

# Tenant Charges Policy

## 1. Purpose

To explain how HOME in PLACE (Australia) Limited will identify and manage liability for damage or services to a property.

## 2. Scope

This policy applies to all HOME in PLACE tenants. The policy only applies to tenant charges incurred as a result of property damage and property care issues.

## 3. Policy Statement

HOME in PLACE provides tenants with properties that are clean, safe and functional.

Tenants are responsible for reporting any damage or maintenance required to HOME in PLACE in a timely manner. Making timely reports means that properties are adequately maintained, and maintenance costs minimised over the longer term. HOME in PLACE will manage tenant charges in a fair and transparent manner and in accordance with its obligations under the Residential Tenancies Act 2010 (NSW).

Tenants are expected to take good care of the premises and keep them reasonable clean.

Tenant damage is defined as damage that is the result of the deliberate action or negligence of a tenant, household member or visitor.

Not all damage is caused deliberately or through neglect. Fair wear and tear means damage that happens to a property through ordinary day to day use of the property by the tenant, for example, carpet becomes worn over time from people walking on it.

### Managing Tenant Charges

Under the NSW Residential Tenancies Act 2010, landlords and tenants have responsibilities in relation to the property.

#### *HOME in PLACE responsibilities:*

- Abide by the terms and conditions of the Residential Tenancy Agreement and ensure the property is safe, clean and functional;
- Conduct periodic inspections throughout the tenancy;
- Conduct a final inspection with the tenant (where possible) when the tenant vacates the property and complete a Property Condition Report;
- Collect and record information, including photographs, showing the type of damage and how it may have occurred;

Title	Tenant Charges Policy	POL-025-29	Version	V1.1	Last Review	18/12/2019	Page 1 of 4
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- Provide the tenant with written notice of the damage/cleaning when HOME in PLACE considers this is the responsibility of the tenant
- Provide the tenant with the opportunity to remedy any damage by arranging repairs;
- Ensure that recovery the costs of repairs/maintenance is managed fairly and transparently.

## *Tenant responsibilities*

- Abide by the terms and conditions of the Residential Tenancy Agreement;
- Take good care of the property and keep it reasonably clean;
- Tell HOME in PLACE as soon as possible if the property has been damaged or there is a maintenance issue;
- Pay any costs for damage that is the result of a deliberate action or caused by the negligence of the tenant, household member or visitor;
- Comply with NSW Civil & Administrative Tribunal (NCAT) orders to pay the cost of repairs or cleaning or other charges;
- Report to the police any damage that is suspected to have resulted from criminal activity, for example, break and enter, vandalism or domestic violence;
- When they vacate, the property is restored to the condition it was in at the start of the tenancy except for fair wear and tear.

The following types of damage or services may incur tenant charges:

- Broken windows
- Holes in doors, walls, cabinetry;
- Burns or other damage to carpets beyond fair wear and tear;
- Broken and damaged clothesline;
- Broken locks or where keys have not been returned at the end of tenancy;
- Damaged/missing doors and screens;
- Damage to toilets and basins;
- Sewer chokes caused by items flushed down the toilet, such as wipes, nappies, toys;
- Costs associated with the removal of tenant property at the end of the tenancy;
- Unauthorised alterations to the property;
- End of tenancy cleaning;
- Call out fees (where a tenant is not available for pre-arranged trade attendance)

## *Determining responsibility*

Damage to the property that is the tenant's responsibility includes:

- Damage that is intentional;
- Failure to take care to prevent damage (neglect);
- Failure to keep the property reasonably clean;
- Failure to respond the property to the condition it was in at the start of the tenancy, allowing for fair wear and tear;
- Intentional damage, or neglect leading to damage, that is caused by any member of the household, pets or any visitor who enters the property with the tenant's consent.

Title	Tenant Charges Policy	POL-025-29	Version	V1.1	Last Review	18/12/2019	Page 2 of 4
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To determine who is responsible for the cost of repairing damage HOME in PLACE will:

- Take into account the type of damage and any information the tenant provides when reporting the damage;
- Inspect the property, document and photograph the damage where appropriate;
- Discuss the damage with the tenant and record information the tenant or a third party, including a contractor, gives HOME in PLACE about the possible cause of the damage;
- Consider the condition of the property at the start of the tenancy and any work undertaken during the tenancy;
- Consider fair wear and tear;
- Take into account damage due to an emergency situation where the tenant was at risk;
- Consider all the circumstances of the tenancy.

### *Criminal activity*

HOME in PLACE will consider any damage caused by alleged criminal activity such as:

- Domestic violence;
- Break enter or vandalism.

In circumstances of alleged criminal activity, the tenant will not be charged if the tenant provides sufficient evidence, for example;

- The activity has been reported to the NSW Police;
- Police report;
- Witness/victim statements
- Police event number;
- Statutory declaration outlining how the damage was caused;
- The damage is reported to HOME in PLACE and evidence is provided within 14 days of the damage occurring.

NOTE: A police event number on its own will not be accepted as sufficient evidence of alleged criminal activity.

## **Repeated or serious incidents of tenant damage**

When HOME in PLACE has sufficient evidence of repeat or serious incidents of damage to a property that a tenant is responsible for, HOME in PLACE will immediately take action in the NCAT to obtain a specific performance order and/or a money order. In some circumstances, HOME in PLACE may take action to end the tenancy.

## **Recovering outstanding tenant charges**

HOME in PLACE will work with tenants to find the most appropriate means of paying outstanding tenant charges. This includes:

- The tenant entering into a payment plan to repay the charges;
- Taking action at the NCAT for a money order.

Title	Tenant Charges Policy	POL-025-29	Version	V1.1	Last Review	18/12/2019	Page 3 of 4
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Debts outstanding when a tenancy ends will be managed through the NCAT.

## 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. Definitions and Acronyms Glossary

For clarification of any definitions or acronyms contained within this document, please click on the [Glossary](#) for information.

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Title	Tenant Charges Policy	POL-025-29	Version	V1.1	Last Review	18/12/2019	Page 4 of 4
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