

metro 
community housing

POLICY & PROCEDURES MANUAL

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Our Objectives:

To create a better community by:

- Providing housing and other assistance to people in our community who are in high need
- Empowering our tenants and enhancing their life choices through access to affordable, appropriate and secure housing
- Making links and working collaboratively with other housing providers and community support services to help us achieve these aims, and
- Actively engaging in activities which support the social housing sector and the broader objective of improving access to safe, affordable housing for all.

Our Values

- To promote social inclusion and improve the lives of the people and communities we support
- To deliver services with fairness, respect and empathy
- To encourage innovation and continuous improvement in the way we deliver services and programs
- To act professionally and ensure the organisation meets its commitment to provide good governance, accountability and honesty in all our dealings

Part 1. Housing Services

Purpose

To ensure fair and transparent tenant selection and tenancy management processes, ensure that tenants have a clear understanding of their rights and responsibilities and support all tenants to achieve long-term sustainable tenancies.

To do this we need to ensure that we can respond to the changing needs of our tenants and ensure that the financial resources of the organisation (particularly rents and non-rent debts) are managed effectively.

Applications for Social Housing

There is a common process for assessing eligibility for social housing across NSW called Housing Pathways. Housing Pathways is a shared register operated by FACS (Housing Services) the majority of Community Housing Providers and the Aboriginal Housing Office to implement a “common” eligibility application system using a single state-wide waiting list. For information about the eligibility policy visit:

<http://www.housingpathways.nsw.gov.au/am-i-eligible/social-housing>

Application forms

You can apply for Housing over the phone: 1800 422 322 or online

<http://www.housingpathways.nsw.gov.au/how-to-apply>

Application forms can be lodged with any participating social housing provider.

Conflict of Interest

Conflict of interest may arise in situations where a staff member or someone with a personal relationship with a staff member applies for social housing. In these cases everything must be done to reduce the conflict of interest:

Applications should not be lodged at Metro if the applicant is known to a member of staff.

Metro Staff must not be involved in any part of the assessment or allocation process.

Confidentiality

All information regarding applicants collected during the assessment process, will be confidential and will not be discussed externally (i.e. outside of the Housing Pathways network of social housing providers) except with the specific consent of the applicant (applicants will generally have signed specific consents).

Appeal and Complaints

There are clear assessment, review and appeal mechanisms for Housing Pathways applications. These are set out on www.pathways.nsw.gov.au.

Supported Transitional Tenancies

Approximately 30% of Metro tenancies are offered through the Supported Housing Program, for a period of up to two years. These allocations are managed separately from the NSW Housing Register. Suitable clients are nominated by support providers who have entered into a partnership agreement with Metro Community Housing. The nominations are then assessed through a collaborative process involving the support agency and Metro Community Housing.

- Suitability for the Supported Housing program is assessed with the following criteria:
- Client has an urgent need of housing
- Client meets the income eligibility criteria for Housing NSW
- Client has the capacity to sustain independent living
- Appropriate support arrangements are in place to meet the needs of the client
- Appropriate risk assessments done.

It is a requirement that clients housed through the transitional housing have a negotiated, mutually agreed support plan and continue to engage with their support provider as per the support plan agreements.

Where tenants disengage from support, or the provider determines that they are no longer able to continue to support that person, the tenant will be issued a '90 days no grounds' termination notice. Clients will be required to sign an agreement at the beginning of their tenancy outlining the terms of this agreement.

Offers of housing will be made for an initial fixed-term period of three months and the maximum term of a Transitional Housing tenancy will generally be for 24 months (see below).

Supported Housing Clients must make a social housing application through Housing Pathways no later than 60 days after the commencement of their tenancy.

Where tenants are not approved for the Housing Register they will be served either a 90 days "no grounds" termination notice or a termination notice for the end of the fixed term lease, and advised in writing that their tenancy has been ended as they do not meet Housing NSW/Community Housing eligibility criteria.

Tenants who are "priority" approved on Housing Pathways will be offered the maximum lease term of two years but if a client who is "priority approved" can demonstrate that they remain live on the priority housing wait-list but have not been made an offer during the two-year transitional period, Metro Community Housing will continue to house those clients pending an offer of permanent housing through Housing Pathways.

Tenants who are not priority approved will be offered tenancies for periods ranging from 6 – 18 months, unless they are a full time student, aged 25 or under (if single) or under 30 (if they have dependent children), and able to provide proof of their enrolment/continuing attendance in a tertiary or vocational course.

In these cases the young person will generally be allowed to remain in a transitional tenancy until they have completed their tertiary or vocational course.

Establishing and Maintaining Tenancies

All offers of permanent housing to applicants will be made in accordance with the state-wide Housing Pathways offers policy. Refusal of two reasonable offers will result in the client being removed from the Housing Register, unless either offer is deemed to be "unreasonable".

Withdrawal of offers

If for any reason an offer of housing is withdrawn, the applicant will be notified in writing as soon as possible. A full explanation as to the reasons a withdrawal has been made will be available.

Accepting an offer/filling a vacancy

New tenants who have been offered a property will be given a maximum of 14 days to sign the lease on their new property. A Holding fee will be required from 3 days after the offer has been accepted. The holding fee will be determined based on:

- Whether or not the new tenant is required to pay rent in their current accommodation
- If they are required to pay rent they will be charged 50% of their assessed rent exclusive of CRA.
- If they are not required to pay rent they will be charged 100% of their assessed rent exclusive of CRA.

In accordance with the Residential Tenancies Act, a Residential Tenancy agreement and Premises Condition Report will be given to each tenant prior to occupancy. Information will be explained verbally and tenants provided with the following documents:

A Tenant Handbook containing information about tenant's rights and responsibilities, our services and complaint and appeal processes.

The Renting Guide (information about tenancy law)

Where possible, information provided to new tenants will be translated into appropriate community languages. The telephone interpreter service and 'on site' translators will be used where required and/or requested at sign up and in subsequent contacts with tenants.

Shared Housing

'Shared' tenancies only apply to tenancies offered through partnership arrangements with a support agency. If a vacancy is within a shared house e.g. three single people living within one house, each tenant will be treated as an individual tenant and receive their own Residential Tenancy Agreement for a 'bedroom', with 'access to all common areas'.

The same rights and responsibilities shall apply as per the Residential Tenancy Act and all steps outlined in 'accepting an offer/filling a vacancy' will apply.

Allocation Policy

Metro Housing aims to promote successful and sustainable tenancies by matching clients to properties that:

- Are large enough for the client's household
- Meet any special needs of the client so far as these are known and appropriate evidence provided about these special needs (ie a medical assessment form completed by a specialist medical practitioner).
- Assists the client to access specialist support services they utilise on a regular basis
- Makes the best use of available housing stock.

Matching a client to a property

Type of Property	Applicant	Additional comments/evidence requirements
Modified properties. Where modifications are required to cater for the needs of a tenant with a disability	Clients who have a demonstrated need for a modified property	Minor Modifications – Medical assessment form completed by the applicants GP. Major modifications – detailed Occupational therapist report with specifications
Ground floor property	Clients who have a demonstrated need for a ground floor property	Medical Assessment form completed by the client's doctor. Age of tenant will also be considered.
Properties with a yard or garden	Clients who have a demonstrated need for a yard or garden and have confirmed willingness to be responsible for garden maintenance	Clients who have a demonstrated need for a companion animal/clients who have supporting documentation from a specialist (psychologist or psychiatrist) regarding the behavioural needs of any dependent children that confirms need for an external area
Accommodating Children: We will consider the age and sex of children in the household when determining a household's bedroom entitlement as per the following criteria		
Household Situation		Entitlement
Over 18 years		Considered an adult and entitled to a separate bedroom
Shared bedroom	Same sex children <18 years. Male and female children under 10 years	Can be expected to share a bedroom
Children need their own bedroom	Client has demonstrated a need for additional bedroom due to: -Large age gap between the children -Presence of behavioural factors supported by documented evidence	Will be allocated separate bedrooms
Shared Custody	Client has shared custody of a child/children for > 3 days per week	Normal bedroom entitlements apply
Access Visits	Child/Children stay with client for < 3 days per week	Child not considered to be part of household and not entitled to a separate bedroom unless further evidence of need is provided.

