Tenant Charges Policy (WA)

1. Purpose

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

2. Scope

This policy applies to all HOME in PLACE tenancies and properties managed in Western Australia. It applies to tenant charges arising from property damage, cleaning, property care issues and other loss for which a tenant may be legally responsible under the Residential Tenancies Act 1987 (WA), the Residential Tenancies Regulations 1989 (WA) and the Residential Tenancy Agreement.

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 lessor.

Tenants must take reasonable care of the premises, keep them reasonably clean and notify HOME in PLACE as soon as practicable of any damage or need for maintenance. Timely reporting supports effective repairs and helps minimise further damage and costs.

HOME in PLACE will assess and manage tenant charges fairly, transparently and consistently with the Residential Tenancies Act 1987 (WA), the Residential Tenancies Regulations 1989 (WA), the Residential Tenancy Agreement and relevant HOME in PLACE policies.

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.

Tenants are not responsible for fair wear and tear, pre-existing defects, deterioration through ordinary use, or repairs and maintenance that are the lessor's responsibility. Fair wear and tear includes deterioration that occurs through ordinary day-to-day use, such as carpet becoming worn over time from normal foot traffic.

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.

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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.

Managing Tenant Charges

Under the Residential Tenancies Act 1987 (WA), the Residential Tenancies Regulations 1989 (WA) and the Residential Tenancy Agreement, HOME in PLACE, as lessor, and tenants each 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;
- 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 the recovery of 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;
- Report to the police any damage that is suspected to have resulted from criminal activity, for example, break and enter or vandalism; 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;

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- 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).

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 return the property to the condition it was in at the start of the tenancy, allowing 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;
- Consider damage due to an emergency situation where the tenant was at risk; and
- Consider all the circumstances of the tenancy and all relevant family violence 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 arising from family and domestic violence

HOME in PLACE will manage damage arising from family violence in accordance with the Residential Tenancies Act 1987 (WA). A tenant affected by family violence should notify HOME in PLACE when it is safe and reasonably practicable to do so and may provide evidence permitted under the Act.

- HOME in PLACE will protect the confidentiality of family violence information and will not disclose supporting evidence except as permitted or required by law;

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- HOME in PLACE will consider whether the damage resulted from family violence and whether the tenant is legally responsible for the damage before raising a tenant charge;
- Where liability between co-tenants is disputed, a tenant may apply to the Magistrates Court for orders determining the parties' rights and liabilities, including liability for property damage, unpaid rent and the security bond; and
- HOME in PLACE will take account of any relevant court order when assessing, allocating or recovering a tenant charge.

Evidence may include a family violence restraining order, family court injunction, prosecution notice or indictment, or an approved family violence evidence form completed by a person authorised under Western Australian law. HOME in PLACE will not require a tenant to report family violence to police where the Act permits another form of 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 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 WA Police;
- Police report;
- Witness/victim statements;
- WA Police incident report 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 incident report number alone may not be sufficient evidence of the alleged criminal activity if WA 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 Magistrates Court to obtain an order for repairs or payment of repairs charges. 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; or
- HOME in PLACE taking court action to recover the debt.

Debts outstanding when a tenancy end may be managed through the Magistrates Court.

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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.

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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