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## Purpose

REACH Limited will manage tenancies in accordance with the RTA, will meet the National Community Housing Standards, and conform to relevant Legislation and Funding requirements.

REACH Limited will ensure that the rights of tenants, as determined by relevant Legislation and the Company’s Policies and Procedures, are acknowledged and respected.

REACH Limited will provide comprehensive written and verbal information in an accessible form about tenancy conditions.

REACH Limited Regional Manager has the delegated authority to implement the policies and procedures and undertake all ordinary tasks relating to the management of tenancies and tenancy conditions. Matters of legal significance including the signing of Head Lease arrangements, matters likely to affect the public image of the organisation, and matters of complaints and appeals are managed as specified in these tenancy conditions.

Additional conditions unique to REACH Limited or specific to a particular tenancy will be attached to the REACH-FM-73 General Tenancy Agreement RTA Form 18a. It is a condition of tenancy that the tenant observes these conditions. These conditions can include but are not limited to:

* Rent is set and reviewed according to the Community Housing Rent Policy which is income based.
* Tenants must supply proof of income for all eligible household members or market rent will be charged.
* REACH Limited Policies and Procedures relevant to the tenancy.
* House rules where applicable.
* Ongoing eligibility for specific housing programs.

### Client rights and Responsibilities

Allow tenants to have a full understanding of the rights accorded to them and their accompanying responsibilities in a social and legislative context.

Staff to operate from clear guidelines and principles that uphold the rights of tenants.

REACH Limited recognises the rights of tenants in this service as intrinsically important in the design and delivery of services. Supportive and intensive tenancy management is to be provided to tenants in order to assist them to maintain their accommodation.

A written Tenancy Agreement REACH-FM-73 RTA Form 18a, is to be in place prior to the commencement of any tenancy. All procedures for dealing with tenants, including those with regards to entry provisions, complaints and Notices to Remedy Breach and Notice to Leave, are to be in accordance with the requirements and forms under the Residential Tenancies and Rooming and Accommodation Act 2008.

### Tenant Rights

*Respect*

Every person within and connected to the service has without exception, the right to be treated with respect. All workers will maintain respect for differences in culture, creed and class. Staff must respect and encourage tenants’ rights to independence. A worker is not to take action on behalf of tenants without their informed consent, unless a life-threatening situation exists. Tenants have the right to have their privacy respected and a right to physical and emotional security.

*Safety*

Every tenant has the right to feel safe. It is the responsibility of all staff and management to offer each individuals as much protection from harm as they are able to provide. This includes the harm that comes from others and from potential harm in the service delivery environment. As the most powerless individuals in society, the safety of the child is of maximum importance.

*Access to Information*

The tenant has access to all information about them held by the organisation. The tenant should be able to fully participate in and discuss any matter relating specifically to their tenancy. They should be aware of all options available. Tenants’ rights to confidentiality will be protected, as explained in the Privacy and Security Statement (REACH-FM-43), which is provided in the sign up kit.

*Complaints and Feedback*

Tenants have a right to a system of complaint and staff should inform tenants of the Complaints and Appeals Policy (REACH-POL-28). For further information refer to the end of this document.

Tenant surveys are sent to all tenants on an annual basis, requesting feedback on service delivery, maintenance issues, complaints, improvements or any general comments.

*Lawfulness*

Every tenant has the right to access all of the privileges and protection that the law provides and staff will assist with providing information where possible.

## Information provided to tenants at the start of a tenancy

REACH Limited will work with tenants to establish and maintain successful tenancies and provide tenants with comprehensive written and verbal information in an accessible form. REACH Limited supports tenants who require other methods of communication, and will provide translation services as required.

Security of tenure within the program specifics and the housing stock type will be explained to each tenant.

The Happy Inspector Property Inspection Sheet (ingoing) (REACH-FM-249) will be explained and provided to the tenant during the sign up process.

The rent calculation will be completed and provided to the tenant. The rent calculation will also determine the bond payable. The tenant will have the opportunity to either pay the bond amount in full, or secure a bond loan through the Department of Housing and Public Works. This process is to be completed prior to the commencement of the tenancy agreement.

### Tenant Responsibilities

Tenant responsibilities will be outlined verbally and in a plain English leaflet when signing the Residential Tenancies Agreement. Tenants will be invited to take out membership of REACH Limited and informed of the activities of the organisation.

