

NAMBUCCA HEADS LOCAL ABORIGINAL LAND COUNCIL

HOUSING POLICY – Reviewed 3.4.2012

A function of the Nambucca Heads Local Aboriginal Land Council as per the Aboriginal Land Rights Act 1983 (as amended) – Aboriginal Land Rights Regulations 2002- Model Rules for Local Aboriginal Land Councils.

52A Community Benefits Scheme

A Local Aboriginal Land Council may, in accordance with an approval of the New South Wales Aboriginal Land Council

- (a) Directly or indirectly, provide community benefits under community benefits scheme, and
- (b) without limiting paragraph (a), **provide, acquire, construct, upgrade or extend residential accommodation for Aboriginal people in its area”**

Eligibility for housing must not discriminate on the ground of age, sex, marital status, religion, disability, life situation or family ties.

The NHLALC will also endeavour to promote home ownership to local families who have the capacity and desire to undertake that commitment.

1. ALLOCATION OF PROPERTIES

1.1. Application process

All new applicants for housing are to complete an application form and provide current proof of income for all persons over 18 years of age to be housed. All applications must be in writing and address the (Eligibility Criteria) applicant profile. Each person on the housing application aged 18 years and over will be required to give written permission for the release of their information to funding agencies, i.e. the Aboriginal Housing Office (AHO) for the purpose of confirming eligibility. The application form needs to be fully completed and all information provided as requested.

When applicants lodge an application for vacated housing, the organisation will;

- Request all prospective tenants, in their written application, identify the advertised house they are interested in, according to the bedrooms required. (To be used where a currently untenanted house not paid for from HACP or AHO funds becomes vacant.)
- When the application is received at the NHLALC office, the application must be date stamped and entered in mail on the computer.

- Record each application, in date order in a permanent register, the organisation will maintain under the name of the main applicant. The register must show applications for housing, rehousing, mutual exchange and succession of housing. Applications will be grouped into the correct bedroom categories based on the number of people to be housed.
- Each applicant will be sent a letter acknowledging receipt of his/her application as soon as possible after it is received.
- Applicants for housing currently owned by the NHLALC, will be offered accommodation according to place on waiting list and number of bedrooms required.
- Applicant profile forms will be completed by the proposed applicant and forwarded to the Regional Office of the AHO if and when required. No allocation of housing will be made until all information is provided.
- The AHO will confirm eligibility of each proposed applicant for the houses acquired under the Housing Aboriginal Communities Program (HACP).

The written application to be placed on the waiting list will state;

Name

Present address

Contact telephone number

Who owns your present accommodation?

Weekly rent/board, if shared accommodation your share?

Please provide details of all persons to be housed permanently with you?

Details of all income including Centrelink and wages

Have you rented from NHLALC previously? If yes, where there is a rental debt, arrangements will need to be made to repay this debt.

Where would you accept an offer of housing?

Are there any special needs which will directly affect the design of the house e.g. modifications for special needs, ground level etc?

Do you have any medical conditions? Is this a long term condition?

Are you on any other waiting list for housing?

Are you in agreement to make direct debit of payments to a NHLALC nominated account by direct debit or Centrepay if tenancy is approved?

It will remain the duty of the CEO to follow up rental debtors of the NHLALC.

(SEE ATTACHED COPY OF APPLICATION FORM/APPLICANT PROFILE)

.2 ELIGIBILITY CRITERIA

- Applications will be accepted from members of NHLALC and recognised Aboriginal persons who are currently residing within the boundaries of the NHLALC, and have resided within the boundaries for at least twelve months before allocation of housing.
- A current housing list will be on public display in the office.

- Applicants are not to be put on the waiting list if they already own or are part owners of a residential property, applicants will be asked about assets during their interview.
- Debtors of the NHLALC can reapply for housing providing they make a written undertaking to repay outstanding debts at the time of applying to go on the waiting list. If an offer of accommodation is given arrears will be added to the rent payable and paid as extra each rent payment to pay arrears.

(SEE ATTACHED WEEKLY HOUSEHOLD INCOME LIMITS.)

Household income is the gross income (i.e. before tax) of all household members 18 years and over including;

Wages, Pensions and allowances, Interest & Investments

Where an applicant or household member has a documented disability that requires expenditure in excess of \$55-00 per week, the amount can be deducted from the gross household income prior to the income test being applied. Applicants will need to provide information on the type of disability (whether it is short term or long term) and its impact on the housing need of the applicant household.

