



**CatholicCare**  
CANBERRA & GOULBURN

There for any human

**Our Vision is for an equitable society where the rights, dignity and worth of all individuals is recognised and promoted**

# Tenant Handbook



## **Welcome to your new home**

**CatholicCare Housing is committed to providing quality community housing to our tenants. We have over 25 years' experience delivering a broad range of accommodation services to people in the Canberra Community.**

**We work closely with relevant Program Managers and Case Managers to ensure the delivery of appropriate property management coupled with tenancy support, while upholding tenancy principles, tenant rights and participation.**

**This handbook provides you with important and practical information about your new tenancy.**

**It explains the role of our Community Housing Team and how we can assist you, as well as other information regarding your role and responsibilities before during and after you move into your property.**

**Our website [www.catholiccare.cg.org.au](http://www.catholiccare.cg.org.au) is another important resource for information, contact details, feedback and essential forms.**

**Please take the time to read through this handbook which will help ensure you enjoy your new home.**

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# 1. Important Contacts

## How to Contact Us

### CatholicCare Housing Management Team:

Deputy CEO: Lisa Higginson  
Housing Director: Juleen Schiefelbein  
Housing Manager: Din Pla Hongsa  
Maintenance Officer: John Walters  
Administrative Assistant: Judy Beacroft

### Contact Details:

Telephone: 02 6162 6100  
After Hours: On-call numbers  
General Inquiry: [propertymanagement@catholiccare.cg.org.au](mailto:propertymanagement@catholiccare.cg.org.au)  
Website: [www.catholiccare.cg.org.au](http://www.catholiccare.cg.org.au)

### Address:

**Head Office**  
Favier House  
51 Cooyong Street  
Braddon ACT 2612  
CatholicCare Housing, PO Box 3167, MANUKA ACT 2603

### Opening Hours:

Monday to Friday: 9:00am—5:00pm  
Saturday and Sunday: Closed  
Public Holidays: Closed

## Emergency Services

Police, Fire Brigade or Ambulance: 000

Police Assistance: 131 444

SES (for assistance in storms or floods): 132 500

Canberra Connect: 131 281

## Utility Providers

ActewAGL: 13 14 93 (between 8.00 am and 6.00 pm Monday to Friday)

Energy Australia: 133 466 (8:00am to 8:00pm AEDT)

Origin Energy: 1300 139 088 (7 am - 9 pm, Monday to Friday AEDT)  
(9 am - 5 pm, Saturday and Sunday AEDT)

## Advocacy, Advice and Referral Services

<p><b>ACT Civil and Administrative Tribunal (ACAT)</b></p> <p>ACAT is an independent body that hears and determines a range of cases in the ACT. Including disputes between a lessor and tenant (<u><a href="#">rental property disputes</a></u>)</p>	<p>ACT Health Building Level 4, 1 Moore Street Canberra City ACT <b>(02) 6207 1740</b> <a href="mailto:tribunal@act.gov.au">tribunal@act.gov.au</a></p>
<p><b>ACT Official Visitor Scheme</b></p> <p>Official Visitors are appointed by the Minister responsible for the Official Visitor Act 2012. The scheme provides a monitoring and complaints system for entitled person in a visitable place, who are dependent on the service provider or accommodation manager supporting them.</p>	<p>An official visitor may be contacted by calling <b>1800 150 036</b> and following the prompts. A recorded message will direct the caller to the appropriate Official Visitor. Persons calling this number may be asked to provide their name, phone number and the place they would like the Official Visitor to visit.</p>
<p><b>National Regulatory System for Community Housing</b></p> <p>Aims to ensure a well governed, well managed and viable community housing sector that meets the housing needs of tenants and provides assurance for government and investors.</p>	
<p><b>Tenants Union ACT</b></p> <p>Is a not for profit community legal centre offering free services for people renting their homes in the ACT.</p>	<p>21 Barry Drive Turner ACT 2612 Ph: (02) 6247 1026</p>
<p><b>ADACAS</b></p> <p>Individual advocacy for people with disabilities, people who are ageing and their carers.</p>	<p>Suite 207 Block C, Canberra Technology Park Phillip Ave, Watson ACT 2602 Ph: (02) 6242 5060</p>
<p><b>Public Advocate</b></p> <p>Represents the interests and protects the rights of adults with a disability and children before courts, tribunals and with service providers and facilitates service co-ordination where complex service needs exist.</p>	<p>Level 3, Moore St Canberra City Canberra ACT 2601 Ph: (02) 6207 0707</p>
<p><b>Advocacy for Inclusion</b></p> <p>Providing individual and systemic advocacy to improve life for people who have a disability. ACT member agency of the National Council on Intellectual Disability.</p>	<p>Pearce Community Centre Building 3 Collett Pl Pearce ACT 2607 Phone: 6286 9422</p>

<p><b>Welfare Rights and Legal Service</b></p> <p>Provides free legal advice, information and advocacy in private and public tenancy, Centrelink benefits and legal aid appeals for people on low incomes. Night Time Legal Advice Service - one off advice and referral on all areas of the law.</p>	<p>Havelock House Gould St Turner Canberra ACT 2612 Phone: 6247 2177</p>
<p><b>ACT Ombudsman</b></p> <p>The ACT Ombudsman can consider and investigate complaints from people who believe they have been treated unfairly or unreasonably by an ACT Government Directorate or agency</p>	<p>Level 5, Childers Square, 14 Childers Street Canberra City ACT 2601 Phone: 02 6276 3773 Dedicated <u>Indigenous</u> number <b>1800 060 789</b> or use our Indigenous language interpreter service</p>
<p><b>NSW Ombudsman</b></p> <p>The ACT Ombudsman can consider and investigate complaints from people who believe they have been treated unfairly or unreasonably by a NSW Government Directorate or agency</p>	<p>Level 24, 580 George Street, Sydney NSW 2000 Phone: 02 9286 1000 Toll free (outside Sydney metro): 1800 451 524</p>
<p><b>ACT Human Rights Commission</b></p> <p>Investigate and conciliate complaints about discrimination and complaints about services in the ACT including health, disability, older people and services for children and young people.</p>	<p>Level 2, 11 Moore Street Canberra City 6205 2222 TTY 6205 1666 Email: <a href="mailto:Human.rights@act.gov.au">Human.rights@act.gov.au</a></p>
<p><b>NDIS Quality &amp; Safeguard Standards Commission</b></p> <p>The NDIS Quality and Safeguards Commission (NDIS Commission) is an independent agency established to improve the quality and safety of NDIS supports and services.</p>	<p>Phone: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged.</p>

## Other Helpful Services

<p><b>Translating and Interpreting Service (TIS National)</b></p> <p>Provides access to phone and on-site interpreting services in over 150 languages.</p>	<p>Immediate phone interpreting (24 hours, every day of the year) Phone: <u>131 450</u> (within Australia)</p> <p>ATIS phone interpreting (24 hours, every day of the year) Phone: <u>1800 131 450</u></p>
<p><b>National Relay Service (NRS)</b></p> <p>Is a government initiative that allows people who are deaf, hard of hearing and/or have a speech impairment to make and receive phone calls. For persons with a hearing disability, who have a TTY phone, we have installed a TTY phone to receive your request and arrange a visit by the official visitor for the purposes of the <i>Disability Services Act 1991</i>.</p>	<p>Phone: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged. <u>National Relay Service</u> and ask for 1800 035 544.</p> <p>The TTY phone number is <b>1800 424 183</b>. This phone is however only attended to during business hours on week days.</p>

# 2.

## Before You Move In

### Privacy and Confidentiality

CatholicCare Housing is subject to the Privacy and Personal Information Protection Act 1998 (PPIP Act) and the Australian Privacy Principles (APPs) in relation to collecting, storing, disclosing and protecting personal information.

