Changing Needs of Tenants
4.1 Tenants Access to Support
4.3 Providing housing information, advice and referral

Policy
The NSW Government has worked together with Government Agencies and community organisations to develop the Domestic and Family Violence Framework for Reform, "It Stops Here: Standing together to end domestic and family violence". Community Housing Providers are a key component of the integrated response to improve policy and service delivery to victims of domestic and family violence

Tenants are entitled to reside in their property free from all forms of violence.
Barriekneal Housing & Community Ltd will implement systems to respond to tenants who experience domestic violence or harassment.

In determining Barriekneal Housing & Community Ltd response to these situations, the views of the person experiencing the violence will be sought and incorporated (where possible) in any action taken.

Where staff are made aware of a situation of domestic violence perpetrated against a tenant, co-tenant or occupant, the Housing Manager is to be alerted. The Housing Manager will undertake mandatory reporting and if appropriate offer support to the person including recommending seeking Police assistance and actioning an AVO.

Part 4 Section 79 of the Residential Tenancies Act 2010, Change of tenants after AVO, states "If a co-tenant is prohibited from having access to residential premises under a Final Apprehended Violence Order, that co-tenant's tenancy is automatically terminated without affecting the tenancy of any other cotenant" and "the tenant or occupant is entitled to alter remove or add or cause to permit the alteration, removal or addition of a lock or other security device without the landlords consent, if another tenant or occupant or former tenant or occupant becomes the subject to an Apprehended Violence Order prohibiting access to the residential premises"

When the Housing Manager or other employee of Barriekneal Housing & Community Ltd becomes aware that a tenant becomes the subject of a Final Apprehended Violence Order, the Housing Manager is to take a copy of the final Apprehended Violence Order for the tenant file.

In some circumstances the Final Apprehended Violence Order can take over 12 months to be received. The tenant is able to end the lease Under Section 102 of the Residential Tenancy Act 2010 by applying to the NCAT for an Order to terminate the lease under the special circumstances clause instead of waiting for the Final Apprehended Violence Order.

Barriekneal Housing and Community Ltd recognises that domestic and family violence can happen to anyone, regardless of social background, disability, age, gender, religion, sexuality or ethnicity. We also recognise that domestic and family violence affects both male and female victims, including those in lesbian, gay, bisexual, transgender, intersex and queer relationships. We are committed to supporting victims of domestic and family violence regardless of gender or sexuality.

Barriekneal Housing and Community Ltd takes domestic and family violence seriously and is committed to providing a sensitive and confidential response to anyone approaching us for assistance in cases of domestic and family violence.

Barriekneal Housing and Community Ltd is committed to building our skills, capacity and practice to identify indicators of domestic and family violence and to work with victims to assist them to manage their housing and support situation.

Barriekneal Housing and Community Ltd will take appropriate action that balances the rights and wishes of the victim with the rights of the landlord to protect the property and the safety and wellbeing of other household members and neighbours.

Barriekneal Housing and Community Ltd will also work with support services and other partners to assist victims and deal with perpetrators as domestic and family violence cases require a multi-agency approach. This policy covers all tenants and applicants of Barriekneal Housing and Community Ltd.

- This policy applies to all tenants (including applicants, former tenants and existing tenants) who accept accommodation in properties owned or managed by Barriekneal Housing and Community Ltd
- This policy describes the organization's objectives and policies regarding *Identifying and Responding to Victims of Domestic and Family Violence.*

Barriekneal Housing & Community Ltd will take into consideration the needs of the perpetrator as well as the non–violent tenant.

The Housing Manager may make determination that the rehousing needs may be required to take precedence over other allocation policies and procedures i.e. eligibility or mismatch of housing stock.

If appropriate, possibly offering a transfer to alternative housing to the non-violent tenant or the perpetrator.

Section 79 of the Residential Tenancy Act 2010 allows for the termination of a co-tenant's tenancy where that person has been prohibited by a final AVO from accessing the property.
As a tenant, a victim can change the locks, without the landlord's consent, if any occupant has an AVO with an exclusion order (interim, provisional or final) against the perpetrator. They can withhold copies of the new keys or opening devices from the excluded occupant. The cost for this is paid for by the tenant. The tenant also needs to provide a copy of the keys to the landlord where required.

Procedure

Barriekneal Housing & Community Ltd will primarily consider the safety of the non-violent tenant and any children in assisting in the resolution of any domestic violence situation.

Barriekneal Housing and Community Ltd will support and resource our staff across all aspects of community housing provision to have an understanding of domestic and family violence. Staff will utilise the Domestic and Family Violence Pathways tools to understand their internal reporting and support structures. Through understanding our role in identifying indicators of domestic and family violence and referring to tenancy management staff for further investigation, Barriekneal Housing and Community Ltd will develop and enhance their early intervention approach to vulnerable tenancies and victims.

The safety of the non-violent tenant can be enhanced through other means, such as:

- Working with and supporting any local support services or the Police who may be attempting to resolve the domestic violence situation
- Providing referrals to support including legal and other advice
- May offer, where available, a transfer to alternative accommodation to the victim or the perpetrator. • Ensure all staff across all divisions receive training on identifying and responding appropriately to domestic and family violence.
- Enable residents to report domestic and family violence to us in different ways, including in person, in writing, over the phone and online.
- Investigate all reports of domestic and family violence that we receive. Reports of antisocial behaviour might also be related to incidents of domestic and family violence and will also be investigated.
- Give victims the opportunity to opt for a staff member of the same gender to deal with their case wherever practicable.
- Ensure that victims know that they can meet staff in confidence at Barriekneal Housing and Community Ltd' offices or at an agreed safe venue. We will also agree to the method of contact that the victim wishes us to use to stay in contact with them.
- Work with partner agencies to ensure co-ordinated services to prioritise the victim's (including children's) safety.
- Advise victims of external agencies who can offer further advice and support (for advice on tenancy issues, legal advice for example) and make referrals on their behalf and with their consent if required.
- Encourage victims to engage with domestic and family violence support and advocacy services and make referrals on their behalf and with their consent if required

Where the Perpetrator is not a Tenant of the Property
Perpetrator as defined by Section 3 'Definitions' of the Residential Tenancy Act 2010.

The tenant will be advised of advisory, counselling and legal services and action that can be taken to assist in the safety and security of the tenant.

Similarly, where tenants are being persistently harassed or vilified by neighbours, Barriekneal Housing & Community Ltd will consider rehousing the tenant in a more appropriate and safer location.

Change of tenants after AVO

Termination of tenancy

On the making of a final apprehended violence order that prohibits a co-tenant or a tenant from having access to the residential premises, the tenancy of that co-tenant or tenant under the residential tenancy agreement is terminated. Such a termination does not affect the tenancy of any co-tenant not subject to the order.

Protection of Children at the Premises

Where a tenant is experiencing domestic violence and there are children residing at the premises, support and assistance will be offered to the non-violent tenant to ensure the safety and wellbeing of the children.

