

## Tenancy Management Procedures (Nesti)

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### Introduction

The following Procedures are to be implemented to enable Nesti Housing to meet the policy objective of managing tenancies across its housing programs.

These Procedures should be read in conjunction with all relevant Nesti Housing Policies and Procedures and the ***Tenancy Management Policy***.

### Procedure Principles

The intent of this document is to ensure Nesti Housing employees undertake the following.

- Manage tenancies with flexibility and responsiveness recognising that each tenant has their own unique circumstances and will experience a range of life events during their tenancy.
- Deliver services in a fair, transparent and consistent manner.
- Operate in compliance with the Residential Tenancies Act and other legislation.
- Operate consistent with Nesti Housing policies and the Western Australian Community Housing Regulatory Framework.
- Engage with tenants in a manner that gives every tenancy the opportunity for success.
- Ensure Nesti Housing plays its role in supporting and responding to housing issues in the community.
- Support the long-term sustainability of the housing stock and the organisation.

Nesti Housing's tenancy management procedures and practises focus our efforts on the following.

- Establishing a solid foundation for tenancy success at the commencement of the tenancy.
- Establishing and maintaining good relationships with tenants throughout the tenancy.
- Providing full and clear documentation with relevant information or access to information on tenants' rights and responsibilities.
- Ensuring rent charged is affordable, correct, and current based on the information provided by the tenant.
- Providing clear and appropriate mechanisms to enable tenants to pay rent and other charges efficiently.
- Proactively addressing tenancy issues and giving tenants the opportunity to rectify problems when they arise.
- Actively engage with, and capture feedback from, tenants to improve our services to tenants.
- Connecting tenants to support and advice where it will assist them to maintain their tenancy.
- Working with partner agencies to support the tenant where support is in place.
- Thoroughly investigate and action complaints about tenant behaviour or tenancy issues promptly.
- Maintaining properties in good condition.
- Conducting regular visits to support and engage with the tenant and to assess the condition of the property.
- Addressing maintenance queries either through attending to repairs or providing advice on what, when and why works will or won't be completed.
- Working flexibly and responsively with tenants to assist them to manage life events that may impact on their tenancy throughout the tenancy.
- Providing clear advice and guidance to assist the tenant to transition out of the property at the end of the tenancy.
- Ensuring smooth management of the property at the end of the tenancy.
- Finalising accounts and other documentation promptly at the end of the tenancy.
- Ensuring properties are re-tenanted in an efficient and effective manner.

## **Procedures**

### **Initial Tenancy Sign Up**

When an offer of accommodation is accepted, the Tenancy Manager should conduct a Tenancy Sign up interview with the prospective Tenant consistent with the Establishing New Tenancies Procedure.

The Sign-up Interview should focus on the following.

- Establishing a strong rapport with the Tenant.
- Ensuring the Tenancy Agreement and all required documentation is completed correctly.
- Ensuring the correct rent and security bond arrangements are in place.
- Ensuring the tenant understands their rights and responsibilities.
- Ensuring that any required tenancy support arrangements are in place.
- Ensuring the tenant understands how to contact Nesti to discuss any tenancy issues and request maintenance.

The initial Tenancy Agreement will be for a fixed term period of three months, providing the opportunity for the Tenant to demonstrate their ability to meet their tenancy obligations.

### **Initial Fixed Term Tenancy**

During the initial three-month fixed term tenancy, (generally around 6-8 weeks of the commencement of the tenancy), the Tenancy Manager should conduct a review of the tenancy performance and make a recommendation as to whether the tenancy should be extended.

The tenancy assessment should consider rental payments, any complaints against the tenancy, the level of engagement with any support agencies, any extenuating or specific circumstances and may require engagement with the Tenant.

If concerns about the tenancy are identified, the Accommodation Officer should discuss the issues with the Business Manager to determine the following.

- If the issues are minor in nature and a further fixed term tenancy should be offered.
- If the nature of the issues indicate that the tenant may benefit from additional tenancy support, and a further fixed term tenancy should be offered.
- If the issues are of sufficient concern that Nesti should not offer a further tenancy.

