



Community Housing Tenant Handbook



Community Housing Tenant Handbook

Welcome to your tenancy with Community Housing.

This tenant handbook has been prepared for you and contains information about what you need to know about Community Housing, in particular, your tenancy with us. We have also set out your rights and responsibilities along with some tips to maintain your tenancy.

During your tenancy we will:

- Seek your feedback or comments on the way we run our service by responding to our **Tenancy Survey**.
- Send you a copy of our **Community Housing newsletter** on a quarterly basis.

Anglicare North Coast locations

Maclean Office

5 Wharf Street

MACLEAN NSW 2463

P: (02) 6645 1244

F: (02) 6645 1255

adminmaclean@anglicarenc.org.au

Grafton Office

7 Wisemans Way

(PO Box 401)

GRAFTON NSW 2460

P: (02) 6643 4844

F: (02) 6642 5895

admingrafton@anglicarenc.org.au

Please contact the Grafton office if you wish to make the following appointments with Financial Counselling Problem Gambling, Emergency Relief for assistance with food, Telstra telephone or electricity accounts. Please contact the Maclean office for all Community Housing queries

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COMMITMENT TO A QUALITY SERVICE

Anglicare aims to provide you with a quality service that reflects our core values of:

Respect
Compassion
Integrity
Fairness
Inclusiveness

We are committed to meeting National Community Housing Standards set for all community housing organisations. If you think we are not meeting these standards, please let us know. We will respond to you quickly and honestly. If you are not satisfied with our response, please follow our complaints and appeal procedure.

BACKGROUND

Anglicare Community Housing is a not-for-profit program, which aims to provide safe, secure and affordable housing for disadvantaged groups on the Far North Coast of New South Wales. We use a points system to establish need and allocate vacancies on the basis of highest need.

Community Housing manages properties which are located in Grafton, Maclean, Yamba and Murwillumbah. Our properties in Grafton are reserved for clients of Caringa and are therefore not available for nomination or transfer through the Anglicare wait list.

Whilst the majority of our properties are for long term tenancies, we also manage several properties allocated as short term or 'transitional housing' for people in housing crisis. In order to be eligible for transitional housing, clients must receive support from Momentum Collective or Social Futures and be nominated by them for a vacancy. Tenants of these properties will work with their support agency to move on from transitional accommodation into appropriate longer term accommodation.

What Type of Property do you Live in?

All properties rented by Community Housing are called “**capital properties**”. These properties are owned by the NSW State Government but managed by Anglicare North Coast. They are used to provide long term community housing. Community Housing are responsible for all repairs and maintenance of these properties.

How We Assess Your Rent

Most community housing tenants will pay rent that is calculated as a percentage of their household income. This is called a ‘subsidised’ rent and we explain it in greater detail below.

Subsidised rent

This is the payment you must make each fortnight. Your subsidised rent is based on your household income and calculated according to the NSW Government’s Community Housing Rent Policy. For most of our properties, the amount of rent you pay is calculated at 25% of the gross income of your household plus 100% of Commonwealth Rent Assistance (CRA) to which you are entitled. Some other allowances and benefits, e.g. Family Tax Benefit, are assessed at a lower rate.

We assess income from most sources and this includes wages, pensions and benefits, rent assistance, interest on savings/investments and child maintenance. Some income sources are not assessed.

Please note your subsidised rent may change during your tenancy. We will inform you of any changes and give you adequate notice of any rent increases.

Market Rent

Your subsidised rent is different to ‘market’ rent which is a guideline to what your property would normally cost to rent. We provide you with information on market rent on signing your tenancy. It is the most you will be asked to pay. Most Community Housing tenants will be entitled to a subsidised rent. If the market rent changes, you will be advised in writing, usually when we complete our review of your household.

How We Assess Your Rent cont. over 

How We Assess Your Rent (cont.)

We will give you a copy of the Tenant Report when you sign your lease agreement. This shows how your rent is calculated .

If your income changes (or the income of any other persons residing in your property changes), please notify us immediately so we can make the necessary adjustments to your rent. It is your responsibility to give us this information.

Commonwealth Rent Assistance

If you receive a Centrelink benefit, you may be eligible for Commonwealth Rent Assistance (CRA).

After you have signed your Residential Tenancy Agreement, you will have to contact your local Centrelink office and fill out a form to claim the CRA. The rent assistance will be based on the subsidised rent you pay to us. Centrelink calculate your CRA and we will charge 100% of this entitlement.

Paying Rent

You are required to pay two (2) weeks rent in advance at the beginning of your tenancy. It is important that you keep your rent in advance at all times.