Tenants are able to change the locks at their own expense if a tenant or occupant is under any Apprehended Violence Order.

If the tenant (or co-tenant) is under a final Apprehended Violence Order which prohibits that person from having access to the premises, the Residential Tenancy Agreement for that person is terminated.

Where the tenant is unable or unwilling to ensure the safety of the children and it is believed the child/children are at risk of harm, the Human Services Community Services is to be informed (under the mandatory reporting requirements of the Child Protection Act 2009) in accordance with their reporting procedures.

Responsibilities

The Board will develop and approve policy in line with organisational objectives.

The CEO will contribute to policy development, resolve any conflict between the systems developed and Board approved policy and ensure staff adhere to the Policy.

All staff are responsible for familiarising themselves with policy requirements, observing and implementing those requirements and procedures. Staff will be provided with amendments and changes to these policies and procedures from time to time and will be responsible for ensuring their individual copies of the manual are updated with the changes.

Management

- Develops policies and procedures to achieve policy objectives
- Coordinates and implements policy for *Identifying and Responding to Victims of Domestic and Family Violence*
- Oversees training and ensures adoption by all employees responsible for *Identifying and Responding to Victims of Domestic and Family Violence*
- Reviews policy and procedure on biannual basis to ensure compliance with legislation and adopts accordingly

Employee Responsibilities

- Understand and comply with Barriekneal Housing and Community Ltd policies regarding *Identifying and Responding to Victims of Domestic and Family Violence*

Children and Young People at Risk Policy

Purpose and Objective
Barriekneal Housing and Community Ltd cares about the safety, welfare and wellbeing of children, young people and their families and play an important role in the child protection system. As a Social housing and Community Services provider, our role in child protection is to report to the Child Protection Helpline any reasonable suspicion that a child or young person is at risk of significant harm.

Where the suspected risk of significant harm is below this statutory reporting threshold, Barriekneal Housing and Community Ltd will work with other government agencies and non-government organisations to identify services' responses to support children, young people and their families.

Barriekneal Housing and Community Ltd will use best endeavours to comply with a request for assistance from FACS Community Services, if the request is consistent with its own responsibilities as a social housing provider. In addition, the Children's Court may make an order directing social housing providers to provide assistance to a child or young person.

This policy has been developed from the NSW FACS Children and young People at Risk Policy https://www.facs.nsw.gov.au/housing/policies/children-young-people-at-risk-policy
The purpose of this policy is to outline the role of social housing providers in child protection matters.

Scope

- This policy applies to all tenants including applicants, former tenants and existing tenants
- This policy applies to all Barriekneal Housing and Community Ltd services and properties
- This policy describes the organization's objectives and policies regarding *Children and Young People at Risk*

References

In undertaking its role in child protection, Barriekneal Housing and Community Ltd staff are required to comply with the following Acts:

- The Children and Young Persons (Care and Protection) Act 1998, including 2009 amendments of information sharing requirements
- Children Legislation Amendment (Wood Inquiry Recommendations) Act 2009 No 13 on 24 January 2010
- The Privacy and Personal Information Protection Act 1998
- The Health Records and Information Privacy Act 2002
- Ombudsman Act 1974
- Housing Act 2001
- Residential Tenancies Act 2010

Policy

The NSW Government five-year plan to change the way children, young people and families are supported and protected in NSW is outlined in Keep Them Safe: A shared approach to child wellbeing

Keep Them Safe aims to provide support to families earlier, by agencies working collaboratively, to prevent children and young people requiring statutory child protection intervention.

Social housing providers are committed to the principles of Keep Them Safe and work in partnership with other agencies concerning the safety, welfare and wellbeing of children and young people by:

- Recognising the signs of abuse and neglect and reporting the name or a description of a child or young person reasonably suspected of being at risk of significant harm to the Child Protection Helpline.
- Working with other government and non-government agencies to monitor instances where a child or young person is reasonably suspected of being at risk of significant harm.
- Making appropriate referrals to agencies that support children, young people and families.
- Providing appropriate housing assistance to children, young people and their families.

Barriekneal Housing and Community Ltd responsibilities

All Barriekneal Housing and Community Ltd staff are mandatory reporters by law and if, during the course of their work, staff have a reasonable suspicion that a child or young person is at risk of significant harm, a report will be made as soon as practicable to the Child Protection Helpline. Barriekneal Housing and Community Ltd staff are not authorised to investigate suspected cases of child abuse or neglect.

Key responsibilities for Barriekneal Housing and Community Ltd includes:

- Providing housing assistance to eligible households where children and young people are at risk.
- Assisting children and young people in the transition from out of home care to independent living in private and social housing or to help prevent children from entering out-of-home care
- Taking into consideration the safety, welfare and wellbeing of children and young people when assessing applications for priority assistance from eligible tenants who are experiencing domestic violence.
- Referring families in crisis to appropriate support services.
- Seeking assistance from a local Family Referral Service where available.
- Reporting to FACS Community Services if the child or young person is known to be currently under the care of the Minister.

FACS has a responsibility to ensure that organisations funded or regulated by FACS are aware of their responsibilities under the Children and Young Persons (Care and Protection) Act 1998.
Barriekneal Housing and Community Ltd also has a responsibility to ensure that:

- Staff receive training in how to recognise and report cases of child abuse and neglect.
- Child protection policies, guidelines and procedures are properly implemented
- Any allegation of child abuse made against a member of staff is reported to FACS Community Services and the NSW Ombudsman.

Working with other agencies

The Child Wellbeing and Child Protection – NSW Interagency Guidelines (2009) set out in practical terms the ways that the wider community and human services agencies can collaborate in their work with children, young people and their families where there are concerns of at risk of significant harm. The guidelines detail general indicators of child abuse and neglect, which can assist staff in identifying whether a child or young person is being abused or neglected.

Barriekneal Housing and Community Ltd works directly with other government and non-government organisations with the aim of improving access to services and strengthening partnerships and early intervention approaches, including:

- FACS Community Services
- NSW Police Force
- NSW Health
- Corrective Services NSW

- Juvenile Justice
- Local Government Authorities
- National Disability Insurance Agency
- Other organisations that supervise and are responsible for the provision of health care, welfare, education, children's services and residential services.

Exchange of information with other government and non-government agencies

Under Chapter 16A of the Children and Young Persons (Care and Protection) Act 1998, government agencies and non-government organisations have the authority to request and release information about a child or young person and their parent, without consent, if it relates to the safety, welfare and wellbeing of a child or young person.

The exchange of information only relates to information already held by the agency and where the information will assist in:

- Making a decision, assessment or plan,
- Initiating or conducting an investigation,
- Providing a service relating to the safety, welfare or wellbeing of the child or young person (or class of children or young persons), and/or,
- Managing a risk to a child or young person. In situations where sharing information under Chapter 16A of the Children and Young Persons (Care and Protection) Act 1998 is related to a domestic violence matter that puts the victim's safety and/or health at threat, information can be exchanged under Part 13A of the Crimes (Domestic and Personal Violence) Act 2007. For more information, go to the Privacy Policy.

