

# **Information about your tenancy with Metro Community Housing Co-operative**

## **Who are we and what do we do?**

Metro Community Housing is a government funded, not for profit housing co-operative which provides safe, secure, suitable and affordable housing to those with high and complex housing needs.

## **How does a co-operative operate?**

A co-operative has members and members are entitled to participate in the activities of the organisation. Members can be involved by attending and voting at the Annual General Meeting, contributing to the Tenant Newsletter or being involved with the Social Housing Tenant's Network.

All Metro tenants are entitled to membership of the co-operative. You will be asked if you wish to complete an application for membership when you sign your lease. Other interested parties can also apply for membership. Applications are put to the Metro Board of Directors at the first available board meeting.

Our rules require members to be "active members" in order to maintain membership of the co-operative. This means attending a minimum of one co-operative activity each year.

## **How do we allocate vacant properties?**

Allocations are made through both Housing Pathways placements (ie the NSW Housing Register common waiting list) and through Transitional Housing Programs in collaboration with our support partners.

Approximately 40% of our tenancies are provided through Transitional Housing programs. Transitional housing programs provide tenancies of between 3 – 24 months duration to individuals/ families in urgent housing need who are nominated by a community based support provider. Housing is dependent on support being provided by the referring partner organisation.

## **Metro is committed to developing and sustaining effective and comprehensive partnerships.**

By working in partnership with community organisations Metro Community Housing strengthens its capacity to respond to the needs of people in urgent housing need. Metro see partnerships as vital to providing holistic support to people in high housing stress.

## Starting a Tenancy with Metro Community Housing

### The Residential Tenancy Agreement

At the commencement of your tenancy you will be asked to sign 2 copies of the standard *Residential Tenancy Agreement* for the property we have offered you. You must sign the lease before moving into the property and you are required to pay 2 weeks rent and a bond equivalent to four weeks of your rebated rent when you sign your lease.

Your Housing Worker will explain the contents of the lease to you before you sign. You will also be given a copy of a checklist confirming that you understand the terms of your lease. The tenancy agreement is required to include:

- Your name and the address of the premises
- The maximum number of people who can reside at the property
- The market rent for the property
- The term of the lease
- The amount of bond payable
- Any additional clauses (ie where there is permission to keep a pet)
- Information about contacts for repairs and maintenance

The lease sets out the rights and responsibilities of the tenant and landlord and the conditions you are required to abide by. To the best of our ability Metro will:

- Provide the property in a reasonable state of cleanliness and fit for habitation at the start of the tenancy
- Maintain the property in a reasonable state of repair considering the age, prospective life and rent payable.
- Complete emergency repairs within 48 hours, urgent repairs within 5 days and all other repairs within 28 days.
- Issue work orders to managing agents/owners for all reported maintenance requests within 24 hours of receiving notice from the tenant (except for emergencies where we will make immediate contact).

As a tenant you are required to:

- Keep the property clean
- Notify us of any damage or required repairs as soon as practicable
- Not intentionally damage or allow visitors to damage the property
- Mow lawns and maintain gardens if you live in a house
- Change light bulbs, fuses and smoke alarm batteries when required (batteries must never be removed)
- Leave the property in a similar condition except for reasonable wear and tear.

## **The term of the lease**

All Metro leases are signed for an initial 13 week term. The majority of leases are “continuing leases” meaning that you do not need to keep resigning a new lease after the initial term expires.

Tenants housed through transitional housing programs may be required to keep signing 13 week leases during the term of their transitional tenancy.

The lease is co-signed by a Metro staff member and witnessed by another person (generally another staff member or a support worker). One copy of the lease is kept on your tenancy file and you keep the other copy.

## **The Property Condition Report**

You will be provided with an ingoing Property Condition report describing the condition of the premises at the start of the tenancy. It is very important that you complete this form and return it to Metro within 7 days of the start of your tenancy.