.3 INELIGIBILITY CRITERIA

Applicants are considered ineligible for (AHO) in the following circumstances;

- The combined weekly income is above the amount allowed for the size of the household
- They have sufficient assets to be able to solve their own housing needs.
- They are already a tenant of another social housing organisation, including Human Services, Housing NSW, Community Housing or AHO and are suitably housed.
- They are unable to provide sufficient proof of Aboriginality.
- They fail to provide relevant information requested by the organisation or AHO.

There could be applicants who at first appear to be ineligible but have extenuating circumstances that override the normal eligibility criteria. Documentation of any extenuating circumstances will need to be provided.

Extenuating circumstances could include;

- Severe domestic violence in the household (supported by Police reports, AVO's or other relevant documentation).
- Are living in sub standard accommodation
- Are homeless and have made every attempt to secure or maintain appropriate housing
- Are isolated from their family or community
- Have no alternative options for housing

- Medical or disability if current housing is unsuitable (medical reports required)
- Family break up (tenant or spouse leave the family home)
- Severe overcrowding (where the tenant is already housed with another social housing provider or Human Services, Housing NSW and it can be demonstrated that neither organisation can assist.

.4 WAITING LIST AND SELECTED (PRIORITISED) APPLICATIONS

The NHLALC will have a waiting list, showing date of application and accommodation eligible for.

Applicant information will be routinely updated every six months and information will be checked to make sure all details are current. A letter will be sent to the applicant, at the address provided, to request any changes to information and to confirm if housing is still required.

If a reply is not received within one month, the application will become inactive and removed from the waiting list. Applicants will only be readmitted to the waiting list after they provide all information as requested and will be put back on the waiting list with the original date of their application.

The waiting list will be updated and applications prioritised when a vacancy occurs or opportunities arise to acquire more housing.

THE WAITING LIST WILL BE PRIORITISED AND ENDORSED BY BOARD AT A FULLY CONSTITUTED MEETING AND ENTERED INTO THE MINUTES OF THAT MEETING.

No applications will be prioritised until all information is provided.

For all HACP properties, the minutes of the meeting and all information relating to the prioritised applicant will be forwarded to the Regional AHO office.

Current applications will be prioritised and selected on the following basis:

- The date of application
- Household size matches available housing
- The applicant is able to demonstrate that they have maintained a previous tenancy.
- There may be extenuating circumstances (documented and verified) which justifies an applicant being prioritised above another applicant who has been on the waiting list for a longer period.

- All prospective tenants should have 2 positive references
- Have attended 2 meetings at least in the last year when housing allocated.

The selected applicant will be contacted in writing and made a formal offer of the available property after written advice is received from the AHO confirming the eligibility of the selected applicant.

.5 ALLOCATION OF HOUSES OWNED BY THE NHLALC (NOT FUNDED BY AHO OR UNDER HACP PROGRAM)

The allocation of houses will be made as soon as premises become available by;

- a) Successful application from funding bodies other than AHO or
- b) A tenant vacates an existing building

When a premise becomes vacant the next person on the waiting list will be notified by mail, if the family numbers are suitable to the house size.

A housing selection panel made up of 1 member, 1 Housing Portfolio member and the CEO will interview the prospective tenants and the selected housing interview panel has the final decision to approve the selection of tenants for any vacant housing owned by the NHLALC.

2. TENANCY MANAGEMENT

2.1 Starting a tenancy

- * The application now becomes part of the tenancy file
- * For most tenants the sign up is the beginning of a new part of their relationship with the Land Council – the Landlord/Tenant relationship. It is, therefore, very important that sign ups be treated as significant occasions requiring some care to establish a friendly atmosphere.

As well as the formal procedures listed below, the opportunity should be taken to congratulate the new tenant on being housed and to take time to point out their responsibilities as tenants and the Land Council's responsibilities as landlord.

The LALC will advise the prospective tenant if the home is to be sold or court action involving the premises recovery is underway.

- * All applicants will enter into a formal tenancy agreement using a standard residential tenancy agreement (including the completed property condition report) at the time of commencing the tenancy. A copy of the tenancy agreement will be placed in the tenants file.