Working with FACS Community Services

FACS Community Services is the lead agency in providing care and protection to children and young people and is prescribed by the Children and Young Persons (Care and Protection) Act 1998. The primary role and responsibility of FACS Community Services involves receiving, assessing, investigating and responding to reports of child abuse and neglect and providing statutory intervention when required.

Under the Children and Young Persons (Care and Protection) Act 1998:

- A child is under 16 years of age; and
- A young person is aged 16 years or above but under 18.

Requests for information from FACS Community Services FACS Community Services can request information from Housing Pathways providers, as a prescribed body under Chapter 16A of the Children and Young Persons (Care and Protection) Act 1998.

Where a request for information under Chapter 16A is received, and the social housing provider is confident the request meets the principles of Chapter 16A, the information must be supplied.
Social housing providers can decline a request for information under Chapter 16A from a prescribed body if the request does not meet the principles of Chapter 16A. FACS Community Services however has the power by a notice under Section 248 of the Children and Young Persons (Care and Protection) Act 1998 to compel social housing providers to disclose existing information relating to the safety, welfare and wellbeing of a child, an unborn child or a young person. Social housing provider staff are legally obliged to provide this information to FACS Community Services. However, FACS Community Services can only collect information that already exists. It cannot require social housing provider staff to collect new information or to undertake a separate assessment and report.

Requests for information made under Section 248 will only occur after discussions between senior management of both agencies have taken place.

Requesting information from FACS Community Services Social housing providers can request information from FACS Community Services under Chapter 16A if it relates to the safety, welfare and wellbeing of a child or young person. FACS Community Services is a prescribed body under Chapter 16A and is legally required to provide this information, if the request meets the principles of Chapter 16A.

Safeguarding of people who make reports
Reports relating to child wellbeing are confidential. The identity of a reporter cannot be disclosed without their permission or unless directed by a judge or magistrate during court proceedings. Disclosure to a law enforcement agency is also authorised (subject to conditions) under Section 29(4A) of the Children and Young Persons (Care and Protection) Act 1998 if it is investigating a serious offence against a child or where disclosure is necessary for the protection and safety of the child and any other child.

Confidentiality
All information concerning a report is treated in the strictest confidence. Barriekneal Housing and Community Ltd staff must not inform parents or caregivers that FACS Community Services or the Police are investigating an incident of suspected child abuse or neglect. Any person making an inquiry or complaint concerning a report will be referred to FACS Community Services or the Police.

Privacy and Personal Information Protection Act 1998 and the Health Records and Information Privacy Act 2002
Under these two Acts, there are a number of exceptions to the general rule of non-disclosure, whereby Barriekneal Housing and Community Ltd staff may disclose or exchange relevant personal information to or with other agencies if lawfully authorised or required to do so. Under the Children and Young Persons (Care and Protection) Act 1998, the non-disclosure provisions of Privacy or other laws are specifically excluded from operating to prevent the proper provision or exchange of information under that Act.

Related documentation
- Keep Them Safe
- FACS Community Services
- NSW Ombudsman
- NSW Advocate for Children and Young People

Further Information
Appeals and review of decisions
The making of child protection reports by Barriekneal Housing and Community Ltd is not appealable. Barriekneal Housing and Community Ltd staff are legally required to make a mandatory report to FACS Community Services if, during the course of their work, they have reasonable grounds for suspecting a child is at risk of significant harm. Housing Pathways provider staff are also authorised by legislation to make non-mandatory reports with respect to children and young people. 61

Responsibilities
Management
1) Develops policies and procedures to achieve policy objectives
2) Coordinates and implements policy for *Children and Young People at Risk*
3) Oversees training and ensures adoption by all employees responsible for *Children and Young People at Risk*
4) Reviews policy and procedure on biannual basis to ensure compliance with legislation and adopts accordingly

Employee responsibilities
1) Understand and comply with Barriekneal Housing and Community Ltd policies regarding *Children and Young People at Risk* Policy

Key Control Policy

Purpose and Objective
The purpose of this document is to explain the policy for providing *Key Control*.

Scope

- This policy applies to all tenants (including applicants, former tenants and existing tenants) who accept accommodation in properties owned or managed by Barriekneal Housing and Community Ltd
- This policy describes the organization's objectives and policies regarding *Key Control.*

Barriekneal Housing and Community Ltd will provide *Key Control* in accordance with:
1) Residential Tenancies Act and Regulations.
2) The terms of the residential tenancy agreement.
3) Barriekneal Housing and Community Ltd policies.

Both the tenant and Barriekneal Housing and Community Ltd have rights and obligations under the above Act, the residential tenancy agreement and Barriekneal Housing and Community Ltd policies.

Responsibilities

Management
1) Develops policies and procedures to achieve policy objectives
2) Coordinates and implements policy for *Key Control*
3) Oversees training and ensures adoption by all employees responsible for *Key Control*
4) Reviews policy and procedure on biannual basis to ensure compliance with legislation and adopts accordingly

Employee responsibilities
1) Understand and comply with Barriekneal Housing and Community Ltd policies regarding *Key Control*

Policy

The Barriekneal Housing and Community Ltd Key Control Policy provides the organisation and employee's clear guidance of the management of all Barriekneal Housing and Community Ltd Property Keys and procedures to maintaining key records and work procedures in response to property key coordination.

To achieve optimal key control procedures to reduce administration of property key coordination and storage

- Tenants will be issued with two sets of keys for the property at the commencement of the tenancy and are responsible for the return of the keys at the end of their tenancy.
- The Property Services Team will ensure that two sets of keys are available and that these keys operate the locks at the property.
- Where possible, Barriekneal Housing and Community Ltd will attempt to have all doors to the property keyed alike.
- Where possible Barriekneal Housing and Community Ltd will attempt to have all window locks keyed alike.

- Tenancy Services will ensure all keys are photocopied before being issued to a tenant. The resulting sheet will be signed and dated by both the tenant and the issuing staff member.
- A copy of this signed sheet will be scanned and saved to the tenants file and the tenant will also be issued with a copy of the signed sheet.
- If keys are lost or misplaced during the tenancy, the tenant is responsible for replacement and costs of the keys.
- If keys are not returned at the end of the tenancy, locks will be changed and the costs charged to the tenant.
- Barriekneal Housing and Community Ltd will only replace locks on vacant properties if an issue has been identified by the housing Manager and confirmed in writing.

Storage of Keys

Any keys held whilst a property is vacant will be labelled with the property reference number and kept in a locked cabinet. There will be a locked cabinet/room available at each branch for this purpose.

A Key Control register will be operative at all sites any keys removed from this cabinet must be signed for by the person removing the keys.

