

Starting a Tenancy Policy

1. Purpose

This policy explains how HOME in PLACE will start a tenancy.

2. Scope

This policy applies to all new tenancies with HOME in PLACE.

3. Policy Statement

HOME in PLACE is a social and affordable housing landlord with a commitment to service delivery. HOME in PLACE complies with the requirements of the *Residential Tenancies Act 2010* (NSW). When an applicant accepts an offer of housing HOME in PLACE will ensure the acceptance is acted on promptly by arranging an appointment with the applicant to sign a Residential Tenancy Agreement. HOME in PLACE will not include any unnecessary conditions in Residential Tenancy Agreements and will ensure that all applicants understand their rights and responsibilities when starting a tenancy and signing a Residential Tenancy Agreement.

Applicants have the right to have support persons, advocates and interpreters with them at the time of signing the Residential Tenancy Agreement and to seek advice prior to signing.

There may be other programs that have specific arrangements which may vary from this policy.

Guiding Principles

HOME in PLACE will start tenancies in a way that:

- Creates a positive and sustainable relationship with our tenant;
- Ensures tenants are informed about their legal rights and responsibilities as a tenant;
- Tell tenants about HOME in PLACE policies and where they can access them;
- Ensure that HOME in PLACE meets our legal and policy requirements when a new tenancy begins.

Signing a Residential Tenancy Agreement

The tenant will sign a Residential Tenancy Agreement, the agreement is between HOME in PLACE as the landlord and the tenant. Rent will start from the first day of the agreement. HOME in PLACE will explain the agreement to the person. Tenants will receive:

- A copy of the signed Residential Tenancy Agreement;
- Ingoing Property Condition Report – two (2) copies to be completed, one (1) to be returned to HOME in PLACE and the other retained by the tenant for their records;
- Other information that relates to the tenancy.

Length of Lease

The length of a lease will depend on the program type for the property.

General Social Housing

Most HOME in PLACE properties are capital or leasehold and are offered as part of HOME in PLACE General Social Housing Program. Eligibility is determined through Housing Pathways, the common access system for social housing.

Leases for social housing are generally for a period of 26 weeks, leases usually roll over into a continuing lease after the fixed term has expired, unless the tenant or HOME in PLACE seeks to end the lease.

Transitional Tenancies

For some supported housing programs and transitional housing, HOME in PLACE will sign a fixed term lease and review the tenancy before the end of the fixed term. HOME in PLACE and the tenant will continue to sign fixed term leases until the tenant is able to move to independent long-term housing or is no longer eligible for the program.

Affordable Housing Programs

Affordable Housing provides properties for moderate income, working households through several different programs. Leases are generally for an initial fixed term period of 26 weeks. Some Affordable Programs may have leases of 52 weeks. Tenants must remain eligible for the program to remain in the property.

Fee for Service Program

HOME in PLACE manages some properties on a fee for service basis on behalf of the property owner, this means HOME in PLACE becomes the property manager. In this program HOME in PLACE takes instructions from the property owner on all property management matters.

Clients under 18 years of age

Generally, an applicant must be at least 18 years of age before HOME in PLACE can consider them for social housing. However, HOME in PLACE will consider applicants between 16 and 18 years of age if:

- They meet all the general eligibility criteria for social housing;
- They have an income;
- Social housing is the best way to meet their accommodation needs;
- HOME in PLACE is satisfied they can meet their tenancy obligations.

4. Responsibilities

All HOME in PLACE workers have an obligation to:

- familiarise themselves with and ensure they have a clear understanding of HOME in PLACE policies and procedures,
- observe and implement such policies, and associated procedures in delivering services to HOME in PLACE clients,
- inform HOME in PLACE's clients of the impact of this policy on them and assist them to understand their rights and obligations, as required,
- identify issues that require amendment to this policy document and complete the relevant documentation to propose any amendments, and
- report breaches of HOME in PLACE's policies or procedures.