- * When the tenant's property condition report is returned it will be checked and if necessary maintenance work be organised. The property condition report is to be placed on the tenancy file.
- * Two weeks rent is payable at the time of signing the lease.

At the time of signing the Tenancy Agreement a copy of "The New Tenant CheckList" and two copies of the property inspection report will be given to the tenant and the following will be explained to the new tenant.

- * The Tenancy Agreement and the terms and conditions
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- * The process for rental arrears recovery
- * The process for requesting repairs and maintenance
- * The complaints and appeals process

There is no bond payable.

Sub Letting

If the tenant wants to sublet part of the premises or bring in an extra co-tenant, they will need the land lords written permission. It is reasonable for the landlord to refuse if the person is listed on a tenancy database or if an extra person would result in overcrowding.

If a co tenant in shared households, which is no longer under a fixed term lease wants to end their contract with the landlord they can give 21 days notice. This will bring to an end their liability for future rent or damages, but will not release them from debt on the property up to the date they end their agreement.

If a tenant is a victim of domestic violence they have the right to change the locks and seek to take over the tenancy if their name is not already on the lease. The land lord must be given a copy of the keys within 7 days of changing the locks. If the landlord does not get a copy of the keys any costs associated with changing the locks again will be at the cost of the tenant.

Use of the Premises by the Tenant

1. A tenant must not do any of the following:
 - a) use the residential premises, or cause or permit to be used for any illegal purpose,
 - b) cause or permit a nuisance,
 - c) interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of any neighbour of the tenant

- d) intentionally or negligently cause or permit any damage to the residential premises
- e) cause or permit a number of persons to reside in the residential premises that exceeds any number specified in the residential tenancy agreement.

2. A tenant must do the following:

- a) keep the residential premises in a reasonable state of cleanliness, having regard to the condition of the premises at the commencement of the tenancy.
- b) Notify the landlord of any damage to the residential premises soon as practicable after becoming aware of the damage.

Any breach of the above provisions may lead the NHLALC taking action against the tenant in the CTTT. When taking action against a tenant the NHLALC will have regard to any formal complaints lodged with the NHLALC, witness reports or Police incident reports, staff file notes or any other formal evidence that may be used to substantiate the NHLALC's claim to take action. The tenant will be provided with a show cause process prior to the NHLALC taking formal action in the CTTT.

The NHLALC may also request that the tenant enter into an "acceptable behaviour agreement" under Section 138 of the Residential Tenancies Act 2010. Failure or refusal to enter into an acceptable behaviour agreement once requested by the NHLALC or after entering into the agreement the tenant seriously or persistently breaches the agreement the NHLALC will give the tenant a notice of termination and seek vacant possession via the CTTT.

2.1A VISITORS TO PROPERTY

Visitors are welcome to stay at your property but **NO LONGER THAN 3 WEEKS** if they are going to stay longer the tenant must get permission from the NHLALC and they will be added to the tenants lease. **NO MORE** than the stated number of people on your lease can reside at your residence for any longer than 3 weeks. If this happens you may be jeopardising your lease and may cause further action to be taken to ask you to vacate.

2.2 ACCESS TO PROPERTY (IN ACCORDANCE WITH THE RESIDENTIAL TENANCY ACT 1987)

For the organisation to gain access to the property;

- * The tenant is to be given seven (7) days notice in writing for the organisation to carry out a general inspection of the property.
- * The tenant is to be given at least two (2) days notice for the organisation to carry out necessary repairs (not improvement or renovation)

Under extenuating circumstances, the organisation may be able to gain access to the property without prior notification to the tenant.

- * If there is good reason to believe the property has been abandoned.
- * In an emergency
- * If the tenant agrees

Unless the tenant agrees there is to be no access on Sundays, Public Holidays or outside the hours of 8.00am to 8.00pm.

.3 MUTUAL EXCHANGE (SWAPPING HOUSES)

Written approval needs to be provided by both tenants before current tenants are able to transfer between houses.

Tenants who wish to request a swap need to follow the following conditions listed below;

- * All requests must be in writing
- * Both tenants' rents are up to date
- * Any tenant damage needs to be fixed by the responsible tenant (Section 26(D) RTA)
- * The premises are to be in reasonable similar condition
- * The Property Manager is to sight all repairs to both premises before the mutual exchange (swap) takes place
- * Both tenants must agree to pay the set rental amount for the property they transfer to.

