

Policy

Policy Title	Tenant Recharges
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Department	CHP, Habitat for Humanity Australia
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Objective

HFHA is committed to providing tenants with properties that are clean, safe and functional in line with our landlord responsibilities under the NSW Residential Tenancies Act 2010.

Tenants are responsible for ensuring that any damage to their property is reported to HFHA in a timely manner. Timely reporting ensures that properties are adequately maintained and maintenance costs minimised over the longer term.

Tenants are expected to take good care of their property. HFHA may charge tenants for the cost of repairing damage to a property or undertaking services that the tenant is responsible for.

This policy applies to all HFHA tenants.

Policy

This policy outlines how HFHA determines a requirement of a payment by a tenant (a recharge) and the process to recover the costs from our tenant

HFHA tenants are responsible for reporting any repairs or damage to HFHA. HFHA will undertake repairs to ensure that a property is maintained to a clean, safe and functional standard.

After HFHA has undertaken a repair or service, an assessment will be made about who is responsible for the costs.

Tenant damage is defined as damage that is the result of the deliberate action or negligence of a tenant, household member or visitor.

Not all damage is a result of negligent or deliberate behaviours. Fair wear and tear means damage that happens to a property through ordinary day-to-day use of the property by a tenant, for example, carpet becomes worn over time from people walking on it.

Managing Tenant Recharges

Under the NSW Residential Tenancies Act 2010, landlords and tenants have responsibilities in relation to the property, and in particular how tenant recharges are managed.

HFHA is responsible to:

- Abide by the terms and conditions of the Residential Tenancy Agreement and ensure that the property is safe, clean and functional
- Conduct a final inspection with the tenant and complete a Property Condition Report when the tenant vacates the premises
- Collect and record information, including photographs, showing the type of damage to the property and how the damage may have occurred.
- Ensure cost recovery through tenant recharges are dealt with transparently and efficiently.
- Provide tenants with written notice when HFHA considers the tenant is responsible for tenant repair or service costs. This notice will be provided and recovery action instigated within 90 days. HFHA aims to provide the initial written notice within 30 days of the repair or service being provided.

Tenants are responsible to:

- Abide by the terms and conditions of the Residential Tenancy Agreement.
- Take good care of the property and keep it reasonably clean.
- Tell HFHA as soon as possible if the property has been damaged.
- Pay any costs for damage that result from deliberate action, mistreatment or negligence of a tenant, household member or visitor has been proven and to comply with Tribunal orders to pay the cost of repairs or cleaning.
- Report to the NSW Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or domestic violence; and provide HFHA with an event number.
- Rectify any alterations carried out by the tenant before handing the keys back.
- Restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear; and
- Return all keys to HFHA.

The following types of damage or services may incur a tenant recharge:

- broken windows
- punctured internal cabinet doors and walls
- burns or other damage to carpets that cannot be considered fair wear and tear
- broken and damaged clotheslines and hoists
- broken locks or where keys have not been returned at the end of a tenancy

- damaged/missing doors and security screens
- damage to toilets and basins
- sewer chokes caused by items flushed down the toilet, such as sanitary pads, wipes, nappies or toys
- any costs associated with the removal of tenant property such as furniture, appliances, personal effects or vehicles left behind at the end of the tenancy
- unauthorised or unsatisfactory alterations made to a property
- erroneous call outs, or
- end of tenancy cleaning.

Chargeable Repairs and Services

Below is a summary of the items HFHA recharges to tenants:

Replacement of Keys

If a tenant locks themselves out or loses their keys and HFHA organises a Locksmith, the tenant will be recharged for the costs of gaining access and/or for the replacement of the lock(s).

HFHA may consider waiving all or part of these costs if the keys are stolen. Tenants should provide a police event number to substantiate this waiver.

Removalists

HFHA is responsible for removalist costs only that are associated internal management transfers. Tenants will be expected to pack their own belongings and ensure that their property is ready for the move. Removalists costs associated with tenant initiated transfers will be charged to the tenant. This includes box delivery, removal costs and any other associated charges.

Tenant Damage/Neglect/Vandalism

Damage to the property that is the tenant's responsibility includes:

- damage that is intentional
- failure to prevent damage (neglect)
- failure to keep the premises in a reasonably clean condition, or
- failure to restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear

Police, Emergency Services Entry

In instances where the police or emergency services are required to gain access to a property, the tenant may be invoiced for the cost of any associated damage.

End of Tenancy

Tenants are responsible for ensuring that properties are returned to HFHA in a reasonable condition

allowing for fair wear and tear. Tenants will be required to pay any costs necessary to make good damage to a property, for end of tenancy cleaning, for removal of any items left behind and for replacement of locks and keys that are not returned. Photographs will be taken of any repairs identified as rechargeable, that show the date the photograph was taken.