Locational Need

Applicants or tenants applying for an internal transfer are approved for an Allocation Zone, not a specific suburb. Requests for transfers to a specific suburb will be considered in light of a demonstrable need to reside within that suburb and the need for Metro to contain expenditure on rents. Requests to be transferred to a specific suburb will be considered in light of:

A demonstrated need to access specialist support, educational, or medical services that cannot be easily reached from outside that suburb/surrounding suburbs. Tenants will need to provide evidence about this. Metro staff can provide information about the type of evidence that will be required.

Affordability of rents in that suburb

The availability of suitable properties in that suburb

Affinity with and long term connections to that suburb

Offers of Housing

Applicants will be made two reasonable offers within their approved allocation zone. Refusal of two offers which are considered suitable will mean that the applicant is removed from the housing register.

Reasonable Grounds for Refusal of an Offer

A tenant can reasonably refuse an offer of a property if it does not conform with the property type, property size or allocation zone for which the tenant has been approved.

If the tenant's circumstances have changed or if they wish to present additional evidence in support of their need for a property type, size or location which differs from the property type for which they were originally approved, they will need to lodge a Change of Circumstance form through Housing Pathways.

Not meeting the tenant's personal preferences for a property does not constitute reasonable grounds for refusal. The type of things that would be considered to be personal preferences include:

Preferences about building materials – ie property made of brick, with tiled roof etc

Wanting gas, not electricity (or vice versa)

Wanting a bathtub not a shower

Wanting to be matched to a property of the basis of the needs of a pet

Not liking the neighbourhood

Wanting carpets not wooden floors (or vice versa).

Tenants/applicants can present evidence from a specialist medical practitioner where there is a medical reason (such as asthma aggravated by dust, or mobility issues affecting ability to use a bathtub) why certain property types/features would be unsuitable.

Appealing Decisions

If a tenant/applicant believes we made a wrong decision they should ask for a formal review of the decision. To do this a tenant or applicant needs to complete an Appeals form stating why they disagree with the decision. A copy of our Appeals and Complaint Policy is available from our office or can be downloaded from our website at www.metrohousing.org.au

If a tenant/applicant is unhappy with the outcome of an appeal to Metro they can lodge a second tier approval with the Housing Appeals Committee.

The Housing Appeals Committee is an independent agency that review certain decisions made by Community Housing providers and Housing NSW. For information about the Housing Appeals Committee, call 1800 629 794 or go to www.hac.nsw.gov.au

Timeframes for Accepting/refusing an offer

Tenants/applicants will have 72 hours to view a property once an offer has been made.

Once the property has been viewed, tenants/applicants will have 72 hours to confirm whether they wish to accept or refuse the offer.

Once the tenant/applicant has accepted the offer they have 5 working days to sign the lease for the property

Metro tenants transferring from one of our properties to another will have 7 working days to complete their move, clean the property and complete the outgoing inspection with their Housing Worker.

PART 2: MANAGEMENT TRANSFER POLICY

Purpose

If tenants experience a change in their circumstances that affects their housing needs, they can request a transfer to another property managed by FACS Housing Services or any community housing provider participating in Housing Pathways. These transfers are known as **Tenant Initiated Transfers**. These will be assessed and processed under Housing Pathways.

In order to effectively manage our property portfolio and house more people in need, we may also require a tenant to move to another property we manage. These transfers are known as **Management Transfers**. This policy outlines the criteria we use to determine when a tenancy needs to be transferred to another property for management purposes.

Scope

This policy outlines the circumstances where Metro will require a tenant to relocate or when we will approve a relocation for management purposes. This policy applies to long term social housing tenants and transitional tenancies, however transitional tenants will only be approved for a tenant-initiated transfer where there are health or safety concerns.

Policy

We will act in accordance with our responsibilities under the NSW Housing Act 2001, the Residential Tenancies Act 2010 and Regulations and our internal policies.

Metro has the legal right to terminate a tenancy on the grounds that it has made an offer of alternate social housing as set out in Section 148 of the Residential Tenancies Act 2010.

The majority of Metro tenants reside in leasehold properties, ie properties we lease on the private market. The owners/managing agents for these properties can require us to hand back a leasehold property for a variety of reasons. This includes terminating our tenancy “without grounds” by issuing Metro with a 90 day “no grounds” Notice to Vacate.

Tenants residing in leasehold properties will be rehoused by Metro. We will seek to take the tenant’s household and locational needs into consideration when offering an alternate property. We will only require a tenant to relocate for valid reasons related to the management of a tenancy or our property portfolio.

Management transfer

We will undertake Management transfers for the following reasons:

- Under occupancy
- Severe overcrowding
- When our lease with a private landlord has been terminated
- The property configuration is not suitable for the tenant
- In response to neighbourhood disputes or breaches of the **Good Neighbour Policy**
- Issues related to management of a particular tenancy or our property portfolio, including proposed sale, upgrade or redevelopment of a property.

We will always attempt to negotiate mutually acceptable arrangements when we apply the Management transfer policy but we will take action through the NSW Civil and Administrative

Tribunal (NCAT) in accordance with the Residential Tenancies Act 2010 to terminate/gain vacant possession of the property if the tenant refuses to relocate.

Relocation

Where possible and appropriate we will relocate tenants in their current allocation zone/the allocation zone they were approved for on the Housing Register. This is subject to management of our property portfolio, the availability of properties and appropriate rental benchmarks for leasehold properties.

What is a reasonable offer?

An offer is reasonable if it meets the tenant's known housing and locational needs and allows access to required services based on the merits of the information provided by the tenant during the relocation process.

Generally tenants who have been approved for a transfer under Housing Pathways will receive two reasonable offers of alternate accommodation.

For management transfers or tenant-initiated transfers that require an urgent response only one offer of alternate housing will be made and this can be from any of the 5 allocation zones that the tenant has been approved for.

Evidence required for requests to live in high demand areas

A tenant must provide adequate evidence to support their request to live in a high demand area. The documentation will vary according to the nature of the client's disability or medical condition but will generally require:

- Medical needs assessment completed by a specialist medical practitioner
- Report provided by a community nurse, occupational therapist, physiotherapist or mental health worker
- Report provided by a support providers such as Home Care, Home Nursing Service, Aged Care Assessment team, Community Centre or Neighbourhood Centre.
- A written request from family or friends who provide care.

Assessments, reports or letters from health professionals and support providers should include:

- The length of time the tenant has been utilising the service/receiving treatment
- How often the tenants accesses these services
- How long the tenant will need to continue to use these services
- Whether they can access similar services in an alternate area

Support letters from family or friends must include:

- Contact details
- A description of the care or support provided and the frequency
- The length of time the care or support has been provided
- The length of time the family member or friend has been continuously living in the high demand area.

Affinity with Area

A tenant can demonstrate affinity with a specific area if they have lived in the requested area for at least ten years and developed an extensive range of social and supportive networks.

