

Occupancy of Property Policy

1. Purpose

This document defines HOME in PLACE approach to occupancy of HOME in PLACE properties, including tenant occupancy, additional occupants and visitors.

2. Scope

This policy applies to all tenants and household members of HOME in PLACE properties.

3. Policy Statement

HOME in PLACE recognises that social and affordable housing is a limited resource and in high demand. HOME in PLACE expects tenants to live in their property in accordance with the obligations of their Residential Tenancy Agreement.

HOME in PLACE recognises the changing needs of tenants in relation to their tenancy and the property they live in. HOME in PLACE is committed to addressing the changing needs of tenants and will endeavour to meet their needs in the most appropriate way.

Personal Occupancy

It is a term of the Residential Tenancy Agreement that the tenant will personally occupy the property at all times. If a tenant is required to be away from the property for more than four (4) weeks, they must, where possible, notify HOME in PLACE and apply for approval to be absent from the property.

Visitors

A visitor is a person who temporarily stays at the property at the invitation of the tenant. Visitors can stay for a maximum of 28 days only. If the tenant wants the visitor to stay longer, the tenant must apply to HOME in PLACE for approval to extend the stay. HOME in PLACE will only consider extensions in exceptional circumstances. If the tenant allows the visitor to remain at the property for longer than 28 days without approval, the tenant may be in breach of their Residential Tenancy Agreement for allowing unauthorised occupant(s) to reside at the property.

Additional Occupant(s)

Tenants are allocated properties based on their household size and are charged rent and water usage based on the combined household income. When a tenant signs a Residential Tenancy Agreement the agreement states the maximum number of people who can occupy the property. This number is based on a number of factors relative to the type and location of the property, including health and safety issues, household composition including age and gender of household members.

Application for Additional Occupant(s)

When a tenant wants to add an additional person to their household, they are required to complete an Additional Occupant application form and submit this to HOME in PLACE before the person moves into the property. The application must include income details for the proposed additional occupant(s).

Assessing Application for Additional Occupant(s)

HOME in PLACE will assess applications for additional occupant(s) fairly and transparently. The assessment of applications will consider:

- The tenant's rent and non-rent accounts are up to date;
- Approval of the application will not cause overcrowding;
- The proposed additional occupant meets the criteria to live in social housing;
- The proposed additional occupant does not have a poor record of tenancy with HOME in PLACE or another housing provider;
- The proposed additional occupant is not an unsatisfactory former tenant or ineligible former tenant;
- A nuisance or annoyance will not occur by approving the additional occupant;
- The proposed new household composition is suitable for the type of property;
- The proposed additional occupant does not owe money to HOME in PLACE from a previous tenancy, or has made acceptable arrangement to repay the debt; and
- The proposed additional occupant has finalised any current tenancy they may have with another social housing provider.

Approval of Additional Occupant(s)

If the application for the additional occupant(s) is approved HOME in PLACE will:

- Notify the tenant in writing outlining their responsibilities for the additional occupant; and
- Recalculate the rent based on the household income.

Declining the Application for Additional Occupant(s)

If, based on the information available, HOME in PLACE declines the application for additional occupant(s) HOME in PLACE will:

- Inform the tenant in writing;
- Provide reasons for declining the application; and
- Provide information on HOME in PLACE's 'review of decisions' process.

Unauthorised Occupants

If the tenant does not apply in writing for approval to house an additional occupant(s), and HOME in PLACE has reasonable grounds to believe there is a non-approved occupant(s) living at the property, HOME in PLACE will give the tenant 14 days to submit an application for the person(s) to become an additional occupant or move out of the property. If the tenant does not submit an application or the unauthorised person does not leave the property, HOME in PLACE will cancel the tenant's rent subsidy and they will be charged market rent.

Household Members Vacating the Property

If a household member leaves the property, the tenant must notify HOME in PLACE and provide evidence that the former household member has vacated, the types of evidence HOME in PLACE will accept includes:

- A Residential Tenancy Agreement in the name of the vacated tenant;
- Recent utility or telephone bills in the name of the vacated tenant;
- Driver's licence or government issued Photo Card (ID card) with the address;
- Statutory Declaration.

When confirmation is received HOME in PLACE will recalculate the rent based on the remaining household income and advise the tenant of any change in rent payments.

Review of Decisions

If a tenant does not agree with a decision HOME in PLACE has made, they should first discuss this with a Tenancy Relations Officer. If the tenant is still dissatisfied, they have the right to lodge an appeal for a formal review of the decision. Appeal Request forms are available on the HOME in PLACE website or by contacting a HOME in PLACE branch.

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

- Application for Additional Occupant form
- Residential Tenancy Agreement
- Rent Subsidy form
- Absence from Property Policy
- Ending Tenancy Policy

Related legislation/standards

- Residential Tenancies Act 2010 (NSW)
- Residential Tenancies Regulations (NSW)
- Housing Act 2001
- Residential Tenancy Agreement

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 |
|-------------------------------------|--|
| Appeal | A request to review a decision made by HOME in PLACE that the tenant is dissatisfied with |
| 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; |
| Approved Additional Occupant | A person, in addition to the tenant, who is approved by HOME in PLACE to live in the property |
| 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 . |
| 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 |

| Term | Definition |
|---|---|
| | 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. Orders 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 | The written agreement between HOME in PLACE and the tenant |
| 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. |
| 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 |

| Term | Definition |
|-----------------------------------|---|
| | <ul style="list-style-type: none"> • 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) | <p>A worker is defined as an individual:</p> <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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