Your rent can be paid using the following methods:

- ***Centrelink Deduction***

Nearly all of our tenants arrange to have rent directly paid to us through Centrelink. You will need to sign a **Centrepay Deduction Form** which we can give you at the start of your tenancy and then lodge this form at your local Centrelink office or it can be done online with the Community Housing Officer. It is your responsibility to notify Centrelink of any changes to your rent.

- ***Direct Debit from your bank account***

You can also arrange for your bank to transfer funds directly from your account into our account on a regular basis. Please ensure the reference number and your surname are noted in each transaction.

- ***Bank deposit***

If you prefer to pay at the bank, check that you have the correct account details of our organisation. Please ensure your reference number is noted in each deposit.

Rent Receipts

Rent receipts can be provided for any rent payment, upon request. All rents are entered in our Tenancy Maintenance System.

Non Rent Account

As part of your tenancy, you are responsible for:

- Paying for water usage if your property is separately metered;
- Paying for lawn mowing fees
- Paying for grounds levy
- Any damage to the property;
- The cost of a locksmith to replace locks or provide new keys;
- Ensuring the property is clean and rubbish is removed after you have vacated or transferred.

These are all 'non-rent' debts.

You can also make an arrangement to pay an extra amount on to your rent which will be transferred across to pay your non-rent account. Your Community Housing Officer can give you more information if you are interested in this arrangement.

Rent arrears

Rent must be paid in advance. If you fall behind in your rent by more than 14 days you are in breach of your tenancy agreement. If you are behind in your rent payment for more than 14 days and fail to make a mutually agreeable agreement, we will start proceedings with the NSW Civil and Administrative Tribunal (NCAT) for either an order for you to pay the rent or an order for possession of the property

If you can't pay your rent on time, for whatever reason, please contact your Community Housing Officer immediately to discuss the situation and work out a solution.

Bond

We charge a rental bond on all of our premises. The bond **MUST** be paid in advance when you sign your Residential Tenancy Agreement. Once your bond is paid, we will lodge it with the Department of Fair Trading. The bond will be refunded to you along with any interest paid at the end of the tenancy as long as you do not owe any rent and leave the property in the same condition as when you began your tenancy, allowing for normal wear and tear.

Essential Services

It is your responsibility to have **Electricity and Telephone** connected in your name. You are responsible for all connection and usage charges. If you are on a pension, check with the service provider regarding eligibility for a rental subsidy.

If you have a separate water meter, you are responsible for paying for your **water usage**. There are a number of options available for you to pay for your water. The Community Housing Officer will discuss your water payment options with you when you sign your lease agreement.

Ensure all power and water accounts are finalised when you have vacated the premises.

Pets

If you have a pet it is best to discuss this with your Community Housing Officer prior to signing your lease agreement.

Companion pets are pets which provide assistance, service or support to a tenant with disabilities or health issues. Ensure you have a letter from your Doctor and the relevant registration from your local council.

Tenants are not allowed to keep animals that are prohibited under local Council or other legislation. You cannot keep a dog or cat in your property unless we have provided you with written permission.

Property Condition Report (PCR)

When you sign your tenancy agreement you will receive a **Property Condition Report**. This details the condition of your home before you move in.

Make sure you:

- *Carefully check through the PCR. It is important to write Y if you agree or N if you disagree under the column marked Tenant. If you feel you would like to add any additional comments to the PCR please do so.*
- *You must return your completed PCR to Community Housing within **7 days** from the start of the tenancy.*
- *We will give you one copy and keep the other copy in your file.*

Keep your copy in a safe place so that you can check if you leave the property. The PCR will be referred to at the end of the tenancy to assess whether or not your bond will be refunded.

Transitional Housing

Most new tenancies provided by Community Housing are long-term i.e. tenants are able to stay as long as they continue to meet the responsibilities of their tenancy agreement with us. However, some of our support housing partnerships are for “Transitional housing” only. Transitional housing means you will be given an agreement for a fixed period only and you will need to move out when the agreement expires.



It is your responsibility to work with _____
to discuss your tenancy or find more permanent accommodation

Your Responsibilities as a Tenant

Your responsibilities include:

- To pay your rent on time.
- To notify Community Housing of any damage to the property or any repairs.
- To maintain gardens and trim bushes within your yard; (special circumstances apply if tenant has difficulty due to age and health issues).
- To ask permission before making alterations or having any repairs done e.g. putting hooks on wall, painting, putting up shelves, installing air conditioners or pay-tv.
- To replace light globes as needed.
- To use your property for residential purposes only (unless you have our permission to operate a business from your home).
- To be a good neighbor and not to cause a nuisance to the people living by you (people visiting your home must also do the same).
- To keep the property in a similar condition to the way it was when you moved in, except for fair wear and tear. You are also required by law to leave it in the same condition if you end your tenancy with us.
- To notify us if you leave the property for more than 4 weeks (even if you are still paying your rent).