An Aboriginal or Torres Strait Islander tenant who has an affinity with a particular area satisfies locational need if they have a kinship/family group residing in the requested area or the area is the traditional homeland of their tribe.

Rejection of a Reasonable Offer

If a tenant rejects a reasonable offer of alternative social housing, Metro has the legal right to terminate a tenancy on the grounds that it has made an offer of alternate social housing. This legal right is set out in Section 148 of the *Residential Tenancies Act 2010*. The processes that we must follow are set out in Sections 149 and 150 of the *Residential Tenancies Act 2010*.

Before taking this action Metro will confirm that the offer made to the tenant took into account their known housing needs and is consistent with their entitlements as set out in our *Allocations* policy.

Assistance with relocation

We will provide a contribution to relocation expenses for management initiated transfers where it is appropriate and necessary. We will assess each tenant's situation on a case-by-case basis and make a decision based on the individual circumstances of the tenant.

Appeals and review of decision

This policy is appealable. If the tenant does not agree with a decision we have made they can seek a formal review. Our *Compliments, Complaints and Appeals Policy* outlines how tenants can request a review or a decision. This document can be downloaded from our website.

If the tenant is unhappy with the outcome of their appeal they can lodge a second tier appeal with the Housing Appeals Committee. The Housing Appeals Committee is an independent agency that reviews certain decisions made by FACS Housing Services or a Community Housing organisation. They can be contacted on 1800 629 794 or at www.hac.nsw.gov.au

Related documents:

- Allocation Policy
- Compliments, Complaints and Appeals Policy
- Good Neighbour Policy

Rent Management

Our rental calculations are based on the Human Services (Housing NSW) "Community Housing Rent Policy".

Rent Calculation

- i) Rent will be calculated in accordance with the Community Housing rent setting policy:
 - a. Wages/Salaries, Business Income and Pensions are assessable at 25%
 - b. Clean Energy Supplement is assessable at 25%
 - c. CRA payments are assessable at 100% for all tenants
 - d. Family Tax Benefits A & B are assessed at 15%
 - e. Pharmaceutical Allowance is not assessable income
 - f. Child Disability Allowance is not assessable
- ii) The income of household members who are under 18 years of age and in receipt of Commonwealth benefits is not included in the calculation of rent.
- iii) Where tenant does not have an income but is eligible for Centrelink payments and has either not applied, or not complied with Centrelink reporting requirements, or they have a reduced income due to a loan repayment, they will be charged rent at the rate applicable to the full rate of Centrelink pension/benefit to which they would normally be entitled.
- iv) Where the tenant is temporarily not in receipt of any income due to imprisonment or where they have a reduced income due to meeting the costs of a drug/alcohol rehabilitation or other residential program, no action will be taken to terminate their tenancy for non-payment of rent where the tenant supplies written evidence of their income situation. Once the tenant recommences receiving an income they will be required to sign a Rent Arrears Agreement to repay the rent owing from the period when they were without income.
- v) If the tenant, their partner and/or other household members are wage or salary earners, the wage or salary shall be determined by provision of their 6 most recent payslips or a completed Employer Declaration stating their gross income (including allowances and any salary sacrificing amounts) for the last six months.
- vi) Where a tenant has breached the terms of their obligation with Centrelink, and provides confirmation of this, they will be charged according to the income they actually receive during the breach period.
- vii) If wages change from week to week, income will be averaged across a 13 week period.

Fluctuating Incomes

Tenants who have fluctuating incomes because they work on a casual or sessional basis, will be required to submit income details on a quarterly basis if their income varies by more than 20% from week to week. Income assessments will be based on an averaging over the 13 week period.

Rent Review & Increases

Metro will conduct rent reviews every six months to confirm the tenant's continued eligibility for a rental subsidy (where applicable) and assess the rent payable. We will conduct more regular reviews when tenants have fluctuating incomes.

The Tenant Handbook will inform tenants that it is a condition of their tenancy that they advise the Co-op within fourteen days of any changes to their income. Failure to advise the Co-operative of any increases in income may risk an ongoing tenancy.

If the Co-op becomes aware of a change in the circumstances of a tenant, they can request updated income information from that tenant between official rent reviews. The same process for assessing rent increases will apply.

Where a notice of increase of rent to market rent has come into effect and the tenant later supplies proof of income, the assessed rent will take effect from the date the income statements are supplied. A tenant may apply to the Disputes Committee to waive or vary rent payable for a period in special circumstances.

In circumstances where a tenant has failed to advise Metro of an increase in their income, then the applicable rent increase will commence from 60 days after the income increase.

Rent Review Procedure:

Twice per year all tenants are required to supply current information about their household income. The process is as follows:

All tenants (except those who have recently supplied income information) will be sent a dated Income Review letter stating that they must supply evidence of the income of all the people in their household by the requested date (generally four weeks after rent review letters are sent out) or they will be charged market rent.

The letter will specify the final date when the income evidence must be supplied and the date that rent will change (60 days from the date of the letter).

The letter will state the market rent that will be charged if current income evidence is not supplied.

A translated 'important letter' form will be attached for tenants who may have difficulty understanding English.

A photocopy of the letter is kept on the tenant's file.

Tenants must supply written verification of all income sources. Where the tenant is self-employed they should supply a copy of their most recent taxation return or profit and loss statement (as outlined in the Office of Community Housing rent assessment policy).

No later than one month after sending the rent review letter a follow up letter is sent to any tenants that have not replied.

When information is received the new rent is calculated using the Rent Calculation form on the database. This is based on the Department of Housing Income Policy.

A copy of this calculation and advice on the new rent start date is sent to the tenant within 7 days and the 'new rent' letter, copies of the income statements and the rent calculation form are filed in the tenant's file (Income & Rent Review section)

Tenants who are seeking rebated rents who do not provide income statements or other documentation confirming their incomes by the due date will be charged market rent as from the rent change date (ie 60 days after the rent review request letters are sent).

If tenants subsequently provide income statements in support of a request for rent to be rebated, the rebated rent will be assessed from the date the documents are provided.

The market rent is stated on all residential tenancy agreements. This means that rent can increase or decrease during the period of the fixed term agreement, as long as the amount is not greater than the market rent.

If income has decreased the new rent will take effect from the date the information is supplied (e.g. if a tenant brings an Income Statement dated May 8 showing reduced income the rent reduction would be backdated to that date). If tenants' income increases between rent review periods they are required to notify us within seven days but the new rent will not take effect for 60 days.

Rent Payments

Two weeks rent in advance must be paid at the time the Residential Tenancy Agreement is signed. Tenants must continue to pay rent fortnightly in advance. Payment methods include:

1. Payment by Centrepay direct deduction (our preferred option)
2. Payment by bank deposit at any CBA branch or by way of netbank transfer
3. Payment in cash or EFTPOS facility at our office

Rent Statements

Rent statements will be sent to all tenants quarterly or at any time upon request.

Details of all rent/other payments will also be recorded on the Tenant Management System database

Rent Arrears

Our aim is to keep people in affordable housing and in advance with their rent. To ensure this, a review of rent arrears for all tenants will be conducted regularly. Arrears are reviewed every fortnight at the fortnightly review meeting.

If a tenant is more than 14 days in rent arrears they will be served a letter for non payment of rent, giving them 7 days to amend the arrears (Letter 1).

If the tenant does not respond and the arrears fall further behind, after 7 days, the Manager will issue a Notice to Terminate.