All tenants will be given a Residential Tenancies Authority publication Pocket Guide for tenants – houses and units REACH-FM-75 (RTA Form 17a) and have explained to them all the relevant material, including:

* Tenancy Agreement
* Rent payments – calculation, payment options and processes
* Bond payments and negotiating arrangements
* Procedures in the event of disputes
* Length and type of lease
* Their rights and responsibilities and circumstances which may lead to a Notice to Leave RTA Form 12 (REACH-FM-80)
* Additional conditions related to their tenancy.

### Condition Reports

The completed and signed copy of the Happy Inspector Property Inspection Sheet (ingoing) (REACH-FM-249) will be provided to the tenant. Tenants will be encouraged to complete and sign the inspection sheet and return within three (3) working days. The significance of completing this form will be explained to tenants, particularly the need to record accurately the condition of the property, so that upon vacant possession, it can be returned in the same condition as at the start of the agreement, fair wear and tear accepted. Tenants need to understand that this is an important document that provides them with legal protection. This report is used by the tenant to identify any minor repairs that may be required.

## Bonds

REACH Limited will provide access to housing in a flexible manner that takes into account the financial circumstances of each individual. Rental bonds will be collected with the view that it is an asset for the tenant upon vacating the tenancy. On this basis, all reasonable efforts will be made to return the bond in full except in circumstances where the tenant has caused damage to the property, is in rent arrears, or cleaning is required.

**Payment of Bonds**

All tenants are required to pay a bond or make an application to the Department of Housing and Public Works for a Bond Loan before the commencement of their tenancy. The Property Manager will provide assistance to access the bond loan if required. The amount of bond charged is equal to four (4) weeks rent. No prospective tenant will be denied access to housing based upon an inability to pay bond or to access a bond loan. In cases where a prospective tenant cannot secure a rental bond, the amount due can be paid to REACH Limited, in instalments agreed on by the tenant and the Property Manager.

### Lodgement of Bonds

All bonds paid to REACH Limited are to be lodged with the Residential Tenancies Authority (RTA) within ten (10) days of final payment.

**Increase of Bond**

Where a tenant(s) rent amount increases as a result of the annual rent review, or there is a change in the household composition, the tenant will be required to increase their rental bond so that it equals 4 weeks rent.

### Refund of Bonds

Bonds are to be refunded to exiting tenants in accordance with the Residential Tenancies and Rooming Accommodation Act 2008.

## Rent

The calculation of rent will be in accordance with the Community Housing Rent Policy (CHRP) for all properties. The Electronic Rent Calculator Tool (ERCT) provides clear documentation of what is considered assessable and non-assessable income and the rent formula is used to calculate rent for an entire household. The rent calculation is to be retained in the tenant’s file. As per the rent policy, tenants will be provided with the knowledge that they are to inform REACH Limited immediately if they experience a decrease in income so that an amended rent can be calculated accordingly.

Rents are not to exceed 30% of a household’s assessable income unless information for the rent review is not provided, then market rent will be charged.

***Rationale:***

The National Housing Strategy has set the benchmark of affordable housing at 30% of tenant’s income. Rents are set at 25% or 28% of a tenant’s income. Some accommodation provided by REACH Limited includes semi-furnished properties. Rent of 28% of tenant’s income in these situations is based on the provision of these additional goods and services and is compliant with the Community Housing Rent Policy.

Tenants must provide current proof of income statements for all occupants of the household (including children) to REACH Limited in order to calculate rent. When income details are requested, and the tenant does not provide this information within 14 days of receiving the request, they will be charged market rent on the property until such time as the proof of income is provided.

***Proof of income statements may be in the form of:***

* Statement letter from Centrelink or Veterans’ Affairs
* Statement letter from Centrelink for all children over 16
* A tax assessment notice
* Most recent payslip or written declaration from employer
* Where a tenant has irregular income, the last 6 weekly payslips

Where a tenant has provided consent by signing the Centrelink Deduction and Confirmation Services form (REACH-FM-63), REACH Limited can directly access tenant’s income information through the Centrelink eServices website.

**Payment of Rent**

During the tenancy, the tenant may nominate to pay rent either at the bank, via electronic transfer or direct deposit, or Centrepay deductions into the account specified on the Tenancy Agreement. REACH Limited invoices rental payments fortnightly. REACH Limited does not accept rental payments at the office. Rent is to be paid fortnightly in advance from the commencement date of the tenancy agreement. Tenants who receive an income from Centrelink are encouraged to make payments through the Centrepay deduction service and whilst this is not compulsory it is the preferred option of rent payment.

### Part Payment of Rent

In a one off situation, tenant(s) who are experiencing financial difficulty, due to unforeseen circumstances, they will be supported to make alternative arrangements with REACH Limited. This may include entering into a repayment agreement using the Rent Arrears Agreement Form (REACH-FM-125).