We may:

- ❖ Confirm your name, address and lease start date with essential services (electricity, gas and telephone)
- ❖ Give your phone number to contractors to arrange repairs with your consent
- ❖ Discuss tenancy issues with your tenancy support worker
- ❖ Share relevant information with other organisations who may have an interest in considering your application or tenancy, including where relevant; Housing ACT or another community housing organisation, or the ACAT,
- ❖ Provide information to third parties for the purposes of debt recovery
- ❖ Release information where this is required by law, for example, on written request from authorities such as Centrelink, Australian Taxation Office
- ❖ Disclose information to other government agencies or statutory bodies for purposes including child protection, health reasons, law enforcement and investigation, where authorised to do so under the PPIP Act, APP, or by another Act or Law.

All information about your tenancy is kept in our office either in your tenant file and/or in our electronic Tenant Management System. This includes items such as your original application, tenancy agreement, rent reviews and copies of all letters sent and received.

You have a right of access to, and correction of, your personal information held by CatholicCare to ensure it is accurate.



If you have any questions about privacy and your personal information, please contact our Head Office. You can also view our Privacy Policy on our website here:

<https://catholiccare.cg.org.au/privacy-policy/>

## Your Residential Tenancy Agreement

Your Residential Tenancy Agreement or “Lease Agreement” consists of 2 parts;

### Part 1 – Agreement Particulars & Schedule 1 – Standard Residential Tenancy Terms

This tenancy agreement is made under the Residential Tenancies Act 1997 (the Residential Tenancies Act). By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.

### Part 2 – Schedule 2 Special Conditions

Typically, special conditions are used to elaborate on a standard term of the lease to make something crystal clear. Special conditions can be added to a lease agreement and must adhere to the standard term of the lease or the Residential Tenancy Act to be enforced.

All Tenants in CatholicCare properties sign a Residential Tenancy Agreement before moving into the property and receive a copy of this agreement. It is an important document. Please keep it in a safe place.

## Connecting Utilities

Before you move in, don't forget to have the electricity, gas (and phone if applicable) connected in your name. You are responsible for paying all connection and usage costs. If you are on a pension, check with the service company to see if you are eligible for a rebate. CatholicCare will arrange for your water to be connected. If your house has a separate water meter, you are also responsible for paying for the water you use. Water payments need to be made to CatholicCare and can be paid by cheque, bank transfer, EFTPOS or over the phone.

Once you have the keys to your home, make sure that you check that the switches are all on in your fuse box. In houses, the fuse box is likely to be on the front or side of your house. In units, you will most likely find your fuse box inside the Unit.

Electrical Faults	The electricity meter is where the mains switch and fuses are located. If the power or lights stop working, the first thing to check is whether a fuse has blown. If you think the problem is more than a blown fuse – you smell something burning, turn off the mains switch. This will cut the electricity supply to the property.
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Gas	The gas meter is where the mains gas valve is located. If you think the gas is leaking, turn off the gas supply immediately.
Water	The water meter is where the mains water tap is located. If you have a badly leaking tap or a burst water pipe, turn off the water supply at the mains. This will stop the water flow to the property completely.

## Calculating Your Rent

The rent you pay is calculated according to a formula that is set by CatholicCare Community Housing. You may also be eligible to apply for Commonwealth rent assistance? The rebate is based on a percentage of the entire household's gross assessable income, plus 100% of their maximum entitlement for Commonwealth Rent Assistance. The table below is a guideline to the formulas used to determine your rent.

Payments / Income Types	Rate
Gross Household Income	25%
Family Tax Benefit A	25%
Family Tax Benefit B	10%
Commonwealth Rent Assistance	100%

## Changes to Household Rent and Income Reviews

It is the tenant's responsibility to advise CatholicCare immediately if there is a change in their household income or circumstances as this will affect the amount of rent payable. In the following circumstances, CatholicCare will reassess the rebated rent immediately and not wait until the next rental rebate renewal period. CatholicCare is to be advised if:

- ❖ any tenant commences, ceases or changes employment;
- ❖ any tenant receives a wage or salary increase such as an annual increment or pay rise through promotion;
- ❖ any tenant has a pension or benefit granted, withdrawn, reduced or increased (other than increases through indexing); and
- ❖ there is an increase or reduction in the number of household occupants.

Written proof and/or a statement of income from Centrelink and their employer must be supplied within 28 days. If appropriate, a Separation Certificate must be supplied when employment ceases

Your rent will be assessed twice a year. After each review we will provide a breakdown of the assessment and the rent payable. There may be no change, however some properties are subject to different rent formulas and if this is the case we will let you know before you start your tenancy

agreement. If your income changes or the income of any other persons residing in your home changes you must notify us within 14 days. As the head tenant it is your responsibility to provide us with this information so we can make the necessary adjustments to your rent.

## Commonwealth Rental Assistance

If you receive a Centrelink Benefit, you may be eligible for Commonwealth Rent Assistance (CRA). We will print a Centrelink Rent Assistance letter showing your rebated rent at the time you sign up as a tenant. You will need to provide this letter to Centrelink as verification of the rent you pay so you may receive the correct Rent Assistance. It is assumed that all Centrelink beneficiaries have applied for rent assistance and your rent is calculated on this assumption.

## Bond

A rental bond is an amount of money paid by you, the tenant, as a form of security to CatholicCare in case you do not meet the terms of your tenancy agreement. The bond is equivalent to four weeks rent. CatholicCare allows the bond to be paid off over several payments so as not to cause financial hardship. The bond is sent to the Rental Bonds / ACT Revenue Office who will hold the money until such time as you move out of your property. Provided that there is not outstanding rent or non-rent charges on your account and the property has been left in a similar condition to what it was leased to you in, allowing for fair wear and tear, you will receive your bond back.

A financial bond or security deposit is payable upon signing the Residential Tenancy Agreement (Lease). **This requirement may be waived in circumstances where the duration of the tenancy is 6 months or less.**

### Bond Payment

The amount of bond will be the equivalent to 4 weeks of the rebated rent for the property being offered. This amount is payable in cash or bank cheque at the sign up appointment, where the Residential Tenancy Agreement or Occupancy Agreement is signed and the property keys are handed to the new tenant.