If the arrears are not cleared by the end of the Notice Period we will apply to the Consumer Trader and Tenancy Tribunal for a Specific Performance Order where tenants have entered into a formal repayment agreement

Where tenants have not signed a formal repayment agreement we will apply to the NSW Civil and Administrative Tribunal (Tenancy Division) for an order giving us vacant possession of the property and an order that the tenant pay all rent owing.

Tenants who incur non-rent debt will be expected to sign a repayment agreement before Metro Community Housing will pay any non-rent debt on the tenant's behalf. Tenants in non-rent arrears will need to pay a minimum of 7.5% of their income in addition to their rent until their debt is cleared. Metro Community Housing is unable to agree to pay any non-rent costs upfront without a signed agreement in place.

Water Usage Charges

In relation to water usage charges, tenants who reside in properties which are separately metered will be sent an invoice and a copy of the Sydney Water bill showing their water usage. This invoice must be paid in full within 30 days of Metro issuing an invoice. This may require tenants to pay more than

7.5% of their income in relation to these charges. Metro Community Housing can provide advice to tenants in relation to strategies to reduce water charges or to work out a regular fortnightly arrangement which will cover their average water usage costs.

In accordance with the Ministerial Guidelines in relation to water usage charges, tenants who live in capital properties which are not separately metered will be charged an amount equivalent to 4% of their rent for water usage. These amounts will be recorded as credit in a separate account and allocated to water usage costs.

If a tenant incurs a debt for water usage we will make an application to NCAT for a payment order. At the Tribunal hearing we will not pursue an order for possession if the tenant consents to a Specific Performance Order to repay all water usage arrears owing. If the tenant breaches this order we will apply to the Tribunal for vacant possession of the property.

Advocacy Services

We encourage our tenants to seek the assistance of a tenancy advocacy worker to provide advice prior to, or to represent them at the Tribunal. If a tenant fails to attend a Consumer Trader & Tenancy Tribunal hearing and has not signed a Repayment agreement for their rent arrears we will seek an order of possession. A tenant has the right to ask for a meeting with the Disputes or Appeals Committees to discuss their rental situation.

Notices

A copy of all arrears notices/letters sent to tenants shall be kept on the tenant's file. Letters, which accompany a Notice to Terminate a Tenancy, shall:

Be forwarded with a multilingual "this is an important letter" form.

Provide contact details of a local Tenancy Advice Service.

Be in plain English and tailored to individual needs where possible.

Be courteous and respectful.

Provide a clear message to tenants that the Co-operative wants to keep people in housing and is willing to negotiate an agreement to allow the tenancy to continue.

Changes in tenancies/Special circumstance requests

Metro Community Housing understands that housing needs and/or family situations may change. Metro has policies in place to ensure that the specific needs of our tenants are met, and that the organisation is adequately informed of any changes in situation that have a direct bearing on a tenancy.

Occupancy of Properties

Tenants must notify us of any changes in the number of permanent occupants residing at their premises within 7 days. The tenancy agreement made between the Co-op as landlord and a tenant will specify the maximum number of people able to reside in the property. This number cannot be exceeded.

Additional Occupants

Tenants are required to complete an "Additional Occupant Declaration Form" to advise us if another person moves into the property. Tenants may have visitors for periods of up to three weeks without declaring that person as an additional occupant. Any person who resides at the premises for longer than three weeks is considered an additional occupant and must be declared for rent assessment purposes.

The head tenant (the person who has signed the lease) is responsible for ensuring that

Income details, or a written consent for us to download Centrelink income details for the additional occupant are provided to Metro.

The correct rent is paid to Metro once an additional occupant has been declared.

Whilst additional occupants may choose to set up direct payments to Metro for their share of the rent, and this is strongly encouraged, we are unable to take enforcement action for non-payment of rent by additional occupants.

It is therefore the responsibility of the head tenant to ensure that the correct rent is paid and failure of additional occupants to pay their correct share of the rent will not be accepted as a reason not to take action against the head tenant to recover the rental arrears.

Failure to provide timely advice about additional occupants constitutes rental fraud and may result in

The tenant no longer considered eligible for a rental rebate and required to pay market rent.

Market rent being backdated to the date the additional occupant commenced residing at the property

Action being taken to terminate the tenancy.

Tenants will not be approved for an internal transfer based on overcrowding or the need for an additional bedroom as a result of having an additional occupant.

Succession Policy

Where a tenant dies or leaves the country permanently, an adult member of their household who has been residing in the property (and declared for rent assessment purposes) for at least two years prior to the tenant vacating may request to take over the tenancy.

Requests to take over the lease/tenancy will be considered by the Manager (or the Board of Directors) only if the person seeking succession meets the criteria (eligible for social housing on the NSW Housing Register).

Until the request is decided the family may remain in the property as long as the usual conditions of the tenancy are kept. In deciding the request we will consider the number of people who will occupy the property, and whether the property is leasehold or capital.

If the request is refused we will give 90 days notice to allow the family member to find alternate accommodation

Notice to Vacate by a Tenant

Tenants wishing to vacate their property are required to provide at least 21 days notice. The Housing Worker will arrange an inspection of the property as soon as possible after notice is given to assess the property condition.

Metro will assess any rent or debts owing and notify the tenant immediately to make arrangements to claim all/part of the bond and/or come to an agreement with regard to paying off costs and/or returning to the property to complete maintenance required.

Arrangements will then be made with the owner or real estate agent for the final inspection (preferably with the tenant present) and a handover of all keys as soon as practicable after the tenant has vacated.

Final inspections will be undertaken as per the Residential Tenancy Act regulations. Negotiations for any end of tenancy repairs or maintenance will be between Metro and the owner/agent, and the owner/agent shall not negotiate at any time with the Metro tenant.

Abandonment

The Co-op will honour all of its legal contracts and agreements with regard to 'abandoned' properties under the Residential Tenancy Act.

Absence from Dwelling

Absences for periods of up to 3 months can be approved. Tenants must seek permission for any absences over six weeks. Rent must continue to be paid through Centrelink direct deduction where Centrelink payments are not discontinued/suspended during the person's absence (ie a person on Newstart/Youth Allowance/Abstudy will have payments suspended if not meeting reporting obligations). Where Centrelink payments are suspended rent must be paid in advance.

Rent will be reduced to a minimum level in certain circumstances, such as a tenant being imprisoned or entering a drug and alcohol rehabilitation program (further details are set out in Housing NSW Rent Policy).

Tenants will only be approved for absences if these are for a period no greater than 12 months over a five year period. Tenants must identify an agent who will act on their behalf during their absence. This may be an existing household member but if person is not already recorded as an additional occupant the tenant will need to apply to have them listed as an additional occupant for any period over 28 days.

Breaches of Tenancy Agreement/Metro Housing Policy

Where a tenant has failed to provide the correct information about their housing situation (e.g. income, household members) the matter will be referred to the Board for resolution. The Board may take the following action:

Immediately increase the rent to market value

Withdraw any offers of future rehousing

Seek termination of the tenancy

Tenants will have the right to access the Disputes and Appeals Sub-Committee in relation to any decision of the Board.

Any Notice to Terminate issued for breach of the lease agreement will follow the same principles applied in the Eviction for Rent Arrears policy. This means that all eviction proceedings will be undertaken as per the regulations of the Residential Tenancy Act. All attempts will be made to prevent eviction, including following the Metro disputes and appeals procedure if necessary.

PART 3 COMPLIMENTS, COMPLAINTS AND APPEALS

Purpose

The aim of this policy is to ensure that Metro Housing has a consistent approach to managing and monitoring feedback about our services and decisions.