A lock box will be utilised so that contractors can gain access to vacant properties for maintenance & repairs. The Property Inspector for each region will be responsible for the management of the lock boxes and keys during vacant/void periods.

Working with Tenants who Hoard

Purpose and Objective
The purpose of this document is to explain the policy for *Working with Tenants who hoard* This includes social housing, affordable housing, and transitional housing.
Barriekneal Housing and Community Ltd is committed to ensuring that our houses and communities are places where people want to live and feel safe. It is necessary to ensure that the safety of tenants is paramount and that they all live in comfortable conditions.
The Hoarding Policy supplements Barriekneal Housing and Community Ltd' fire safety policy arrangements and contributes to the health and safety management system established and in place.

The purpose of this policy is to provide guidance in managing tenants and household members who are identified as people with hoarding tendencies.

Scope

- This policy applies to all tenants (including applicants, former tenants and existing tenants) who accept accommodation in properties owned or managed by Barriekneal Housing and Community Ltd
- This policy applies to all Barriekneal Housing and Community Ltd properties
- This policy describes the organization's objectives and policies regarding *Working with Tenants who hoard*

References

Barriekneal Housing and Community Ltd will start a tenancy in accordance with:

- a) The Housing Act 2001
- b) Residential Tenancies Act 2010 and Regulations
- c) Barriekneal Housing and Community Ltd Policies.

Both the tenant and Barriekneal Housing and Community Ltd have rights and obligations under the above Acts, the residential tenancy agreement and this policy.

Definitions

Term: Hoarding Disorder
Definition: Hoarding Disorder is a psychiatric condition (Diagnostic Statistical Manual V) characterised by excessive collecting and extreme inability to discard worthless objects. In some cases, it can lead to squalid conditions that interfere with normal living, which in turn can affect the health, safety and quality of life for the sufferer and those who live with them, their neighbours and the community.

Responsibilities

Executive
1) Establish policy objectives

Management
1) Develops policies and procedures to achieve policy objectives
2) Coordinates and implements policy for *Working with Tenants who hoard*
3) Oversees training and ensures adoption by all employees responsible for *Working with Tenants who hoard*
4) Reviews policy and procedure on biannual basis to ensure compliance with legislation and adopts accordingly

Employee responsibilities
1) Understand and comply with Barriekneal Housing and Community Ltd policies regarding *Working with Tenants who hoard*

Policy

Tenant Rights and Obligations
Tenants in New South Wales have rights under the Residential Tenancies Act 2010.
They also have obligations which include:

- To care for the premises
- To pay for any damage caused by the tenant or their guests
- To report the need for any repairs or maintenance
- Not to make alterations or additions without the landlord's permission
- Not to alter, remove or add a lock or security device without the landlord's consent (except in certain domestic violence situations)
- Not to cause or permit a nuisance
- Not to interfere with the peace, comfort or privacy of neighbours.

Working with tenants who hoard
It is recognised amongst professionals that work with hoarding that agency intervention has a low success rate and that reoccurrence of hoarding is high.
Multi-agency approaches are often the most effective and long-term support is recommended.
Hoarding can be brought to Barriekneal Housing and Community Ltd staff attention through many different ways including:

- Tenancy visits
- Maintenance visits
- Complaints from neighbours
- External agency contact
- Fire service initiatives.

When a hoarding issue is first identified, review the tenant management record to see if a previous issue has been identified. It is important to see if any support agencies are involved with the tenant already.

Undertaking an Assessment of a Tenant with Hoarding Issues
It is important to use all the avenues available to you to undertake an assessment of the tenant's care of the property.

Barriekneal Housing and Community Ltd will utilise the Hoarding Screening Assessment Form as a standard tool that can be utilised during routine property inspections. This tool will provide an initial assessment to inform (Service name) as it plans intervention with the tenant to manage the hoarding or squalor identified.

Barriekneal Housing and Community Ltd may also utilise the Clutter Image Rating Scale and the Environmental Cleanliness Clutter Scale as a means of accurately recording the extent of hoarding or squalor at a given point in time within a property.

Support
Where family and friends are already involved and willing to cooperate, their assistance can be valuable and it can give insight into the tenant's situation. It is important to manage this sensitively. The priority has to remain on engaging with the tenant personally where ever possible.

Where an individual is already engaging with a support service, work with the tenant and support service to establish a discussion about the hoarding issues.

Where an individual is not engaged with a support service, but appears to be open to accepting a referral for support, explore with them a referral to a relevant support service for assessment. Short, sharp solutions might resolve immediate issues that need to be dealt with but tend not to be sustainable. Hoarding behaviour can often return if the underlying cause is not dealt with.

Some support solutions include:

- Development of an action plan to guide planning and intervention
- Establishment of a support package
- More frequent visits from the tenancy manager
- Regular updates / meetings with relevant agencies
- Homecare or health care package
- Counselling support
- Cognitive behaviour therapy (such as the Buried in Treasures program available through some areas in NSW)
    - Assistance with moving home or property adaption
    - A home safety check by the local fire service
    - Power of attorney provision.

Where support is offered and refused, it is important to note this in the tenant's records as this may be crucial evidence later if legal action is required. A joint meeting with any agencies attempting to offer support to the tenant might be useful at this stage to explore options.

Enforcement

In some cases, enforcement action may be required in line with the Residential Tenancy Act 2010 (NSW).
This may be to:

- gain access to the property
- examine / execute necessary work
- gain possession of the property.

Enforcement action should only be taken where:

- other action has been attempted and refused or failed
- the case poses serious and immediate risks that require a legal resolution.

Partnership working

Where the tenant is already known to one or more agency, establish a meeting to discuss concerns and explore possible action, including the tenant in discussions.

Where the tenant is not engaged with any support services, with the support of the Housing Manager or equivalent, explore referral to relevant support services.

Fire and Rescue NSW should be informed of any high risk hoarder, especially if they are within a property which may affect others, such as an apartment block. Referrals should be made through the Team Leader or equivalent.

Pay TV Satellite Dishes and Antennae Policy

Barriekneal Housing and Community Ltd “acknowledges” and has elected to adopt the Housing NSW policy in relation to the installation of Pay TV therefore the following policy and practices must be applied to the assessment and management of pay TV installations. Installing pay television facilities requires structural changes to be made to the building.

Tenants must first seek written approval from us if they wish to have pay television facilities installed in any Barriekneal Housing and Community Ltd property.

An application generally can only be considered in the types of properties noted above if a signed agreement setting out Barriekneal Housing and Community Ltd’s requirements for access to our properties, exists between us and the company providing the service the tenant wishes to access (except freestanding cottages). This is known as an “Access Agreement” and an example of such an agreement would be that which would be developed between Barriekneal Housing and Community Ltd and a service provider like Foxtel.