Once a determination has been made the Tenant should be notified consistent with the requirements of the Residential Tenancies Act.

### **Tenant Bonds**

Tenants are required to pay a security bond which is equal to four (4) times the weekly rent. The security bond will need to be lodged with the Bond Administrator consistent with the Residential Tenancies Act.

At sign-up the Accommodation Officer should assist the Tenant to complete a Security Bond Lodgment Form. The Accommodation Officer should then ensure the Landlord details are completed and the Form should be lodged with the Bond Administrator.

Once lodged with the Bond Administrator, the Accommodation Officer should ensure that the tenant is provided with a Record of Payment of Security Bond from the Bond Administrator.

### **Pet Bonds**

Where approval is given for a tenant to keep a pet, the tenant will be required to pay a Pet Bond of \$260 which will be held by the Bond Administrator.

The additional information related to the Pet Bond will need to be added to the Security Bond Lodgment form prior to lodgment with the Bond Administrator.

The Pet Bond will be used to offset any costs associated with having the property fumigated at the end of the tenancy.

### **Rental Payments**

Tenants are expected to pay their rent on a fortnightly basis.

Tenants can pay their rent through an automated payment option such as:

- Centrepay direct deductions;
- A bank direct debit; or
- An alternative arrangement such as through employer arrangement with Nesti Housing.

The Accommodation Officer should ensure that all tenants are signed up to an automated payment option at the time of occupation and that these arrangements are maintained throughout the life of the tenancy.

## **Rent Assessment**

To ensure their rents remain affordable and appropriate, all tenants will have their rent assessed:

- At the time of occupation,
- At least once annually, and
- Whenever the Tenant reports a change in their income details.

When a rent review is required, the Accommodation Officer will contact the tenant in person, via the telephone or in writing requesting that the tenant provide current income details. Once received the Accommodation Officer will complete an assessment of the tenant's rent consistent with the Rent Setting Policy and using the Department of Communities' rent calculator.

The tenant should be notified in writing of any change in rent and the timing of when the new rent will take effect consistent with the Rent Setting Policy and the Residential Tenancies Act.

## **Water Consumption and Other Costs**

- Tenants are responsible for the payment of all water consumption charges during the life of the tenancy.
- Tenants occupying properties with individual water meters will receive invoices direct from the water supplier.
- Tenants occupying properties with sub-meters will receive water consumption invoices from Nesti Housing.
- All invoices should be paid by the due date. If the tenant is unable to pay by the due date, they should contact the water supplier or Nesti to make an appropriate payment arrangement.
- The Accommodation Officer should monitor water accounts and other bills to ensure prompt payment. If payment is not received by the due date, contact should be made with the tenant to arrange payment in full or negotiation of an appropriate repayment arrangement.

## **Sub-Letting**

- Sub-letting is generally not permitted by Nesti Housing.
- Should a tenant submit a request to sublet the property, the Accommodation Officer should consider the request, assess tenancy performance, and make a recommendation to the Executive Manager. A sublet arrangement should only be considered if the following is in place.

- The tenant is meeting their tenancy obligations.
  - There is a genuine reason they are unable to occupy the property.
  - The proposed sublet tenant is acceptable to Nesti Housing.
- The Executive Manager should review the request and the Accommodation Officer's recommendation prior to deciding to approve or decline the request and apply any conditions.
- The tenant should be notified of the outcome of their request in writing, noting that any approval of a sub-let arrangement should be under the signature of the Executive Manager with the timeframe and relevant conditions outlined.
- Any unauthorised sub-let arrangement will be considered a breach of the Tenancy Agreement and the Accommodation Officer should commence legal action under the Residential Tenancies Act.