The relevant Group Executive Manager is ultimately responsible to:

- ensure all stakeholders within their area of responsibility are informed about HOME in PLACE Policies and Procedures,
- ensure appropriate processes and controls are implemented to enable the correct application of and adherence to relevant policies and procedures, and
- ensure appropriate processes and controls are implemented to enable breaches of approved HOME in PLACE's Policy and Procedures to be reported and managed.

5. Implementation and Review

This policy is listed on HOME in PLACE's Controlled Documents Register and is a controlled document requiring approval of any changes. It may not be amended or shared outside HOME in PLACE without approval. The policy is reviewed regularly and published on HOME in PLACE's SharePoint intranet once approved. Employees receive communications and training on new and reviewed policies and procedures.

HOME in PLACE complies with relevant contractual compliance obligations and jurisdictional laws and regulations when implementing this policy. Confirmation of internal compliance with this policy is undertaken regularly.

It is the responsibility of HOME in PLACE Group Executive Services (GESAdmin@homeinplace.org) to maintain and update the HOME in PLACE's Master Policy Document, Policy Directory and the Policy Review Register, administer the review and approval process and inform and distribute new and amended policies and procedures once approved (refer PROC-011 Policy and Procedure Development Approval).

HOME in PLACE Workers should refer to [SharePoint Company Documents Policy and Procedure site](#) for the latest version which takes precedent over any uncontrolled version. If this document is printed, downloaded, or saved elsewhere from this site it becomes an uncontrolled version.

For further information contact the Responsible Officer listed under Document Information.

6. Resources and related documents

Related documents

- Residential Tenancy Agreement
- Rent Policy
- Tenant Sign Up Checklist

Related legislation/standards

- Residential Tenancies Act 2010 (NSW)
- Residential Tenancies Regulations 2010 (NSW)
- Community Housing Rent Policy

7. Definitions

Please refer to HOME in PLACE Glossary of Definitions for Policies and Procedures. Terms and definitions identified below are specific to this policy and are critical to its effectiveness:

Term	Definition
Appeals	A Community housing appeal is defined as ‘any expression of dissatisfaction with a decision made by a social housing provider to provide or not provide a service (such as housing, transfer or priority on the housing register) or, a decision relating to a tenant or service user’s dissatisfaction of a decision made by the organisation.’ An application for a decision to be reversed or overturned. Includes but is not limited to: • Allocation decisions; • Level of rent or rent subsidy; • Eligibility for a housing transfer; • Permission to undertake modifications; • Permission to keep pets; • Calculation of water charges;
Applicant	A person approved for social housing
Compass	Compass Housing Services Co. Ltd. Trading as HOME in PLACE and includes its related body corporate (as defined by section 9 of the <i>Corporations Act 2001</i> (Cth)) and as a charity with the Australian Charities and Not-for-profit Commission (ACNC) .
Complainant	Person with a Complaint ongoing with HOME in PLACE.
Complaints	An expression of dissatisfaction with an aspect of the services provided by [Organisation], where the complainant is unhappy with the standard or type of service. Types of Complaint include: <ul style="list-style-type: none"> • Where HOME in PLACE have failed to provide or there has been a delay or problem in providing a service; • Where HOME in PLACE have failed to follow or have been unfair or inconsistent in applying our policies or procedures. • Where HOME in PLACE have failed to keep Tenants informed, through lack of or insufficient information • Where there has been inappropriate behaviour or attitude from a HOME in PLACE Employee or contractor.
Director	Has the same meaning as defined in the Corporations Act 2001 Part 1.2 Division 1 Section 9 Dictionary in Australia and as defined in the Companies Act 1992 Part 1 Section 2 Interpretation .