The tenant is responsible for arranging their contracts and the cost of subscribing to pay television. Barriekneal Housing and Community Ltd is not responsible for any installation, disconnection, subscription, security of installation, maintenance, technical, and quality of reception or billing problems. Tenants must deal directly with the company they subscribe to if they experience any problems with their pay television service.

Under no circumstances will Barriekneal Housing and Community Ltd sign or enter into individual pay television subscription contracts on behalf of a tenant. Tenants cannot allow the installation of pay television services without first ensuring that written approval has been provided by Barriekneal Housing and Community Ltd. As the popularity of pay television grows and the number of service providers increases, Barriekneal Housing and Community Ltd and service providers need to be conscious of the structural limitations of each individual building.
Pay television service providers are solely responsible for the cost of installing and maintaining their equipment.

If a tenant lives in a building that has a body corporate, the body corporate’s approval must also be obtained. In most cases obtaining heritage, local council and body corporate approval is the responsibility of the service provider.

Written Notice
If a tenant wishes to have pay television facilities installed, they or their potential service provider must first lodge their request in writing with Barriekneal Housing and Community Ltd.

Approval isn’t granted automatically. When the request is received, we will look at the rules affecting the installation of pay TV in the tenants home and whether or not an Access Agreement currently exists between Barriekneal Housing and Community Ltd and the tenants chosen service provider.
We will also consider the possible impact for the tenant’s neighbours of allowing the installation and the number of antennas and dishes already on the building. Once this is done, we will inform the tenant and/or the service provider in writing whether or not their request has been given “in principle” approval.

The service provider is then required to outline where the dish will be installed; if this is a new installation or are they using an existing dish; how they would cable common areas and any other relevant technical information/drawings. Once this is received from the service provider, we will then evaluate the information and grant final approval if no local government, body corporate or other issues exist. If approval is declined, we will explain the reasons for this decision in the letter. It is up to the service provider and/or the tenant to resolve any local government, heritage or body corporate issues. Tenants are not to allow the facilities to be installed until the service provider has received our final written approval. If Barriekneal Housing and Community Ltd objects to the intended installation, we must advise the tenant and/or the service provider of the reasons for the objection in writing.

Relevant Approvals

Some council's regard a satellite dish as a structure which may require the lodgement of a Development Application with the local council. There may also be specific council regulations affecting the installation of antennae in each local area. These are all issues the service provider will address as detailed in their agreement with us.

Permission to install pay television services in Barriekneal Housing and Community Ltd properties cannot be approved where the service provider does not have an Access Agreement with Barriekneal Housing and Community Ltd (except in the case of a person living in a freestanding cottage). An Access Agreement is a signed agreement between Barriekneal Housing and Community Ltd and a third party, setting out the requirements when accessing our properties.
Under the Agreements with service providers, the tenant or service provider can seek approval for an antenna or satellite dish to be installed, in order to access pay television services provided:

a) The service provider has obtained written permission from Barriekneal Housing and Community Ltd;
b) The service provider has obtained all relevant approvals; and
c) The service provider complies with the terms of the Agreement.

Heritage Buildings

Some buildings are recognised as having special heritage value or are heritage listed.
Barriekneal Housing and Community Ltd will assess these applications on a case by case basis because of their special heritage significance. It is the responsibility of the service provider to meet all heritage requirements.

Leasehold Properties

Tenants who live in Leasehold properties must apply for approval to install pay TV in the same manner as other tenants. Staff will notify the owner or agent of the leasehold property of such applications for approval for the installation of pay TV and obtain a written decision of which will be communicated in writing to the tenant. In some cases, the owner or landlord may not grant approval to tenants in leasehold properties and in these cases, the owner or Landlords decision is final and can not be appealed.

Satellite Dishes and Antennas

Generally a service provider cannot have more than one satellite dish, per building. In exceptional circumstances, Barriekneal Housing and Community Ltd may provide written approval for an additional satellite dish. The satellite dish or antenna must be installed in a position, and at an angle, that has the least visual impact from the street.

Section 7 - APPENDICES

Appendix A – Housing Application Form

HOUSING APPLICATION FORM

Please understand that the information you provide on this form will help the Barriekneal Housing & Community Ltd Housing &Community Ltd make decisions relating to your application.

The information will be used to make the following;

- Your eligibility for housing
- The type of housing best suited to you
- The size of the property needed
- The location needed

PERMISSION STATEMENT FOR Barriekneal Housing & Community Ltd HOUSING & COMMUNITY LTD TO COLLECT AND EXCHANGE INFORMATION WITH OTHER ORGANISATIONS RELEVANT TO YOUR HOUSING APPLICATION

- When assessing your application or during any tenancy, we may need to exchange information or investigate tenancy history or seek other information relevant to your housing with state-based housing services, housing providers or other organisations to assess your eligibility
- Without this permission your application cannot be processed.
- You have the right to look at your personal information and to make a correction, in accordance with the *NSW Privacy and Personal Information Protection Act 1998.*
- When signing this application you are confirming that you understand these statements and give permission to complete these actions.

DECLARATION

1. I understand the instructions given on this application form.
2. I agree that the information provided is correct to the best of my knowledge
3. I understand the above permission statement and declaration.

NOTE: For your application to be processed, you MUST answer all the questions and SIGN the declaration

Applicants Name (please print) **Joint Applicant (please print)**

_____ _____

Applicants Signature **Joint Applicant Signature**

_____ _____

Date **Date**

THIS FORM IS CONFIDENTIAL. THE INFORMATION YOU SUPPLY WILL ONLY BE USED FOR THE PURPOSE OF BEING HOUSED WITH Barriekneal Housing & Community Ltd HOUSING & COMMUNITY LTD IN ACCORDANCE WITH THE PRIVACY LEGISLATION REQUIREMENTS.

NEW APPLICATION ☐ **REVIEW** ☐

1. APPLICANT DETAILS

Applicant 1: Name:_____

Applicant 2: Name: _____

1.1 Address of Main Applicant

No & Street:_____
Po Box _____

Suburb: _____ Post Code:_____

1.2 Contact Phone Numbers of Main Applicant

Home		Mobile		Work	

1.3 Are you a member of the Barriekneal Housing & Community Ltd Housing & Community Ltd Yes / No

2. CURRENT HOUSING DETAILS

2.1 Who are you currently housed by?

FACS Housing Services ☐ *(Housing NSW or AHO)*	Aboriginal Community Housing ☐	Private / Landlord ☐
Mainstream Housing ☐	Other _____ ☐ *(I.e. Boarding, Homeless, Living at home/relatives etc.)*	

Name of Landlord/Housing Provider:	
No of persons at your address:	
No of bedrooms at your current address:	
Are you the primary tenant who appears on the Residential Tenancy Agreement	Yes/No
What is your weekly rent/board you pay at your current address	$_____ ***NOTE:*** *A current rent receipt must be provided with application*
Are you currently buying, paying off a mortgage or own any other property?	Yes/No