## **Pets**

- Pets are generally not permitted in Nesti properties.
- If a tenant wishes to have a pet, they should be asked to submit a written request detailing the type (including breed for dogs), size of the animal and where it will be kept.
- If the tenant lives in a strata-titled group dwelling, we will not allow them to have a pet unless the Strata Company rules allow.
- The Accommodation Officer will assess the request and should consider the following.
  - Whether the property is suitable for the type and size of pet that the tenant is seeking approval to keep.
  - Whether the pet is likely to interfere with the reasonable peace and enjoyment of neighbours.
  - Compliance with relevant strata by-laws and any other relevant legislation.
  - Any requirements of the relevant local council.
  - The reason for requesting permission to have a pet (if provided);
  - The length of time that the tenant has had the pet.
  - The likelihood of the pet causing damage to the property.
- If a pet is permitted, the tenant will also be required to pay a pet bond of \$260 (see above) and sign a pet indemnity form, which advises of the conditions the tenant must comply with to keep a pet at the property.

The tenant will be responsible for the following.

- Any damage caused to the property by the pet.
- Ensuring that it does not negatively impact on neighbours
- Having the property professionally fumigated and cleaned at their own expense on vacating the property.

## **Transfers**

Should a tenant wish to request a transfer, the Accommodation Officer should ask them to submit a formal request in writing detailing why they require a transfer and ensuring that they provide appropriate medical or other supporting documentation. All transfer requests will be considered consistent with the

Where a transfer request is received, the Accommodation Officer should assess the request based on the specific circumstances and may elect to conduct an interview with the Tenant. The assessment should consider the following.

- Current tenancy performance.
- the extent to which the tenant's circumstances have changed.
- any medical information or supporting evidence.
- why the property is no longer suitable to the tenant's needs.
- any risk or potential dangers associated with the tenant remaining in the current property or location.

Once a decision is made, the Accommodation Officer should notify the tenant in writing. The tenant should also be notified of their appeal rights.

## **Ineligibility**

Should a tenant become ineligible for assistance, as defined in our Tenant Eligibility Policy, during the life of the tenancy the Accommodation Officer should conduct an interview with the tenant to understand their current situation and available housing options.

The Accommodation Officer should then complete an assessment of the tenant's ongoing requirement for housing assistance from Nesti Housing. This assessment should consider the following.

- The Tenant's current income and employment status including the longevity of their employment.
- The tenant's future housing intentions and aspirations.
- The current household structure and any unique household circumstances
- The current market conditions and the availability of alternative accommodation.

If ineligibility is likely to be ongoing and the Accommodation Officer believes there is not an ongoing need for assistance, the Accommodation Officer should write to the Tenant advising that they will need to locate alternative accommodation. In most cases, the Tenant will be given six months to locate alternative accommodation.

Where appropriate, the tenant may be charged full market rent for the period of ineligibility. This should be discussed with the Executive Manager.

### **Management Requested Transfers**

There may be times where Nesti requests a tenant to relocate to a different property. Reasons why we might ask a tenant to transfer to another property include if the current property is:

- Under occupied;
- Being redeveloped, or there are plans to redevelop;
- Being sold, or there are plans to sell the property;
- Modified and the occupants do not need a modified property;
- The property or program type is no longer suitable.

Where a Management Requested Transfer is required, the Accommodation Officer will follow the process identified in the Transfer and Change of Circumstances policy.

### **Nuisance, Disruptive and Illegal Behaviour**

Tenants are expected to take responsibility for maintaining a positive, harmonious atmosphere, respecting the rights of their neighbours, and to be responsible for the behaviour of their visitors.

Where complaints about nuisance, disruptive or illegal behaviour occurring at an identified tenancy, the Accommodation Officer should investigate to understand what has occurred. The investigation will include speaking with the tenant, the complainant, the Police, and other potential witnesses.

The tenant should be offered the opportunity to formally respond to any allegations made against them.

Once the Tenant's response has been received and all other information/evidence has been gathered, the Accommodation Officer will assess the information to determine if the evidence suggests any of the following.

- The alleged behaviour/incident occurred.
- That the tenant was responsible or allowed the behaviour to occur.
- That the nature of the behaviour warrants action by Nesti Housing.

If the Accommodation Officer determines that the Tenant has caused or permitted the behaviour to occur, they should determine the appropriate action, which may include issuing a warning letter to the tenant, offering additional support or taking action under the Residential Tenancies Act consistent with Nesti Housing policies.

The Accommodation Officer should seek to proactively manage these issues, to ensure the tenant can sustain the tenancy, comply with their obligations and ensure that the wider community is not disrupted on an ongoing basis. Where appropriate referral to relevant support agencies will occur.

