

Maintenance and Repairs Charges Policy (VIC)

1. Purpose

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

2. Scope

This policy applies to HOME in PLACE VIC renters who live in properties owned and/or managed by HOME in PLACE VIC. The policy only applies to renter charges incurred as a result of property damage and property care issues.

References to HOME in PLACE in this policy apply to all HOME in PLACE companies and workers carrying out activities on behalf of HOME in PLACE Victoria.

3. Policy Statement

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

Renters are responsible for reporting any damage or maintenance requirements in a timely manner. Making timely reports means that properties are adequately maintained and maintenance cost are minimised over the longer term. HOME in PLACE VIC will manage tenant charges in a fair and transparent manner and in accordance with its obligations under the Residential Tenancies Act 1997.

Renters are expected to take good care of the property and keep the property reasonably clean.

Renter damage is defined as:

- Damage caused deliberately or by negligence by the renter household member or visitor, this includes damage to any common area;
- Call out fees charged by a contractor, where a renter has missed a scheduled maintenance appointment; and
- Replacement of lost keys or providing additional keys.

If a renter is responsible for repairing damage or undertaking a service and HOME in PLACE VIC arranges the repair work, HOME in PLACE VIC will re-charge the renter the cost of this work. Renters will be notified of the charge as soon as possible.

Not all damage is cause 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 renter, for example, carpet becomes worn over time from people walking on it.

3.1. Approach to Repair Charges

- Recover repair charges from tenants in circumstances where repairs to the premises are necessary, as a result of deliberate damage or neglect caused by the tenant, another household member or a visitor who enters the property with the tenant's permission.

And will not seek to:

- Recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a tenant.
- Recover repair charges for instances of family violence or third-party criminal damage.
- Recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced.

The policy may not apply to circumstances where tenants, residents or visitors have caused intentional, extensive, and malicious damage to the property. In these circumstances, HOME in PLACE VIC may serve an immediate notice to vacate and seek an Order for Possession under s243 of the Act.

HOME in PLACE VIC reserves the right to take action in the VCAT to recover costs of repairs in all circumstances.

Repair charges for damage and repairs will be sought from renters in the following circumstances:

Intentional damage to the property

This includes:

- Alterations being made without approval
- Alterations carried out by or on behalf of the renter not conforming to HOME in PLACE VIC requirements
- Fixtures or fittings installed do not meet the required standards of HOME in PLACE VIC
- Floor coverings being removed without the consent of HOME in PLACE VIC
- Malicious damage to the premises
- Punctured internal cabinets, doors and walls
- Sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

Neglectful damage

This includes:

- Broken and damaged clotheslines and hoists
- Broken windows
- Burns or other damage to carpets that cannot be considered fair wear and tear
- Damage caused by neglect
- Damage to toilets, basins, showers, and bathtubs
- Damaged/missing doors and security screens
- Erroneous call outs
- Failure to keep the property in a reasonably clean condition
- Failure to take care to prevent damage to the property
- Pest control
- Compliance with third party instructions:

This includes:

- Instances where emergency services are required to gain access to the premises, the tenant may be invoiced for the cost of any associated damage
- A direction from Victoria Police
- A direction from council by-laws [for example hoarding]
- A direction from the Metropolitan Fire Brigade or the Country Fire Authority
- The premises being damaged or destroyed by fire as a result of the actions of the tenant, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- A compensation or compliance order from VCAT

Conclusion of the tenancy

This includes:

- Approved alterations being made during the tenancy and the premises not being restored to the condition existing at the start of the tenancy or as at completion of the most recent works undertaken by HOME in PLACE VIC (fair wear and tear excepted)
- Broken locks or where keys have not been returned to HOME in PLACE VIC at the end of a tenancy
- End of tenancy cleaning
- Any costs associated with the removal of renter property such as furniture, appliances, personal effects or vehicles left behind at the end of the tenancy

Prior to taking any action in relation to damage to the premises / tenancy breaches, HOME in PLACE VIC will investigate and confirm the renter's responsibility for the damage, including discussing the matter with the renter. HOME in PLACE VIC will undertake a human rights impact assessment before determining whether to issue a tenancy breach relevant to the level of damage at the property.

