

OFFICE HOURS

**Monday – Friday
9.00 AM – 5.00 PM**

HOMES OUT WEST

**Maintenance
1300 038 233**

**Deniliquin Office
03 5881 4182**

**Albury Office
02 6021 8844**

2011 Edition

**HOMES
OUT
WEST**

TENANT HANDBOOK



APPEALS PROCEDURE

The grounds for making an appeal is that we have not followed our policies and procedures; that our policies and procedures are not fair or that we made the decision without the right information.

1. Talk to the person who made the decision and ask him/her to reconsider and give your reasons for that request.
2. If you are not satisfied with the outcome, complete the HOW Appeal Form (in your Tenant Kit) for the Internal Review Committee to assess the decision and advise you of the outcomes.
3. If you remain unsatisfied with the internal review, you can access the independent appeals process through the **NSW Housing Appeals Committee**.



What are our values?

- Maintain the highest standards of **integrity** in conducting HOW business.
- Ensure **transparency** in dealing with tenant issues.
- **Respect** the rights, privacy and diversity of our tenants.
- Remain **accountable** to clients, funding bodies and the community.
- Maintain **professionalism** in executing our duties.

Your rights as a tenant

At Homes Out West we acknowledge that tenants have a right:

- To be treated with respect, in a fair and non-discriminatory manner at all times.
- To a safe and secure housing at all times.
- To be informed of (and have the opportunity to be involved in), decisions concerning the management of the organisation.
- To form an independent representative body.
- To have access to your individual records at all times during normal office hours.
- To complain about services provided by the organisation.
- To appeal against any decision taken by the organisation regarding their housing.
- To be fully informed of your rights and responsibilities as community housing tenants.
- To use advocates

Your Responsibilities

- To take appropriate care of the premises
- To pay rent on time
- To report the need for any repairs or maintenance
- To not alter or make additions without the knowledge of HOW
- To not cause a nuisance
- To not interfere with the peace, comfort or privacy of neighbours
- To not use premises for illegal purposes
- To give correct notice when you leave
- To leave premises in the same condition as when you first started your lease, except for normal wear and tear.

How can I be involved?

- The organisation will provide resources and support for tenants wishing to become involved in the activities and decision making of the organisation.
- Tenants may attend all open meetings of the Board of Management to raise issues as required, however, in accordance with the Constitution, the Chairperson has the right to close the meeting for confidential discussion.
- All tenants shall be invited to attend the Annual General Meeting of the organisation.
- Tenants shall be regularly invited to stakeholder and community consultations held by the organisation and seek your feedback or comments on the way we provide our services.
- Tenants will be encouraged to help us put together tenant newsletters, respond to surveys, attend tenant groups or even volunteer.



COMPLAINTS AND APPEALS

A complaint is when a user of our service tells us they are dissatisfied with our service, standards, practices or policies

An appeal is when a user of our service asks for a decision we made to be reviewed

COMPLAINTS PROCEDURE

Information that fully explains the procedures of making a complaint is provided in your Tenant Kit.

1. Talk directly to the person in the organisation you think is responsible for sorting out the problem.
2. If not convinced, talk with someone not directly involved in the problem.
3. Put your complaint in writing using a form provided in your Tenant Kit.
4. You can seek independent resolution of your problem by taking your complaint to a higher authority e.g. Consumer, Trader & Tenancy Tribunal (CTTT), Community Services Commission or the Anti-Discrimination Commission.

Generally, complaints will be resolved once the policy relating to the issue has been explained in full.