The tenancy will not commence until a new Residential Tenancy Agreement, which includes a Property Condition Report, has been completed.

.4 TRANSFER

- * All requests for rehousing or transfer must be in writing
- * The CEO will assess the request and make a detailed report including written recommendation
- * Rehousing will be considered where the premises the current tenant is under occupied and wishes to move to smaller premises
- * Rehousing will be considered where it can be demonstrated there is overcrowding

- * Rehousing will be considered where it can be demonstrated that the house or location is adversely affecting the health of the tenant or a household member
- * Documentation to support the application will be required, such as specialists or doctor's report, Apprehended Violence Order (AVO) or written letter of support from a doctor, counsellor or women's refuge.
- * Depending on the circumstances, if no suitable property is available, their rehousing may be considered when prioritising for new or vacant properties.
- * The applicant will be advised in writing of the outcome and the reason for the decision will be provided

The tenancy will not commence until a new Residential Tenancy Agreement, which includes a Property Condition Report, has been completed.

.5 SUCCESSION OF TENANCY

1. Household member application

A household member is an applicant that has been a member of the household for the preceding twelve months.

2. Non household member application

A non household member is an applicant who is a direct descendant of the former tenant.

If the succession of tenancy is the result of the death of tenant, any rental credit will be refunded to the estate and if there are any arrears these will be written off.

If the Succession of Tenancy is the result of a family break-up, any rental credit will be refunded to the last known forwarding address of the tenant. If there are any arrears, they will be followed up but if the tenant is unable to be located after 12 months, the debt will be written off. If however, they return, the debt will be reinstated.

- * All requests for succession of tenancy must be in writing
- * The CEO will assess the request and make a detailed report including a written recommendation to the board members at a fully constituted board meeting.
- * The applicant for Succession of Tenancy must meet the eligibility criteria
- * No over crowding is to occur as a result of Succession of Tenancy
- * If applicants for Succession of Housing have any outstanding debts, they must undertake to repay the debt

.6 ABSENCE FROM PREMISES

- * The tenant/s is to reside in the premises at all times. Tenants need to inform the organisation of they are going to be away as this will ensure that the organisation does not think that the premises are abandoned. **SECTION 77-1, 2 RTA** or the premises are being sub-let **SECTION 33c- (1) a, c, RTA** and initiate action in the Consumer Trader Tenancy Tribunal to seek vacant possession. A tenant may sublet and remain the head tenant but only after approval from the NHLALC and for the agreed period. The *tenant remains responsible for payment of rent* during the period they are away or after approval to sub let the property.

2.7 ABANDONMENT OF PREMISES

Indicators of abandonment are:

- * Inactivity of the rent account or non-payment of rent for a period of more than 6 weeks and no response to a series of attempts to contact the tenant.
- * The premises appear to be abandoned i.e. there is little or no furniture left in the premises, uncollected mail, overgrown grounds, electricity and water disconnected.

If it is believed that the premises are abandoned, action in the Consumer Trader Tenancy Tribunal will be initiated to terminate the tenancy and obtain immediate vacant possession. In addition, a compliance order will be sought for any outstanding debts and repairs to the property that are not reasonable wear and tear.

Documentation will be collected to substantiate any action in the Consumer Trader Tenancy Tribunal i.e. photos, rent account, tenancy agreement etc.

DEBT RECOVERY ACTION WILL THEN BE INITIATED

2.8 TENANT PARTICIPATION

- * To encourage tenant participation by inviting to become a member of the NHLALC and attend all meetings of the organisation.
- * Actively participate in any review of organisational policies.

2.9 ENDING A TENANCY

If a tenant is no longer under a fixed term agreement the land lord can ask them to vacate without grounds by giving the tenant 90 days notice in writing. If the notice is given just before the end of a lease then 30 days written notice is required. If a tenant does not vacate after 30 days the Consumer Trader Tenancy Tribunal must terminate the agreement and return the possession of the property to the landlord.

A tenancy agreement can be terminated through the Consumer Trader Tenancy Tribunal due to ongoing breaches of the tenancy agreement by the tenant including if the tenant uses the premises for an illegal purpose or if they threaten, abuse or intimidate or harass the landlord.