### Bond Agreement to Pay

New tenants who have difficulty paying the entire amount of the bond at the commencement of their lease may apply to Housing ACT for rental bond assistance. CatholicCare Housing will provide necessary support to help a new tenant applying for this assistance.

### Lodgement of Bond to the Office of Rental Bonds

The Housing Manager will lodge the Bond with the Office of Rental Bonds within 10 days of receipt. If an 'Agreement to Pay the Bond off' is entered into, the Tenant shall agree that the bond will be deposited with the Office of Rental Bonds, in full, following receipt of the final payment. The Bond Office will issue a bond receipt to both CatholicCare and the tenant as evidence of their bond.

## Property Condition Report

A Property Condition Report details the state of repair and cleanliness of your property at the commencement of your tenancy and is a requirement of the Residential Tenancies Act.

The report will be used as the basis for our annual property inspections and at the end of your tenancy. It enables identification of any damage or alterations made to the property during the tenancy and CatholicCare to schedule ongoing maintenance work.

You are responsible for taking care of the property and leaving it in a similar condition as to when you moved in and fair wear and tear that could be reasonably be expected is taken into account. You are responsible for the total condition of your property and will be liable for the costs of repairing damage to the property, beyond what is considered reasonable wear and tear, when identified during routine property inspections or at the cessation of their tenancy

If we undertake any upgrading or renovations a new Property Condition Report will be completed.

### Completing a Property Condition Report

CatholicCare is required to provide you with 2 copies of a completed Condition Report within 1 day of you taking possession of the property. We ask that you review the Property Condition Report as soon as you move into your new home and return 1 copy of the back to CatholicCare no later than 2 weeks from receiving the report.

We ask you to check whether we have:

- ❖ missed any items on the report
- ❖ listed something as there when it isn't
- ❖ stated something works when it doesn't
- ❖ graded something as being in good condition when it isn't

**It is in your best interest to complete the condition report as accurately as possible to reflect the condition of the property when you collected keys and return the signed report within 2 weeks of moving into your home.**

To complete the Condition Report, you need to do the following:

1. Fill in the 'tenant agrees' column with a (Y) for yes or an (N) for no. If you put N, write your reason in the space next to it.
2. Sign the report. Keep one copy as you will need it when you move out and file the copy with this Handbook. Return the other copy to us within seven days.
3. If you identify an urgent maintenance problem please do not wait for us to receive the report. Please call us and let us know about the problem.

## Complaints and Appeals

Whether it is a compliment, a suggestion, a complaint we want to hear from you. Whatever the issue, CatholicCare is committed to treating your communication with us with respect, professionalism and confidentiality.

### Compliments and suggestions

Feedback from our tenants is important to us so we know what we are doing right and what we need to improve. If you have any suggestions or compliments, please feel free to contact us and let us know by completing our annual survey, speaking to your CatholicCare Worker or contacting the Housing Manager.

### Complaints

If you have a problem about the quality of service, you should raise the issue with us. There are two ways of doing this:

1. Verbally
2. In writing

#### Verbal complaints

Our preferred option is that you initially contact us via phone or visit our offices to discuss your issue. We will find the most appropriate person to investigate the issue and where possible work towards a resolution.

#### In writing

A written complaint can be lodged if you are dissatisfied with the outcome from your discussions with us. The process to lodge a written complaint is:

1. Send a letter or email to the attention of the Manager or Director to [info@catholiccare.cg.org.au](mailto:info@catholiccare.cg.org.au) or complete CatholicCare Complaint Form which is available at any of our offices or our website.
2. CatholicCare will acknowledge the complaint within 2 working days of receiving it.
3. Your complaint will be investigated and you will receive a written response within 28 days.

If you are still unhappy with the action taken you have the right to approach:

ACT Office of Registrar Community Services Directorate on 02 6207 5474

ACT Civil and Administrative Tribunal ACAT is also a way you can seek to resolve any disputes on 6207 1740 or visit [www.acat.act.gov.au](http://www.acat.act.gov.au)

### Appeals

An appeal is a request to have a specific decision reviewed. If you disagree with a decision made by CatholicCare, you have the right to lodge an appeal. Generally, the decisions that can be appealed are those made under CatholicCare Housing Policies. The sorts of decisions that can be appealed are:

- ❖ rent subsidy assessment
- ❖ application for housing transfer

- ❖ property modifications relating to medical needs
- ❖ absence from a dwelling

### **Level 1 – Internal Appeal**

If you are not satisfied with the original decision made by CatholicCare, you have the right to request that the decision be reviewed by CatholicCare’s Deputy Chief Executive Officer by sending us a letter or email. The Deputy Chief Executive Officer will review your case and the decision made. You will be advised in writing of the outcome of this appeal within 20 working days.

### **Level 2 – External Appeal**

As well as the internal review and appeal process, tenants also have the right to access an independent review process if they are unhappy with the decision of their housing providers. The process for appeals will follow the requirements stipulated in the Residential Tenancy Act.

# 3. While You Are a Tenant

## **Your Rights and Responsibilities**

### **As a tenant, you have the right:**

- ❖ To have quiet enjoyment of the premises without interference from the CatholicCare
- ❖ To privacy in your home with access only in accordance with the Standard Terms of your Agreement
- ❖ To have the premises fit to live in
- ❖ To have repairs done in a timely manner
- ❖ To receive receipts for all payments made to the landlord or their agents unless your rent is paid into a bank account
- ❖ To receive 8 weeks notice of any rent increase, and receive no more than one rent increase every 12 months
- ❖ To have a rent increase reviewed to determine if it is excessive
- ❖ To have tenancy disputes resolved through an independent third party - see List of

Advocates, Advice and Referrals Services Section in Handbook

- ❖ To Privacy and confidentiality
- ❖ To be treated with dignity and respect
- ❖ To have reasonable security e.g. a copy of keys that open any access doors and windows, locks in working order etc.
- ❖ To not be forced to leave the premises except by order of the ACAT for a valid legal reason, AND (if you are facing eviction) to have the Tribunal consider what hardship the eviction would cause to you or any other person.

