

# Starting a Tenancy Policy

## Purpose and Objective

The purpose of this document is to explain the policy for starting a new residential tenancy Housing Plus. This includes social housing, affordable housing, and transitional housing.

## Scope

- This policy applies to all clients (including applicants, former tenants and existing tenants) who accept accommodation in properties owned or managed by Housing Plus
- This policy describes the organization's objectives and policies regarding *Starting a Tenancy*.

## References

Housing Plus will start a tenancy in accordance with:

- a) The Housing Act 2001
- b) Residential Tenancies Act 2010 and Regulations
- c) Housing Plus Policies.

Both the client and Housing Plus have rights and obligations under the above Acts, the residential tenancy agreement and this policy.

## Definitions

### Term: Tenancy Agreement

**Definition:** The Residential Tenancies Act 2010(NSW) (the RT Act 2010) defines a residential tenancy agreement as 'an agreement under which a person grants to another person for value a right of occupation of residential premises for the purpose of use as a residence' (section 13(1))

## Responsibilities

### Executive

- 1) Establish policy objectives

### Management

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

### Employee responsibilities

- 1) Understand and comply with Housing Plus policies regarding *Starting a Tenancy*

## Starting a Tenancy

Housing Plus starts a tenancy when a client accepts an offer of accommodation in a property owned or managed by Housing Plus.

In most cases Housing Plus will make an appointment within one week of the client accepting the offer, to view the property and sign a residential tenancy agreement. Housing Plus will advise the client what information they need to bring to the sign-up appointment.

### **Signing a tenancy agreement**

When signing a new tenancy agreement, the client can choose a support person to assist them during the starting a tenancy process.

Each client will receive a New Tenancy Sign-up Kit to assist with their new tenancy. This kit will include:

- a) Residential tenancy agreement which sets out the terms and conditions of the tenancy and includes a property condition report, which documents the condition of the property at the time the client signs the lease agreement.
- b) The Renting Guide (published by the Office of Fair Trading)
- c) Client Information Exchange form
- d) Household Information Survey
- e) Centrelink Income Confirmation Consent form
- f) Centrelink Multiple Consent and Authority
- g) Unit reporting Data survey
- h) Six week Property Inspection letter
- i) Complaints and Appeals Fact Sheet
- j) Any other Fact Sheets or documents that may support the client

At the time of signing the tenancy agreement, the client will become a tenant. Housing Plus will explain the rights and obligations under the tenancy agreement. Housing Plus will also ask the client to:

- a) Where relevant, continue to repay, or arrange to repay, former debts owed to Housing Plus. Outstanding debts from former tenancies will form part of a new tenancy agreement. Failure to repay or continue repaying former debts can jeopardise a new tenancy.
- b) Complete documents related to starting the tenancy, for example, an application for rent subsidy.
- c) Pay two weeks rent charges in advance. Where the new tenant is unable to pay the full amount, a repayment plan will be entered into, with a copy provided to the tenant. Please note: Lease is not valid until money is paid.
- d) Complete the property condition report by inspecting the property, deciding if they agree with the comments on the report and writing comments where they disagree.
- e) Return the property condition report, completed and signed, to Housing Plus within 7 days of moving into the property.

Housing Plus will investigate and resolve any comments on the property condition report that indicate the tenant disagreed with Housing Plus' assessment of the property condition.

### **Security of Tenure**

Housing Plus will offer security of tenure to all tenants except in certain situations such as; Breaches of the Residential Tenancies Act;

- a) History of Tenant breach;

- b) End of Joint Tenancy Agreement however a new agreement or re-housing will be offered;
- c) Sale of a property by the Landlord – attempts will be made to relocate the client if possible;
- a) In the case of leasehold properties, subject to continued funding.

In limited circumstances, Housing Plus may offer a 3 or 6 month fixed-term tenancy for tenants with a significant history of tenancy breaches such as persistent arrears, antisocial behaviour or tenant damage, or 12 months fixed-term in case of NRAS Affordable Housing. All leases or sub-leases with Housing Plus, will offer security of tenure to tenants, in accordance with the provisions of the Residential Tenancies Act.

Tenants in leasehold properties shall be deemed long term tenants and be removed from the Pathways waiting list.

### **Rental Bond**

Housing Plus requires each tenant to pay a rental bond equivalent to four weeks of the market rent for that client at the commencement of that tenancy. In the case of tenants housed as part of the National Rental Affordability Scheme (NRAS), rental bond will be equivalent to four weeks of the reduced rent amount. All bonds will be lodged with the Rental Bond Board and dealt with in accordance with the relevant legislation applying to it.

In any case where a tenant is unable to make payment in full of the rental bond at the commencement of the tenancy, Housing Plus may agree to the rental bond being paid over a maximum period of forty-five (45) weeks.

Tenants will be fully informed at the commencement of tenancy that they are required to pay a rental bond. The bond equivalent to 4 weeks of the market rent, or 4 weeks of the reduced rent amount for NRAS written in the Tenancy Agreement. Any tenant who elects to pay the bond over a maximum period of 45 weeks in accordance with this policy will be advised that failure to pay in accordance with the signed agreement will be a breach of tenancy and action will be taken accordingly.

### **Keys**

Tenants are given a full working set of keys on the day they sign the Residential Tenancy Agreement.