A compliance order for any rental arrears will be obtained in addition to any damage for which the tenant is liable. If the tenant catches up on overdue rent or follows a repayment plan agreed with the landlord termination will be cancelled. (This will not apply if the tenant is shown to have frequently failed to pay their rent on time.)

A tenant can terminate a tenancy agreement in writing in accordance with the tenancy agreement including acceptance of public housing or moving to a nursing home.

A person who is occupying residential premises may on the death of a tenant under a residential tenancy agreement to which the premises are subject, or if the tenant no longer occupies the premises, apply to the CTTT to be recognised as a tenant under the agreement or to be joined as a party to any proceedings before the CTTT relating to the premises, or both. (SECTION 35 of the RTA) (See succession of tenancy)

The tenant is responsible for returning all keys, if keys are not returned the tenant will be charged for changing the locks.

A final inspection will be completed and any tenant damage documented and a compliance order sought in the CTTT.

Rubbish and perishable items left behind can be disposed of immediately by the landlord with the cost of such action to be paid for by the tenant.

If necessary debt recovery action will be initiated.

All paperwork relating to the “ending of the tenancy” will be placed on the tenant’s file.

3. RENT ASSESSMENT AND COLLECTION

3.1 Setting and reviewing rents

All premises owned by the NHLALC will be set a weekly rent rate, which will take into account;

- * Local Shire rates for each house
- * Cost of insuring the house
- * Estimated cost of repairs and maintenance for each house
- * Estimated amount to be out aside into a sinking fund for future repairs
- * Management fee (if applicable) by NHALC

While it is the responsibility of the organisation to pay water rates, the tenant has the obligation to pay water usage under the Residential Tenancies Act 1987.

Tenants may be eligible for Rent Assistance from Centrelink if on low income or Centrelink benefits. Tenants will be encouraged to apply for rent assistance to supplement the organisation's rent collection.

If rent becomes overdue, the Rent Arrears Management Policy is to be implemented.

4. RENT ARREARS MANAGEMENT

Rent accounts are to be monitored on a fortnightly basis to identify overdue accounts. When a rent account is 14 days in arrears, contact will be made with the tenant either by telephone or mail to discuss the arrears and to negotiate repayment.

When a rent account reaches 21 days (3 weeks) in arrears, a notice of termination will be issued, however every attempt to contact the tenant is still made, to try and enter into an arrangement to repay the arrears. Ongoing attempts to maintain communication with the tenant are to be made including phone calls, written and personal contact. These will be documented and placed on the tenant's file. If the tenant makes contact to discuss their arrears, the organisation is to enter into a suitable repayment arrangement and should encourage the tenant to continue to pay their normal rent when it falls due. (If the tenant is in agreement, the organisation can provide contact details of a Budget Counselling Service.)

(SEE ATTACHED COPY OF AGREEMENT TO PAY RENT)

A letter is to be sent to the tenant to confirm the arrears payment and monitoring arrangements. If the tenant breaks the arrangements or does not respond to attempts to contact them, the organisation is to proceed to the CTTT. A compliance order will be sought to direct the tenant to repay arrears and to continue to pay rent when it falls due. The tenant is to be advised that the account will be carefully monitored. The

tenant will be further encouraged to use direct debit facilities such as Centrelink Centrepay, their bank or credit union.

If the tenant breaks the compliance order, an application is to be made to the CTTT for a termination of the tenancy. A Warrant of Possession (eviction order) will then be sought from the CTTT if the tenant continues to refuse to pay rent when it falls due, repay the arrears and fails to maintain repayment agreement and compliance orders. If eviction action is carried out to completion, the account will be finalised in accordance with the Recovery of Debt Policy and compliance order to pay the debt under the Consumer Trader Tenancy Tribunal.

When someone defaults on their lease (hasn't paid rent or evicted) their succession plan becomes **Null & Void**

4.1 Recovery of Debt

Costs associated with vacating a property i.e. rental arrears and tenant damage will be recovered from the tenant wherever possible.