The condition report will state the condition (ie “good condition”, “scratches on bath”, “worn benchtops”, “minor marks on walls, scratches on floorboards etc) of all areas/items in the property (ie paintwork, carpets/flooring, bathroom tiling/basins/baths/showers, blinds and curtains, kitchen benches/ovens/cooktops, light fittings, external areas).

You need to indicate if you agree with the reported condition by marking “Y” if you agree or “N” if you don’t agree under the column marked “Tenant Agrees”. There is room to write in your comments if you disagree with the condition report.

## **Bond**

The amount of bond you must pay at the start of your tenancy is based on 4 times your weekly rent. Tenants can pay off their bond by instalments:

- For persons whose only form of income is Centrelink/DVA benefits a minimum of \$100.00 must be paid at the time your lease is signed, and a repayment agreement signed agreeing to pay a minimum of \$25.00 per fortnight (for a single person) or \$40.00 per fortnight (for a couple/family) until the bond is fully paid.
- For waged persons an amount equivalent to one weeks (rebated) rent must be paid at the time your lease is signed and a repayment agreement signed agreeing to pay an amount equivalent to 7.5% of income (after rent deducted).

Generally we allow a maximum term of three months from the start of your tenancy for the bond to be repaid.

Your bond is deposited with the Rental Bond Board and you will receive written confirmation that the bond has been lodged and a bond number issued.

Your bond is refunded to you (or transferred to your new property) when you stop being our tenant/move to a new property.

You will generally receive your full bond back if you do not owe rent and the property is undamaged and left clean and tidy in accordance with the ingoing condition report (allowing for reasonable wear and tear).

Metro will conduct an outgoing inspection with you and advise you of any potential claims on your bond for damages or cleaning. This is why it is important that you are present at the outgoing inspection.

## **During Your Tenancy**

### **Rent Charges**

Your rent will be charged in accordance with the *Social Housing Rent Policy*

- 25% of your income (wages or Centrelink payments).
- 30% of your income if you reside in a property where Metro pays utility costs
- 15% of Family Tax Benefits A & B (where applicable)
- 15% of income of any household member between 18 and 21 years (unless they are the head tenant)
- 100% of entitled amount of Commonwealth Rent Assistance

Child Disability Allowance or Youth Allowance for dependent children aged 16-18 years are not counted when we assess rent.

Persons between 18 and 21 years of age who are the head tenant are charged at 25% of income.

### **Rent payments**

Tenants are required to pay two weeks rent in advance at the time they sign their lease and then continue to pay their rent either weekly or fortnightly.

If you receive a Centrelink pension or benefit the easiest way to pay your rent is by Centrepay direct deduction.

Alternately you will be given our bank account details when you sign your lease and you will need to organize automatic deductions from your account or make payments at any Commonwealth bank.

You will need to ensure you record your agent no. on the deposit slip so we can identify who has made the payment. Your rent must always be two weeks in advance.

### **Water Usage Charges**

In accordance with the *Ministerial Guidelines on Water Charges*, tenants who live in properties (generally houses) that are separately metered will be invoiced every quarter for their actual water usage charges. Water usage charges must be paid within 30 days of the date you are invoiced.

Tenants living in Metro capital properties that are not separately metered will be charged an amount equivalent to 4% of their weekly rent for water usage. These payments will be allocated to your non-rent account and then reconciled against the actual water usage charges for the property.

We strongly recommend that tenants who will incur water usage costs pay a small instalment every week/fortnight so that their account is in credit when the water usage invoice is issued.

### **Rent Assistance**

We charge 100% of the Centrelink rent assistance. All tenants in receipt of Centrelink benefits should be eligible for some level of rent assistance.

Metro is required to charge tenants the full amount of rent assistance to which they are entitled (based on a Centrelink calculator provided to community housing providers).

If you are not receiving rent assistance when your tenancy commences you will need to contact Centrelink and ask for a Rent certificate which needs to be signed by Metro (as your landlord) and returned to Centrelink for them to assess the rate at which you will be paid.