This policy outlines how Metro will manage complaints about service delivery, appeals about the decisions we make and how we manage compliments about our service delivery

Scope

This policy explains the processes we use to handle compliments, complaints and appeals about our services and how they are delivered. The policy applies to tenants, applicants, support agencies and the broader community.

Disputes between neighbours and within communities are not covered by this policy and are handled in accordance with Metro's Good Neighbour Policy.

Policy Overview

Metro respects and values the views of all our customers. Compliments, complaints and appeals are welcome and provide us with valuable feedback about our services. We aim to take a consistent, systemic approach to managing, monitoring and analysing all feedback we receive. We will ensure that the complaints and appeals process is clear and accessible and managed consistently, fairly and promptly.

Policy

Metro acknowledges that errors, misunderstandings, dissatisfaction and unexpected problems occur in all systems and services.

Effective complaint and appeal handling enables organisations to intervene before a problem becomes worse, and provides a review process for customers who have been or feel they have been disadvantaged by a Metro Housing action or decision in order to have a positive relationship with our customers.

We also welcome feedback that acknowledges the actions of staff in delivering a positive experience to our customers.

Any Metro customer (or someone acting on their behalf) has the right to lodge a complaint or appeal about our services or how they are delivered.

What is a compliment?

A compliment is an expression of satisfaction with our services or the way the service has been delivered by one or more staff. This can include:

- Sensitivity in dealing with a change of circumstances
- Prompt handling of correspondence and telephone calls
- Efficient process for responsive repairs

- A High level of satisfaction with planned maintenance undertaken in our capital properties
- Approachable and response services.

What is a complaint?

A complaint is defined as an expression of dissatisfaction with a specific aspect of our services where the complainant is unhappy with the standard or type of service and requests a different/change in outcome. Examples of complaints can include:

- Failing to provide a service or an aspect of a service such as not completing a repair, not conducting tenant visits or not providing rent statements
- Rude or inappropriate staff behaviour such as not returning calls in a timely manner
- Not accurately recording information or responding to requests such as sending out appropriate forms or information
- Providing an inconsistent or inaccurate service such as responding differently to similar circumstances or situations or providing incorrect advice about our policies or procedures

Complaints about service delivery are handled internally by Metro staff or management. All complaints must be reviewed and the response agreed on by the Manager.

If the complaint relates to service delivery directly overseen or determined by the Manager the complaint will be reviewed by a Metro Board member or a sub-committee of the Board.

What is an appeal?

An appeal is an expression of dissatisfaction with a decision we have made. The appeal process provides an opportunity to review the decision and reflect on whether the decision was made based on full and accurate information and in accordance with legislation and/or policies and procedures. Appealable decisions are defined by the **Housing Appeals Committee**

For social housing applicants and Metro tenants, appealable decisions include:

- Eligibility for social housing including priority housing
- Dwelling entitlements – number of bedrooms or property type
- Locational entitlements and entitlement to “high demand” locations
- Offers of properties and the suitability of each offer
- Removal from the NSW Housing Register
- Changes to a tenancy including mutual exchange or succession of a tenancy
- Need for modifications for disability/medical reasons
- Former tenant charges
- Calculation of water charges
- Calculation, change or cancellation of a rent subsidy
- Permission for tenants to be absent from their property, and rent calculations during their absence
- Relocating tenants to other social housing at the expiry of a leasehold

Further details on appeals can be found on the Housing Appeals Committee website – www.hac.nsw.gov.au

There is a two step process to managing appeals:

- 1) The tenant or applicant must seek a review of the decision made by Metro. This appeal must be investigated and the complainant advised in writing of the outcome. The person you are complaining about will not be the person handling your complaint and in the case of an appeal, the person who made the original decision will not manage the appeal.
- 2) If a tenant or applicant is unhappy with the outcome of the appeal to Metro they can lodge a second level appeal with the Housing Appeals Committee (HAC). HAC is an independent agency that reviews certain decisions made by staff of community housing organisations and FACS Housing NSW. For further information about the Housing Appeals Committee or the appeal process call 1800 629 794 or go to www.hac.nsw.gov.au

How to make a complaint or appeal.

We aim to make the process of making a complaint or appeal fair and accessible. Any person involved in the complaint or appeal process can expect to be treated with respect and dignity at all times.

We wish to assure you that making a complaint or appealing a decision will not result in any form of retaliation or discrimination, including any change in attitude or quality of service from Metro staff.

While complaints and appeals are managed differently, we do not expect an individual to identify whether their matter is a complaint or appeal. This will be identified and clearly communicated to you by Metro when a complaint or appeal is received. A complainant or appellant has the right to:

- Have their concern dealt with confidentially and professionally
- Ask for help in raising their concern including being assisted by an advocate or support person
- Invite a formal support person or a friend or relative to accompany them to any meetings and/or provide information on their behalf (with the person's consent)
- Choose a location that is comfortable and convenient for any meeting
- Use an interpreting or translating service at Metro expense
- Be given information about tenant advice and advocacy services
- Take their appeal further if not satisfied with the outcome.

Compliments, complaints and appeals can be made verbally or in writing

- *By email to reception@metrohousing.org.au*
- *By completing the Metro feedback form available from our office or by downloading from our website – www.metrohousing.org.au. This form can be emailed to reception@metrohousing.org.au or posted to PO Box 1198, Newtown 2042*
- *By making an appointment to meet in person at our office at Suite 208, 1 Erskineville Rd, Newtown.*
- *By contacting our office on 02 9565 4599.*

All Metro staff can receive a compliment, complaint or appeal and this will be recorded in our Customer Feedback or Complaints Registers. You will receive a written acknowledgement of receipt within 2 working days and for complaints/appeals the acknowledgement will provide the contact details of the person who will be managing the complaint or appeal. That person will be responsible for:

- Communicating with the complainant or appellant
- Keeping accurate notes

- Investigating thoroughly and impartially
- Keeping details of the complaint or appeal confidential for internal reporting and board reporting purposes
- Providing information about external agencies who can investigate further where the complaint or appeal remains unresolved or the person remains dissatisfied with the outcome.

To ensure fairness Metro will ensure the complaint manager appointed to investigate the complaint or appeal is not the subject of the complaint or the appeal.

We aim to resolve complaints and appeals promptly and wherever possible within 21 business days or receipt. In situations where we cannot meet this timeframe we will advise the complainant or appellant of progress to date, any reasons for the delay and the expected date of resolution.

Once the internal investigation is complete, the Manager will send the complainant or appellant written advice outlining the outcome of the complaint or appeal.

What happens if I disagree with the outcome of my complaint or appeal?

- If you are unhappy with the outcome of your complaint you can take the matter to the Metro Board of Directors. The Board will discuss the complaint at their next scheduled meeting. You will be advised of the Board's decision within 14 days of their meeting. The Housing Board's decision is final.
- If you are unhappy with the outcome of your appeal you have the right to appeal to the independent Housing Appeals Committee by contacting them on: 1800 629 794 or at www.hac.nsw.gov.au

Assistance for tenants or applicants making a complaint or appeal

We will assist clients to complete the relevant forms to make a complaint or appeal as required. This includes arranging an appropriate service provider or interpreter if required. External bodies that can assist tenants who wish to make a complaint or appeal include:

- Your nearest Tenant Advice and Advocacy Service – go to www.tenants.org.au and put in your postcode for details of the nearest service.
- Community Legal Services – go to www.clcnsw.org.au
- The NSW Department of Fair Trading Information Centre – Phone 133 220 or go to www.fairtrading.nsw.gov.au

How Metro uses information from compliments, complaints and appeals

Metro will regularly review information from complaints and appeals to identify ways in which our services can be improved. We will report to our Board on the number and type of complaints and the outcomes.