Routine Inspections

HFHA undertakes routine inspections of properties throughout the year. If staff identify damage, unauthorised alterations or services required to the property, this will be documented and where appropriate works undertaken to fix the damage. Photographs will be taken of any repairs identified as rechargeable, that show the date the photograph was taken.

Missed Appointments

If a tenant confirms an appointment with a HFHA contractor and is not available at the confirmed time, the tenant will be charged the cost of the contractor attending

Tenants should note that 24 hours is required for a cancellation of planned works, and no cancellation is accepted for urgent works.

Pest Control

In all HFHA properties, the tenant is responsible for the eradication of pests, including but not limited to rats, cockroaches, bedbugs and fleas if the infestation occurs after the tenant has moved in. In situations where tenants do not take reasonable precautions to deal with a pest infestation and as a consequence any neighbouring properties become infested due to the tenant's neglect, HFHA may recharge the tenant who neglected their responsibilities.

Determining Responsibility for Tenant Damage

To determine who is responsible for the cost of repairing damage to the property HFHA will:

- Take into account the type of damage and any information concerning liability the tenant gives to HFHA when reporting the damage
- Inspect the premises and document the damage where appropriate
- Discuss the items of damage with the tenant and record information the tenant or a third party gives HFHA about the possible cause of the damage
- Take into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
- Take into account damage due to fair wear and tear, which HFHA are responsible to repair
- Take into account damage due to an emergency situation where there was good cause to believe that the tenant's health and wellbeing was at risk
- Consider whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the tenant is required to provide evidence
- Consider whether the damage is a result of criminal activity such as domestic violence, break and enter or vandalism. Survivors of domestic violence will not be responsible for property

damage caused by a perpetrator of violence during a domestic violence offence.

In circumstances of criminal activity, the tenant is requested to provide evidence within fourteen (14) days, proving the tenant has reported the matter to the NSW Police, such as a Police statement or Police Event Number.

Where HFHA determines that the damage is a result of intentional damage, mistreatment or neglect, the tenant will be responsible for the cost of repair work.

HFHA will seek to recoup the cost of repairing the damage from the tenant or in certain circumstances, for example where the damage is a result of criminal activity or acts of nature, HFHA may seek to claim costs through insurance.

Undertaking Repairs

Tenants are responsible to arrange for any damage to be repaired or to agree to pay for the work to be carried out by HFHA. HFHA will advise the tenant in writing or at a property inspection of any works required to return the property to standard.

Any repairs carried out to a property must meet the Australian Property Standards in accordance with the NSW Residential Tenancies Act 2010 and be carried out by a licenced professional. If the repairs do not meet these standards, HFHA will seek to recoup the associated costs of rectifying these repairs.

HFHA will ensure that the tenant is informed when it is identified that repairs are a result of tenant damage. In the first instance, the tenant will be given the opportunity to arrange for the damage to be repaired or, upon advice from the tenant, HFHA will recharge the cost of carrying out and completing work. The debt associated with the work will be added to the tenant's non-rent account under repairs and maintenance.

In the case where a tenant damages, makes alterations or modifications to a property that are identified as being dangerous or unsafe, immediate remedial works will be undertaken. This work will be undertaken without providing the opportunity for the tenant to undertake rectification works themselves. Any costs associated with the rectification works will be recharged to the tenant.

Repeat or Serious Incidents of Tenant Repair Costs

Where HFHA has sufficient evidence of repeat or serious incidents of tenant-responsible damage, HFHA will immediately take action before taking the matter to the NSW Civil and Administrative Tribunal to obtain a specific performance order. Where the damage is significant, HFHA may take action to end the tenancy.

Pursuing Tenant Recharge Debt

Outstanding tenant recharges will be pursued in accordance with the arrears management policy.

Appealing Decisions About Tenant Repair Costs

Matters in this policy are appealable.

Tenants have the right to dispute tenant recharges by lodging an appeal with HFHA. If the tenant disputes liability, HFHA will suspend the cost recovery process and review the decision.

To do this, the tenant can complete either I have an appeal or complaint form, details of which appear in the HFHA Complaints and Appeals Policy. This policy, and information leaflet, is available from HFHA's office or downloaded from our website www.habitat.org.au

HFHA will consider the decision in line with the Appeals and Complaints policy and may make a decision to either cancel or amend the recharge and advise the tenant in writing within 21 days or uphold the decision to re-charge the repair cost.

If a tenant is unhappy with the outcome of an appeal to HFHA, they can lodge a second level appeal with the Housing Appeals Committee. The Housing Appeals Committee is an independent agency that reviews certain decisions made by staff of Community Housing organisations and Housing NSW.

For information on the Housing Appeals Committee call 1800 629 794 or online www.hac.nsw.gov.au

If the repair cost is recharged and is not paid in full by the tenant within a specified timeframe, HFHA may take cost recovery action before the NSW Civil and Administrative Tribunal (NCAT) or the local court.

Related Documents

- Policy: Ending a Tenancy
- Policy: Arrears Management