

Tenant Re-charge Policy

Purpose

This policy outlines the way HousingFirst assess financial liability for damage to a property or services undertaken.

Scope

This policy applies to all tenancies and properties owned and/or managed by HousingFirst. This policy does not apply to rent or service charges which is covered in the Rent Setting Policy.

Policy Statement

HousingFirst is committed to:

- Applying tenant charges in accordance with responsibilities as set out in the *Residential Tenancies Act 1997 (Vic)*
- Ensuring that tenants understand their rights and responsibilities in their Residential Tenancies Agreement
- Allowing tenants, the right to accept or appeal the liability for tenant charges (see Complaints and Appeals Policy)

Non-rent charges

A non-rent charge may be charged to tenants to recover costs for:

- Tenant damage to the property
- Call out fees charged by a contractor, where a tenant has missed a scheduled maintenance appointment
- Replacement keys.

HousingFirst will notify the tenant of the cost as soon as possible after assessment of the re-charge and in advance of any works carried out and/or the issue of an invoice.

If there is a debt at the end of a tenancy, HousingFirst may claim the non-rent charge against a bond and/or keep this as a debt on the tenant file.

Tenant Damage to the property

HousingFirst defines damage as any deliberate or careless action by a tenant, household member or their visitor which results in damage to the premises and common areas, including modifications to the property where consent has not been obtained from HousingFirst.

Tenant responsibility in relation to such damage will be assessed at the time of HousingFirst becoming aware of the damage, either through notification by the tenant or during a routine inspection.

Commencing a tenancy

At the commencement of the tenancy, HousingFirst will inform the tenant of their liability for any future damage and how HousingFirst recovers the cost of repairing such damage from the tenant.

Ending a tenancy

HousingFirst will follow the Rental Bonds Policy at the end of a tenancy. If the bond is insufficient to cover the cost of repairs, or there is no bond, this amount outstanding will be recorded on the tenant's file as a debt.

Recovering repair costs for damage

Where a tenant is to be held liable for all or part of the cost of repairing damage, a 'Breach of Duty Notice' will be served by registered post on the tenant detailing the type of damage and the cost of repairing it (including a copy of relevant quotes/invoices), and will require the tenant to compensate HousingFirst by that amount within 14 days of receiving the notice.

A tenant may comply with the 'Breach of Duty Notice' by either making the required payment within the 14 day period of the notice, or by entering a written payment plan for non-arrears to make the payment by instalments over an agreed period of time. A failure by the tenant to comply with either of these options may result in legal action through Victorian Civil and Administrative Tribunal (VCAT).

Immediate notice for malicious damage or premises unfit for habitation

Where significant damage is deliberately caused by a tenant or their visitor, or accidental damage is sufficient to make the premises unfit for habitation, HousingFirst will serve a notice to the tenant to vacate immediately and an Order of Possession will be sought from VCAT.

Replacement Keys

HousingFirst charges tenants to replace lost or damaged keys. HousingFirst does not charge tenants to replace keys which are faulty, damaged due to normal wear and tear, or if there is evidence the keys have been stolen (in which case, tenants are to provide HousingFirst with a police report so that the key replacement charge can be waived).

Changing locks

HousingFirst encourages tenants to contact HousingFirst prior to any lock change to understand what kind of key is required.

Locks which are operated by an electronic entry system ('fob'), can only be reprogrammed by HousingFirst. Tenants who require their fob to be reprogrammed must contact HousingFirst to organise this.

Tenants can organise a locksmith themselves for locks which are not operated by a fob. The tenant will need to be present to permit access and to collect the new keys. It is a legal duty of the tenant to provide HousingFirst with a set of the new keys.

If there is a bi-lock system at the property, HousingFirst requires tenants to remain on this system. Tenants can request the locksmith to change the key to a different identifying number.

Tenants can request HousingFirst to change the locks or go through a private locksmith. Tenants will be charged for the lock change except in some circumstances as detailed below under *Waiver or reduction of tenant liability*.

Additional keys

If a tenant requires additional keys, they should contact their Housing Officer. Additional keys are provided on a case-by-case basis at the tenant's cost.

Waiver or reduction of tenant liability

HousingFirst may waive liability or reduce the cost tenant charges after consideration of mitigating factors that may include:

- A physical or psychiatric condition of the tenant (supported by medical evidence) that substantially contributed as a cause of the damage
- A disability (supported by medical evidence) that substantially restricted the tenant from preventing the damage
- A police report indicating that the damage was caused by a person who had not been invited onto the premises by the tenant
- Circumstances in which it would be unreasonable for HousingFirst to recover the cost of the damage from the tenant, for example family violence (see Family Violence Policy)

Support worker involvement

If a tenant has provided consent for HousingFirst to contact a support worker, HousingFirst will attempt contact prior to serving any notices, to inform them of the actions being considered by HousingFirst.

Related information

- HousingFirst Financial Hardship and Temporary Absence Policy
- HousingFirst Rent Setting Policy
- HousingFirst Reviewing Rent policy
- HousingFirst Rental Bonds policy
- HousingFirst Family Violence Policy
- HousingFirst Complaints and Appeals Policy
- Housing Act 1983 (Vic)
- Residential Tenancies Act 1977 (Vic)
- 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	1	Review frequency	24 months
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