3. HOUSING REQUIREMENTS

3.1 What are your housing requirements?

Do you require accommodation for?	Single ☐ Couples ☐ Family ☐
How many people are to be housed?	Adults _____ Children_____
How many bedrooms do you require?	1 ☐ 2 ☐ 3 ☐ 4 ☐
Do you have pets?	Yes/No
Please detail any special needs that maybe required	

Please list all people to be housed, including yourself

Name	DOB	Relationship to you

Once you have completed this form please return to:

Barriekneal Housing & Community Ltd Housing & Community Ltd, 33 Opal Street Lightning Ridge NSW 2834

OFFICE USE ONLY

Date Received:_____ **Name**_____ **Signed** _____

Eligibility Decision: ELIGIBLE/NOT ELIGIBLE **Date:**_____

Approved at Board meeting **Date:**

_____

Appendix B - Aboriginal Housing Office Declaration Guidelines

ABORIGINAL HOUSING OFFICE DECLARATION GUIDELINES

Introduction

All applicants for HACP accommodation are required to provide evidence that they are an Aboriginal or Torres Strait Islander person. This evidence should consist of a completed HACP, Aboriginal Housing Office Declaration form. The applicant should complete the Declaration form and have their signature witnessed, prior to the recognising organisation completing the Resolution form.

Section 178BB of the *Crimes Act 1900* makes it an offence to knowingly make a statement that is false or misleading or to make a statement with reckless disregard as to whether it is false or misleading with intent to obtain for yourself or someone else money, a valuable thing or any financial advantage. This offence is punishable by up to five years imprisonment.

Guidelines for recognising organisations

Community organisations considering whether to certify the Aboriginality or Torres Strait Islander confirmation form should appreciate that they bear a heavy responsibility in both ensuring that only Aboriginal persons or Torres Strait Islanders receive entitlements and that people who are not Aboriginal people or Torres Strait Islanders do not receive them. Organisations should not provide confirmation unless they have satisfied themselves that the applicant is an Aboriginal or Torres Strait Islander person and that he or she identifies as such and that the applicant has community recognition.

Confirmation will be accepted from one of the following Community organisations:

1. An Aboriginal or Torres Strait Islander association incorporated under Part IV of the *Aboriginal Councils and Associations Act 1976*

2. Aboriginal Lands Councils within the meaning of the *Aboriginal Land Rights Act 1983. (not applicable to Torres Strait Islanders)*

3. An incorporated Aboriginal community organisation where all the members of the organisation are Aboriginal or Torres Strait Islander or both.

Such confirmation must be approved by a resolution at a formal meeting of the organisation's governing body and the record of the resolution is to be sealed with the organisation's Common Seal and signed by the authorised signatories. Two of the three specified office bearers must sign this form

NOTE:
If an applicant for HACP accommodation is unable to complete this Declaration in the required manner, but can establish their Indigenous status in another manner, contact should be made with the Aboriginal Housing Information Service at the Aboriginal Housing Office on 1800 727555 for more information.

Appendix C – Complaints and Appeals Form

COMPLAINTS AND APPEALS FORM

Name: Mr/Mrs/Miss/Ms_____

Mailing Address_____

_____Postcode_____

Email:_____ Mobile No:_____

Contact phone number during business hours:_____

Do you have a representative with whom you would like us to discuss your complaint? For example an Advocate or Support Officer, etc.

□ Yes Name of representative: _____

□ No Mailing Address: _____

Phone No: _____

Email: _____

Please advise the Housing Manager as soon as possible if any of your contact details change

Are you lodging a Complaint **OR** are you lodging an Appeal

□ COMPLAINT (go to Section 1) □ APPEAL (go to section 2)

Section 1 - Complaints

Who are you complaining about?

Individual / Organisation / Agency _____

Individual(s) involved (if known) _____

Address _____

_____Post code_____

If you are complaining about more than one person/organisation/agency, please provide the details on an additional page.

□ I have an additional page □ I do not have an additional page
(tick which ever applicable)

Have you complained to the person you are complaining about

The Board requires that, as an initial step, you raise complaint in writing with the person you are complaining about and allow them twenty eight (28) working days to respond. Have you done this?

□ YES □ NO

If yes, what was its response, if any? Please attach a ***copy*** (not the original) of your complaint to the person you are complaining about and any letter of reply you have received.

_____

_____

_____

_____

_____

If no, is there any reason you cannot do so?

_____

_____

_____

Your Complaint

How do you believe your rights have been ignored / disregarded?
Please describe the events which you allege were an interference / barrier with your housing /application /allocation (attach additional sheets if necessary).

We need to know:

- What the events / circumstances are
- What happened
- Where it happened
- When it happened (include dates)
- Who did it (include names of individuals involved)
- How and when you found out about it, and
- Any other relevant details

_____

_____

_____

_____

_____

_____

_____

_____

How would you like to see your complaint resolved? What outcome would you like?

_____

_____

_____

_____

_____

_____

_____

_____

Have you taken this complaint to another agency or organisation?

If yes, please give details and provide copies of relevant documents

Name of Agency / Organisation:_____

Date of Complaint _____/_____/_____

Are they dealing with your complaint □ Yes □ No

Documents

Please give us ***copies*** (not the original) of any documents they may help us to investigate your complaint (for example, any correspondence or records of conversations you have had with the person you are complaining about, including their letter of reply)

Please sign and date this form.

Signature:_____Date_____/____/____

Section 2 - Appeals

What are you appealing about? (Please include copies of any correspondence)

Who is the person that made the decision you are dissatisfied with?

What is their title and where do they work?

What outcomes are you seeking?

How would you like us to respond to this matter?

□ In writing & Phone call

□ In writing only
(tick whichever is applicable)

Appendix D – Housing Guidelines Letter

HOUSING GUIDELINES LETTER

Welcome to your Barriekneal Housing & Community Ltd Housing & Community house. We particularly request that you take notice of the following points during your tenancy.

Residential Tenancy Agreement Clauses.

Rent Payments – Rent **MUST** be paid promptly and in advance.

Rent **NOT** paid affects all of us, and it affects the future of the Barriekneal Housing & Community Ltd Housing & Community Ltd, because funding bodies take into account rental collection when reviewing future allocations and budget submissions.

It is the intention of Barriekneal Housing & Community Ltd Housing & Community Ltd to be very strict with respect to rent payments if you have a problem with paying rent, **THEN** let us know **as soon as possible**, in writing or verbally.

Failure to do the above could mean that you will:

- Automatically be given an eviction notice if your rent is in excess of four weeks behind.

Use of Premises – you must use the property only as a residence.

Care of Property – you should look after the property as if it were your own. In particular:

- Keep the kitchen and bathroom clean
- Look after the grounds
- Make sure small repairs are done so they do not become big problems

Disturbance - your music and general behaviour must not be such as to cause a disturbance or a nuisance to neighbours.

Condition Report – at the beginning of your tenancy, we will give you a report showing you the condition of your property. Please check this and sign and return it and let us have a copy back within 7 days.

