Tenant Charges Policy

1. Purpose

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

2. Scope

This policy applies to all HOME in PLACE tenancies managed in New South Wales. It applies to tenant charges arising from property damage, cleaning, property care issues, and other loss for which a tenant may be legally responsible for under the Residential Tenancies Act 2010 or the Residential Tenancies Regulations 2019.

3. Policy Statement

HOME in PLACE provides tenants with properties that are reasonably clean, safe, secure and functional, and maintains them in accordance with its responsibilities as a lessor.

Tenants must take reasonable care of the premises, keep them reasonably clean and 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 assess and manage tenant charges in a fair and transparent manner and in accordance with its obligations under the Residential Tenancies Act 2010 (NSW) and the Residential Tenancies Regulations 2019. Tenants are expected to take good care of the premises and keep them reasonably 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.

A tenant charge will only be considered where there is evidence that the tenant is legally responsible for the relevant damage, cleaning, property care issue or loss. Responsibility may extend to conduct by a household member, pet or visitor where provided by law and the Residential Tenancy Agreement.

What are Tenant Charges

Tenant charges are reasonable costs incurred by HOME in PLACE for repairing damage, undertaking cleaning or property care work, replacing missing items, or addressing another loss for which a tenant is legally responsible.

Where HOME in PLACE arranges work that is the tenant's legal responsibility, the reasonable and substantiated cost may be passed on to the tenant. A charge will not include fair wear and tear, pre-existing damage, lessor maintenance obligations or costs not caused by a breach for which the tenant is responsible.

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.

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 Tenancies Act 2010 and Residential Tenancies Regulation 2019 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 the recovery of costs 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

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.

- 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;
- 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;
- Determine whether the available evidence establishes that the tenant is legally responsible, and that their act or omission caused the damage;
- Consider pre-existing defects, deterioration, landlord maintenance obligations and third-party causes;
- 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 the age, condition and remaining useful life of the affected item and apply appropriate depreciation;
- Take into account damage due to an emergency situation where the tenant was at risk; and
- Consider all the circumstances of the tenancy and all relevant domestic abuse protections.

HOME in PLACE will raise a tenant charge only where the available evidence establishes, on the balance of probabilities, that an act or omission for which the tenant is legally responsible caused the damage or loss.

Damage caused by domestic violence events

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

- Are the victim of the offence;
- Notify HOME in PLACE of the damage when it is safe and reasonably practicable to do so; and
- Provide evidence of the domestic abuse that meets the requirements of the Residential Tenancies Act 2010 (NSW), including a declaration in the prescribed form made by a competent person.

Evidence may include a certificate of conviction, a provisional, interim or final Domestic Violence Order, a family violence injunction, or a declaration made in the prescribed form made by a competent person. A competent person may include an eligible registered health practitioner, social worker, approved counsellor,

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.

Australian legal practitioner, or authorised employee of an eligible agency, as defined or prescribed under the act.

Damage caused by other illegal activity

HOME in PLACE will consider any damage caused by other alleged criminal activity such as break and enter or 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;
- Statutory declaration outlining how the damage was caused; and
- The damage is reported to HOME in PLACE as soon as it is safe and reasonably practicable to do so.

A police event number alone may not be sufficient evidence of the alleged criminal activity if NSW Police cannot confirm the nature, circumstances or relevant details of the incident. In these circumstances, HOME in PLACE may request other reasonable available supporting evidence.

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 or by contacting a HOME in PLACE branch.

Recovery action will be suspended while an internal review or appeal is underway and until the tenant has been notified in writing of the outcome. This does not prevent HOME in PLACE from taking urgent action required to protect people or 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.

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.