Tenant Charges Policy

1. Purpose

This policy explains what tenant charges are and how HOME in PLACE will manage them.

2. Scope

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

What are tenant charges

Tenant charges are costs for repairing damage to a property or performing maintenance work that the tenant is responsible for, this includes damage to the property caused by the tenant, household members, pets or guests as well as damage caused by a law enforcement agency executing a search warrant.

If a tenant is responsible for repairing damage or performing work at the property and HOME in PLACE arranges the repairs or work these charges will be passed onto the tenant.

Managing Tenant Charges

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

The information contained within this document is privileged and only for the intended purpose. It may not be used, published or redistributed without prior written consent

HOME in PLACE responsibilities:

- Abide by the terms and conditions of the TEMP-012 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;
- 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; and
- 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 or accidental action or caused by the negligence of the tenant, household member or visitor;
- Comply with any 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; and
- 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; and
- Call out fees (where a tenant is not available for pre-arranged trade attendance)

The information contained within this document is privileged and only for the intended purpose. It may not be used, published or redistributed without prior written consent

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;
- Accidental damage to the property that is caused by the tenant, any member of the household, pets or any visitor who enters the property with the tenant's consent;
- Not returning the property to its original condition, except for fair wear and tear; and
- 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.

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 by referencing the ingoing Property Condition Report and Routine Inspection reports and repair history;
- Consider fair wear and tear;
- Take into account damage due to an emergency situation where the tenant was at risk; and
- Consider all the circumstances of the tenancy.

Damage caused by domestic violence events

If damage is caused by domestic violence the tenant may not be charged if they:

- Are the victim of the offence;
- Report the damage to HOME in PLACE within 14 days of the incident; and
- Provide evidence that they have reported the matter to the NSW Police

Evidence that the incident has been reported to the NSW Police could include a witness/victim statement, Apprehended Violence Order (ADVO), police report or both a police event number and a statutory declaration outlining how the damage was caused. A police event number on its own will not be accepted as sufficient evidence.

Damage caused by other illegal activity

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

- Break and enter vandalism HOME in PLACE will consider each case on its merits before making a decision on who is liable for the damage/costs. The tenant should provide evidence about the event including:
- The activity has been reported to the NSW Police;
- Police report;
- witness/victim statements
- Police event number;

The information contained within this document is privileged and only for the intended purpose. It may not be used, published or redistributed without prior written consent

- Statutory declaration outlining how the damage was caused; and
- The damage is reported to HOME in PLACE and evidence is provided within 14 days of the damage occurring.

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.

Debts outstanding when a tenancy ends may 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 of 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.

'End of document.'

The information contained within this document is privileged and only for the intended purpose. It may not be used, published or redistributed without prior written consent