**As a tenant, your responsibilities include:**

- ❖ Check your Property Condition Report to ensure it is correct and return within seven days
- ❖ Paying rent as agreed
- ❖ Taking care of the premises and not causing a nuisance or annoyance to your neighbours
- ❖ Co-operate with neighbours
- ❖ Not using the premises for illegal purposes
- ❖ Not operate any business enterprise from the property without the prior written approval
- ❖ Not sub-letting the property or otherwise permit additional occupants into your house without prior written approval from CatholicCare
- ❖ Allow CatholicCare reasonable access to the premises in accordance with the standard terms and the Residential Tenancy Agreement
- ❖ To repair any damage negligently or intentionally caused by you, your guests, pets or persons under your control or compensate CatholicCare for the loss incurred
- ❖ To notify the landlord of the need for repairs or maintenance.
- ❖ Keep your property in a clean and safe manner at all times
- ❖ Give appropriate written notice of your intended vacating date

**If you need legal advice or assistance in relation to tenancy agreements, please contact Legal Aid on 1300 654 314. If you are on a low income contact Canberra Community Law on (02) 6218 7977.**

In addition to the above we ask you to:

- ❖ treat CatholicCare Workers respectfully
- ❖ provide us with accurate information, openly and honestly
- ❖ read, or have read to you, any information that we send or give to you
- ❖ reply to our requests by the due date
- ❖ provide feedback about the quality of our service so we can continue to meet your needs If you think we are not meeting the standards

Contact the CatholicCare Housing Manager if

- ❖ your income or household changes within 14 days of the change
- ❖ you need further information

CatholicCare will:

- ❖ provide you with a property that is clean and fit to live in at the start of your tenancy; and
- ❖ provide and maintain the dwelling in a reasonable state of repair, having regard to its age and prospective life
- ❖ will respond to your questions and comments quickly and appropriately

## **Getting Involved – Tenant Participation**

CatholicCare understands the importance and value of tenants being involved in the CatholicCare Housing's decision making processes about issues that affect them. Tenants are encouraged to provide feedback through exit interviews, meetings of tenants, annual surveys and informal social events. We also understand that feedback from tenants provides the organisation with an ongoing measure of how well it is meeting the housing needs of tenants, how contractors are doing their work and tenants views on policy issues that the organisation may be considering.

Tenant participation might include:

- ❖ Feedback on existing services and activities
- ❖ Consulting on proposals for change that will impact you as a tenant
- ❖ Opportunities for involvement in the decision-making of CatholicCare Housing
- ❖ Opportunities for broader community engagement.

### **Feedback**

Feedback to CatholicCare Housing may be provided by means of:

- verbal (telephone or face to face)
- written, via electronic media
- in groups rather than individually or anonymously via suggestion boxes
- meetings
- one-off feedback activities to encourage tenants' views on the issue/s in question.

In addition to these mechanisms, below are further avenues for you or your advocate to provide direct feedback:

- When we conduct your annual property condition inspections
- When we attend to any maintenance and repair work at your property
- Whenever staff are at your property.

### **Consultation**

Consultation means that CatholicCare takes into account the views of its tenants when making a decision. For this reason, CatholicCare considers proposals that will affect tenants such as changing its rents and collection system, and a formal meeting may be called to discuss the issue. In order to ensure the consultation process is productive, tenants will be given sufficient time and information to contribute. In addition to written methods of consultation and feedback such as surveys, person-to-



person discussions by phone or face-to-face will also be used. Tenants will be informed of the result of the consultation process and advised of which suggestions were acted upon.

### **Participation in Decision-Making**

Participation in decision-making is a more active process than consultation or feedback and there can be potential conflicts of interest that arise with this arrangement. For this reason, tenant's participation in the decision making process will be based on specific issues such as potential policy changes. CatholicCare recognises there can sometimes be barriers to active participation and in order to work to address barriers CatholicCare Housing will:

- hold meetings in the most accessible locations and at times when tenants can attend
- hold meetings in venues with disability access
- arrange for interpreters if needed
- provide refreshments
- make sure the meeting is well advertised and addresses issues likely to attract tenants
- find ways to regularly inform tenants about issues so that they can meaningfully participate
- provide training for tenant representatives as appropriate
- offer user-friendly forms
- provide information on available assistance in advance so as not to financially disadvantage tenants

### **CatholicCare Housing Webpage**

In order to provide you and your advocate with housing related information easily, CatholicCare Housing has its own webpage [www.catholiccare.cg.org.au/service/housing](http://www.catholiccare.cg.org.au/service/housing)

We regard this webpage as an important communication tool both for CatholicCare Housing and its tenants; therefore, tenants and guardians or advocates are encouraged to visit this webpage and download the relevant form or fact sheet. Most importantly, you and/or your advocate will be able to provide online feedback or make a complaint to CatholicCare.

The webpage will provide information on:

- CatholicCare Housing Staff Contact Details
- Maintenance and Repairs Contacts including emergency and after hours' numbers
- Rent calculation and rental rebate
- Complaints & Appeals Information
- Keeping Pets Information

## **Paying Rent**

All tenants are required to pay rent on CatholicCare properties. This is consistent with the provisions under the Residential Tenancies Act 1997, the National Community Housing Guidelines and the Residential Tenancy Agreement. The term 'rent' on the Residential Tenancy Agreement refers to the market rent set for the property. Tenants who apply for and receive a rental rebate based on an

assessment of their income will be advised in writing of the amount of rent payable on a regular basis. Rent is required to be paid two weeks in advance. You are required to maintain consistent rent payments to avoid falling into rental arrears. Failure to pay rent or to reach an acceptable agreement to repay any rent arrears may lead to CatholicCare seeking termination of the tenancy or prosecution for the recovery of the debt through the ACT Civil and Administrative Tribunal (ACAT).

Two weeks rent in advance must be paid at the time the Residential Tenancy Agreement is signed (or the tenancy commences). You must continue to be two weeks in advance throughout your tenancy. Rent can be paid either weekly or fortnightly, however we do not offer a monthly payment option. You can also make cash/cheque or money order payments at our office.

CatholicCare's preferred payment method is through the Centrepay Deduction Scheme. Centrepay is a **free** service offered by Centrelink. An agreed upon amount is regularly deducted from your Centrelink payment before the remainder of the Centrelink payment is deposited into your bank account. The amount deducted is paid by Centrelink directly to CatholicCare. This system of payment ensures that your rent is paid on time, and helps you manage your personal finances. We also request that an '*Income Confirmation Authority*' form is signed as this form allows us to download income statements directly from Centrelink. This means that we are able to confirm any income changes, to facilitate regular reviews.

Other payment options include, direct deposit into the CatholicCare bank account – either by depositing money at any CBA bank or by direct debit transfers to the CatholicCare account.

### **Market Rent**

Market rent is the amount of rent that is payable for the property. This is the weekly amount that will be listed on the lease and is legally recoverable. Market rent varies from one property to another and is based on the value of the individual property. The market rent for properties owned by the Department of Housing and Community Services (DHCS) will be determined by Housing ACT (HACT). The market rent for non-HACT properties will be based on a market valuation of the property obtained from a real estate agent at the commencement of the tenancy. Market rent for a property is reviewed from time to time but at no less an interval than every three years. The tenant will be advised of the market rent in the case where they are not eligible to receive a rent rebate.