We also provide information about our complaints and appeals to comply with the reporting requirements of the National Regulatory System for Community Housing (NRSCH) and the Community and Private Market Housing Directorate (CAPMH) of FACS – our funding body.

All reporting on complaints and appeals to the above bodies will not identify the complainant or appellant without their specific consent.

Issues outside this policy.

- The NSW Civil and Administrative Tribunal (NCAT) deals with tenancy issues arising from our obligations under the **Residential Tenancies Act 2010**. They can be contacted on 1300 135 399.
- Concerns about fraud, misconduct or illegal activity by a Metro member of staff or board member will be dealt with separately. Please refer to our Fraud and Whistle-blower policies for details of how these matters are handled.
- The National Regulatory System for Community Housing investigates complaints that raise concerns about a registered Community Housing provider's compliance with the Regulatory Code including the way it is governed or how it manages its assets. A complaint can be made using the online form at www.nrsch.gov.au/complaintform. A complaint can also be made by contacting the Office of the Registrar on 1800 330 940
- The Community and Private Market Housing Directorate of the Department of Family and Community Services has also released a guide as to management of complaints and appeals available at www.housing.nsw.gov.au/CommunityHousing

Related documents

Legislation

Residential Tenancies Act 2010

PART 4: TENANT RIGHTS AND PARTICIPATION

Purpose: To ensure that tenants are able to participate in decisions concerning the management of the organisation and their tenancy.

The Co-op supports the rights of tenants to be involved in the Co-op and will seek the views of its tenants on matters that affect them

General Statement on Tenant Rights

All tenants have the right to fair and non-discriminatory treatment and to be treated with respect.

All tenants will be provided with appropriate information about the activities of the Cooperative at the commencement of, and throughout their tenancy.

All tenants will have the right to participate in the activities of the Co-op, as well as the right to decline to participate.

We will always abide by the terms and conditions of the Residential Tenancy Act and any other relevant legislation designed to protect the rights of tenants.

Tenants will have security of tenure within the guidelines of their Residential Tenancy Agreement, our policies and procedures and CHD funding guidelines.

Confidentiality & Privacy

We will abide by all relevant state and federal privacy legislation and, except where specific consent is given for release of information to other parties, we will maintain the confidentiality and privacy of tenants in all matters relating to their tenancy. The only persons who will have access to tenant files or tenant information will be:

Staff

The tenant

The Board of Directors in limited circumstances (e.g. disputes/ serious breaches of policy that may lead to termination of the tenancy)

External support agencies or individuals where the tenant has consented to the provision of information being given to that agency

The Department of Housing where the tenant has consented to exchange of information.

Tenants may access their own files at any time by giving reasonable notice. Copies of any information held on their files shall be provided to tenants unless the provision of information may compromise the confidentiality of third parties – in such circumstances staff will rely on the principles of The NSW Freedom of Information legislation to determine access.

Tenants will be provided with a written statement about privacy when they sign up to become a tenant and will be asked to sign a form agreeing that they have sighted the statement and understand their rights and responsibilities with regard to privacy.

Exclusions to this Confidentiality Policy

The only time that we shall disclose information about a tenant without their explicit consent is when we are legally obliged to do so (e.g. to Centrelink or the NSW Police following formal request or as directed by a Court Order) or in circumstances whereby we have a duty of care to do so (e.g. notification of Child at Risk to Department of Community Services).

Board Access to Information

Board members shall only be given access to a tenant's information where this is acceptable under the Privacy legislation or where a tenant has consented to the release of information. Generally, the only circumstances where information about tenants will be released to the Board of Directors is:

At a disputes and appeals resolution meeting where the tenant has consented to release of information.

Where required under law or where there are reasonable grounds (e.g. duty of care) for information to be disclosed.

Information about Rights

Where there are legislative or policy changes which may affect tenants rights, tenants will be advised through our website; the quarterly newsletter and notices placed in the office

Tenant Involvement

We are committed to tenant involvement and will promote the interests of tenants and those in the community who seek and require access to affordable rental housing. We acknowledge however, that there are barriers to participation and Metro will seek to implement strategies to support tenants to give their views or become involved.

We recognize that many tenants may choose not to participate in the Co-op. This right is respected and it is recognized that participation is a voluntary activity.

Volunteers

The co-op welcomes tenants who volunteer their services. Volunteering can provide opportunity for tenants to develop skills and confidence. We recognize our obligation to provide volunteers with meaningful work that involves clearly defined tasks, appropriate training, and ongoing evaluation.

External volunteers (that is non tenants) are not used at the Co-operative. Student and work experience placements will be considered on a case by case basis by the Manager.

Provision of Information to Tenants

We encourage the involvement of tenants in the planning, delivery, evaluation and review of our services. The Co-operative will ensure that tenants have the opportunity to participate in decisions concerning the management of the Cooperative and of its tenancies.

Tenants will be kept well informed of the operations and policies of the Co-operative by:

The production of a quarterly newsletter for tenants.

Ensuring that policies and procedures are fully explained to tenants and all new tenants are given a copy of our *Tenant Handbook*

Making documents about the policies and procedures of the Co-operative publicly available (ie on our website).

Allowing tenants the right to make reasonable decisions about the management of their own dwelling;

Formal feedback through satisfaction surveys, evaluations, suggestion boxes, etc.

Encouraging informal feedback from tenants

Providing opportunities for input into formal reviews, ie our policies

Resourcing

Metro will meet the costs of the Tenant meetings, e.g. mailouts, meeting costs & training

Provide administrative support, e.g. minutes and agenda typing, record keeping, mailing, preparation of newsletters, etc

Provide background papers and other documents

Provide information and assistance in relation to meeting procedures, planning, priority setting, roles of office bearers, member responsibilities, etc as required

Ensure staff attendance at meetings

Assist with the development of suitable training opportunities for individual members where appropriate

Strategies to Involve Tenants

Ensuring two Metro tenants are appointed to represent the organisation on The Social Housing Tenant's Network

Ensuring tenant representatives receive appropriate support and financial assistance where appropriate to fully participate in network activities

Assistance for tenants to attend Board Meetings (ie childcare/transport costs reimbursed)

Open Board meetings - Tenants are invited to at least one Board meeting each year, and are informed that meetings are open to tenants to attend upon request to the Board of Directors.

Tenant Newsletter/Social events - tenants will be encouraged to contribute to the newsletter and to make suggestions for or organise social events. Surveys will ask tenants for feedback about areas of interest/concern.

Communication with Board members - There will be at least one event each year where tenants will be invited to meet the staff and Board of Directors – this will generally coincide with the Annual General Meeting.

Our website will include e-mail addresses for tenants to contact the Chairperson directly.

Tenant Survey - We will use an independent organisation to survey tenants annually to ensure that our services are meeting tenants' needs.

Training/Information provision - All new tenants will be given a Tenant Manual with information about our policies.

Our Policies & Procedures are available online or by request.

We will ensure our office is accessible for people with a disability and is close to public transport. The office will be physically accessible to tenants on Monday, Tuesday and Thursday between 10am and 4pm; on Wednesdays from 1 to 4pm and on Fridays by appointment.

Telephones will be answered every day between 9.30am and 4:30pm. If for any reason the office is unattended or staff members are unable to personally answer calls an answering machine will allow clients to leave messages. As a minimum the phone message shall include details for tenants about emergency repairs

Communication

We will ensure that:

All non-translated written information such as letters, newsletters, etc will be written in clear English.

All written policies and procedures will be available to any person upon request.

