

Starting a Tenancy Policy (QLD)

1. Purpose

This policy explains how HOME in PLACE (Queensland) (HOME in PLACE QLD) will start a tenancy.

2. Scope

This policy applies to all new tenancies in the HOME in PLACE portfolio.

This is a group policy and applies to HOME in PLACE and the Group of entities it controls (HOME in PLACE Group). References to HOME in PLACE in this policy refer to all HOME in PLACE Group companies unless specified otherwise.

The policy applies to all workers, directors and members of HOME in PLACE decision-making committees and advisory bodies. The policy applies to third parties engaged to carry out activities on behalf of HOME in PLACE if stipulated by agreements.

3. Policy Statement

HOME in PLACE QLD is a social and affordable housing landlord with a commitment to service delivery. HOME in PLACE QLD complies with the requirements of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and the Regulations. When an applicant accepts an offer of housing HOME in PLACE QLD will ensure the acceptance is acted on promptly by arranging an appointment with the applicant to sign a tenancy agreement. Applicants have the right to have support persons, advocates and interpreters with them at the time of signing the tenancy agreement and to seek advice prior to signing.

Guiding principles

HOME in PLACE QLD will start tenancies in a way that:

- Creates a positive and sustainable relationship with tenants;
- Provides tenants with information about their rights and responsibilities;
- Tell tenants about HOME in PLACE QLD policies and where they can access them;
- Ensures that HOME in PLACE QLD meets its legal and policy obligations.

Signing a tenancy agreement

The tenancy agreement is between HOME in PLACE QLD as the landlord and the tenant. Rent will start from the first day of the agreement. The tenant will receive:

- A copy of the signed tenancy agreement;
- Two copies of the Entry Condition Report;
- Other information relating to the tenancy.

Length of lease

HOME in PLACE QLD manages both social and affordable housing programs, the length of the lease will depend on the program type for the property. This information will be provided to the applicant at the time of viewing the property.

Additional terms

Any additional terms included in a General Tenancy Agreement by HOME in PLACE QLD will not contravene the rights of the tenant afforded by the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) or other relevant legislation.

HOME in PLACE QLD may include the following terms:

- Rent review - the tenant will provide verification of his/her household income to HOME in PLACE QLD annually as per the Department of Communities, Housing and Digital Economies' Community Housing Rent Policy or as otherwise required by HOME in PLACE QLD;
- Additional occupants - the tenant shall notify HOME in PLACE QLD if any additional person occupies the property on a permanent basis;
- Income variation - the tenant shall notify HOME in PLACE QLD within 14 days of any changes to their income;
- Personal occupancy - it is a requirement of this lease that the tenant shall personally occupy the dwelling;
- Leasehold properties - where the property is a leasehold property, any additional terms included by the landlord/owner of property will be included as additional terms in HOME in PLACE QLD agreement with the tenant.

Joint Tenancies and Share Households

Tenants in joint tenancies will be named as tenants on the General Tenancy Agreement with each tenant having the same rights and responsibilities. HOME in PLACE QLD must be notified of any changes to the household.

Adult members of a shared housing arrangement will be issued with a separate General Tenancy Agreement (Form 18A). If a vacancy exists in a shared housing property, the support partner who has nomination rights will nominate a new tenant. Any disputes between residents and/or neighbours, will be resolved by the support partner.

Sign up will not proceed

A lease signing will not proceed in the following circumstances:

- There is doubt that the person attending the sign-up appointment is actually the client who has been offered the tenancy.
- The client appears to be intoxicated or under the influence of drugs.
- The client is behaving aggressively and causing a risk to others.

- It becomes apparent that the client does not understand what is going on (whether due to language difficulties or incapacity).
- The client states that they no longer want to accept the offer of housing and/or the type and length of lease offered.
- It becomes apparent during the sign-up appointment that the property will not adequately meet the client's known housing and locational needs.
- The client does not have all required documents for sign up (such as identification, proof of income, etc.).
- Both participants of a joint tenancy are not present.
- Information on the Sign up Declaration conflicts with the client's eligibility for housing.
- The client is not willing to engage in completing a Tenancy Plan as required by the Department of Housing and Public Works for all Transitional Tenancies only.

Review of decisions

If a tenant is dissatisfied with a decision or service provided by HOME in PLACE QLD, they should first talk to a Tenancy Relations Officer. If they are still dissatisfied, they may seek a review of the decision or service or for disputes relating to access.

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 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

- General Tenancy Agreement
- Rent Policy
- Entry Condition Report
- Tenant Sign Up Checklist

Related legislation/standards

- Department of Communities, Housing and Digital Economies' Community Housing Tenancy Management Policy
- Residential Tenancies and Rooming Accommodation Act 2008 (Qld)
- Housing Act 2003
- Housing Regulation 2005
- Social Housing Program Specifications

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 Corporations Act 2001 (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: • 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 1993 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 Corporations Act 2001 (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

Term	Definition
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.
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 1993 Part 1 Section 2 Interpretation in New Zealand
Parent Board	The current directors of HOME in PLACE.
Parent Company	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'.
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.
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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