



Independent Living Villages Ltd And Controlled Entities (ILV)



POLICY 1.20 DAMAGE TO PROPERTY (TENANT REPAIR CHARGES)

OVERVIEW

This policy outlines who is responsible for damage and the costs of repairs in ILV properties.

This policy applies to all residents in ILV properties and all tenancies managed by ILV.

WORD LIST

Fair wear and tear: Changes that happen during normal use (even if they are well cared for) or changes that happen with ageing.

Tenancy Agreement: A tenancy agreement (also known as a lease) is a legally binding, written agreement between a tenant (or their authorised representative) and a property manager/owner. This functions as the Service Agreement between ILV (SDA Provider) and the NDIS Participant in SDA Properties.

SDA Residents: NDIS Participant who has Specialist Disability Accommodation (SDA) in their plan and has signed a tenancy agreement to live in an SDA property (or an authorised person has signed on their behalf). They are the tenant and ILV is the Landlord.

Tenant: Person living in an ILV property who signed the Tenancy Agreement with ILV (or the Tenancy Agreement was signed on their behalf by an authorised representative).

POLICY

We will abide by tenancy laws and the Tenancy Agreement in deciding on whether you are responsible for damage to your property and the costs of making repairs.

This policy covers:

- Tenant charges
- Responsibilities – Us and You
- What we might charge you for
- What happens if there is damage
- Repeated damage or serious damage
- Paying tenant charges
- If you are not happy with a decision we make about tenant charges.

TENANT CHARGES

Tenant charges are costs for repairing damage caused by:

- You and/or
- Someone who lives with you (partner/family/friend) and/or
- A visitor to your property (someone you invited)

We will arrange repairs and charge you the cost of the repairs.

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RESPONSIBILITIES

Responsibilities are outlined in the Tenancy Agreement.

You can expect us to:

- To provide you with a home that is in good condition
- Maintain the property in good condition while you live there
- Make any charges in line with tenancy laws and the Tenancy Agreement
- Give you a property condition report when you move into a property
- Do a final inspection before you move out of a property and give you an end of tenancy report.

We expect you to:

- Keep your property “reasonably” clean
- Tell us as soon as possible about any damage to your property
- Not damage or let anyone damage the premises deliberately or negligently
- Take responsibility (pay for) any damage other than:
 - Fair wear and tear
 - Damage caused by someone else in circumstances such as domestic violence
 - Damage caused by an emergency service who needed to access your property
- Report any damage to the Police that you suspect is the result of criminal activity, such as a break and enter.
- Not add or remove any fixtures or do any renovations, alterations or additions to the premises without our approval.

And if you leave:

- Leave your property in as near as possible the same condition (when you move out) as it was when you moved in (except for fair wear and tear) and
 - Remove all belonging and any rubbish
 - Return all keys/fobs

WHAT WE MIGHT CHARGE YOU FOR

Damage that needs to be repaired:

- Damage to or removal of smoke detectors
- Broken windows
- Burns or other damage to carpets that cannot be considered fair wear and tear
- Broken and damaged clotheslines
- Broken locks
- Damaged doors and security screens
- Damage to tap fittings, toilets and basins
- Damage to cupboards and wardrobes
- Sewer chokes caused by items that should not be flushed down a toilet
- Abandoned furniture or vehicles at the end of the tenancy
- Fire that you started

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- Any other items not identified as fair wear and tear.

Repairs/action that you ask for:

- Replacing lost or damaged keys/keycards/fobs
- Service charges to check water, gas, electricity and no fault is found.

WHAT HAPPENS IF THERE IS DAMAGE

We will:

- Visit the property and view the damage (and take photos) and get the views of other e.g. contractors on the possible cause of the damage
- Discuss the damage with you (including what caused the damage)
- Consider the original property condition report and any work on the property while you have been living there
- Consider whether the damage is because of:
 - o fair wear and tear or
 - o criminal activity (by someone else) or
 - o by an emergency service coming into your property or
 - o ill health or inability to maintain the premises
 - o behavioural or other issues (SDA residents)
- Get quote/s on the cost of repairing the damage
- Send you a letter with our reasons for why we think you are responsible and the amount of money and the charges to repair the damage

We will not charge you if the damage was caused by illegal activity by someone other than you or other household members, as long as:

- You have reported the damage to the Police and you have documents to show this e.g. witness/victim statement, Apprehended Violence Order (AVO), police report, or both a police event number and statutory declaration outlining how the damage was caused **and**
- You report the damage to us and provide evidence within 14 days of the damage occurring

Some of our SDA Residents may have behavioural issues and cause damage to their property. We will talk with the Support Service Provider and others as necessary about what can be done to address the behaviours of concern to try and reduce the risk of continued damage. We will not take further action until after we have had these discussions.

REPEATED DAMAGE OR SERIOUS DAMAGE

If we have evidence of repeated damage or serious damage caused by you, your household members or visitors, we may:

- Take action in the Tenancy Tribunal
- Take action to end the tenancy

If the Police or Fire Service say you caused a fire or flood at your property, we will charge you the cost of repairing the damage or the cost of the insurance excess.

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PAYING TENANT CHARGES

We will talk with you about how to repay the costs of repairing the damage (how to pay tenant charges).

Payment methods may include:

- Centrepay
- Direct Debit - set up a direct debit from your bank account.

We must receive separate payments for your rent and any tenancy charges.

If you do not pay the tenant charges, we may take action in the tenancy tribunal.

IF YOU ARE NOT HAPPY WITH OUR DECISION ABOUT TENANT CHARGES

If you are not happy with the decision/s we make about tenant charges, you can:

- Speak to our staff about why we made that decision
- Ask for a review of the decision (Refer to ILV Policy 1.4 Appeals)

RELATED POLICIES, LEGISLATION OR OTHER RESOURCES

Legislation and Guidelines

- Applicable tenancy legislation
 - Residential Tenancy Act 2010 (NSW)
 - Residential Tenancies Regulation 2019 (NSW)

Policies

- ILV Policy 1.4 Appeals

Resources

- Tenanthelp Tenanthelp.com.au (State specific information for tenants)
- Disability Housing Information line 1800 843 929 or email housinginfo@pwd.org.au Information for people living in SDA properties and their supporters

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