Moving Out

- If you decide to move out of the property you are leasing you must notify the office, giving the appropriate notice, as per your lease agreement (in most cases it will be 21 days).
- The Housing Worker will discuss with you the rent you are liable for and will arrange for an outgoing inspection to take place, preferably with you present.
- The Housing Worker will also request a forwarding address and contact number so your Housing Worker can finalise your tenancy.
- It is your responsibility to ensure that the house is properly cleaned, all items and rubbish **from inside and outside are removed and the lawns and gardens are left neat and tidy.**
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- Apart from normal wear and tear, the property must be left in the same condition as when you moved in.
- Please ensure the floors, walls, carpets, windows, tiles, shower screens, baths, basins, toilet/s, kitchen and laundry are all thoroughly cleaned. In the kitchen please give special attention to the kitchen cupboards and stove.
- If the property is not clean or if the yard neat is not neat and tidy, we will undertake to get these jobs done and you will be liable to pay for them.
- The keys to the property should then be returned to the office, this includes any sets given to your family members and friends. **Remember, you will be liable for rent on the property until the keys are returned to the office.**
- We expect you to attend the outgoing inspection with us. This will ensure that you are not charged for items for which you are not responsible.
- If you leave without telling us, legal action will be taken against you.

How much rent do I pay?

Your rent is calculated according to formulas set by Housing NSW (Community Housing Rent Policy).

- Homes Out West is obliged to follow the Community Housing Rent Policy prescribed by Housing NSW in the determination of tenants rents.
- All tenants can apply for a rental subsidy by providing a statement of income from all household members.
- If you do not supply a statement of income then the Market Rent shown on page 1 of the lease agreement will be charged as the rent.
- To ensure you are paying the appropriate amount of rent and receiving the maximum subsidy a review of the rent you pay will be undertaken every 6 months by Homes Out West.
- If your circumstances change between rent reviews in regards to the household members and their income or your income changes, you need to notify the office immediately so that a review of the rent you pay can be undertaken.
- An income statement will be required from all members of the household over 18 years of age and currently live in the property.



Below is the formula.

Assessment Rate	Tenant/Other household member
25%	The tenant, their spouse or live-in partner, irrespective of their age.
25%	All other persons living in the household who are aged 21 years or over.
15%	People living in the household aged 18 to 20 years inclusive who are not the tenant, their spouse or live-in partner.
15%	Family Tax Benefit Part A & B
Nil	Persons living in the household aged under 18 years who are not the tenant, their spouse or live in partner are not assessed.
Assessment Rate	Rental Supplement
100%	Commonwealth Rent Assistance.

Paying the rent

- You will need to keep your rent a fortnight in advance at all times. Statements showing your last payment and where your rent is paid up to will be issued each 6 weeks.
- We encourage tenants, where possible, to use the Centrepay Deduction system for rent payments. This is where deductions are taken directly from your Centrelink payments and deposited into our account. You therefore do not have to worry about making payments while you are away or unwell and unable to get to the Bendigo Bank to make a deposit.
- If you cannot utilise the Centrepay system, we encourage tenants to establish a direct debit where the rent is regularly paid directly to the Homes Out West bank account.
- If neither of the above can be established, we can provide you with a deposit book for you to deposit your payments at the Bendigo Bank. No cash will be handled by our offices.

- Applicants requesting a succession of tenancy must complete a Succession of Tenancy Application Form. This form is available in your Tenant Kit or from a HOW office.
- To be eligible, the applicant for the succession must meet the eligibility criteria for housing with HOW, and must also complete a HOW Application Form.
- No overcrowding or under occupancy of the property is to occur as a result of a succession of tenancy.
- If the applicant for succession of tenancy has any outstanding debts with the organisation, they must undertake to repay the debt before succession will be granted.
- The applicant for succession of tenancy will be notified in writing of the outcome of their application.
- If the application for succession of tenancy is approved, you will be notified in writing and the procedure for signing up a new tenant will be followed by the Housing Worker.
- If the succession of tenancy is approved, then it will be treated as a new tenancy and you will need to attend HOW offices to undertake a new lease sign up. The Housing Worker will inform you of all your rights and responsibilities under the Residential Tenancy Agreement and present you with a Tenant Information Kit.



Mutual Exchange

You may request to mutually exchange your property with another tenant of the organisation if it does not mean that the properties will be over or under occupied. That is, the right number of bedrooms for people in each new household.

Both tenants requesting a transfer must complete a Housing Transfer Application Form included in your Tenant Kit.

The same guideline and process as stated above in **tenant transfers** applies.

Succession Of Tenancy

- A Succession of Tenancy, which is taking over the lease at the property, may occur in certain circumstances.