Term	Definition
Director	Has the same meaning as defined in the Corporations Act 2001 Part 1.2 Division 1 Section 9 Dictionary in Australia and as defined in the Companies Act 1992 Part 1 Section 2 Interpretation in New Zealand
Employee	A person engaged under an employment agreement or award by any company in the HOME in PLACE Group.
Executive Manager	Many positions within HOME in PLACE include the title “Executive Manager”. Regardless of whether an Executive Manager heads a Business Unit, the delegated authority of each Executive Manager depends on the functions and reporting relationship of the Business Unit for which the Executive Manager is responsible. Executive Managers should refer to the document HOME in PLACE Organisational Chart in Terms of Levels of Delegated Authority for confirmation of the band of authority they hold.
HOME in PLACE	Compass Housing Services Co. Ltd. Trading as HOME in PLACE and includes its related body corporate (as defined by section 9 of the <i>Corporations Act 2001</i> (Cth)). This includes Compass Housing Services Co (Queensland) Ltd Trading as HOME in PLACE and Compass Housing Services Co (Victoria) Ltd Trading as HOME in PLACE both of which are a wholly owned subsidiary of Compass registered in Australia.
HOME in PLACE (New Zealand)	HOME IN PLACE (NEW ZEALAND) LIMITED (formerly Compass Housing Services (NZ) Co Ltd) is registered in New Zealand under the Companies Act and as a charity registered with Charities NZ under the Charities Act
HOME in PLACE Group	The corporate structure that includes HOME in PLACE (as the Parent Company) and the boards of Subsidiary Companies, Governance Committees and advisory groups as created from time to time.
Independent contractor	means a party engaged directly by HOME in PLACE pursuant to a contract for services. In the context of workforce engagements, this includes sole traders, companies, or partnerships with whom HOME in PLACE enters into an agreement for the provision of specified individuals to supply specific skills, services, or consultancy arrangements. It does not include individuals engaged through labour hire agencies. Independent contractors are not employees of HOME in PLACE.
Landlord	The person who grants the right to occupy a property under a Residential Tenancy Agreement
NSW Civil & Administrative Tribunal (NCAT)	An independent statutory body that resolves disputes including tenancy disputes. Order made by the NCAT are enforceable
Officer	Has the same meaning as defined in the Corporations Act 2001 Part 1.2 Division 1 Section 9 Dictionary in Australia and as defined in the Companies Act 1992 Part 1 Section 2 Interpretation in New Zealand
Parent Board	The current directors of HOME in PLACE.
Parent Company	HOME in PLACE
Residential Tenancy Agreement	A legal agreement between a tenant and landlord
Stakeholder	person or organisation that can affect, be affected by, or perceive themselves to be affected by a decision or activity, may also be called ‘interested party’.
Subsidiary Boards	The appointed board of directors of a Subsidiary Company.

Term	Definition
Subsidiary Company	A company in which HOME in PLACE owns all or at least a majority of the shares.
Tenant	A person who signs the Residential Tenancy Agreement with HOME in PLACE
User	any person or entity that use HOME in PLACE Information or ICT Assets.
Worker (HOME in PLACE)	has the same meaning as defined in the NSW Work Health and Safety Act 2011 No 10 Subdivision 2 Part 7 Meaning of 'worker' (1) A person is a worker if the person carries out work in any capacity for a person conducting a business or undertaking, including work as: <ul style="list-style-type: none"> • an employee, or • an independent contractor or subcontractor, or • an employee of a contractor or subcontractor, or • an employee of a labour hire company who has been assigned to work in the person's business or undertaking, or • an outworker, or • an apprentice or trainee, or • a student gaining work experience, or • a volunteer, or • a person of a prescribed class.
Worker (HOME in PLACE QLD)	is 'a person who works under a contract and, in relation to the work, is an employee for the purpose of assessment for PAYG withholding under the Taxation Administration Act 1953 (Cwlth), schedule 1, part 2-5'. This applies to a person for whom PAYG tax instalments are required or would be required to be withheld by their employer.
Worker (HOME in PLACE VIC)	A worker is defined as an individual: <ul style="list-style-type: none"> • who <ul style="list-style-type: none"> – performs work for an employer or – agrees with an employer to perform work • at the employer's direction, instruction or request, whether under a contract of employment (whether express, implied, oral or in writing) or otherwise or • who is deemed to be a worker by the legislation.

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