### **Amount of Rent Payable (Rebated Rent)**

The full market rent of a property may be rebated if the tenant is on a low income. The amount of rebated rent charged is reflective of the tenant's household income. Rent amounts for community housing are calculated as 25% of gross household assessable income plus an amount equivalent to 100% of Commonwealth Rental Assistance (CRA) for which a tenant is entitled to but no more than the market rent of the property.

Tenants in CatholicCare managed properties (however owned) may be eligible to apply for Commonwealth Rent Assistance (CRA) through Centrelink. Centrelink pays CRA to eligible customers who have a low income and do not live in Public Housing. Tenants who are eligible for CRA but fail to apply for it will be deemed to be in receipt of CRA for the purposes of calculating rebated rent. Where tenants or other household members provide substantiated proof of minimal or no income, the assessable income will be deemed to be equal to the Centrelink benefit applicable to the tenant's age and family structure. An example of this may be a self-employed tenant whose statement of income confirms a very low income, no income or an income loss for the trading year. CatholicCare may review the rebated rent at no more than six-monthly intervals. This will be done by either writing to the tenant or asking for their current income details by using the Centrelink eService to determine income details. Following the rent rebate review, CatholicCare will advise the tenant of the new rent level by giving at least eight weeks' notice in writing. Tenants who are ineligible for or who do not apply for a rental rebate will be required to pay the full market rent for the property.

## Rental Arrears

If you fall behind with your payments, this represents rental arrears. Rental arrears are a serious matter and in breach of your tenancy agreement. If the rent payments fall more than 2 weeks in arrears you will be sent a reminder notice by CatholicCare Housing, along with a request to contact the office to arrange a repayment agreement for the amount of the arrears owed. In some cases, a repayment agreement can be negotiated and you can enter into an agreement to pay by instalments. The repayment agreement is a legal contract which sets out the amount of rent arrears to be paid in addition to your normal weekly or fortnightly rental payment. If you do not repay the amount in full, or make an arrangement to repay the arrears CatholicCare Housing will need to seek an order from the ACT Civil and Administrative Tribunal (ACAT) for an agreement with you to repay the rent arrears. If this agreement is not complied with, and/or renegotiated, CatholicCare Housing will need to seek an eviction order from the Tribunal and you will be asked to vacate from the property.

**For more information** on CatholicCare Housing's procedures please refer to our Rent Arrears Policy on our website <https://catholiccare.cg.org.au/service/housing/>

## Repairs and Maintenance

### General

Maintenance is a shared responsibility between you and CatholicCare but as the lessor, CatholicCare has a legal responsibility to maintain the property in a structurally sound and functional condition and will meet the costs of repairs that are due to fair wear and tear.

You are responsible under tenancy legislation and under the terms and conditions of your Residential Tenancy Agreement to keep your rental property clean, tidy and undamaged. You will be held responsible for any damage caused excluding fair wear and tear on the property.

Any request for general maintenance or repairs will need to be made in writing or phone call or via your case or program manager or directly to the CatholicCare Housing Officer. All maintenance requests received by the Housing Manager will take appropriate action to rectify the issue. Under tenancy legislation, tenants will be held responsible for any damage that has been caused by them or by other household members or guests. It will be the tenant's responsibility to pay for the relevant tradesperson to rectify any damage or repairs.

**There will be no reimbursement of costs made to tenants who have undertaken maintenance and repairs on their own accord**

When requesting repairs over the phone or in writing, make sure you have all the information. The better the information the more likely the repairs will be done quickly and properly.

For example, the following information will help the Housing Manager get the problem fixed;

Stove	Make, model, gas or electric
Water Heater	Make, model, gas or electric
Energy Supply	Is the Gas or electric supply still on? If it is electric check the fuse box to see if the switches are still on.
Broken Glass	Tell us if is a door or window, where in the house it is, how did it happen, is it a timber or aluminium frame and whether it is fixed or sliding.
Other	Give us as much information as possible about the problem including a police event number if necessary.

In addition, you will need to tell the Housing Manger the following:

- your telephone number,
- the days and time you will be at home and
- whether you are happy for us to pass on your details to the repairman.

Please make sure you tell the Housing Manager if the repairs have not been completed within a reasonable timeframe so that we can follow-up with our contractors.

### Reporting Repairs

**CatholicCare's Properties** - If you live in a property that is owned by CatholicCare and you need any repairs including urgent and non-urgent work, you will need to write or email or phone our Maintenance Contact on:

**6162 6100** or **0488 555 799**

or On-Call number **0488 555 799**

If CatholicCare is unable to organise urgent repairs, the tenant may arrange to have the work carried out to a maximum value of up to 5% of the rent of the property over a year. CatholicCare will reimburse the tenant for reasonable costs.

**CatholicCare managed properties** - If you have urgent repairs during business hours please call: **6162 6100** or **0488 555 799** or support worker or Case Manager.

#### **Urgent Repairs After Hours**

CatholicCare ON-CALL number **0488 555 799** The on call will provide you necessary assistance including arranging the urgent repair.

**If we or you have requested urgent repairs from Programmed, you MUST ensure that you or someone is at home to allow the trade person into your property.**

If CatholicCare is unable to organise urgent repairs, the tenant may arrange to have the work carried out to a maximum value of up to 5% of the rent of the property over a year. CatholicCare will reimburse the tenant for reasonable costs. Tenant will only be reimbursed when:

- ❖ CatholicCare or Housing ACT was advised of the problem but could not arrange for it to be fixed in a reasonable time;
- ❖ Tenant did not cause the damage;
- ❖ The repair is carried out by a professional tradesperson?

#### **Response Times**

The response time categories for repairs are as follows:

- ❖ **Urgent 4 (U4)** - to be completed within four (4) hours
- ❖ **Priority Next Day (PND)** - to be completed by 6:00pm the next calendar day
- ❖ **Priority (D5)** - to be completed within five (5) calendar days
- ❖ **Normal Repairs (D20)** - to be completed within twenty (20) calendar days

The above categories allow CatholicCare to categorise maintenance appropriately depending on the nature of the issue and enable contractors to schedule their work more efficiently.

#### **Urgent Repairs (U4)**

An urgent repair will be carried out where there is an immediate health, safety or security risk or where the property will immediately be further damaged if work is not carried out. A contractor will be notified and required to attend within four (4) hours of the issue being reported.

Urgent repairs may include:

- ❖ Significant water loss/leak (e.g. roof, pipes);
- ❖ Tap won't turn off resulting in significant water loss (e.g. a large (9L) bucket filled within an hour);
- ❖ A fault or damage that causes the residential premises to be unsafe or insecure - e.g. property cannot be secured, window glass broken, door cannot lock;
- ❖ Major external sewer overflow or any sewer overflow internal to premises;
- ❖ Only toilet at property completely blocked and inoperable;
- ❖ Gas Leakages and electrical dangers;
- ❖ Loss of power supply or water supply;
- ❖ Serious storm or fire damage; and
- ❖ a fault or damage likely to cause injury to person or property
- ❖ Temporary heating on complete failure of existing heating (during colder months)

### **Priority Next Day (PND) Repairs**

A Priority Next Business Day (PND) repair will be carried out where there is a maintenance issue causing significant inconvenience or has potential to develop into a health, safety or security risk. This category can also be assigned if there is a significant reduction in amenity such as loss of heating, cooking or hot water facilities. This type of repair is to be completed by 6:00pm the next calendar day from the time the issue is reported.