### **Tenant Liability**

- Tenants are responsible for the cost of repairs to the property, which are caused by neglect, misuse, accidental or willful damage.
- Where identified, the Accommodation Officer should discuss the damage with the Tenant and notify them that they can rectify the damage at their own cost or Nesti can have the works completed and the cost of works will be charged to the tenant.
- If the tenant elects to rectify the damage themselves an appropriate timeframe for completion of the works should be agreed.
- Tenants do not have to pay for repairs and damage caused by fair wear and tear. (e.g., faded paint, normal wear of carpet or vinyl). Fair wear and tear mean the deterioration of the property over time and through constant usage.
- Tenants will not be responsible for damage caused by an illegal act provided they report it to the Police. The Accommodation Officer should follow up all reports of damage caused by illegal activity and notify the tenant that they must provide full details of what occurred and appropriate Police incident report numbers along with full details of the incident.
- The tenant should also be notified that they must provide the Police with full and accurate information and the name of the person(s) responsible if they are known. This information may also be provided to Nesti to allow us to pursue appropriate insurance claims and to seek restitution.

### **Inspections**

Our inspection processes play a key role in supporting our management of tenancies. All inspections should be completed consistent with the Inspections Procedure.

### **Share Household**

A share household is a property with several tenants with separate tenancy agreements who have their own bedroom but share bathrooms and kitchen facilities.

The selection process for applicants for shared households will, as far as possible, take into consideration the applicant's compatibility with other residents.

Written house rules for the household will be developed by Nesti in conjunction with the residents to ensure the smooth functioning of the house and could include:

- Respect for others' privacy, and rights to peace and quiet;
- Cleaning obligations and responsibilities;
- Guest visits;
- How disputes will be handled;
- A clause requiring adherence to the house rules will be included in each tenant's lease agreement.

### **Ending Tenancies**

- Nesti is committed to supporting every tenant to sustain a successful tenancy.
- Where it is necessary to end a tenancy, Nesti will manage the process consistent with the Residential Tenancies Act, will not evict tenants without a just cause and will take reasonable steps to ensure tenants are not evicted into homelessness.
- All legal action will be pursued in line with Nesti Housing policies and procedures.

### **Squatters**

- Squatters have no legal right to occupy premises under the Residential Tenancies Act and will be evicted. Where squatters are identified as occupying a property immediate action should be taken to have them removed.
- A date to vacate the premises may be negotiated with squatters but is not a legal necessity.
- The Accommodation Officer should notify the police and ask them to remove the squatters.

### **Decision making**

- All decisions will be carried out by the Accommodation Officer with approval by the Executive Manager.
- The Board must be kept informed of any eviction notices and Court Orders as part of its overall legal responsibility for the activities of Nesti Housing.
- Written records of all communications between parties should be documented and appropriate written records kept ensuring procedures have been adhered to and evidence is available should a matter proceed to appeal or Court.

## **Prevention of forced terminations**

All Nesti employees will encourage the tenant to comply with the obligations so that breach and termination processes can be avoided. This involves non-threatening communication to encourage the tenant to fully understand their situation.

Preventive action may include:

- Holding a personal interview with the tenant and/or their advocate outlining the situation and encouraging ideas about resolving the matter (e.g. an instalment payment plan for rent arrears could be negotiated and agreed to);
- Involving support agencies in a negotiated tenancy supervision plan for eligible tenants;
- Providing information on the appeal processes, tenancy advocates and housing alternatives;
- Encouraging the tenant to attend and contribute to any Tribunal or legal hearings.

Throughout the breach process Nesti will maintain fairness and respect for the tenant.

## **Abandonment of Tenancy**

- If the tenant cannot be contacted, the house is left vacant for 7 working days and there are rental arrears, Nesti will follow the RTA and check with neighbours, next of kin and the post box for uncollected mail before applying to the Court to have the property declared abandoned.
- If the tenancy is deemed abandoned, Nesti will change the locks, dispose of the tenant's goods and furniture as outlined below, assess any rent, cleaning or repair liability owed by the tenant, and apply to the Court for the refund of these costs as a deduction from the bond (using Court Form 12).

