

# STARTING A TENANCY POLICY

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## 1 Purpose and Objective

This policy explains how Housing Plus starts a new tenancy.

## 2 Scope

- a. This policy applies to all Housing Plus and its subsidiaries employees, management and other stakeholders including volunteers
- b. This policy applies to Housing Plus social housing tenants and applicants
- c. This policy describes the organisation's objectives and policies regarding starting a social housing tenancy.

## 3 Definitions

**Term:** Company

**Definition:** Housing Plus, ABN 83 147 459 461, and all of its related and associated entities

**Term:** Employee

**Definition:** An individual who is directly engaged and paid by the Company as an Employee

**Term:** Manager

**Definition:** An Employee who has direct reports (includes Executive, Senior Management and Team Leaders). In situations involving volunteers, 'Manager' refers to the Volunteer Supervisor

**Term:** Executive

**Definition:** A member of the Executive team

**Term:** Volunteer or Other Stakeholders

**Definition:** Collectively refers to any individual(s) who is not an Employee but who carries out work (whether paid or unpaid) for the Company, including (but not limited to) work as a volunteer, contractor, secondee, consultant or subcontractor, labour hire company, an apprentice or trainee, and a student gaining work experience.

**Term:** Work Environment

**Definition:** Includes but is not limited to:

- During and outside normal working hours.

- All functions, events and places which are work related (e.g. Including working from home under the flexible work policy, work lunches, conferences, Christmas parties and client functions).
- During the recruitment process, any environment which has sufficient connection to employment; decisions about promotions and other career opportunities, or in the termination of employment.
- In the course of providing goods and services.

**Term:** Social housing

**Definition:** Properties made available to customers on low to moderate incomes and managed by Community Housing Providers or Homes NSW. Rent subsidies are available to customers to reduce their weekly rent payments.

**Term:** Affordable housing

**Definition:** Housing available to very low to moderate income households which is priced so that these households are also able to meet other basic living costs such as food, clothing, transport, energy, medical care and education.

**Term:** Transitional housing

**Definition:** Short term housing that is offered under a fixed term lease, generally delivered in partnership with support providers.

**Term:** Tenancy agreement

**Definition:** An agreement in writing that grants the right of occupation of residential premises for the purpose of use as a residence.

## 4 Responsibilities

### 4.1 Executive

- a. Ensure adequate resources are provided to implement and support this policy.
- b. Manage the implementation of and adherence to this policy.
- c. Model appropriate standards of behaviour.

### 4.2 Management

- a. Ensure that all Employees and Other Stakeholders are aware this policy and understand their obligations.
- b. Ensure effective implementation of and adherence to this policy.
- c. Model appropriate standards of behaviour.

## 4.3 Employees, Volunteers and other Stakeholders

- a. Understand and comply with this policy.
- b. Model appropriate standards of behaviour.

## 5 Policy

Housing Plus aims to start tenancies in a way that creates a positive and sustainable relationship with tenants as guided by the *Sustaining Tenancies Policy*.

### 5.1 Signing a tenancy agreement

Housing Plus starts a tenancy when a Residential Tenancy Agreement (tenancy agreement) has been signed. An appointment to sign a tenancy agreement will be scheduled within five business days of an applicant accepting an offer of a property. Refer to the *Allocations Policy* for further information on how Housing Plus allocates a property.

Housing Plus will let the applicant know what information they need to bring to the sign-up appointment. When signing a new tenancy agreement, the tenant may choose to have a support person assist them. Housing Plus will explain the tenancy agreement and the rights and responsibilities before the agreement is signed and use an interpreter if needed.

All tenants will receive a New Tenancy Sign-up Kit to assist with their new tenancy. This kit includes:

- Residential Tenancy Agreement, which sets out the terms and conditions of the tenancy
- Ingoing property condition report, which documents the condition of the property at the time the tenant signs the tenancy agreement
- Renting Guide (published by the Office of Fair Trading)
- Welcome letter with the weekly rent amount, bond and water charges payable by the tenant, as well as any previous debt (if applicable)
- Client Information Exchange form
- Household Information Survey
- Centrelink Multiple Consent and Authority
- Unit Reporting Data Survey
- Six week Property Inspection letter
- Arrears Process
- Complaints and Appeals Fact Sheet
- Any other Fact Sheets or documents that may support the tenant to manage their tenancy

Tenants are given a full working set of keys and /or security devices on the day they sign their tenancy agreement.

Tenants are required to complete the ingoing property condition report by inspecting the property, deciding if they agree with the comments on the report and writing comments where they disagree. The ingoing property condition report must be completed, signed and returned to Housing Plus within seven days of signing the tenancy agreement.

## 5.1.1 Rent and water charges

Tenants must pay two weeks' rent in advance prior to the day they sign their tenancy agreement (see *Rent Management Policy*) and provide proof of payment. If a new tenant is unable to pay the full amount of rent in advance, a payment plan will be entered into prior to signing with a copy provided to the tenant. Housing Plus will not enter into a tenancy agreement until the two weeks rent in advance is paid or a payment plan has been agreed.

Where relevant, former tenants must continue to repay, or arrange to repay, former debts owed to Housing Plus (see *Allocations Policy*).

## 5.1.2 Length of tenancy

Generally when starting a tenancy, the length of the lease will usually be a fixed term of six months. The tenancy agreement will include a clause which allows the tenancy to continue at the end of the six months if the tenancy isn't legally ended by either the tenant or Housing Plus (refer to the *Allocations Policy* and *Ending a Tenancy Policy*).

Leasehold tenancies will have a fixed term lease for up to twelve months.

People living in transitional housing will be offered a fixed term lease that aligns with the program guidelines. This may be three or six months. Due to the short-term intention of transitional housing, tenants will be issued a Notice of Termination (End of Fixed Term) when they sign their lease.

## 5.1.3 Rental bond

Housing Plus requires each tenant to pay a rental bond. All bonds are lodged with the Rental Bond Board and dealt with in accordance with the *NSW Residential Tenancies Act 2010*.

For social housing tenants, the bond is equivalent to four weeks of the market rent at the commencement of that tenancy (see the *Rent Management Policy*).

For affordable housing tenants, the bond is equivalent to four weeks of the rent listed on the tenancy agreement at the start of the tenancy.

## 6 Appeals and Reviews of Decisions

Decisions made under this policy can be reviewed or appealed. For more information, refer to the *Customer Feedback, Appeals and Complaints Policy*.

## 7 Document Control

### 7.1 Document History

| Action        | Responsible Person   | Date          |
|---------------|--|---------------|
| Created draft | Lena Jenson<br>Chris Maybin<br>Harmony Meath<br>Therese Short<br>Tracy Hurst | June 2024     |
| Reviewed by   | Liz Stamatelos   | December 2024 |
| Approved by   | Justin Cantelo   | February 2025 |