For a Priority Next Business Day repair, the contractor(s) will be required to contact you to and make an appointment.

Priority Next Day Repairs may include:

- ❖ Minor water or external sewerage leaks;
- ❖ Taps that cannot be turned off resulting in a slow leak (large (9L) bucket filled overnight);
- ❖ Critical Taps that cannot be turned on;
- ❖ Appliance failure e.g. total failure of stove and oven (and no alternative cooking options), hot water service, room heater;
- ❖ Smoke detector/s failed/broken;
- ❖ Minor/partial blockage of only toilet at property; and
- ❖ Pest control - European wasps, bees and possums (where in house and wall/ceiling cavity)

### **Priority (D5) Repairs**

A priority repair is work that is required to fix a problem that is not urgent (or emergency), but that is causing significant inconvenience and could develop into a health, safety or security risk if not fixed promptly.

Priority repairs are completed within five (5) calendar days of the issue being reported. Examples of priority repairs include:

- ❖ hot water is slow to heat or external hot water service is leaking;

- ❖ heater is not heating effectively;
- ❖ crack in glass of oven door;
- ❖ part of stove is broken or not working;
- ❖ toilet cistern has a leak; taps have a slow leak
- ❖ toilet seat is loose or broken;
- ❖ toilet pan is loose;
- ❖ minor blockage of 2nd toilet

### **Normal Repairs (D20)**

Normal works are works that do not fall into the urgent (U4), priority next business day (PND) or priority 5 (D5) categories however still require attention. When normal works are identified they will either be repaired within twenty (20) calendar days or placed on a planned maintenance program depending on the situation and the extent of the work required.

Below are some examples of normal repairs that will usually be repaired within twenty (20) calendar days:

- ❖ internal door handle is loose or fallen off;
- ❖ renew silicone seal to kitchen splashback;
- ❖ wall tile fallen off;
- ❖ re-grout wall tiles;
- ❖ sag in ceiling without any water leak;
- ❖ cracked roof tile or floor tile;
- ❖ difficult to operate window;
- ❖ difficult to operate gate;
- ❖ fly wire replacement due to fair wear and tear; and
- ❖ security or other door binding but still functional
- ❖ Some examples of normal works that will generally be referred to planned maintenance programs include:
  - ❖ new floor coverings, (where safety is an issue temporary repairs are carried out until new floor coverings are arranged on a planned maintenance program);
  - ❖ internal painting (where ceiling paint flaking in food preparation areas, peeling paint will be scraped back and will be repainted when the property has a full internal paint on a planned maintenance program;
  - ❖ external painting; and
  - ❖ replacing major components in the bathroom, kitchen, laundry and/or toilet

### **Planned Maintenance**

Planned maintenance involves repairing, or replacing major parts of a property that are below standard. Planned maintenance is usually carried out based on the condition of various rooms and components in the property. Condition based maintenance depends on assessing whether the

condition of a maintenance item is below standard. Examples of condition based maintenance items include floor coverings, kitchens, bathrooms, wet areas and fences.

Housing ACT's Total Facilities Manager carries out condition audits on Housing ACT properties.

Condition audits include taking note of the age and condition of major components of a property such as the kitchen and bathroom. The information gathered in the audit is used to determine if and when the various components are placed on a planned maintenance program.

If you are not satisfied with the standard of maintenance or condition of your home, you can discuss this with the CatholicCare Housing Manager. If you are still not satisfied you can have your case heard by the ACT Civil and Administrative Tribunal (ACAT) who can order the lessor to make repairs.

## **Fair Wear and Tear**

CatholicCare recognises and accepts that wear to the property is inevitable. You are responsible for the actions of yourself, your family and any persons you allow on to the property. Any damage to the property caused by misuse, undue force, accident or deliberate action is not fair wear and tear and you will be responsible for rectifying the damage at your cost.

### **Defining 'fair wear and tear'**

'Fair wear and tear' basically means the normal deterioration of a property from ordinary, everyday use. Such factors as exposure to the elements, time and just day-to-day living can cause fair wear and tear.



## Fair Wear & Tear Vs Damage

Fair Wear and Tear	Damage
Faded curtains or frayed cords	Curtains that are missing or torn
Furniture indentations and traffic marks on the carpet	Stains or burn marks on the carpet
Scuffed wooden floors	Badly scratched or gouged wooden floors
Faded, chipped or cracked paint	Unapproved or poor-quality paint job
Worn kitchen benchtop	Burns or cuts in benchtop
Loose hinges or window or door handles; worn sliding tracks	Broken panes from one of the tenant's children hitting a ball through the window
Cracks in the walls from movement	Holes in walls from tenant hammering in nails or from removing picture hooks or shelves
Water stains on carpet resulting from leaky roof or bad plumbing	Water stain on carpet resulting from an overflowing bath or indoor pot plants
Worn paint near light switch	Paint damage resulting from removing decorations stuck with Blu-Tack or sticky tape

## Criminal Damage

If damage to a property has been caused by the result of criminal damage, the damage must be reported to the Police. CatholicCare will repair any damage to a property as a result of criminal damage upon presentation of a Police Incident Number (PIN).

Where the offender is known to you, charges must be made against the offender as costs may be recovered at a later date. If the property belongs to HACT, CatholicCare will arrange with Programmed to repair the damage. In the event that you are unable to provide a PIN, the costs associated with the repair may be recovered from you.

## Pest Control

We will provide you with a property that is free from pest infestation. However, during your tenancy you are expected to take all reasonable precautions to prevent an infestation of rats, cockroaches, fleas or other pests in your home.

We expect that you will take preventative action such as

- ❖ removing rubbish from the dwelling;
- ❖ storing rubbish securely until its disposal;
- ❖ routine use of pest prevention treatments, such as those widely-available at supermarkets and hardware stores.

You must notify CatholicCare promptly of any infestation of rats, cockroaches, fleas or other pests in the dwelling. If your actions, including lack of preventative action, make you responsible for the infestation you will be required to meet the full cost of fumigation or eradication. If an infestation of

pests is due to activities or neglect by us, we will meet the full cost of rectifying the problem. Where an infestation of pests (excluding white ants/termites) cannot be attributed to either CatholicCare or you, we will refund half the amount to you of the costs associated with eradication or fumigation. You must obtain our agreement to reimburse you BEFORE the work is carried out. Payment cannot be made if the agreement has not been registered prior to receiving your claim for reimbursement.

Contact the Housing Manager to discuss any pest problem. CatholicCare can advise you of seasonal infestations that may be specific to your area, and how best to manage them.