### Identifying Rent Arrears

Rent Arrears are identified through:

* Adjustment(s)to a client’s Centrepay rent deduction
* Reoccurring Outlook calendar alerts

Centrepay notifications and bank statements are downloaded daily. The Centrepay notifications include information regarding rent payments, changes and cancellations to Centrepay deductions. This is received through the office@reachhousing.com.au email address, which is accessible to all staff. Bank statements are downloaded from the Bendigo Bank website by the Assistant Manager. The Assistant Manager is responsible for collecting and entering this data into the MYOB system(s), and monitoring rental payments, non-payments, short payments and cancellations.

All clients will have their rental invoice date details saved as a recurring notification in the Outlook Calendars of REACH management. Information from Centrelink notifications and the bank statement is checked against the Calendar notifications, and any outstanding notifications will remain current until the rent has been received.

Any non-payment or short payment of rent information will be sent to the relevant Property Manager via an ICF (REACH-FM-96). The Property Manager will contact the tenant to ensure that they understand their obligations regarding paying the rent, and that if the rent is not paid within seven days of the invoice date, they will be issued with a Notice to Remedy Breach, with a further seven days to remedy the breach. Tenants experiencing financial difficulty may negotiate alternative arrangements with the organisation. A payment plan will be arranged with the tenant signing a Rent Arrears Agreement (REACH-FM-125). Tenants will be required to provide proof of financial hardship in order to be eligible for a Rent Arrears Agreement. The amount of repayments stipulated in the agreement will vary between different incomes, as set out in the Percentage Payment Amount table below.

|  |  |  |
| --- | --- | --- |
| Income Stream  | Percentage of Fortnightly Rent to be paid  | Frequency  |
| Wages  | 33% | Weekly/Fortnightly  |
| Pensions  | 33%  | Fortnightly  |
| Parenting Payment | 33% | Weekly/Fortnightly  |
| Newstart  | 25% | Fortnightly  |
| Youth Allowance  | 25% | Fortnightly |

In instances where the arrears amount is lower than the Percentage Payment Amount, the tenant will be required to pay that amount in full, in order to remedy the breach.

**Non Payment of Rent or Rent Arrears Agreement**

If the tenant has not paid the rent in full before the end of the breach period, a Notice to Leave will be issued, with a seven-day timeframe. In instances where a Rent Arrears Agreement has been entered into, and the tenant has not fulfilled their obligations as stipulated in the agreement, the rent arrears breach will remain unremedied, and a Notice to Leave will be issued, with a seven-day timeframe**.**

In some circumstances, REACH Limited may submit an application to the Queensland Civil and Administrative Tribunal (QCAT) using the QCAT Application Form (REACH-FM-241) in order to:

* obtain an order for vacant possession of the property
* restitution for rent arrears
* restitution for damage to property
* restitution for cleaning and maintenance costs

QCAT applications will not be submitted by REACH Limited if the restitution sought is less than $250.00, as the time and costs associated are not cost effective to the organisation.

If there is a dispute at any stage of the process, guidelines according to REACH Limited Complaints and Appeals Policy or any actions that may be initiated by either party through the RTA need to be followed.

The Residential Tenancies and Rooming Accommodation Act (RTRAA) 2008 contains adequate procedures and methods to ensure that the rights of both REACH Limited and the tenant are protected.

**Rental Statements**

Rental statements are issued by Management when requested by the tenant. For those tenants who have signed the Consent for Electronic Correspondence (REACH-FM-281) will have these statements emailed.

### Appealing a Rent Increase

*The tenant may appeal a rent increase at any time by:*

Following the REACH Limited Complaints and Appeals Policy (REACH-POL-28).

***Carers***

A carer, who stays regularly overnight to provide support to a tenant, will not have their income included as eligible household income if they have their principal place of residence elsewhere.

Therefore the carer and the tenant will need to supply sufficient evidence to establish:

* That the tenant requires the carer (from an external party e.g. statutory body, doctor's letter)
* Carer has a principal place of residence.

### Additional Occupants

Tenants must inform REACH Limited in writing of any change in the number of people living in the premises. In all cases, REACH Limited will need to approve additional occupants before they move into the property. Guests may reside in the dwelling for up to 3 days in any one (1) week, or up to four (4) consecutive weeks, before their income is included for rent assessment purposes. If a tenant has an additional occupant and does not inform the Property Manager (s) it will be considered a breach of the Residential Tenancy Agreement and will result in the Property Manager issuing a Notice to Remedy Breach RTA Form 11 (REACH-FM-129).

