

Rental Bonds Policy

1. Purpose

This policy explains how HOME in PLACE will manage the collection of rental bonds.

2. Scope

This Policy applies to all HOME in PLACE Tenants and Applicants.

3. Policy Statement

HOME in PLACE will always require a rental bond to be paid at the time of signing the Residential Tenancy Agreement. This policy outlines HOME in PLACE's approach to assessing, transferring and refunding rental bonds.

HOME in PLACE will comply with the requirements of the Residential Tenancies Act 2010 and will consider a tenant's individual circumstances.

Assessment

Rental bonds will be assessed at the equivalent of four (4) weeks market rent payable on the property.

Payment of rental bonds

For all properties in the Affordable portfolio, rental bonds must be paid in full at the time the Residential Tenancy Agreement is signed by the tenant.

For properties in the general Social Housing portfolio and in circumstances where tenants are experiencing financial difficulties, HOME in PLACE will negotiate a payment plan for the rental bond to be paid by instalments. Depending on the amount of rental bond due, HOME in PLACE will calculate the instalments to be paid in full within six (6) or twelve (12) months of the commencement of the tenancy.

Rental bonds will be lodged with the Rental Bond Board in accordance with the Residential Tenancies Act 2010.

Transfer of rental bonds

If a tenant transfers from one HOME in PLACE property to another, and if there are no outstanding debts for the tenancy, HOME in PLACE will administer the transfer of the rental bond to the new tenancy. If there is outstanding debt, the tenant and HOME in PLACE can agree to settle the debt from the rental bond held at the Rental Bond Board. A tenant will be required to pay any outstanding amount that is not transferred from the existing bond, to another rental bond for the new property to the value of the bond for the new property.

Refund of rental bonds

When a tenancy ends and there are no outstanding debts, for example, unpaid rent or non-rent charges, HOME in PLACE will process the bond refund application in a timely manner. If there is outstanding debts, HOME in PLACE will discuss this with the tenant to arrange for this debt to be paid.

Rental bond disputes

If there is disagreement about how a rental bond should be dispersed at the end of the tenancy, HOME in PLACE will work with a tenant to resolve any disputes, however, if a dispute cannot be resolved, then either HOME in PLACE or the tenant can make an application to the NSW Civil & Administrative Tribunal (NCAT). NCAT is a statutory body that manages disputes between landlords and tenants, including disputes about rental bonds. If a dispute arises, the rental bond will be frozen until such time as the NCAT makes orders.

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 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 SharePoint 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

- Rental Bond Lodgement form
- FOR-129 Claim for bond
- FOR-035 Debt Repayment Plan

Related legislation/standards

- Residential Tenancies Act 2010 (NSW)
- Residential Tenancies Regulations 2010 (NSW)

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;
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.

Term	Definition
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.
Employee	A person engaged under an employment agreement or award by any company in the HOME in PLACE Group.
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)).
Landlord	The person who grants the right to occupy a property under a Residential Tenancy Agreement
Non-rent charges	Any charges that are not rent, for example, water usage, repairs/maintenance
NSW Civil & Administrative Tribunal (NCAT)	An independent statutory body that resolves disputes including tenancy disputes. Orders made by the NCAT are enforceable.
Property	The property described in the Residential Tenancy Agreement
Rental Bond	Money paid by a tenant at the start of the tenancy as financial protection for the landlord in case the tenant breaches the agreement
Residential Tenancy Agreement	Written agreement between the tenant and HOME in PLACE
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'.
Tenant	A person who signs the Residential Tenancy Agreement with HOME in PLACE
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 • a 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.

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