#### White Ant/Termite Infestations

We will meet the full cost of eradicating white ants / termite infestations. Please report the presence of white ants/termites to CatholicCare immediately. Do not disturb the infestation or attempt eradication yourself. To reduce the opportunity for white ant/termite damage you should take the following precautions:

- ❖ don't store firewood or boxes on verandas, or against or under the building;
- ❖ don't enclose foundations, and keep them clear of rubbish and leaves; and
- ❖ don't fill in foundations for rockeries, gardens or trellis work.

CatholicCare will not accept responsibility for any damage to your personal property or possessions by white ants/termites.

## Pets

CatholicCare recognises the importance of animals in people's lives in terms of their therapeutic qualities. We also recognise the need to protect and maintain our own properties and managed dwellings in acceptable community standards, and in accordance with relevant Acts and Lease Agreements. The keeping of pets is covered by the terms and conditions contained in specific Residential Tenancy Agreements. CatholicCare tenants are not allowed to breed animals and the tenant must also sign a Pet Agreement outlining any special conditions before approval is granted.

Unless otherwise agreed by the Lessor in writing, keeping pets or animals in or around the Premises will be subject to the following conditions:

- ❖ all pets or animals must be kept in accordance with applicable laws, including registration and licencing as required.
- ❖ no more than two pets or animals may be kept in or around the Premises at any time; and
- ❖ appropriate and adequate arrangements for pet or management of pet and animal defecation must be in place
- ❖ residents are not allowed to breed animals

Dog registration is compulsory in the ACT; however yellow registration tags are no longer required.

All dogs must be registered if:

- ❖ they are over eight weeks' old
- ❖ they have been kept in the ACT for 28 days or more

- ❖ the dog's keeper has been a resident of the ACT for 28 days or more

For more information: [https://www.accesscanberra.act.gov.au/app/answers/detail/a\\_id/45/~/~dog-registration-in-the-act](https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/45/~/~dog-registration-in-the-act)

Cats do not require registration in the ACT, however they must be microchipped and wear identification so that they can be returned to their owner if found. Cats can be identified by a collar and tag that includes the owner's contact number or address.

For more information: <https://www.tccs.act.gov.au/city-living/pets/cats/your-responsibilities>

The keeping of livestock or poultry is not permitted due to public health concerns and the potential for disturbance to neighbours, irrespective of whether the local council or health guidelines allow for the keeping of livestock in the area in which the CatholicCare property is located.

**Keeping rodents and reptiles or pets for breeding purposes is strictly prohibited.**

### **Dealing with Complaints**

When complaints are received about nuisance caused by a pet CatholicCare will investigate and take appropriate follow up action. If complaints are substantiated CatholicCare will initiate action to remedy the problem as follows.

The tenant will be notified of complaints and be advised to comply with the conditions of approval.

Where further sustained complaints are received, the tenant will be requested to remove the pet within 14 days. If the pet is not removed, CatholicCare will precede legal action.

## **Making Changes to your Home**

### **Modifications**

It is important that your home is kept in much the same condition as it was when you moved in, unless CatholicCare makes changes or you have written permission from CatholicCare to make changes. You should not make any changes to the house or garden without first getting consent, even if you pay for it. This includes changing floor coverings, painting inside or outside, changing fittings, improving security with doors, grills or locks, attaching insect screens, removing plants or lawns or creating gardens.

For CatholicCare owned properties, this report will be reviewed by CatholicCare staff to determine if the modifications are possible. If your house cannot be modified, we will help find a more suitable property for you.

For HACT properties the Housing Manager will, on behalf of the tenant, request Housing ACT to grant an approval. Once it is approved by HACT, the Housing Manager will advise the tenant in writing of the approval. There may be times when the modifications required would involve structural changes. In such cases, CatholicCare will liaise with the tenant's parents or their advocates and Case Manager to explore more appropriate or alternative solutions.

## Posters and Pictures

It is understood that paintings and posters help to make a house into a home. Only use appropriate approved means of fixing. Any damage to the wall or paint caused by the hanging of posters, objects or paintings must be paid for by the Tenant. Nails, drawing pins and tape must not be used.

## Changes to People Living in Your Home

When we offered you your home, we took into account how many people would be living there to make sure it was suitable for that number, and at the time of signing your Tenancy Agreement we agreed who these people were.

If you would like to have CatholicCare consider letting someone else move into your home, please see your Case Manager or contact the CatholicCare Housing Manger. If approved, you will need to list the person as an “additional household occupant”, supply new details and pay new rent. You will however, continue to be the leaseholder with responsibility for paying the total rent. It also means that if you or other person no longer live together, you will keep your home.

## Property Inspections

Under the relevant tenancy legislation, CatholicCare as the lessor will carry out annual or periodical property inspections. The purpose of these inspections is to check on the condition of the property and to identify any maintenance or repairs that need to be carried out by CatholicCare or you as the tenant. As per the tenancy legislation, CatholicCare will not undertake a periodical inspection of the property without making prior arrangements with the you, unless we have a reason provided under the tenancy legislation, such as an emergency or health risk.

According to the standard residential tenancy terms, CatholicCare may inspect the premises twice in each year following the commencement of the tenancy. CatholicCare will send you advice on when a routine inspection is scheduled. Following an inspection CatholicCare will write to you advising on any maintenance or repairs required by you.

**Smoke alarms are to be kept in a clean condition and not removed**

The list below is provided to help you develop a standard household cleaning routine as well as some suggestions for an annual spring clean.

Kitchen	Oven and grill are clean Drip trays are clean and free of grease Rear, under and sides of the stove are clean Range hood is clean including filters Inside and on top of the stove are clean, including element rings Exhaust fans are clean Benches and floors are clean and free of grease
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	<p>Kitchen surfaces and tiles are clean</p> <p>Sinks are clean</p> <p>Cupboards are wiped over including inside all kitchen cupboards/doors if necessary</p> <p>Walls and tils are free from grease</p>
Bathroom/ Toilet and Laundry (wet areas)	<p>Shower is clean</p> <p>Wall tiles are clean and free of mildew on grout areas</p> <p>Basin, plug holes' ad taps are clean over</p> <p>Toilets are clean including bowl, seat (including under seat) and cistern</p> <p>Floors are clean</p> <p>Mirrors are clean</p> <p>Laundry cupboard are clean</p>
All other Rooms	<p>Carpeted areas are vacuumed</p> <p>Walls are free of marks</p> <p>Skirting boards are dust free</p> <p>Doors and cupboards are dust free Floor Surfaces</p> <p>Carpets are vacuumed</p> <p>Vinyl or tiled floor areas are clean and free of marks Wet areas floors are clean</p> <p>Windows</p> <p>Window sills and tracks are clean</p> <p>Window glasses are clean and streak free</p>
General Cleaning and Repairs	<p>Fly wire is dust and fluff free</p> <p>Vents are dust t and fluff free</p> <p>Cornices, ceilings and walls are cobweb free</p> <p>Light fittings and ceiling fans are free from insects</p>
Ground Maintenance	<p>Lawns are mown, edges are trimmed and yard is neat and tidy</p> <p>Garden beds, yard, plants are in a neat and tidy condition</p> <p>Veranda and paths are swept</p> <p>Outside eaves, awnings and ceilings and clothesline are free from cobwebs</p> <p>Gardens are free from rubbish</p> <p>Sheds and garages are clean</p> <p>Driveways are clean of oils stains Other ♦</p>
Pest control including bee swarms, small vermin, cockroaches, silverfish, spiders, garden pests, wasps and general pest control	

## Smoke Alarms

Smoke alarms are now required by law to be in every property. They save lives and are there to protect you. Never disconnect or damage smoke alarms as this could put you and other people in your household in danger.