### **Rent Arrears**

Rent is expected to remain two weeks in advance at all times. If your rent payments fall more than 2 weeks in arrears we will send you a letter or text you asking you to contact the office to arrange a repayment agreement for your arrears.

If you do not make an arrangement to pay off your arrears or if your rent is more than four weeks in arrears we will issue you with a *Notice To Terminate*. We do this so we can make an application to the Civil and Administrative Tribunal (formerly called the Consumer, Trader and Tenancy Tribunal) for a formal payment order. An application is generally lodged with the Tribunal when the Notice of Termination is issued and you will receive written notice of the hearing date.

You can and should seek advice or assistance from a Tenant Advisory Service prior to the hearing or ask for the duty tenant advocate to represent you on the day. Metro can provide you with contact details for the Tenant Advocacy Service in your area.

If the Tribunal agrees that you are in arrears and the notice of termination was validly served on you they will make a "Specific Performance Order" requiring you to pay off your arrears in accordance with the agreed repayment arrangements which you agreed to prior to the hearing or during conciliation at the Tribunal. Tenants should understand that it is always a last resort for Metro to seek termination of your tenancy and we want to work with you to try and come to an acceptable arrangement to maintain your tenancy. It is important that you contact as soon as you become aware of any difficulties you may experience in paying your correct rent when it is due.

Detailed information about our arrears policy is available in the Metro Policy and Procedure Manual available on our website or from the office.

### **Rent Reviews**

We undertake rent reviews twice a year to calculate the rent you and/or other household members should be paying. Tenants are sent a letter advising them of the market rent on the property, giving you 60 days notice of the intended rent increase and requesting that you provide payslips covering a 13 week period if you are employed, or a copy of the "Income Statement for Housing Authorities" issued by Centrelink.

Tenants can provide written consent allowing Metro to confirm their Centrelink income details electronically. Tenants also have the option of providing consent to allow Metro to vary your fortnightly reduction in response to changes in your rent. You will need to provide income details of all household members to confirm that you are eligible for a rental subsidy when we undertake rent reviews. If proof of income documentation is not provided by the due date you will be charged market rent.

### **Proving income details outside of rent reviews**

If your income changes you must let us know immediately (ie within 14 days of commencing employment or receiving a higher income).

If your income increases you will be given 60 days notice before your rent is increased. If your income goes down your rent will be decreased immediately.

Failure to provide correct details about your income will result in a review of your tenancy.

### **Additional occupants**

Your lease specifies the number of people that can reside at your property. You must advise us of any change to the number of permanent residents residing at your property within 7 days or you will be in breach of your tenancy agreement.

Metro has an *Additional Occupant Declaration form* which must be completed by the head tenant if there are any changes to the people living at the property (ie when people move out or if other people move in).

You can have occasional visitors without the need to advise us as long as these visitors do not stay overnight more than 2 nights per week, or do not stay for longer than 3 weeks at a time.

### **Reporting Maintenance Requests**

During office hours you should contact your Housing Worker to tell us about any repairs that are required.

If your property is a capital property we will arrange a contractor to do the work. The contractor will ask you to complete a form confirming the work has been satisfactorily completed. If you are not happy with the work they have done DO NOT sign the form – contact the office and advise us of any concerns you have.

If your property is a leasehold property (ie rented on the private rental market) we will send a written work order to the owner or managing real estate agent to have the repair done. We will ask you if it is okay to give your contact details to the agent/contractor

You should advise Metro if the agent/contractor does not complete the work within fourteen days of the work being reported. The exception to this is emergency repairs which must be completed within 48 hours.

Emergency repairs are:

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

If an emergency occurs outside office hours you can call the trades people listed on your lease to come and do temporary emergency repairs. They will invoice Metro for these costs as long as it was a genuine emergency.

If you cannot contact the tradespersons listed on your lease you can contact a qualified, licensed tradesperson of your choice. You will be required to pay the cost of repair in these circumstances but Metro will reimburse you within fourteen days upon production of a receipt for these services.