To determine the extent of the vacated account the organisation will:

- * Close the rental account when the tenant vacates the property
- * Reconcile the account using the date the tenant left to make sure there are no amounts outstanding for repairs etc.
- * Make a property inspection to check the condition of the property
- * Raise any necessary repairs and add to the tenants account if not considered normal "wear & tear" issue a letter requesting repayment of the debt to the tenant, care of any known next of kin
- * Issue a letter requesting repayment of debt to last known address as the tenant may have left a forwarding address for their mail with Australia Post.

Amounts of less than \$50-00 will be automatically written off. After a period of 12 months the debt will be written off and documentation placed on the tenancy file. If a former tenant re-applies for housing, the written off debt will be reinstated.

5. REPAIRS AND MAINTENANCE

Repairs and Maintenance

5.1 The landlord must make sure that premises are reasonably clean, and fit to live in at the start of tenancy. The landlord must then maintain the premises in a reasonable state of repair considering:

- * The age of the premises
- * The amount of rent the tenant is paying, and

- * The prospective life of the premises

The state of the property and the level of repair expected should be in proportion to the premises age and the amount of rent paid. At the end of the tenancy the premises must be left in a similar condition as recorded on the original condition report.

The organisation will carry out repairs and maintenance in accord with their Asset Management Plan. Work will be undertaken by a licensed contractor unless the work is minor in nature (eg: fixing a paling which has fallen off a fence). Inspection of scoped major works will be undertaken by a qualified building surveyors who have been Nationally accredited.

The organisation will develop a Asset Management Plan to ensure houses meet the needs of the community and that houses are maintained in good condition.

Annual budgets for **Planned or Cyclical Maintenance** and **Responsive day-to-day maintenance will be established.**

Planned or Cyclical Maintenance: are works that are considered long term and can be included on a program to be done in the future (twelve month period). It is more economical and beneficial to plan similar works and schedule the repairs to be undertaken by one contractor at the one time on properties requiring the same type of repair or to plan repairs for one property to be undertaken by several contractors at the same time. This also includes Upgrading Maintenance (programmed) which are works for major repairs or replacement of items, which have a certain life expectancy eg. Painting, replacing carpet, fencing, roofing, upgrading or replacing kitchens, bathrooms, laundries.

Responsive or day to day Maintenance: this includes urgent or day to day maintenance.

Residential premises must always be “fit to live in “. Landlords are obliged to organise any urgent repair, as soon as reasonably possible, after having been notified by the tenant of the fault or damage.

Under the Residential Tenancies Act 1987, urgent maintenance means:

An urgent repair is any work needed to fix:

- * A burst water service
- * A blocked or broken lavatory system
- * A serious house leak
- * A gas leak
- * A dangerous electrical fault
- * Flooding or serious flood damage
- * Serious storm or fire damage

- * A failure or breakdown to the gas, electricity or water supply to the premises
- * A failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering
- * Any fault or damage that causes the premises to be unsafe or not secure

Responsibilities of Tenants over the Premises

Under the law the tenant must keep the premises in reasonable state of cleanliness, having regard to the condition of the premises at the start of the tenancy. If the premises include a yard, the tenant must also keep the lawns and gardens neat and tidy.

Tenants must notify the landlord or agent of any damage to the premises as soon as practicable, regardless of who or what caused the damage. It is recommended that this notice be put in writing.

The tenant must not intentionally cause or permit damage to the premises. A tenant is also responsible for any damage caused by other occupants of the premises or any other person the tenant allows on the premises. Broken windows are tenants responsibility, unless an accident and has been reported to the Property Manager.

Under NO circumstances should you stop paying rent while waiting for repairs.

The tenant is to notify the NHLALC property manager of the need for urgent repairs and maintenance and they are to be arranged as soon as possible. If the tenant has urgent maintenance and is unable to contact the organisation, the tenant may arrange at their own expense (up to an amount not exceeding \$500-00) for the tradesperson nominated on the Residential Tenancy Agreement to carry out the repairs.

Repairs and maintenance of a non-urgent nature should be identified on a NHLALC repairs and maintenance request form and will be attended to as soon as practicable.

The NHLALC repairs and maintenance form will record the following information:

- * Date of request received
- * Name and address of tenant
- * Description of repairs and maintenance work required
- * Whether the repair work is classified as urgent
- * Any contact details to arrange access
- * Date referred to tradesman
- * Date repairs finalised and cost of repairs

(SEE ATTACHED REPAIRS AND MAINTENANCE REQUEST FORM)

All repairs and maintenance work will be monitored by checking with the tenant that the work has been carried out and is satisfactory before paying the invoice.