Common reasons for requesting a succession of tenancy include:

- death of the current tenant;
- current tenant moving/moved into nursing home;
- current tenant moving/moved to institutionalised care;
- current tenant sentenced or imprisoned for more than 3 months.

Two types of Successions of Tenancy can occur;

- Household member application - A household member is an applicant who has been a member of the household for the preceding 12 months.
- Non household member application - a non household member is an applicant who is a recent or new member of the household or has returned after a lengthy absence. An application by a non household member will only be considered where there is no suitable adult member of the household.

What if I don't pay rent on time?

Paying rent in advance is your responsibility as part of the lease agreement you sign at the beginning of your tenancy.

If at any stage you are having problems paying your rent, please contact the office as soon as possible to discuss the problem. Arrangements can be made to assist you to maintain your tenancy.

If you do not contact us or do **not respond** to telephone calls and letters from HOW and your rent falls into arrears, we will be forced to instigate rent arrears recovery procedures which may result in the termination of your lease. An application to the CTTT will be made with CTTT orders being legal and binding.

Rental Bonds

A rental bond is charged to all new tenants who lease Homes Out West properties at set rates. Prospective tenants must pay at least 50% of the bond prior to taking occupancy of the property and the remaining can be paid in instalments.

If you are unable to meet this requirement, you will need to discuss this with your Housing Worker. Your rental bond will be lodged with the Department of Fair Trading (Renting Services). Once it is fully paid you will receive a receipt in the mail from them stating your name, amount lodged and address of your property.

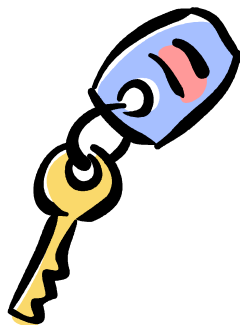
At the end of your tenancy, if your property is returned in the same condition as it was when you started your tenancy (apart from normal wear and tear), your bond will be returned to you by Renting Services. Where there is any damage to the property not recorded on your property condition report or there is outstanding rent, HOW will make a claim on your rental bond. You will be provided with copies of all invoices for any work done and a copy of your rent statement prior to us making a claim.

Moving In

- Once you have been allocated a property you will attend the office to sign a lease agreement. At this time the lease will be fully explained to you.
- As this is a binding legal document please ensure you fully understand what you are signing. You will be given a copy of the Lease and a Tenant Information Kit.
- Please ensure you keep this in a safe place as this contains what our obligations are to you and what your responsibilities are to Homes Out West.

Keys

- Once all the paper work has been finalised in the office you will be given a set of keys for the property.
- HOW does not keep spare copies of any keys
- It is your responsibility to ensure the safety of these keys. If you have any problems with the locks please call the office and we will call a locksmith.
- Do not change the locks at any time without the written permission of the organisation.
- If you lose your keys, HOW will help you get a new set and you will be charged for the replacement.



Tenant Transfers

Tenants have a right to request a transfer to another property if their requirement for housing changes through the course of their tenancy.

Tenants requesting a transfer must complete a Housing Transfer Application form that is included in your Tenant Kit

To be considered, you must be able to demonstrate that you are still eligible for social housing and have no current outstanding debts or rental arrears with the organisation.

Homes Out West will only approve transfer applications where the tenant is able to demonstrate the need for rehousing due to:

- (a) health or medical problems which can be alleviated by the provision of alternative housing;
- (b) access to required services, including employment, which can only be resolved by a relocation to a more convenient location;
- (c) a change in the number of permanent household members which has resulted in the tenant's current accommodation being unsuitable;
- (d) issues of harassment, vilification or violence which can be alleviated by the provision of alternative housing;
- (e) for cultural reasons, where tenants are isolated and there is a lack of local provision of support.

If your application for a transfer is approved you will be notified in writing and placed on a waiting list. HOW current policy in the allocation process is to allocate to approve transfer requests first.

If you are allocated a new property it will be treated as a new tenancy and you will be required to sign a new lease etc. You will also be responsible for all cleaning and repairs required at the property which you are vacating.

Your previously paid rental bond may be transferred to the new property, but may need to be adjusted to reflect the property size of the new property. If you are eligible for a rent subsidy, the subsidy will reviewed and a new rental amount calculated.