Our Responsibilities as a Landlord

Our responsibilities include:

- To keep your home in good repair;
- To speak to you if we have to change your agreement of any of our policies that may affect you;
- To do reported repairs within a reasonable time.

PLEASE NOTE

You are responsible for any damages caused by yourself, your family or anyone you let come on to the premises. We will not pay for any damages caused by our tenants. We will not pay for any repairs, or painting or pest fumigation you do to the property without our permission.

Centrelink Income Confirmation

Centrelink has an internet based scheme that allows Community Housing to access tenants' income details via the internet. **We can only do this with your authorisation.**

This is easier for you and your family members to obtain your most current Centrelink income statement from us, when we conduct regular rent reviews of your household income.

You will be given an Income Confirmation form to sign at the start of your tenancy.

Changes to your Household Income

If there are any significant income changes for any household members, you will need to notify us within two (2) weeks of the change and provide confirmation from employers or Centrelink.

Income Reviews

We will conduct income reviews every twelve (12) months. This is in accordance with NSW Community Housing Rent Policy.

You will be sent a written, 60 day notice of a rent increase to market rent for your property along with a request to provide proof of your household's gross wages, pension or benefit .

Once we receive this information, your rent will be reassessed and you will be advised in writing of your new rent and commencement date.

If we do not receive this information by the due date, this means you no longer require a subsidised rent and your rent will be increased to market rent.

PLEASE NOTE

If you have signed a Centrelink Income Confirmation, you do not usually have to provide any documentation during each income review. The assessment of your rent will be completed automatically for you.

Changes to your Household

When you signed your tenancy agreement, we agreed on how many people could live in your home and who these people are. However, we recognize that circumstances change, relationships start or break up; children are born and family members leave home.

Please keep us informed of any changes in your household as approval is needed for any additional household members and changes usually affect your rent. If you wish your partner to move in to your property, please contact your Community Housing Officer. You will need to supply us with their income details and pay rent based on your changed household income.

You will continue to be the legal tenant. This means that you are responsible for the total rent payments and you will keep your housing if you and your partner no longer want to live together.

Visitors

You can of course, have visitors. If they stay for longer than four (4) weeks, they are no longer classified as guests and you must let your Community Housing Officer know.

You cannot sublet, take in boarders or set up a share house in a Community Housing property. If you want to have another family member move in, please talk to your Community Housing Officer.

If you allow people other than short-term visitors to live at your home without paying rent, or notifying Community Housing of the change in your household numbers, you are in breach of your residential tenancy agreement.

Transfers

Tenants can apply for an internal transfer to another Community Housing property. An application form is available on request.

When a suitable property has become available, your application will be assessed, and if successful, you will be offered the property.

You must meet your own removal expenses.

You and Your Neighbours

Having a good relationship with your neighbours is important. Everyone has the right to a quiet and peaceful enjoyment of their home and getting along with your neighbours makes your home a safer and more pleasant place to live. If neighbours disagree or cause a nuisance, it can lead to problems for all concerned. Please always consider your neighbours especially if you are:

- Having a party or a get-together that may cause more noise than usual, let your neighbours know in advance;
- Listening to music or TV. Try and keep your TV, radio or stereo or other sources of noise away from shared walls. This is especially important for those living in units, flats or duplexes.
- Try not to use noisy machinery or appliances when your neighbours are likely to be sleeping.

We expect you to show consideration for your neighbours and not cause nuisance or disturbance for them or their visitors. If you have problems with a neighbour, it is always best to try and sort it out with them first. If this doesn't work, please contact your Community Housing Officer.

Depending on the problem we may be able to:

- Contact the neighbour to discuss the matter;
- Call a meeting;
- Advise you to contact a mediator.

Confidentiality and Access to Information

We accept that you have a right to privacy, so we guarantee to keep your information confidential.

All information about your tenancy is kept in our office in your tenant file . This file contains your tenancy agreement, copy of your property condition report, Centrelink Income Consent form, Centrepay forms that have been faxed to Centrelink, rent reviews, copies of all correspondence sent and received as well as file notes.

You can ask to view your tenant file and we will organise a time for you to do so.