## **Tenants' goods**

Tenants' goods that are abandoned after the tenant has left the premises will be dealt with in accordance with Section 79 of the RTA (1987). Nesti will apply to the Department of Commerce for an Indemnity Certificate to ensure that Nesti is protected from being sued by the tenant.

The application should include the following.

- Brief details of the circumstances of the abandonment.
- The name of the tenant and the tenant's contact details (if known)
- The rental address.
- The date the property was vacated (attaching a copy of the court order if applicable).
- An itemised list of the goods to be disposed of.
- Colour photographs of the goods.

The Department of Commerce will then assess the value of the goods and advise how they may be disposed of, which usually involves the following process.

- Disposal of any perishable foodstuffs or goods of which the estimated value is less than the total estimated cost of removal, storage, and sale, after 2 days.
- store the goods and within 7 days of storage send a formal notice (Form 2) to the tenant's new or forwarding address or insert a notice into the Public Notices section of a newspaper or newspapers with statewide distribution, advising the goods will be sold if not claimed within 60 days.

If the tenant reclaims their goods before the 60 days expires, Nesti will charge them all costs for disposal and storage of the goods.

If the goods remain unclaimed after 60 days, Nesti will sell them at public auction. Nesti is entitled to claim the costs incurred in their removal, storage, and sale from the proceeds of the sale. The remaining balance is to be paid into the Rental Accommodation Account on application to the Magistrates Court using Proceeds of sale of abandoned goods (Form 11). This will discharge Nesti of any liability in respect of the funds.

A tenant's goods or property cannot be seized as compensation for rent owing. Nesti will ensure that written records and documentation of all action taken, are filed on the tenant's tenancy file.

### **Vacating the Property**

- When a tenant wishes to vacate the property, they are required to provide appropriate notice of their intention to vacate.
- The amount of notice needed will depend on the type of tenancy agreement however, generally tenants are expected to provide 21 days' notice in writing. We may agree to accept a shorter notice period dependent on the tenant's circumstances.

- Once the tenant provides written notice, the Accommodation Officer should arrange an end of tenancy inspection to advise the tenant of about any damage, cleaning issues, or unauthorised changes to the property. The Accommodation Officer should provide the tenant a chance to fix any issues or clean the property prior to returning the keys to the property.
- It may also be necessary for the Accommodation Officer to discuss any outstanding rental arrears, water consumption and tenant liability charges. The Accommodation Officer should explain the vacated inspection and bond finalisation process.
- Tenancies are fixed term and are legally secure until the end of the term of the agreement unless the tenant is in breach. Tenants who have failed to comply with written breach notices may have their tenancy agreements terminated.
- The tenant should then remove all belongings, clean the property, and rectify any damage and return the keys to the Accommodation Officer.
- Rent will be charged until the keys of the property are returned to the Accommodation Officer.
- Once the keys are returned, Nesti will inspect the property consistent with the Inspections Procedures and arrange for any cleaning and repairs necessary to enable the property to be relet to a new tenant.

### **Security Bond Finalisation Process**

- Vacating tenants are required to sign a completed bond release form which allows the Bond Administrator to release the Security Bond.
- Once all works have been finalised, an application will be made to the Bond Administrator to release the Security Bond. Any arrears and charges will be deducted from the Tenant's Security Bond with surplus monies returned to the Tenant.
- The Accommodation Officer should then write to the Tenant providing details of all charges and adjustments with the finalisation of their account.

### **Concise Summary of Key Changes Made in This Review of Document**

This is a new Policy.

### **Monitoring, Review, and Evaluation**

This procedure document will be reviewed every three years. However, if at any time the legislative, policy or funding environment is so altered that this document is no longer appropriate in its current form, the document shall be reviewed immediately and amended accordingly. This process will include:

- Ad hoc review and evaluation of current practices
- Periodic self-assessment
- Internal Audits
- External Audits

Nesti Housing will record and monitor the progress of any improvements identified and feed into service planning and delivery processes.

### Authorisation Template

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