Home visits will be undertaken on a three to six monthly basis (or sooner if part of an agreement) to assess repair and maintenance needs of the property and used to develop/review an asset management plan. Tenants will be given 7 days notice of a home visit.

Alterations

Written approval by the land lord is required to make minor changes to the property such as installing child safety locks to windows. The LALC must be reasonable but can say no to painting or structural changes that could be difficult to remove.

6. APPEALS AND COMPLAINTS

A complaint is an expression of dissatisfaction with a policy or procedure, product or service offered or provided. It may refer to dissatisfaction with the way that staff of an organisation have treated someone.

An appeal is an expression of disagreement or dissatisfaction with a particular identifiable decision that has been made and a request that the decision be considered.

All complaints or appeals must be in writing; all documents will be documented and responded to.

For applicants examples of appeals would include:

- * Not being accepted on the waiting list
- * Being given a low priority on the waiting list
- * Removal from the waiting list
- * Being allocated a property the applicant does not wish to accept

For tenants examples of appeals would include:

- * The level of rent
- * Being refused rehousing or mutual exchange
- * Being refused permission to make modifications to the property
- * Not being accepted as a member of the organisation
- * Issues governed by the Residential Tenancies Act 1987, e.g.; nuisance and annoyance, use of premises etc.
- * Issues relating to repairs and maintenance

This policy excludes complaints and appeals by applicants and tenants relating to:

- * Disputes and grievances of staff or management
- * Complaints by a tenant about another tenant (or someone else outside the Organisation) or

- * Complaints about the organisation and its tenants by people who are not service users (e.g. Neighbours, Funding body, Real Estate Agents)

Complaints and Appeals will be dealt with in the following way

Tenants and applicants will be advised of the appeals and complaints process at the time of applying for housing or when they sign the Residential Tenancy Agreement.

Any complaint or appeal by an applicant or tenant will be dealt with fairly, promptly, confidentially and without retribution.

All complaints and appeals are to be in writing.

All written complaints and appeals are to be recorded in a permanent register.

An acknowledgement letter will be sent and a copy placed on the applicant or tenant file.

Where possible all complaints or appeals will be resolved within 28 working days.

In the first instance, the matter will be referred back to the person who made the original decision (or was included in the situation where a complaint was made) for another assessment and report.

The completed report will then be referred to a more senior officer on the housing or Board of Management Committee for further assessment and decision.

All replies to applicants or tenants will be in writing and clearly state:

- * What the decision is
- * The name and position of the person who made that decision
- * The facts on which the decision was based
- * The reason behind the decision (Why it was made)
- * A contact person the applicant or tenant can talk to about the decision

The appellant or complainant will also be informed of the external bodies within the State such as the Aboriginal Housing Office, Tenants Advice and Advocacy Service and Consumer & Trader Tenancy Tribunal to whom complaints can be taken up further.

All information pertaining to the complaint and appeal will be maintained on file.

For unresolved complaints relating to tenancy management including eviction, rent management, repairs and maintenance, asset management and all other issues

governed by the Residential Tenancies Act 1987, tenants can seek a hearing through the CTTT.

All complaints and appeals received will be reviewed six monthly and a report provided to the Board of Management.

The report will include:

- * The nature and number of complaints
- * Services, practices or policies identified in the complaint
- * The action taken; and
- * The response time.

Anonymous Complaints will not be considered however complaints about staff or Confidential complaints can be placed in an envelope Marked Confidential for the Chairperson or Board only who can then follow the process of complaint on a confidential basis.

Resident Feedback

At least once a year tenants will receive a tenant feedback form, including a stamped addressed envelope, asking them to complete and return so we can access the level of service we are or are not providing.

Sample of questions that may be asked;

1. Treatment by the staff at the NHLALC either personally or by telephone?
2. Repairs and maintenance requests are attended to in a timely and courteous manner?
3. Are you satisfied with your current accommodation?
4. You are kept informed of any changes to Policies and Procedures regarding housing?

On the return of the feedback form we will then get the statistics of whether we are providing a service that is suitable for our tenants, are meeting their needs promptly and fairly and any other comments that they may have added...