Keys and Locks

Your Community Housing Officer will give you a set of keys for your new home. If you are locked out and do not have a spare key, please contact our office and we will arrange someone to go to your property to open the premises for you. If you lose them, you will have to pay for the cost to have the keys from our master set cut.

All keys are to be returned to us when you vacate the premises. If keys have been lost, a **\$50.00 key replacement fee applies**. This amount will be deducted from costs to be reimbursed back to you.

Property Inspections

Inspections of your property are carried out under our residential tenancy laws in NSW.

We will give you at least 7 days notice in writing and at a time that is convenient for you.

It is good to make note of any repairs and maintenance for you discuss when your Community Housing Officer is scheduled to inspect the property.



Property inspections are to make sure that everything is working and in good order and that the property is in a similar state to its condition at the start of your tenancy.

Repairs and Maintenance

If your home needs repairs, contact the office. The more information you can give us regarding the repair, the quicker it can be rectified.

Your request will be entered onto our Tenancy Maintenance System (TMS) and will be allocated to either our maintenance officer or a contractor (depending of the job required).

A work order is sent to our preferred contractor with the job description, address and tenant contact details. The contractor will then contact you to arrange a suitable time & date for the repair to be done.

What about Emergency Repairs?

If you have an urgent repair (as noted below) which occurs after office work hours or during school holiday periods., please contact the after hours mobile phone number where you will need to leave a message. Once we have answered your call, you may then be authorized to contact the nominated tradespeople.

(Ensure costs DO NOT exceed \$1,000)

The following list of repairs are defined as URGENT in the Residential Tenancies Act 2010:

- a burst water service
- an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- a failure or breakdown of the gas, electricity or water supply to the premises
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering
- any fault or damage that causes the premises to be unsafe or insecure.

The contact information for emergencies change over time, but Community Housing will always provide you with updated information about who to contact. Our regular newsletters will contain this type of information for you.

If the repairs have not been completed within a reasonable amount of time, please contact our office and let us know. Repair contractors should keep to the access arrangement made between you and Community Housing e.g. contacting you before they come to your property.

Smoke Alarms

Smoke alarms saves lives and are there to protect you and your household members. Different types of properties have different smoke alarm systems in place, and required by law to have smoke alarms fitted.

All of our capital properties have hardwired alarms and we are responsible for maintaining these alarms. Smoke alarms will be checked at scheduled property inspections, to make sure that it is working properly.

If you have a smoke alarm that has a replaceable battery, we will put a new battery in when your tenancy starts; after that, you are responsible for replacing the battery if required.

If you are physically unable to replace the battery, you must notify your Community Housing Officer who will arrange for our maintenance officer to do it for you.

Common Areas

If you share a common area such as parking, washing lines or garbage storage area, please be sensitive to the following issues as they can become a source of conflict:

- Parking** Please make sure that cars are parked only in the designated parking area and not on common property such as grass strips or lawn areas. Do not block other people's spots or garages.
- Garbage** Rubbish must be placed in the proper bins and there are separate bins for items which can be recycled. Contact the office or your local council on information regarding recycling and which bins to use. If your bin goes missing, please contact our office so we can contact the Council to arrange to have it replaced.
- Washing** If you share a common clothesline, please remember to remove your clothes once they have dried to allow other tenants to access the line.
- Smoking** Community Housing discourages all tenants, including their visitors, from smoking in any common areas.

Lawns and Gardens

Tenants who have yard areas with gardens, are responsible in keeping gardens free of weeds and trees/shrubs trimmed back.

Most of our tenants contribute towards lawn mowing and have their lawns mowed professionally by a contractor. The contractor is only responsible in mowing the lawn, trimming edges and remove grass clippings from the premises.

The contractor is required to cut the lawns a certain amount of time during the colder and warmer seasons in the year, which has been agreed with the office.

Our maintenance officer is responsible for trimming back any bushes/shrubs within common areas.

Making Alterations to the Property

Your property must be kept in much the same condition as when you moved in, unless Community Housing makes changes or you have written permission to do so.

It is very important that you don't make any changes to the property or garden without consent, even if you pay for it. This includes taking up or changing floor coverings, painting inside or out, changing fittings, improving security with doors, grills or locks, removing plants or lawns and creating gardens.

Most people like to have a garden, but trees planted in the wrong place can be very expensive to remove. Also damage to the property can be caused by large trees. If there is an improvement that you would like to make, please contact your Community Housing Officer and we will reply in writing to you.

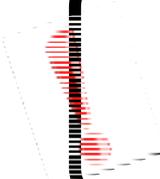
Making changes without our permission is not recommended. It can also be expensive to restore the property to its original condition.