### Visitors

All REACH Tenancies: It is the responsibility of the tenant to ensure that all visitors observe the conditions of tenancy. The tenant is responsible for the behaviour of their visitors. If visitors cause any damage to the property, it is the responsibility of the tenant to pay for repairs.

### Pets

The tenant must apply for in writing and receive written approval from the Property Manager before acquiring a pet, or accepting the tenancy. Approval of pets will be at the discretion of the organisation. Please note some housing complexes are pet free.

Approved pets will be under the following conditions:

* Tenant abides by the local government by-laws
* Written approval from REACH Limited

It is the tenant’s responsibility to conduct regular pest control for fleas, which will include ensuring the premises and yard are treated upon vacating the property. It is the tenant’s responsibility to remove all animal excrement from the property on a weekly basis and fill in any holes dug in the yard.

### Respect for the Rights of Neighbours

Tenants must ensure that they and their guests:

Do not use the premises for any illegal purposes;

Do not cause or permit a nuisance; or seriously affect the reasonable peace comfort or privacy of their neighbours

Failure to do so will result in the breach process being followed.

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### Complaints Regarding Neighbours

The tenant is expected to solve neighbourhood disputes either through their own initiative or with the assistance of an appropriate community organisation/support service. Whenever a dispute occurs the tenant contacts the Property Manager (s). The Property Manager (s) will intervene only in matters covered by the Tenancy Agreement. In most cases the tenant will be referred to dispute resolution services.

### Rent Accounting

The Assistant Manager will use the computer software program to:

* Check and enter amounts paid as rent with tenant records;
* Produce reports of rents paid;
* Address rent arrears with tenants;
* Produce reports of rent arrears that include the number of tenants in arrears, the amounts in arrears as a proportion of total rent

### Rent Review

**When are rental income reviews conducted**

Rent reviews are conducted:

* Annually
* When household income levels change

Rent Reviews are completed under the Community Housing Rent Policy. Updates for the ERCT are received from the Department of Housing and Public Works quarterly. A Notice of Rent and Ongoing Eligibility Review (REACH-FM-127A) is sent to all tenants. This notice specifies timeframes in which the requested documentation must be provided to the organisation. The income information will be collected, and processed through the ERCT, to calculate the new rent.

If a tenancy has commenced, or a rent review has been conducted within 28 days of the organisation’s scheduled annual rent review, they will not be re-assessed. All other tenants must participate in the rent review. Appointments for annual rent reviews are scheduled by REACH Limited to ensure that the workload for all staff involved is managed effectively. These appointments also give the organisation the opportunity to comprehensively explain to the tenant details of the reviewed rent calculation.

If a tenant(s) fail to participate (not supplying requested information, not attending rent review appointment(s), market rent for that property will be charged. REACH Limited will advise all tenants who fail to complete the review that market rent will be charged by issuing the Notification of Rent Increase Form (REACH-FM-127B). Market rent is assessed by an independent private real estate and updated every two years.

All increases in rental payments calculated from the annual rent review will have a period of 8 weeks before the rise takes effect. All annual rent review calculations will be completed by the Property Manager, and checked by management prior to any changes taking effect. All Centrelink eServices customers will have their rent and payment details uploaded by REACH Limited, through the eServices website.

**Work Incentive:**

When a household member enters the workforce, the rent should remain at the level it was on the day before the household member entered the workforce for a guaranteed minimum of six months.

During the annual rent review, REACH Limited will identify the commencement date of employment (REACH-FM-127C) for any tenants who have entered the workforce, and who remain eligible for the 6 month work incentive rental rate. This will only apply to tenants who provide documentation from employers confirming their commencement date.

Once confirmation has been received, REACH Limited will send the tenant a Notice of Rescheduled Rent Review and Request for Documentation (REACH-FM-127D), advising the tenant of the new rent review date.

### Increase in Rent

If the increase in rent is due to a change in household circumstances, the rent will increase from the next invoice date.

### Decrease in Rent

Notice of any change to a tenant’s household circumstances which results in a decrease in income must be reported to the Property Manager for a rent review to be completed.

A review that results in a rental decrease, will take effect immediately.

## Tenancy Review

### Department of Housing and Public Works Eligibility Review for Transitional Housing Tenants

REACH Limited will regularly review eligibility and develop strategies to encourage tenants to move into more suitable accommodation as soon as possible. All Transitional Housing tenants will be required to participate in a Tenancy Plan (REACH-FM-251) with the Property Manager, in order to determine the most appropriate exit option.

Whilst tenants must stay on the public housing register and accept any appropriate housing offer from the Department of Housing and Public Works, REACH Limited recognises that tenants sometimes experience circumstances that make this difficult.

