Vehicle and Parking Policy

1. Purpose

This policy document sets out the approach HOME in PLACE (Australia) Limited will adopt in respect of the use of car parking space, abandoned and nuisance vehicles. (*Vehicles include cars, motorbikes, caravans, trailers, boats and remains of vehicles including parts and accessories.)*

2. Scope

This policy applies to all properties owned and/or managed by HOME in PLACE.

3. Policy Statement

HOME in PLACE owns and manages various types of properties. To ensure that parking and vehicles are managed appropriately the following applies.

Single Dwelling Properties

Single dwelling properties may have off street parking, a garage or carport available for tenants. Vehicles are to be maintained and parked in designated areas. Vehicles are not to be driven across lawns or parked in yards or gardens.

Multi-unit Dwellings – Allocated Parking

Some complexes have allocated parking for tenants. Where there is allocated parking, this will be clearly stated on the residential tenancy agreement between HOME in PLACE and the tenant, this parking if for the use of the tenant occupying the property. This parking is not for use by visitors (with exception of emergency vehicles).

Multi-unit Dwellings No Allocated Parking

Where there are fewer parking spaces or garages than dwellings or no parking provisions at all, the use of a vacant parking space will be on a first come first serve basis, no one tenant, or other household member, will have exclusive use of the space. If there is no car parking available with the tenancy, this will be clearly noted in the residential tenancy agreement. Any available parking space is not for use by visitors, with exception of emergency vehicles.

Parking for Emergency Vehicles

Some dwellings/complexes will have designated emergency and/or visitor parking, tenants and other household members are not permitted to park in emergency vehicle spaces or visitors parking spaces, and this will be viewed as unauthorised parking and a breach of the residential tenancy agreement.

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Parking for Visitors

Some complexes may have designated visitor parking. This parking is specifically for visitors and not for tenants or other household members. Use of these parking spaces by tenants or other household members will be viewed as unauthorised parking and a breach of the residential tenancy agreement. Where no designated visitor parking exists, visitors are required to park outside of the complex, in a way that does not block any entry or exit or access to common areas.

Designated Disabled Parking

Designated disabled parking spaces are specifically for those tenants who have mobility and/or health issues. Unauthorised use of these spaces will be viewed as a breach of the residential tenancy agreement.

HOME in PLACE will consider requests for designated disabled parking such requests must be supported by medical evidence and will be assessed by HOME in PLACE. There will be circumstances where such requests cannot be approved due to the lack of parking.

Tenants can apply for a designated parking space by submitting a FOR-040 Tenant Car Parking Application Form. This application will require evidence such as a medical certificate or mobility parking permit to substantiate the request.

Abandoned Vehicles & Vehicles Causing a Nuisance

Tenants and HOME in PLACE are responsible for taking reasonable precautions to prevent vehicles from being left, stored or abandoned on HOME in PLACE properties.

A tenant will be in breach of their tenancy agreement if they, or a member of their household, stores or abandons a vehicle on common property.

HOME in PLACE will investigate the ownership of abandoned vehicles on HOME in PLACE properties, every effort will be made to identify and contact the owner of the vehicle and provide them with an opportunity to remove the vehicle, if the vehicle is not removed, where appropriate, HOME in PLACE may:

- Seek an order from the NSW Civil & Administrative Tribunal (NCAT) to remove and/or dispose of the vehicle, or for the tenant to remove it.

HOME in PLACE will treat a vehicle as abandoned if:

- It is causing a health or safety hazard;
- It is left by a current or former tenant; and
- The owner cannot be found and HOME in PLACE has made every reasonable effort to establish the owner's identity and location.

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When a Vehicle May Cause a Breach of the Tenancy Agreement

A tenant will be in breach of their tenancy agreement where a vehicle

- Causes a nuisance to other residents because it is blocking access to common areas, including derelict vehicles left in resident car park spaces;
- Interferes with the comfort of surrounding neighbours because it is occupying care spaces allocated to visitors;
- Represents a hazard because it is in a state of disrepair and has been left in a common area or resident car space; and
- When the vehicle is driven and/or parked across lawns or gardens.

Review of Decisions

If a tenant is dissatisfied with a decision made by HOME in PLACE, they should first discuss this with a Tenancy Relations Officer. If the tenant is still dissatisfied, they may seek a review of the decision or lodge an application with the NSW Civil & Administrative Tribunal (NCAT) or Queensland Civil & Administrative Tribunal (QCAT)

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.'

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