Regular inspections will be carried out throughout your tenancy and the property should be kept in the same condition from the beginning of your tenancy.

Repairs – please notify the Barriekneal Housing & Community Ltd Housing & Community promptly about any repairs that are needed. If you cause any damage, please notify the manager as soon as possible as we may be able to help you with the repair.

Water Usage – The tenant is issued with an invoice every quarter for Water Usage charges (If applicable) Tenants are responsible for the usage and accounts are to be paid in full before the next quarter water usage is due. This is a requirement of the Tenancy Agreement. The full costs of water rates are paid by the Barriekneal Housing & Community Ltd Housing & Community

Termination – If you plan to leave your property, please give us as much notice as possible.

If you stop paying rent you must realise that we will take quick action to ask you to leave. If you break your Residential Tenancy Agreement because of disturbance or damage etc., you may be asked to leave and it may even be decided that you would not be considered for any other Barriekneal Housing & Community Ltd Housing & Community house.

Subletting – If you wish to bring more people into the property than originally agreed, you **MUST** first obtain **PERMISSION** from the manager or Board.

Any unauthorised sub-letting will result in **IMMEDIATE ACTION** to terminate your tenancy.

Please remember if you have any problems, let us know as soon as possible so that we can consider them and help where it is possible for us to assist.

If you have problems with paying the rent, you should let the Housing Manager know immediately.

Appendix E – NSW Civil Administrative Tribunal (NCAT) Information and Checklist

NCAT's Consumer and Commercial Division can deal with the disputes between landlords and tenants who have entered into a residential tenancy agreement under the *Residential Tenancies Act 2010*.

Applications

A landlord, tenant, co-tenant or occupant can apply to NCAT to resolve a tenancy dispute.

You can lodge your application on line (http://www.cc.ncat.nsw.gov.au)

See examples of forms attached in Appendix under NSW Civil Administration Tribunal Forms

- Download a Tenancy Application Form
- Download a Tenancy Termination and Possession Application Form
- Download a Rental Bond Application Form

Apply online

With NCAT Online can lodge and pay for your application on the internet for most matters in the Consumer and Commercial Division.

NCAT Checklist

Preparing for hearing

It is important to be prepared for the hearing. As soon as you receive the notice of hearing you should start getting ready for the hearing day. Take the time to carefully consider all of the issues and to find your evidence and other documents in support of your case.

Things to organise before the hearing

Regardless of whether you are the applicant or the respondent (the 'parties') you need to prepare for the hearing:

- Write down your issues
- Think about the dispute and make a list of all the issues that are important to you. This will help you organise your case and start thinking about the evidence you will need to bring.

Chronology of events

Writing out a chronology that lists all the important facts, dates and events can be helpful for both yourself and NCAT.

Gather your evidence

Collect all the documents and other things that you are going to rely upon during the hearing. Organise your documents in a folder for easy access.

Practice presenting your case

Practice presenting your case to friends or family and remember to refer to your supporting documents. This might be particularly useful if you are nervous about the hearing.

Stick to the facts

You will need to leave your emotions and frustrations at home. Prepare yourself to just stick to the facts when presenting your case during the hearing.

Evidence

You will need to present evidence in order to prove your case at the hearing and answer any questions or challenges from the other party.

Make sure all your evidence is ready for the hearing day. Place your evidence in a folder and label your papers for easy access during the hearing. Bring copies of your evidence to give to the other party and to NCAT.

Be truthful and accurate as you may be asked to take an oath or affirmation, and you will be asked questions about your evidence.

What evidence will I need?

Your evidence should be relevant to your dispute. Bring documents and items such as:

- Residential tenancy agreement and condition report.
- Written proof of sale or service invoice, original purchase agreement or sales advice.
- Invoices or demands for payment, receipts, quotes, reports and payments records.
- Warranties in relation to the goods or service.
- Correspondence between you and the other party.
- Photographs showing the condition and state of repair of the goods or the rented premises.

Expert evidence

Experts can be used by a party when evidence of a technical nature is needed, such as in home building or motor vehicle disputes. Learn more about engaging an expert for detailed information about using an expert to give evidence or provide you with a report for your hearing.

Witnesses

If somebody else was very involved in the events, you may consider having them as a witness to give evidence at your hearing. If your witness appears in person at the hearing they will need to give their evidence under oath or affirmation. Alternatively, you can ask your witness to give you a written statement in the form of an affidavit or statutory declaration.

Summons

If you believe a person or company representative should attend your hearing to provide evidence, or that a person or company has documents that could be used as evidence, you can request NCAT to issue a summons.

A summons directs a person or company that they must appear before NCAT at a specific time and place to give evidence and/or produce document or other things that are required as evidence.

Preparing for hearing checklist

☑	Gather together all your evidence such as copies of all letters, invoices, documents, contracts, photographs and records of conversations.
☑	Label your evidence and put in a folder for easy access during the hearing.
☑	Practice presenting your case and sticking to the facts.
☑	Bring a pen and paper to take notes during the hearing.

Appendix F – Succession of Tenancy Request Form

SUCCESSION OF TENANCY REQUEST FORM

THIS FORM IS CONFIDENTIAL. THE INFORMATION YOU SUPPLY WILL ONLY BE USED FOR THE PURPOSE OF BEING HOUSED WITH **Barriekneal Housing & Community Ltd HOUSING & COMMUNITY LTD** ***IN ACCORDANCE WITH THE PRIVACY LEGISLATION REQUIREMENTS.***

APPLICANT

Name of Tenant

Name:					
Number and Name of Street: _____ Suburb: _____Post Code: _____					
Home No:		Mobile No:		Work No:	
Emergency Contact Person's Information					
Name:		Phone No:			

Please list the people in order who you are nominating for succession

Name:					
Number and Name of Street: _____ Suburb: _____Post Code: _____					
DOB		Relationship to you		Income (per fortnight) $	
Home No:		Mobile No:		Work No:	

Name:					
Number and Name of Street: _____ Suburb: _____Post Code: _____					
DOB		Relationship to you		Income (per fortnight) $	
Home No:		Mobile No:		Work No:	

Name:					
Number and Name of Street: _____ Suburb: _____Post Code: _____					
DOB		Relationship to you		Income (per fortnight) $	
Home No:		Mobile No:		Work No:	

Name:					
Number and Name of Street: _____ Suburb: _____Post Code: _____					
DOB		Relationship to you		Income (per fortnight) $	
Home No:		Mobile No:		Work No:	

All other circumstances not dealt with in this policy will be negotiated and determined by the Board.

Once you have completed this form, please mail or fax to:

Address Details

Fax:

OFFICE USE ONLY

Date Received: _____/_____/_____

Staff Name: _____

Signature: _____

Preliminary Decision: ENDORSED/DECLINED Date:_____/_____/_____

Approved at Board meeting Date: _____/_____/_____

Motion:_____
_____
_____

Moved:
By:_____Seconded:_____

Appendix G – Housing Tenant Evaluation Survey

We are conducting this survey to monitor the effectiveness of our housing service and to receive feedback on tenant concerns and conditions of our housing stock to assist us in providing a high level of continuous service improvements.