All effort is made to ensure that tenants:

* Have adequate information;
* Fully understand the consequences of declining Department of Housing and Public Works offers.

After 12 weeks of a Transitional Housing tenancy, the Department of Housing and Public Works will review a tenant’s Housing Register application, to ensure they are still eligible for housing assistance. In order to remain eligible, tenants need to have at least 2 identified barriers preventing them from moving into the Private Market.

The REACH Limited Property Manager will determine from the Department of Housing and Public Works monthly Transitional Housing tenant report, the application status of all tenants.

If a tenant’s application has been cancelled, the tenant will be advised to contact the Department to have their application reinstated. If the application cannot be reinstated, the tenant will be advised that they are no longer eligible for housing assistance, and the Department will notify REACH Limited to end the tenancy. In this case, a two (2) month Notice to Leave may be issued. All efforts will be made to relocate the tenant in appropriate accommodation.

### Modifications to Property

The tenant will not modify the premises in any way without the written approval of REACH Limited. If approval for such modifications is given, the fixtures and fittings may become the property of REACH Limited and are to be left by the tenant when the premises are vacated. REACH Limited may also stipulate that any fixtures or fittings approved are to be removed upon completion of the tenancy, and the property restored to the same condition at the start of the tenancy.

If modifications are made to the property without the written consent of REACH Limited, the tenant will be financially responsible for the cost of restoring the premises to their original condition. The tenant may enter into an agreement with REACH and sign a Damage Payment Agreement (REACH-FM-122) to pay off the cost of restoring the property to its original condition. If a tenant fails to complete payments towards this agreement, REACH Limited will follow the Rent Arrears Recovery Procedure (REACH-FM-175) in order to recoup any outstanding monies owed, if required.

REACH Limited may meet the cost of modifications necessary for the reasons of Health and Mobility as assessed by an Occupational Therapist. If the Property Manager identifies that a tenant(s) needs have changed, and modifications to the property are required, tenants are encouraged to contact Home Assist Secure (HAS) for assistance, as the Property Manager is unable to engage these services on behalf of the tenant(s). If the tenant(s) are eligible for assistance, HAS will liaise with REACH Limited.

If tenant(s) are not eligible for assistance through HAS, or require modifications not covered by HAS, the Property Manager will contact the Housing Service Centre to request an Occupational Therapist assessment, and the work required will be the responsibility of the Department.

### Damage to Property

If damage occurs to the property the tenant must inform REACH Limited immediately.

The Property Manager (s) will assess and document any damage to a REACH Limited property. The tenant(s) will be responsible for the costs associated with repairs.

The Property Manager (s) will notify the tenant(s) of the costs involved, and ask the tenant to pay this amount. If the tenant is unable to pay the full amount, the tenant and Property Manager will negotiate an affordable payment plan, and the tenant(s) will sign a Damage Repayment Agreement Form (REACH-FM-122).

If the tenant(s) do not honour their obligations as per the Damage Repayment Agreement, the Property Manager will follow the RTA breach process and rent arrears recovery procedure as outlined in this document.

### Tenant Relocation

The determination of priority will be dependent upon the urgency or severity of tenant’s circumstances. Under normal circumstances tenants who have outstanding arrears will not be considered for transfer, until the debt has been repaid, or an agreement has been entered into. In exceptional circumstances the Regional Manager / Assistant Manager may approve a transfer. Some transfers may be subject to confirmation with the Department of Housing and Public Works.

**Transfers**

 **A** **client-initiated transfer** takes place when the tenant needs to move because:

* they are homeless or at risk of homelessness (e.g. fleeing domestic violence)
* they are at risk of violence from members of the local community or neighbourhood
* they need to move to access essential services, employment, to meet cultural obligations, gain access to children or for family/informal support
* the design or size of the current housing does not meet the household’s need.

**A** **provider-initiated transfer** takes place when the tenant needs to move because:

* the property requires significant maintenance or upgrades
* the property is to be demolished or redeveloped
* the property is being resumed by the owner and is no longer available to the provider
* under-occupancy – that is, the property has more bedrooms than the tenants need
* there are persistent neighbourhood disputes or harassment
* there is a health and safety issue or fire or natural disaster
* the transfer moves the household from a high-demand to low-demand area
* the initial allocation of transitional housing is deemed inappropriate, or
* there are other exceptional circumstances, as approved by the management of REACH Limited.

Whether a transfer is considered provider-initiated or client-initiated depends on the *reasons* for the transfer, *not* on whether a client asks for the transfer.