Tenants should not communicate directly with managing estate agents or owners unless there is an out of hours emergency. It is important that maintenance requests are documented and work orders issued so that we have a complete history of the maintenance of your property.

Metro will not agree to pay for any repairs, modifications or services (ie fumigation, steam cleaning, painting) undertaken without our prior permission.

If you do undertake any work to the property or alter it without permission you will be required to pay the costs of returning it to its original condition (ie if you put hooks on a wall without our consent you may be required to pay for plastering/painting of this wall at the end of your tenancy).



**Other Emergency Contacts:**

Energy Australia (for electrical problems)	13 13 88
AGL (for gas supply problems)	13 19 09
Sydney Water (for water supply problems)	13 20 92
State Emergency Service (fallen trees etc)	13 25 00

**Property Inspections**

All capital properties will be inspected at least annually and details recorded on our Tenancy Management System.

The real estate agent or owner will generally conduct an annual inspection. You can request that your Housing Worker be present at these inspection. You will be given at least seven days written notice of any intending inspection.

Any major repair issues should be notified to us as soon as possible. Failure to notify us of a problem may result in your bearing the cost of repairs if the problem worsens due to your failure to report it in a timely manner (ie damage to walls/built ins due to a leaking roof, damage to cupboards under sinks due to leaking taps/pipes not being reported).

**Pets**

Unfortunately due to the difficulty in finding properties on the private rental market that allow pets, Metro has a no-pets policy.

If you reside in a capital property that is suitable for an animal we will consider requests on a case by case basis but out of consideration to neighbours and due to the problem of keeping larger pets in units/ or properties where there are shared common areas we will generally not allow tenants to have a pet.

Where tenants are given permission they will be required to sign an agreement to meet all costs of remediating any damage caused by keeping of a pet (ie stained carpets/strong pet smells, damage to garden areas/lawns/fences/screen doors/entry doors).

Where tenants have a documented need for a companion animal we will attempt to negotiate consent for a pet with agents/owners of leasehold properties but we cannot guarantee the outcome of these negotiations.

## **Transfers**

Except in urgent situations, tenants may request a transfer to another Metro only after they have resided for a minimum of two years in their current property.

Tenants must submit a Transfer Request form stating the reasons for their request. The Manager has the authority to approve or reject transfer applications in accordance with our Internal Transfer Policy.

Tenants who have rental arrears or non-rent debts will not be approved for a transfer unless there is an active repayment agreement in place which is being complied with and the debt is below \$500.00

Tenants requesting a transfer will be required to meet all removalist costs except where they have been issued with a Notice of Termination due to a property being sold/required back by the agent/owner.

Where the tenant is required to move due to a Notice of Termination due to

- 1) Property being sold
- 2) 90 days no grounds notice being issued
- 3) End of fixed term lease

Metro will contribute to removalist expenses as follows:

- 1) \$200 for a single person
- 2) \$300 for a couple/parent with one child
- 3) \$400 for a family of 3 or more people

Metro has no obligation to rehouse a person who has been issued with a Notice of Termination/Civil and Administrative Tribunal order made for termination due to a breach of the conditions of their lease agreement.

In these circumstances, Metro may agree to rehouse tenants subject to certain conditions regarding future compliance with the terms of their lease and signing 13 week fixed term leases for at least twelve months but Metro will not contribute to moving expenses..

## **Ending your tenancy**

You are required to give 21 days notice of your intention to end your tenancy unless you have been issued with a 90 day “no grounds notice”, in which case you can end the tenancy at any time.

When you give notice your Housing Worker will arrange a mutually convenient time to do a property inspection – generally within 7 days. We will also confirm with you a time to undertake the outgoing inspection and complete the outgoing condition report once the property has been vacated.

You must pay rent up until the day you hand back the keys to your property. We will make a claim from your bond or take action in the Civil and Administrative Tribunal for any rent owed at the end of your tenancy and for any end of tenancy costs you may incur such as cleaning or repairs to any damage.