

Establishing tenancies

Standard form agreement

Each tenancy entered into by NCCH will be subject to a written Residential Tenancies Agreement with the tenant, completed and provided in accordance with the Residential Tenancies Act 2010 ("Act").

The agreement will be fully explained to all tenants and, where required, an interpreter should attend to assist in the comprehension of the agreement by the client.

The tenant will be able to take a copy of the agreement to read (away from the office) and a reasonable period must be given where the tenant has requested to do so.

Terms of Tenancy Agreements

Generally, the general fixed terms of agreements shall be set as follows:

| Property or Program Type: | Term |
|---------------------------|--|
| Headlease properties | Fixed term agreement to a date that coincides with any fixed term that NCCH is subject to in relation to the property. If no current fixed term agreement is in place, the tenant should be offered a continuing agreement with no fixed term. |
| Supported tenancy | Be provided with a fixed term residential tenancy agreement as per the conditions of the management agreement with the support provider or as negotiated on a case-by-case basis with the support service provider. |
| Capital properties | An initial fixed term of six (6) months duration at the beginning of the tenancy. The tenant will not be required to sign a further agreement at the expiration of the initial term. |

When determining the correct length of fixed term to provide a tenant, various scenarios (of tenancy type, program, headleasing arrangement, etc.) can impact on the correct fixed term to be used.

At risk tenancies

If doubts exist to the sustainability of a tenancy, either due to a previous unsatisfactory tenancy or where the tenancy is "at risk", fixed term tenancies of a period to be decided can be signed. Such a decision can only be made subject to NCCH agreed delegated authorities:

Additional Terms

The Additional Terms which will be added to each residential tenancy agreement relate to:

- Rental subsidies (Rent reviews & income assessments)
- The need for personal occupancy by the tenant
- Maintenance exclusions
- The disclosure by NCCH of any material facts
- Keeping of pets
- Applicable supported housing arrangements

- If the tenancy is part of NCCH's transitional housing programs
- How charges for water usage are made by NCCH
- If the property is headleased by NCCH and any additional terms that have been set by the landlord
- Telecommunication devices
- Use of common or shared areas (if applicable)

Any additional terms to a residential tenancy agreement imposed by NCCH will not contravene the rights of the tenant afforded by the Residential Tenancies Act or any other relevant legislation.

Standard Procedure For all Sign-Ups

NCCH standard Tenant Sign-Up Procedure will be used for all sign-ups of Company tenants. This procedure is designed to ensure:

- that all legal obligations are met prior to signing up a new tenant;
- that all tenancy paperwork is prepared prior to the appointed time for the tenant to sign up a lease;
- that internal client databases and systems are updated with the new information;;
- all requirements under Housing Pathways are fulfilled by NCCH.

The standard Tenant Sign-up Procedure will be completed in all circumstances and a copy of the completed form attached to the tenant file.

Additional Sign-Up Information for Tenants of Headlease Properties

Where the tenancy is in a headlease property a copy of the Head-lease agreement will be made available to the tenant upon request. However, such information regarding the property owner will not be contained in the residential tenancy agreement between NCCH and its tenant.

Where the property is a headlease property, any additional terms included by the landlord/owner of property in the lease agreement will be included as additional terms in NCCH's agreement with the tenant.

The tenant moving into a headleased property will be provided the following information:

- The owner has the right to terminate the rental agreement in accordance with the Act
- The owner or agent has the right to inspect the property in accordance with the Act
- Should the tenancy be terminated by the owner, the tenant may be eligible for rehousing by NCCH in accordance with the policy on rehousing (transfers)

Additional Information for New Tenants

The tenant will be provided with the Tenant's Handbook, which includes general information on NCCH's policies, standards & procedures, appeals and complaints systems, tenancy advice and Company membership.

Rental Payment and Collection Information

At the beginning of a tenancy, the process for rent payments will be explained to the new tenant and the tenant will be advised that rent is to be paid fortnightly.

Tenants will be informed that rent should be paid at least two weeks in advance at all times.

Where the Tenants are Centrelink beneficiaries, it is preferred that all tenants enter the Centrepay Rent Deduction Scheme (RDS).

All tenants must pay the equivalent of two weeks rent in advance prior to entering an agreement with NCCH.

A rent deposit book, if required, will be provided to the tenant prior to the commencement of the tenancy with a unique account (agent) number.

Rental Bonds

All NCCH tenancies are subject to the payment of a rental bond by the tenant and the payment will be made at the time their tenancy agreement with NCCH is signed.

Tenant will be required to pay a rental bond amount equivalent to 4 weeks of their assessed subsidised rent, rounded down to the closest \$25. Social housing tenants have the option to make the bond payment in instalments of \$25.00 per fortnight until paid in full.

Affordable housing tenants must pay their rental bond in full prior to the commencement of the tenancy.

The bond will be lodged by NCCH, as instalments are made, with the NSW Rental Bond Board in accordance with the relevant legislation within 7 days of receipt.

Special Requirements

New tenants from non-English speaking backgrounds

If English is not the client's first language, NCCH will ensure a professional and qualified interpreter is booked for the sign-up. NCCH will provide non-English translated materials wherever available (e.g. the Dept. of Fair Trading's Checklist for New Tenants)

New tenants with learning difficulties or cognitive impairment

For clients with reported learning difficulties or cognitive impairment issues, arrangements will be made to best accommodate their needs during the agreement sign-up process. For example, NCCH will involve parents/guardians in the sign-up process or will provide additional written information in plain-English.

Supported housing tenants

For all sign-ups of supported housing tenants, NCCH will:

- Ensure a case plan has been completed and provided by the support partner
- Complete a home visit risk assessment, in conjunction with support provider
- Ensure the attendance of the support partner at the sign-up
- Provide a copy of HPP agreement with the support provider, upon the tenant's request

Tenants under the age of 18

A Qualified advocate will be organised to be in attendance for all tenancy agreement sign-ups by all new tenants who are under the age of 18 years.

Affordable housing tenants

All tenants being provided with housed under the NCCH Affordable Housing Programs will be provided with additional information which outlines:

- Any ongoing eligibility requirements
- How their eligibility for other social housing products will be affected by their acceptance of their affordable housing tenancy with NCCH
- The relevant rent-setting policies of NCCH

Public Trustee and Guardian clients

The NSW Trustee and Guardian (NSWTG) provides client management services, formerly provided by the NSW Public Trustee or the Protective Commissioner. The NSWTG is responsible for signing all residential tenancy agreements where the new tenant is a managed client.

NCCH will provide a copy of the full sign-up package to the specified NSWTG Account Manager for the client.

A managed client may not move in to a NCCH property or be provided with the keys until the completed sign-up documentation has been returned by the NSWTG to NCCH and sighted.

| INFORMATION | |
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| Section | Housing Services |
| National Regulatory Code Evidence Guideline | Performance Outcome 1: Tenant and Housing Services |
| National Community Housing Standard | Standard 1.2 Establishing and maintaining tenancies |
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