Speak with your Case Manager or the Housing Manager if you have any problems with the smoke alarm.

All CatholicCare properties have smoke alarms and it is our responsibility to inspect the smoke alarm at least every 12 months.

## Keys

Depending on the household composition as a minimum a full working set of keys will be provided to the you on the day you sign your Residential Tenancy Agreement (Lease). To protect your rights as a tenant regarding security, no unauthorised person will be given keys to the property. A spare set of keys, labelled with a code number will be securely kept by the CatholicCare Housing Manager.

### Lost Keys

You are responsible for the replacement of any lost keys. If you lose keys, contact the Housing Manager who will arrange for new keys to be cut at your expense. In some cases, locks may have to be replaced if keys are lost. If this happens the you as the tenant must pay for the lock replacement.

## Security

Security provisions in CatholicCare properties comply with the requirements of the tenancy legislation. The following standard security provisions are supplied to all of our properties:

- ❖ Solid core external doors
- ❖ Deadlocks on all external doors (keyed alike)
- ❖ Security screen doors (keyed alike); and
- ❖ Locks on all windows (keyed alike)

If your property does not have these standard measures, they will be provided upon your request.

### Changing Your Locks and Security Devices

Prior to you changing or adding locks or other security devices to your home as an additional security measure, you must contact the CatholicCare Housing Manager for approval and provide them with a copy of each new key, opening device or information required to open any lock or security device within seven (7) days of the change, at your expense. This is a requirement under the current tenancy legislation.

## Heating and Cooling Appliances

Your property will have either a gas or electric heating and system and some properties will also have a reverse cycle (refrigerated) air conditioning unit.

All properties will have either gas or electricity run hot water system.

# 4.

## Changes to Tenancy

### Moving Out

#### Termination / Eviction

CatholicCare is committed to providing secure, affordable housing to people and understands that security of tenure is an important factor in establishing and maintaining successful tenancies. CatholicCare will always endeavour to effectively resolve any breaches or disputes without the use of legal options. Where disputes cannot be resolved, CatholicCare will ensure that the due legal process is followed under the Residential Tenancies Act and that information regarding terminations will be kept private and confidential

Either the tenant or CatholicCare can terminate a tenancy. For information about the process of ending the tenancy, including the provision of notices and notice periods, please refer to your Residential Tenancy Agreement.

Termination by CatholicCare will only occur in the following circumstances:

- ❖ The tenant has breached a condition of the lease agreement; or
- ❖ The tenant is no longer an active participant of a CatholicCare program; or
- ❖ The tenant is no longer eligible for Community Housing and their fixed term lease has expired.

Withdrawal of Program Participation can be made voluntarily or can be forced through termination of a tenancy. It is essential that tenants understand that their eligibility to housing is reliant on program participation, therefore withdrawal from the program will result in their ineligibility to maintain their

tenancy. Any tenant may, at any time, withdraw from participating by giving notice, in writing, to CatholicCare. Such notice must follow the necessary regulations for termination of the tenancy. 9.5 Withdrawal by CatholicCare Forced termination from the program can be instigated by CatholicCare if it is considered that the tenant is not coping with participation in the program or is under undue stress.

CatholicCare will always ensure that any difficulties experienced by the participant are addressed and appropriate services or assistance sought. 9.6 Emergency Rehousing If an emergency occurs such as fire or flood, major renovation tenants may need to be rehoused in temporary accommodation until the premises becomes habitable. CatholicCare Housing will make necessary arrangements if such emergency occurs. However, if the premises become inhabitable due to the tenant's intentional or negligent acts or conducts, or due to the tenant's permission for such acts or conducts, CatholicCare may not rehouse the tenants unless it has the capacity to do so. In such event CatholicCare will take reasonable steps to attempt to find alternative accommodation for the tenant.

SYFS administer its tenancies in accordance with the Residential Tenancies Act. The Association is a supportive landlord that will work with Tenants who cooperate to help them maintain their tenancies. However, in some circumstances the Association will have no choice but to evict Tenants. If you get a Breach Notice you must treat it seriously and contact your Support Worker promptly. Some reasons for Breach Notices are:

- Not paying rent
- Causing a nuisance to neighbours
- Damaging the property
- Conducting or permitting unlawful activities
- Permitting persons who are not in the Tenancy Agreement to live on the property

When tenants are evicted from our properties, we will offer support to look for alternative accommodation and reasons for the eviction will always be given. You can appeal an eviction and your Support Worker can assist you with this.

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## **Getting Your Bond Back**

If you paid a bond at the commencement of your tenancy, we would like to be able to return your full bond and offer the home to someone else as soon as possible. You can help us do this by:



- Giving us as much written notice as possible of the date you are moving. You must at least give us 14 days' notice in writing
- Remove all rubbish, both inside and outside
- Cleaning the property so it is as clean as when you first moved in.
- cleaning the windows, walls, skirting boards, inside cupboards, the oven and griller and any stains on the flooring
- Organising with us to repair or replace anything you have damaged
- Arranging an inspection of the property with our Tenancy Manager
- Returning the keys without delay, this includes spare keys and any new keys
- Giving us your new address and contact details for the refund of your bond.

## **Abandoned Goods**

If you leave personal items behind after you have left the property, they will be dealt with or disposed of in accordance with the Residential Tenancies Act. Do not leave any items behind. If you can't take all your items with you when you leave, please talk to the Housing Manager who may be able to assist you.

## **Forwarding Address**

Please provide your Tenancy Support Worker with a forwarding address, and contact details prior to vacation of the premises.

# 5.

## Guarantee of Service

### **Registration and Compliance**

CatholicCare is registered under the National Regulatory System for Community Housing (NRSCH). This Registration is obtained by going through an audit and application process and is reviewed annually.

### **National Community Housing Standards**

CatholicCare is continuously reviewing its policies and procedures, and operational practices to ensure that it meets the National Standards for Community Housing.

### **Residential Tenancies Act**

The ACT Residential Tenancies Act 1997 covers rental housing in the Capital Territory. CatholicCare's tenancies are managed in compliance with this Act.