**Transfer Process**

Tenants must fill in the Application for Transfer Form (REACH-FM-120) and submit it to their Property Manager. The Property Manager must fill in the Transfers Checklist (REACH-FM-199)

The Property Manager must:

* assess the tenant’s priority for transfer
* attempt to transfer the tenant within their own portfolio

If a transfer cannot take place within the provider’s own portfolio, the provider will attempt to transfer the tenant to another housing provider.

If a transfer cannot take place within the community housing sector, lodge the Application for Transfer Form (REACH-FM-120) (with the tenant’s consent) and Transfers Checklist (REACH-FM-199) with the local Housing Service Centre.

**Eligibility for a transfer**

For **client-initiated** transfers only, the provider must assess the tenant’s eligibility under:

* Australian citizenship or permanent residency
* Queensland residency
* Assets test (property ownership and liquid assets)
* Independent income
* Household income limits
* Appropriateness of current housing
* fleeing domestic violence
* irreversible family breakdown
* access to essential facilities, support services, employment, to meet parole conditions, enable care of children, to meet cultural obligations (Aboriginal and Torres Strait Islander people)
* design/size of the housing does not meet the household’s needs
* formation of a new household, where a tenant with a disability needs to move to establish a new household under advice provided by Disability Services.

**Verifying the tenant’s circumstances**

The Property Manager must seek to verify the tenant’s circumstances by sighting appropriate evidence, such as a current Domestic Violence Protection Order or letter from a doctor.

If it is not possible to obtain evidence of the tenant’s circumstances (for example, where domestic violence has occurred) the Property Manager may apply discretion in processing the tenant’s application.

**Prioritising tenants for transfer**

Provider-initiated transfers may take place as soon as an appropriate vacancy arises.

The Property Manager must consider the relative priority of client-initiated transfer applications on the following basis:

Very High Need for a transfer:

* homeless or at risk of homelessness due to domestic violence or violence/abuse from another family or community member or neighbour, and/or
* four reasons from the transfer appropriateness criteria above.

High Need for a transfer:

* homeless or at risk of homelessness due to irreversible family breakdown or being split between family and friends, or
* three reasons from the transfer appropriateness criteria above, or
* need to access essential facilities, support services, to meet parole conditions, enable care of children, cultural grounds relating to a death in the tenant’s dwelling or an issue with the design of the housing.

Moderate Need for a transfer:

* need to access employment, cultural reasons excluding a death in the tenant’s dwelling, family and informal support, physical amenity (housing size/overcrowding) or formation of new household.

The Property Manager may use discretion in applying the transfer process.

**Tenants who do not want to remain in Community Housing**

If a Community Housing tenant does not want to remain in Community Housing, the Property Manager must:

* inform the tenant that transfer applications accepted by the Housing Service Centre are placed on the housing register in order of need and it is likely that the tenant will have to wait longer for assistance than if they move within the Community Housing sector
* assist the tenant to lodge the Application for Transfer Form (REACH-FM-120) at the Housing Service Centre
* provide any relevant information on the tenant’s current housing to the Housing Service Centre.

**Rejection of offer**

If a transferring tenant rejects an offer of alternative housing, the Property Manager must assess whether the reason is considered valid or invalid under the department’s guidelines. Tenants who reject offers of housing assistance for invalid reasons may have their transfer priority reassessed.

### When domestic violence is an issue

All attempts will be made to choose a location that will reduce the risk of harassment by the perpetrator. REACH Limited may request supporting documentation from the tenant, to assess the request.

*Some victims wish to escape as far away as possible and all attempts will be made to assist them through:*

* Use of relocation if a property is available in another suburb;
* Seeking a mutual exchange arrangement; and
* Attempting to transfer through another housing provider.

### Relationship Breakdown

If relationship breakdown is the primary issue and both people in the relationship are on the lease, they will be asked to negotiate between themselves who is to remain in the property. REACH Limited will make the final decision based on ongoing eligibility. If only one person in the couple is on the lease as principal tenant, this person will remain in the tenancy.

### Mutual Exchange

When more than 1 household requires relocation, the Property Manager will refer to the transfer register, to ascertain if a mutual exchange is an option. A mutual exchange can occur when there is an appropriate match of property requirements/locations on the transfer register.

Mutual exchange between tenants can occur where:

All parties agree,

In such instances as outlined in relocation above and where the exchange would provide better outcomes for household composition.

In some instances, it may be possible to facilitate an exchange with other Community Housing organisations where location is imperative to its tenants and on the basis of any of the requests for relocation as above.