3.2. Renter Responsibilities

Tenants will:

- Abide by the terms and conditions of their Rental Agreement.
- Take good care of the property and keep it reasonably clean.
- Tell HOME in PLACE VIC as soon as possible if the property has been damaged.
- Pay costs for damage that results from a deliberate action or caused by the negligence of a tenant, household member or visitor and to comply with orders to pay the cost of repairs or cleaning.
- Report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or family violence; and provide HOME in PLACE VIC with an event number.
- Rectify any alterations carried out by the renter before handing the keys back.
- Restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear; and
- Return all keys to HOME in PLACE VIC.

3.3. Rental Provider Responsibilities

HOME in PLACE VIC commits to fulfil its role as rental provider under the RTA. HOME in PLACE VIC will:

- Ensure the premises is in reasonably clean condition prior to a rental agreement commencing, is maintained to a community standard, and never below a habitable standard.
- Inspect the premises at lease every six months.
- Undertake responsive and cyclical maintenance

3.4. Managing Renter Repairs Charges

If HOME in PLACE VIC considers that the renter has breached their responsibilities as outlined in the rental agreement or in this or any other applicable HOME in PLACE VIC policy by damaging the premises, HOME in PLACE VIC will take the following steps to seek to recover repair charges:

- Inspect the premises and complete a report,
- Collect evidence of the damage sustained to the premises, and evidence of how the damage may have occurred, including photos,
- Detail in a transparent and comprehensive manner the repair charges to recover the costs of the repairs and maintenance,
- Provide the tenant in a written notice of the tenant repair and maintenance costs.

3.5. Urgent Repairs

Urgent repairs are not subject to renter repair charges except where due to deliberate damage or neglect caused by the tenant, another household member or a visitor who enters the property with the renter's permission. HOME in PLACE VIC will repair as a matter of urgency the following:

- A burst water service
- A blocked or broken toilet system
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- A failure or breakdown of any essential service or appliance provided by HOME in PLACE Victoria for hot water, water, cooking, heating, or laundering
- Failure or breakdown of the gas, electricity, or water supply
- Any fault or damage in the premises that makes the premises unsafe or insecure
- An appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- A serious fault in a lift or staircase.

3.7 Determining Responsibility for Damage to Premises

To determine who is responsible for the cost of repairing damage to the premises HOME in PLACE VIC will ensure the process is fair, timely and evidence based by:

- Inspecting the premises and documenting the damage where appropriate
- Taking into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property

- Taking into account damage due to fair wear and tear, which HOME in PLACE VIC are responsible to repair
- Taking into account damage due to an emergency situation where there was good cause to believe that the tenant's health and wellbeing was at risk
- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the tenant is required to provide evidence
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases a Police report should be supplied by the tenant.
- Discussing the items of damage with the tenant and recording information the tenant or a third party gives HOME in PLACE VIC Ltd about the possible cause of the damage
- Taking into account the type of damage and any information concerning liability the tenant gives to HOME in PLACE VIC Ltd when reporting the damage

In circumstances of criminal activity the tenant is requested to provide evidence within 2 days, proving the tenant has reported the matter to the Police, such as a Police statement or Police Event Number. Where HOME in PLACE VIC Ltd determines that the damage is a result of intentional damage, mistreatment or neglect, the tenant will be responsible for the cost of repair work. HOME in PLACE VIC Ltd will seek to recover the cost of repairing the damage from the tenant or in certain circumstances, for example where the damage is a result of criminal activity.

3.8 Repayment Agreement

After responsibility has been resolved, HOME in PLACE VIC and the renter will both sign a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments).

Renters may choose to have third party support in resolving and negotiating the matter. During the negotiation, staff will take into account fair wear and tear.

If the renter accepts liability for the identified damage, the claim should be considered a substantiated renter repair charge. The renter may either pay the amount in full or enter into a repayment agreement.

If the renter has vacated the property, the renter repair charge will be held against the bond and any additional amounts owing will be the responsibility of the vacating renter.

Review of Decisions

If a renter disagrees with the amount being charged for repairs/maintenance or disputes their liability for the repairs/maintenance, they should first speak with a Tenancy Relations Officer. If they are still dissatisfied, they may be able to seek a form review of the decision. Renters can also apply to the VCAT for a determination on repair/maintenance charges. Renters will be provided with contact details of services who provided independent tenancy advice.

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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