Where staff write letters to tenants whose first language is not English, a multilingual advisory sheet "This is an important document" will be enclosed with the correspondence.

Key tenant information will be translated into appropriate community languages.

Access to publications/information

We do not have the resources to have all our publicly available information translated into community languages. However, where tenants have been identified with special communication needs (e.g. inability to read English or illiteracy) arrangements will be made to ensure that any information is understood. Such arrangements may include:

Liaison with welfare/referral services;

Availability of the documentation in community languages if possible

Use of interpreters (e.g. telephone interpreter service)

To improve the access of people from non-English speaking backgrounds, professional interpreter services will be used wherever appropriate and possible.

Clients are welcome to bring friends, family or advocates of their choice to any meeting with the Co-operative but it is the preference of the Co-operative, wherever possible, to use professional interpreting services.

Where our tenants insist on the use of a non-professional interpreter known to the tenant, staff must be satisfied that the use of the interpreter selected by the client is in the best interests of the client.

PART 5: WORKING WITH OUR LOCAL COMMUNITY

Purpose: To establish and maintain good working relationships, effective referral sources and support links with local organisations.

Referrals and Information

The Co-op shall provide for its applicants and other clients, appropriate information and (where appropriate) referrals to relevant services. We will facilitate this by communicating with and actively working with local community support services, local government and government agencies with whom we share common clients.

Information about the Co-operative

The Co-op shall distribute a copy of its Annual Report to relevant government and non-government agencies and invite partner agencies to attend our Annual General Meeting.

Support Partnership Agreements

Where the Co-op enters into a formal partnership with a support agency, both parties shall sign a formal, written agreement. Such an agreement shall outline the roles and responsibilities of both the housing provider and the support provider. The agreement shall include a review period and conflict resolution procedures.

All tenants housed through a Support Partnership Agreement shall be fully informed of their rights and responsibilities under the agreement, and shall be asked to sign a form acknowledging that they are aware of, and accept the conditions of the agreement.

Joint Ventures

The Co-op shall develop joint venture partnerships where appropriate, and where a need has been established, with local community organisations. Request for new partnerships will be approved by the Board of Directors. In all such partnerships, the above procedure must be followed.

Participation in Community Issues

The Manager or delegated staff shall attend key forums and actively participate in, and promote the co-operative at such events. These will include local interagency meetings and specific working parties or client focused network groups.

Peak Organisations

The Co-op shall be represented on key working parties organised by the peak Community Housing body, the N.S.W. Federation of Housing Associations.

Staff or board members will attend seminars, working groups, conferences etc. organised by the Federation and other peak housing bodies, and participate in the wider policy debate on social housing. Where relevant, the Co-op shall write submissions to Senate Inquiries etc. on behalf of its tenants and other clients.

PART 6 : ASSET MANAGEMENT

Purpose: To ensure that tenants reside in properties that are in an acceptable state of repair, that a prompt and effective maintenance service is available to our tenants, and that we take all possible measures to ensure the protection of the government's assets and maintain capital properties according to the Housing NSW standards (at the minimum).

The Asset Management Plan (AMP) has been developed to inform Metro's Business

Plan and to prioritise the maintenance of the co-operatives capital properties. The AMP links to other key plans and documents including the Strategic and Operational Plans, Risk Management Plan, 10 year Budget forecasts and annual budgets.

Asset Profile

As at 30 June 2017 our property portfolio consisted of:

105 Capital Properties (owned by NSW government through NSW Land and Housing Corporation)

A minimum of 261 headleased properties. Metro generally leases above this number as a result of efficient use of our annual Community Housing Leasehold program funding.

Funding for 4 crisis leasehold properties to provide exit housing to clients nominated by 2 separate Specialist Homelessness Services.

12 leasehold properties funded through the Connect 100 funding program to house and support former "rough sleepers" who had resided in City of Sydney LGA.

4 accommodation units owned by Metro Community Housing. We purchased a property which we have converted into 1 x 2b/r, 2x1b/r and 1 studio unit. Our intention is to redevelop this site within the next 3-5 years.

6 properties managed on a Fee for Service basis for other not for profit organisations.

2 FACS funded Crisis refuges for which we provide property management services.

Property Types and Location

Our capital portfolio consists of a mix of units and houses located in the City of Sydney, Inner West and Canterbury/Bankstown Local government areas. Our leasehold properties are located in 18 LGAs with the majority located in the Inner West, Canada Bay, Canterbury, and City of Sydney LGAs.

Asset Disposals

We have categorized our capital properties on the basis of Retain, Redevelop or Dispose in relation to our longer term asset management strategies and we liaise with the NSW Land and Housing Corporation about short, medium and long term plans for these properties.

Repairs and Maintenance

In accordance with Clause 18 of the Residential Tenancy Agreement

We will make sure that the residential premises are reasonably clean and fit to live in (Clause 18.1).

We will maintain the property in a reasonable state of repair, considering the age of, the rent paid for, and the prospective life of the property (Clause 18.3).

Non-Urgent Repairs

When the office is contacted with a request for repairs or maintenance the Housing Worker or Administrative officer will:

Try to establish the cause of the damage or obtain as much information as possible about the nature of the problem. If the damage was the result of tenant negligence, staff will inform the tenant of their responsibility to meet the cost of repairs/remediation.

Establish if it is URGENT (if urgent refer to procedure on urgent repairs (as defined by the Residential Tenancies Act 1987))

Staff will complete a 'Work Order' (on TMS) and fax the order to the property owner, real estate agent or Metro approved contractor. A copy of all Work orders will be placed in property files and kept on TMS

Staff will confirm access arrangements with the tenant or confirm tenant is happy for their contact details to be given to the real estate agent or contractor.

When invoice is received, check it against the work order form and note that tenant has verified that the work was satisfactorily completed (work order for capital repairs should be signed by tenant where possible at bottom of form or otherwise checked by staff) before paying account.

If repair request is not addressed within 21 days (or as required under Residential Tenancy Act) and agent not responsive, Metro Housing will arrange for a contractor to do the work and may apply to the CTTT if situation cannot be resolved.

Urgent Repairs

The following are deemed to be 'urgent' or 'emergency' repairs under the provisions of the Residential Tenancies Act 1987:

- A blocked or broken toilet
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- A failure or break down of the gas, electricity or water supply to the property
- A failure or breakdown of any essential service such as hot water, cooking, heating or laundering
- A burst water service
- Any fault that causes the residential premises to be unsafe or unsecure.

Urgent Repairs (Capital)

Tenants in capital properties should call Well Done International in the case of emergencies. WellDone have been contracted by Metro Housing to undertake all after-hours emergency work on our capital properties.

Urgent Repairs (Leasehold)

Upon advice of urgently required maintenance/repairs, we will generate a work order and e-mail and/or fax this to the Real Estate Agent or landlord noting any requirement for work to be undertaken in accordance with timeframes under the Residential Tenancy Agreement (Clause 19). Written work order requests will be followed up with the managing agent/owner by telephone.

If staff cannot reach the Real Estate Agent/Landlord, or agents are unable to arrange the repair within 24 to 48 hours, Metro staff will organise a suitably qualified tradesperson from the list of contractors to do repairs up to \$1000 and forward a request for reimbursement to the agent/Landlord within 14 days (in accordance with Clause 19.1 of the Residential Tenancy Agreement).

If these tradespersons are not available, tenants will be informed of their right to contact any qualified tradesperson and receive reimbursement for the cost of any work up to \$500.00 upon providing us with a copy of the receipt for work undertaken.