Being Absent from your Property

If you are leaving your property for more than 4 weeks, then you must notify the office and give us your contact details of where you will be staying in case we have to contact you in an emergency.

Please ensure you have arrangements in place with a friend or relative, to have your property checked on a regular basis and mail collected while you are away.

Please inform our office if you need to enter hospital , rehabilitation service or need to travel for personal/work purposes for an extended period of time.



Unless there are exceptional circumstances, if you leave your property for more than 3 months, you will be in serious breach of your tenancy agreement, which may lead to termination.

Ending Your Tenancy

When you leave a Community Housing property, we would like to reimburse your full bond and offer the property to someone else from our waiting list. You can help by:

- Giving us as much notice as possible of your moving date. It is a condition of your tenancy that you give at least 14 days notice in writing;
- Leaving the property in a clean and tidy condition. If you do not, we may have to charge you for the cost of cleaning your property;
- Repair or replace anything that you have damaged. If you do not, we will have to charge you for the repairs;
- Arranging carpets to be professionally cleaned;
- Remove all rubbish, both inside and outside.
- Remove all personal goods, including disused furniture and electrical equipment.
- Ensure your rent is paid up to the end of your tenancy and that any other non-rent accounts have been paid.

You should also:

- Arrange for a final water meter reading;
- Tell your telephone provider;
- Tell your electricity provider;
- Give us your new address so that we can forward any correspondence and in some cases, your bond (we usually ask for your bank account details);

Your Community Housing Officer will contact you and arrange an end of tenancy property inspection on the day you vacate the premises.

Any items left on the premises will be packed up, labeled and stored in our storage shed. Once the tenant has made contact, we will arrange a date and time for the items to be picked up. Items can be stored for a period up to 3 months.

Complaints and Appeals

If you would like to tell us how we are doing, you should use our Complaints and Appeals (C & A) process. We will give you a copy of the C & A brochure when you sign your tenancy. It is also available as a fact sheet on our website:
www.anglicarenorthcoast.org.au

Compliments will be passed on to the relevant worker (s). Comments will be passed on to the relevant worker (s) and action taken, where appropriate to improve our service

Sometimes we might make a mistake or make a decision that is actually contrary to our own policy. If this happens, it is important that you let us know so that we can address the problem and improve our service. You may choose any way you like to make your complaint—in person, over the phone or in writing (post, SMS or email). Please refer to our C & A brochure and call our team on 6643 4844 to get information on how to proceed with your preferred method or to directly lodge your complaint.

You can have an advocate or support person help you at any point. You may also seek independent advice at any point. The agencies on page 22 of this handbook may be able to help you

If you are in our transitional properties, you may also want to contact your support worker from Connecting Home, Social Futures.

If you are unhappy with how we resolve your complaint and wish to appeal any decision, you may contact the agencies listed on page 22 for support as well as the

NSW Civil and Administrative Tribunal (NCAT)

www.ncat.nsw.org.au

1800 006 228

NCAT is a specialist service which has the authority to deal with disputes between community housing tenants and the community housing provider. You can lodge your appeal online, download forms or call them.

Tenants will not be “victimised” for appealing a decision or raising a complaint about our services.

Relevant Contacts

If you require any more information about Community Housing or your tenancy with us, please contact any of our local offices which can be found at the front of this booklet. We are only too happy to assist you.

Please find below relevant contact numbers, that may assist you in other areas

Food Assistance

St Vincent's De Paul	6645 2752
Salvation Army	1300 371 288
Anglicare North Coast	6643 4844

Services Australia

Job Seeker Payment	132 850
Family Assistance	136 150
DSP	132 717

Electricity/Gas/Telephone

Origin Energy	13 24 61
Telstra	13 22 00

External Support and Appeals

- Northern Rivers Aboriginal Tenants Advocacy and Advice Service
www.tenants.org.au/aboriginal-tenants
1800 248 913 or 6643 4426
- Northern Rivers Tenants Advocacy and Advice Service
www.tenants.org.au/taas/nortaas
1800 649 135 or 6621 1022
- NSW Fair Trading
www.fairtrading.nsw.gov.au/housing-and-property or
www.fairtrading.nsw.gov.au/contact-us
13 32 20 (8.30am – 5m, Mon – Fri)
- Australian Charities and Not-for-Profits Commission
www.acnc.gov.au
13 22 62 (9 am—5pm, Mon—Fri)
- Service NSW
Call 13 77 88

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01/05/2020	1.1	Update to Notifiable Incidents and Complaints Sections. TA