### Over /Under Occupancies

REACH Limited follows the One Social Housing System allocation process, in order to ensure that under occupancy and overcrowding issues are addressed at the point of allocation. Only in exceptional circumstances would over or under occupancy occur at the point of allocation. Exceptional circumstances would include such issues as urgent child protection as recommended by the Department of Child Safety.

After the initial allocation, over time, the household composition may change. In these circumstances, REACH Limited will identify overcrowding or under occupancy issues, and where possible, attempt a mutual exchange or relocation of the household.

REACH Limited will also identify any household composition changes when completing the annual rent review. Where it is identified during this process that a property is being under or over occupied, REACH Limited will endeavour to complete a mutual exchange, relocation or transfer. However this will be subject to the availability of appropriate housing stock, within REACH Limited’s portfolio, or the social housing sector, and the consent of the tenant(s). Any such transfers, relocations or exchanges will remain voluntary.

Where these issues are identified, REACH Limited will document the decision of the household members by completing an Over/Under Occupancy Review Form (REACH-FM-244).

### Succession of Tenancy (When a Principal Tenant Leaves or Dies)

Any succession of tenancy will only be completed if the remaining occupants remain eligible for housing assistance. If an occupant(s) remains eligible for housing assistance, but in a different property due to bedroom entitlements, the occupant(s) will be placed on the organisations transfer waitlist, and the REACH Limited transfer process will be followed.

In the event of person(s) squatting at a premises, the action taken by REACH Limited will depend on the circumstances, as defined below.

Where squatter(s) have taken up residence in a vacant property:

REACH Limited will contact the Queensland Police Service to remove the squatters. In some circumstances an application to the Queensland Civil and Administrative Tribunal (QCAT) may have to be lodged in order for the police to attend.

Where squatter(s) have taken up residence in a tenanted property:

REACH Limited will attempt to contact the tenant(s) to discuss the issues around the unapproved occupant(s). If no contact has been made within 24 hours, REACH Limited will attend the property and speak directly with the squatter(s), to negotiate their exit. If required, REACH Limited will follow the Residential Tenancies Authority Breach and Eviction Process (REACH-FM-129 and REACH-FM-80) and submit an application to QCAT for an order to be made for vacant possession. In some circumstances an Abandonment Notice RTA Form 15 (REACH-FM-130) may be issued.

**Termination of Agreement by the Tenant**

The tenant may terminate the agreement at any time with a minimum of two (2) weeks’ notice, by completing the Notice of Intention to Leave Form RTA Form 13 (REACH-FM-67). If there is a change in a tenant’s circumstances and they wish to continue the tenancy with REACH Limited, the Property Manager will provide the tenant with a Revoking of Notice of Intention to Leave Form (REACH-FM-271).

At the time that a tenant gives notice, the Property Manager will request an appointment with the tenant to make a final inspection of the property and to discuss outstanding issues such as rent arrears or reimbursements.

If there is tenant damage to the property, the costs will be the responsibility of the tenant, and will be deducted from the rental bond. If the cost of work exceeds the amount to be reimbursed, the tenant and the Property Manager will complete a Damage Payment Agreement Form (REACH-FM-122). If the exiting tenant has failed to complete the cleaning required, and the bond doesn’t cover this amount, the tenant and the Property Manager will complete a Cleaning Agreement Form (REACH-FM-121). Where rent arrears exist and exceeds the amount of bond held, a Rent Arrears Agreement Form (REACH-FM-125) will be completed by the tenant and Property Manager. In all these cases, the tenant will also be provided with a copy of the Rent Arrears Recovery Procedure (REACH-FM-175) which explains the process REACH Limited will follow if the agreement is not honoured.

**Termination of the Agreement by Provider:**

A tenant who fails to comply with the requirements of their tenancy according to the RTRAA 2008, their Program Specifics or Ongoing Eligibility requirements, they may be issued with a Notice to Leave RTA Form 13 (REACH-FM-80). Termination of their lease will occur only after all due legal process is followed.

Whilst the legal process is followed, all attempts will be made by Property Managers to stabilise the tenant’s housing. This will include making telephone contact with the tenant, written correspondence or holding face-to-face discussions to offer support and referrals if needed. Where necessary, written agreements between the tenant and REACH Limited may be entered into, in order to sustain the tenancy. If an agreement has been entered into after a Notice to Leave RTA Form 13 (REACH-FM-80) has been issued and subsequently revoked, any breaches of the agreement will result in a new Notice to Leave RTA Form 13 (REACH-FM-80) being issued to the tenant. When a Notice to Leave RTA Form 13 (REACH-FM-80) has been revoked, the tenant will be notified by the Property Manager in writing with the Revoking of Notice to Leave Conditions (REACH-FM-270).