Information for Tenants on Repairs and Maintenance

All tenants will be given a Tenant Information Handbook at the start of their tenancy. This book will outline information about repairs and maintenance.

All leases will provide the contact details for after-hours contractors as provided by the managing agent/owner for leasehold properties. The Metro answering service will advise tenants to consult their lease for after hour emergencies.

Length of time for repairs and maintenance

Timeframes for urgent repairs are set out in the Residential Tenancy Agreement and real estate agents and owners are expected to comply with these.

Metro undertakes to follow up requests for urgent work and take all possible steps to ensure tenants living in leasehold properties are able to have necessary work completed in a timely manner. This may include applying to the Consumer, Trader and Tenancy Tribunal for an order.

Urgent repairs on capital properties will be completed within 48 hours of Metro receiving advice of the problem. Non-urgent repairs will be completed within 21 days of a request being made for responsive repairs.

Cyclical or planned maintenance for capital properties will be programmed in our Asset Maintenance Plan. Metro may consider requests for planned maintenance (ie painting) to be brought forward/delayed at the request of the tenant.

Use of Contractors

Except in exceptional circumstances (non-regular trades etc) Metro will use only pre-approved contractors. Requests for work on our standard "work order" will state whether the work is urgent or non-urgent.

Contractors will be asked to make appointments with the tenant before attending the property and they are required to show identification confirming they are authorised to do the repair. Tenants shall be advised that they do not have to provide access if identification is not produced.

Where a complaint is made about a contractor's behaviour, the Manager will speak directly with the contractor to try to resolve the complaint. We will not continue to employ contractors who behave in an inappropriate manner.

Selection and Performance of Contractors

'Approved' contractors will be selected via an 'Expression of Interest' process conducted every two years via an advertisement in a local paper. All selected contractors must sign up to the EBIX verification system confirming that they have the relevant insurances and licenses to carry out work in their nominated trade, and sign a 'contractor protocol', which will include a clause that ensures that tenants are treated respectfully and information is kept confidential.

Contractor performance, including cost, quality of work and timeframes, will be determined via feedback from tenants and random checking of completed work by our Asset Officer.

We will inspect any major repairs done at our capital properties to ensure the work has been completed to a satisfactory level. Capital property tenants will be advised to always try to sign the contractor work order to indicate their satisfaction with any completed maintenance. If this is not done, staff will contact the tenant to ensure work is completed and sign off on the work order prior to paying invoices.

Property Inspections

All properties will be inspected annually (generally in response to advise of annual inspections to be undertaken by the managing agent/owner) and a written record kept on the property file.

Any required maintenance identified will be reported to the Real Estate Agent or a work order issued to one of our contractors.

Where necessary, a follow up visit will be made to check that the work has been done to a satisfactory level. The staff member who undertook the inspection will bring any major maintenance issues to the attention of the Housing Manager.

Staff responsible for property inspections are given appropriate training to perform this role.

Post Vacancy Inspections

We will inspect all properties prior to, or as soon as practicable, after a tenant vacates. This will be done, where possible, with the tenant and (for leasehold properties) the managing agent present. Staff will take the ingoing property condition report to refer to.

If the property is left in good condition, we will notify the Rental Bond Board to refund the bond to the tenant or transfer the bond to their new tenancy if a continuing tenant..

The tenant will be notified in writing of any repairs where they are deemed to be responsible. However, if the tenant is unable to do the repairs or cannot be contacted within a reasonable timeframe, we will undertake the repairs as negotiated with the agent/landlord, and send a debit notice and explanatory letter to the tenant seeking reimbursement of costs incurred.

Any outstanding post tenancy debts will be followed up at NCAT and bonds will be claimed.

Planned Maintenance (capital properties)

Metro will at all times have a minimum 10-year 'rolling' cyclical maintenance plan – the *Asset Maintenance Plan* - to ensure effective and timely maintenance of all capital properties. All capital properties are maintained in accordance with the schedule of works outlined in this plan. Metro re-scopes 20% of our capital stock annually meaning that all properties are re-scoped over a 5 year period.

We are required to allocate an amount per property, per year, for cyclical maintenance. This amount will vary and is linked to CHLP funding guidelines. Metro will maintain adequate financial reserves to cover future maintenance liabilities as per the AMP, and we will comply with all minimum benchmark levels set by our funding body.

Cyclical maintenance expenditure will be accounted for in the annual budget and the Board of Directors will monitor expenditure on a monthly basis at Board meetings and through its Finance Sub-Committee.

Structural maintenance requirements will be reported to the funding body for resolution.

The Ten Year Asset Management Plan will:

Include annual costings and timeframes and be updated annually

Be developed by a qualified contractor with expertise in scoping/asset maintenance planning

Be endorsed by the Finance Sub-committee and monitored on a regular basis by the Finance sub-committee and Board of Directors

Be made available to tenants on request

Prioritise safety and security and the protection of our assets.

Procedure for Cyclical Maintenance

Where major cyclical maintenance is required for an amount over \$10,000.00:

The Asset Manager will issue a work order to obtain 3 quotes from contractors who specialise in the relevant trade. Metro approved contractors will be given first option to tender for work.

Ensure the contractor has the relevant license and insurances and is a reputable tradesperson.

If not already an approved contractor, the contractor must sign the contractor protocol before commencing any work.

Work Orders issued to the preferred contractor shall have the quoted price including GST and include the timeframe for completion

Property Acquisitions

Metro receives an annual grant from the NSW Department of Family and Community through the Community Housing Leasing Program to head-lease a minimum of 261 properties from the private rental market.

All prospective properties to be picked up by Metro will be inspected by a staff member before Metro signs the Residential Tenancy Agreement to head-lease a leasehold property.

Procurement of new leasehold properties:

Leasehold properties must meet these minimum standards:

have minimum security (e.g. deadlocks and window locks)

have working smoke alarms

be in a reasonable condition (reasonably clean and fit to live in as per the Residential Tenancy Act)

be available for a minimum period of 12 months with a continuation clause (but

wherever possible be for a minimum period of 2 years)

meet the stated needs of potential tenants prior to being offered.

not be offered to a potential tenant without that person/s viewing the property

have all required maintenance completed or confirmed in writing prior to occupation. Any agreements to undertake work will be noted on the ingoing condition report and an agreement reached about the timeframe for such work to be completed.

Include any agreed additional terms (e.g. permission for pets, payment of water usage, responsibility for garden maintenance)

be within the median price range as specified by the funding body

be managed by a registered Real Estate Agent or be accompanied by a 'deed of ownership' if renting from a private owner.

Metro Community Housing acquires the majority of leasehold properties through real estate agencies but we are also offered properties for lease by private owners. In order to avoid any potential conflict of interest:

Metro will not acquire properties which are owned or managed by any person who has a personal relationship with the Metro tenant who will be residing in the property.

If the owner of a property offered to Metro is known by any Metro director or staff member then that acquisition will be referred to the Finance and Audit sub-committee (or to two other board members if the property owner is known by a member of the Finance/Audit sub-committee).

The acquisition of any property where the rent charged is more than 10% above the Rental Bond Board median for that respective quarter will also be referred to one member of the Finance/Audit sub-committee for approval.

Budget Caps

In order to house more people in our leasehold program, Metro applies a cap to the rental amount paid for head-leased properties. Rental caps are updated annually on July 1 with changes aligned to the annual increase Metro receives for the Community Housing Leasehold Program. As at 1/7/17 the annual increase was 2.5%.

Tenants who have special needs in relation to location or property type, or whose circumstances present greater challenges in finding suitable accommodation will generally be exempted from the application of these caps when properties are being sourced for new/transferring tenants.