After hours & Weekends Repairs

If the problem is an **emergency/urgent repair** (a list of items that are regarded as urgent repairs is contained on page 3 of your Residential Tenancy Agreement), please contact the tradesperson listed at the bottom of page 1 of your lease agreement. If unsuccessful, dial **1300 038 233**, leave a message and we will contact the tradesperson on your behalf.

If you contact a tradesperson out of hours, notify the office by ringing in office hours or leaving a message on the answering machine. State the problem and the tradesperson you have contacted for the urgent repair so we can issue a work order.

Satisfaction

The tradesperson will have a work order for the job, which you will need to sign to verify that the job has been completed.

If the tradesperson does not turn up to do the work required (within the specified period of time), please contact the office so that we can follow up with the tradesperson.

You can keep a record of the any maintenance or out of hours call outs etc in the back pages of this booklet. This can be very helpful if disputes arise or when we are checking on the performance of our tradespeople.

Please Note

Remember you will be liable for any damage to the property or repairs required beyond those of normal wear and tear.

MAINTENANCE NUMBER
1300 038 233

Property condition report

- You will also receive a property condition report for your new home. You will need to look at each item on the report and mark the report as to whether you agree or disagree. You then keep a copy and return one to the office to be maintained in your file.
- It is important that you go through this process as this protects you from incurring costs for damages at the end of your tenancy, for which you may not be responsible.
- The Condition Report is a legally binding document that will be utilised by the Consumer Traders & Tenancy Tribunal should an unresolved dispute arise. So it is best to ensure that your opinion is recorded at the beginning of the tenancy.
- Before moving in you will need to ring an electricity company to get the electricity connected in your name.

Staying There

Property Inspections

We will carry out property inspections at least **twice a year** to ensure you are treating the property correctly and assess any long term maintenance requirements and issues. You will be given a minimum of seven days notice, in writing, about an inspection. Please try and be at home to assist us in undertaking this procedure which only takes about 15 minutes and gives you the chance to show us any long term problems or defects with the property.

An outgoing inspection will also be undertaken when you vacate a property, preferably with you present.

Pets

Under our policy of Responsible Pet Ownership, we can allow tenants to keep pets in all our capital properties and, where agreed to by the agents or landlords, in leasehold or managed properties (if the pet is considered appropriate for that property).

If we do agree to you keeping a pet at the beginning of your lease you will sign an agreement that notifies us of the pets you will be keeping. If there are changes through your tenancy please notify the office so we can complete a new agreement.

This document is then your written agreement to keep a pet as required under the Residential Tenancy Agreement. If you then breach any of the clauses in this agreement, we will have grounds to contact the Consumer Traders & Tenancy Tribunal to have you evicted from the property.



Visitors and relatives

Tenants will generally and normally have visitors, friends and relatives staying with them from time to time.

The tenancy agreement you signed with us states the number of people entitled to live in your house. If this changes during your tenancy, you need to let us know. Having extra people living in your home needs to be approved by us first as it will mean a change in your rent and may cause overcrowding.

Under the Residential Tenancy Agreement you are also responsible for the actions of any person you allow on your property who breaks the terms of your tenancy agreement.

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Repairs and Maintenance

The organisation is responsible for all repairs and maintenance on the properties we own (capital properties). For other properties, we will notify and negotiate with the landlords for the properties we lease (leasehold properties) or manage for other organisations.

How do I get repairs carried out?

For repair or maintenance problems you discover, ring the HOW office on **1300 038 233 as soon as possible.**

We will arrange for the repairs to be carried out and ask for **your permission** to give the tradesperson your contact details so they can make an appointment with you to come and do the work.

If the office is unattended, please leave a message on the answering machine describing the problem, the time and date, a contact phone number and your problem will be attended to once the message is received. The answering machine is monitored 24 hours per day, 7 days per week.

Time Frames

Emergency repairs will be attended to within 24 hours, urgent repairs within 5 working days and routine repairs within 28 days. Our response time is usually less than this time.

In a leasehold property, some agents and landlords may take longer and it is your responsibility to notify us of the delay.

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