

Ending a Tenancy Policy

Purpose

The purpose of this policy is to explain how a tenant or HousingFirst can end a tenancy.

Scope

This policy applies to all tenants who live in properties owned and/or managed by HousingFirst.

Policy Statement

A tenancy ends when the legal agreement (Tenancy Agreement) between the landlord and the tenant ceases to apply to either party. The last day of the tenancy is the day the tenant vacates the accommodation and keys have been returned or obtained by HousingFirst. A tenancy agreement also ends when a tenant abandons a property.

HousingFirst will end tenancies:

- In accordance with the *Residential Tenancies Act 1997*
- In a manner which minimises adverse impacts on the parties involved
- In a manner which is sensitive and compassionate and facilitates natural justice
- In a manner that ensures tenants have access to information, reasons for decisions made, the ability to review decisions and which maintains their privacy.

Tenant decides to end a tenancy

HousingFirst and the tenant can terminate the Tenancy Agreement through mutual agreement.

HousingFirst requires the following from tenants to end a tenancy:

- At least fourteen days' notice from tenants living in a general tenancy
- At least two days' notice from tenants living in a rooming house
- Completion of an 'Intent to Vacate' form.

After receiving the Intent to Vacate form, HousingFirst will:

- Inform the tenant of their responsibilities upon vacating the property
- Conduct a property inspection and identify any repairs that are the responsibility of the outgoing tenant

- Reconcile the tenant's account and refund any overpayment of rent and other charges or claim any debts owed to HousingFirst
- Record forwarding contact details (if known and available)
- Manage tenant information in line with the HousingFirst Privacy Policy.

HousingFirst expects tenants to:

- Inform HousingFirst at the earliest opportunity about their intention to vacate
- Leave the property in a clean and re-tenantable condition
- Allow HousingFirst to inspect the property and allow access for potential new tenants to view the property as per Property Inspection Policy
- Provide forwarding contact details, where possible
- Dispose of any garbage and hard waste in accordance with local laws and HousingFirst policy.

Tenancy ends due to a property management decision

HousingFirst takes steps to end tenancies through relocation in line with the following:

- Underutilisation of a property
- Overcrowding of a property
- No longer eligible for the National Rental Affordability Scheme (NRAS)
- Redevelopment of a site
- Renovation of a site.

HousingFirst offers suitable alternative housing if a tenant agrees to end their tenancy at HousingFirst's request or where their property is being redeveloped or renovated. Tenants will be compensated for removal costs associated with moving to another property regardless if it is a HousingFirst property or not.

HousingFirst will communicate with tenants throughout this process and provide reasonable opportunities for relocation. However, if a tenant does not agree to end their tenancy at HousingFirst's request, based on the above circumstances, appropriate action through the Victorian Civil and Administrative Tribunal (VCAT) and in accordance with the *Residential Tenancies Act 1997*, will be taken to end the tenancy.

End of tenancy for a tenant breach

HousingFirst's objective when appearing before VCAT is to, where possible, maintain a tenancy through an agreement being reached between the tenant and the landlord (HousingFirst). HousingFirst takes action to end a tenancy for a breach only after all appropriate tenancy management options have been exhausted.

HousingFirst takes steps to end a tenancy as per the *Residential Tenancies Act 1997* in line with the following policies:

- Good Neighbour Policy
- Family Violence Policy
- Debt Recovery Policy
- Tenant Re-charge Policy (Note that tenant damage includes damage caused by visitors).

Eviction

HousingFirst aims to do whatever is reasonable to maintain tenancies. However, this is not always possible and HousingFirst may take steps to take possession of a property through legal action.

VCAT can make orders at a hearing for an Order of Possession to end a Tenancy Agreement. Following this, HousingFirst has 6 months to purchase a Warrant of Possession to take possession of a property.

However, should HousingFirst issue an Immediate Notice to Leave to a rooming house resident for a serious act of violence by a rooming house resident or their visitor or for threatening the safety of other people on the premises under s.368 of the *Residential Tenancies Act 1997*, then the tenancy is immediately suspended for 2 business days or until VCAT has heard and determined the application.

Throughout the legal process and prior to purchasing a Warrant of Possession, HousingFirst will consider the potential impact of eviction on the human rights of the tenant/s and/or their household through completing a Human Rights Impact Assessment (HRIA).

The purpose of this is to ensure:

- HousingFirst have considered the human rights of the tenant/s
- HousingFirst policies and procedures were followed
- HousingFirst have followed the *Residential Tenancies Act 1997*
- The risks to the tenant, their neighbours and the organisation of this decision have been considered
- The permission to evict is considered at a management level
- Eviction is the action of last resort.

Depending on the nature of the legal action, HousingFirst will attempt to contact the tenant prior to the Warrant of Possession being obtained to negotiate an agreement or another solution.

If this is not possible or appropriate, and the HRIA has been completed, HousingFirst will:

- Apply for a Warrant of Possession
- Set a time with police to attend the property
- Inform tenant/s of date and time of eviction
- Provide information on emergency housing options

- With the police, proceed to evict the tenants/s and take steps to ensure the property is secure and only accessible by HousingFirst.

Tenancy References

HousingFirst will provide a written or verbal reference at a tenant's request in the following circumstances:

- Rent has been paid on time and in advance for the last 3 months of their tenancy
- The keys have been returned to HousingFirst
- The account is not in debt
- There are no outstanding legal actions
- The property has been left in an acceptable condition
- The bond has been returned in full to the tenant (if applicable).

Related information

- HousingFirst Good Neighbour Policy
- HousingFirst Family Violence Policy
- HousingFirst Debt Recovery Policy
- HousingFirst Tenant Re-charge Policy
- HousingFirst Privacy Policy
- HousingFirst Property Inspection Policy
- HousingFirst Human Rights Impact Assessment
- Housing Act 1983 (Vic)
- Residential Tenancies Act 1997 (Vic)
- Victorian Housing Registrar Performance Standard 1 (Tenant and housing services)
- Charter of Human Rights and Responsibilities (2006)

Transparency and accessibility

This policy will be available at www.housingfirst.org.au

Version control

Version	2	Review frequency	24 months
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