PROPERTY DETAILS	
ADDRESS	

Person completing survey (please circle): Tenant / Boarder / Visitor

Overall Impressions: How would you rate the following:	**Very Poor**	**Poor**	**Average**	**Good**	**Very Good**	**N/A**
The service provided by the organisation						
The service provided by the managing agent						
Maintenance works and efficiency of contractors						
The condition of your property						
Being regularly informed on tenant matters						
Your rights being supported and respected by the organisation						
Your rights being supported and respected by the Managing Agent						
Management of complaints and appeals						
Management of the repairs and maintenance						
Appropriateness of links to other community services						

Services and Rent	**No**	**Unsure**	**Yes**	**N/A**
Do you feel that you were given sufficient information about our organisations policies and procedures?				
Did you find the Tenant Handbook and Factsheets useful?				
Did you understand the information given to you by the Managing Agent about renting a property with our organisation?				
Did you have any questions bud did not want to ask? If so please write on back of this sheet				
Are you clear about the landlord's rights and responsibilities?				
Do you know who the NCAT is and what they are there for?				
Have you understood that you're Commonwealth Rent Assistance (CRA) will to be captured as part of your rent?				
How would you rate the following aspects of the Managing Agent's service:				
Are they easy to contact and do they return your calls				
Do you feel comfortable talking about your housing needs				
Do they act in a culturally appropriate way				
Are you satisfied that they organise your housing needs within appropriate timeframes				

Repairs and Maintenance	**No**	**Unsure**	**Yes**
Have repairs to the property been carried out to your satisfaction?			
Are there any repairs to your building necessary now?			
Have you seen or experienced any problems with wall/ceiling mould or mildew in your property?			
Have you needed repairs on your general appliances in the past 3 months (heating/air, fridge, oven, etc)?			
Have repairs been completed in a timely manner?			
Have repairs been completed to your satisfaction?			

Tenancy and Property Management	**No**	**Unsure**	**Yes**
Have you experienced pest control problems in your house?			
Are there currently problems with the physical condition of your property?			
Cracked/Peeling Paint			
Strange Odours			
Water Leakage/Damage			
Unsightly Garbage of Trask			
Dirty Air Vents			
Broken Windows			
Exposed Wires			
Common Area Carpet/Lino Stains			
Have you seen any unsafe, poorly maintained, structurally unsound conditions in your house?			

Appendix I – Rental Arrears Letter Template

Notice to Tenant of Rent Arrears (Overdue Rent)

Dear (Tenant(s) name)

This letter is to confirm that as of the date of this letter, you are in $(amount) rent arrears for the period (period of rent arrears).

Non or incomplete/partial payment of rent is a breach of your Residential Tenancy Agreement. It is also a breach of Barriekneal Housing & Community Ltd Housing & Community Housing and Tenancy Policy.

In accordance with our rent arrears policy you are now required to pay the full amount immediately or contact our CEO/Housing Manager on 0268290356 to discuss and enter into a payment plan.

Failure to address your rent arrears by not:

- paying in full immediately

or

- making a satisfactory arrangement (within the current rental period) to pay in instalments

or

- making an instalment arrangement, then breaking it, will result in) commencing steps or application to the NSW Civil and Administrative Tribunal (NCAT) to resolve the matter by:
    - applying for a Specific Performance Order or
    - applying for an order of Termination to terminate your tenancy .

Please can you contact me on (phone number) if you require further information. We look forward to resolving this matter as soon as possible.

Sincerely

(Your name)
Housing Manager
Barriekneal Housing & Community Ltd

Appendix J – Water Arrears Letter Template

Notice to Tenant of Water Arrears (Overdue)

Dear (Tenant(s) name)

This letter is to confirm that as of the date of this letter, you owe $ (amount) in water arrears for the period (period of).

Non or incomplete/partial payment of water is a breach of your Tenancy Agreement.
It is also a breach of Barriekneal Housing & Community Ltd Housing & Community Ltd Housing and Tenancy Management policies.

In accordance with our water arrears policies you are now required to pay the full amount immediately or contact the CEO/Housing Manager on 0268290356 to discuss a payment plan.

Failure to address your water arrears within the current period could result in being issued, *Notice by the landlord to tenant to remedy a breach of a tenancy agreement/notice of termination.*

Should there be difficult circumstances for your arrears you can contact CEO/Housing Manager and request a written agreement be entered into for re-payment of the arrears over longer period.

Failure to address your water arrears by:

- paying in full immediately

or

- making a satisfactory arrangement (within the current rental period) to pay in instalments

or

- making an instalment arrangement, then breaking it, will result in commencing steps or application to the NSW Civil and Administrative Tribunal (NCAT) to resolve the matter by:
    - applying for a Specific Performance Order or
    - applying for an order of Termination to terminate your tenancy

Please can you contact the CEO/Housing Manager if you require further information. We look forward to resolving this matter as soon as possible.

Sincerely

(Your name)
Housing Manager
Barriekneal Housing & Community Ltd

Appendix K – Repairs and Maintenance Request Form

REPAIRS AND MAINTENANCE REQUEST FORM

Name of Tenant

Name:					
Address: _____					
Suburb: _____Post Code: _____					
Home No:		Mobile No:		Work No:	
Date: _____/_____/_____					

Please select which category applies:

1. Emergency Maintenance (within 24 hours) □
2. Responsive Maintenance (within 7 days) □
3. Cyclical or planned Maintenance (3-12 months) □
4. Disabled Modifications □

(NOTE: The disabled modifications will be assessed and completed on a case by case bases)

Description of repair(s)

_____

_____

_____

CEO/Property Manager/Board Approval: _____Date:____/____/____

Appendix L – Job Sheet/Work Order Request Form

JOB SHEET/WORK ORDER REQUEST

Date: _____ **Purchase Order No:**_____

Name of Contractor

Name:			
Mobile No:		Work No:	

Tenant Details

Name:					
Address: _____ Suburb: _____Post Code: _____					
Home No:		Mobile No:		Work No:	

General description of repair(s)

_____

_____

_____

Work completed Yes □ No □

Date Completed: _____/_____/_____

Tenants Signature on completion of repairs: _____

OFFICE USE ONLY

Date Received: _____ Staff Name: _____Signature:_____

Preliminary Decision: Approved/ not Approved Date:_____/_____/_____

Comments:_____

_____

Appendix M Complaints Register Template

Entries in this register must not identify the person complaining, or any other tenant or applicant, other than by tenant or applicant number.

The register must be presented to every meeting of management

Date of complaint	**Tenant/ applicant no.**	**Description of complaint**	**Category of complaint**	**Description of resolution**	**Date of resolution**