***Any tenant/occupant who have wilfully caused malicious damage to a property or who have exhibited violent behaviour, leading to eviction, will not be considered for future housing assistance with this organisation.***

**Abandonment**

If REACH Limited believes on reasonable grounds, that the property has been abandoned, an Entry Notice RTA Form 9 (REACH-FM-124) with 24 hours’ notice will be issued, to determine if the property has been abandoned. When it has been determined that a tenant has abandoned a property, REACH Limited will issue the Abandonment Termination Notice RTA Form 15 (REACH-FM-130). The following points are used to determine abandonment.

* Rental payments have ceased
* Tenant has been un-contactable by mail, phone or at the property
* Evidence of mail not being collected
* Observations from other tenants/neighbours
* Absence of household goods

Upon receipt of the Abandonment Termination Notice RTA Form 15 (REACH-FM-130), the tenant has seven (7) days to contact REACH Limited or lodge an application with the Queensland Civil and Administrative Tribunal (QCAT) to have the notice set aside.

**Abandoned Goods**

**Disposal of goods**After the tenancy agreement has ended, the lessor/agent may dispose of the goods left behind by the tenant where:

* the total market value of the goods is less than $1500, or
* storage of the goods would be unhealthy or unsafe, or
* storage of the goods would cause their market value to be completely or substantially reduced, or
* the cost of removing, storing and selling the goods would be greater than the amount raised in the sale of the goods.

If the total value of the goods is more than $1500, they must be stored for one month at least. A tenant must not be refused access to their goods nor goods withheld in lieu of payment of rent. The tenant may be held responsible to pay reasonable removal and storage costs before the goods are released.

If the tenant fails to return keys after abandonment, locks will be changed prior to a new occupancy of the premises, and the exiting tenant will be responsible for this cost.

**Sale of goods left behind**After the storage period has expired, the goods must be disposed of by auction unless the Tribunal orders their disposal by another method. The lessor/agent may apply to the Tribunal for an order about the disposal of the goods. REACH Limited’s preferred option for disposal of goods is to apply to QCAT for an order to be made allowing donation of the goods to a charity.

If REACH Limited takes the goods to auction, to try and recoup any outstanding debts, a notice of the auction must be placed in a newspaper circulating in the area where the goods were abandoned. The notice must describe the goods and state the day, time and place of the auction, which must be at least seven days after the notice is published.

If the tenant (or a person other than the tenant, who is the owner of goods) is dissatisfied with the way in which REACH Limited has dealt with goods, they can make an urgent application to the Tribunal for the matter to be considered. The Tribunal may make orders for compensation or other orders which may be appropriate.

**Exit Interviews**

Feedback will be sought from tenants exiting their accommodation. This will include their experience in being housed with REACH Limited; comments on the standard of the housing and any faults that require attention; the accommodation and location of the housing the tenant is moving to; and reasons for ending the tenancy. This information will be collected using the Exit Interview Form (REACH-FM-134).

**GENERAL TENANCY INSPECTIONS:**

REACH Limited will conduct regular inspections, in order to ensure that the conditions of the tenancy and the tenant(s) responsibilities are being met, as defined in the RTRAA. Inspections are also carried out to ensure that the property is in a fit and safe condition as per the responsibilities of the organisation, as defined in the RTRAA.

**NOTIFYING THE TENANT OF AN INSPECTION:**

Before conducting an inspection, REACH Limited will notify the tenant of the time and date of the inspection by completing the Entry Notice RTA Form 9 (REACH-FM-124) and forwarding to the tenant. For general inspections, REACH Limited is required to give the tenant seven (7) days notice, before the scheduled entry date. REACH Limited ensures that this notice is received within the specified time frame by allowing an extra three (3) days for postage.

When the Entry Notice RTA Form 9 (REACH-FM-124) is sent to a tenant, they are also advised that if they aren’t present for the inspection, that REACH Limited will enter the property with the office keys, and will take photographs of the condition of the property.

The tenant is advised of this by attaching the Entry Notice Additional Information Form (REACH-FM-273) to the Entry Notice RTA Form 9 (REACH-FM-124).

### Emergency Inspections

If the Property Manager has reason to believe that people or property may be at risk, an emergency inspection may be carried out with no notice required.

Domestic and Family Violence Support

**Domestic violence in a rental property**

Domestic and family violence is any form of violence or

abuse where the abusive person is a spouse (including

de facto), an intimate or dating partner, a family member

or an informal carer.

A person who suffers domestic violence in a rental

property has rights under tenancy law, even if they are

not named on the tenancy agreement. If someone in a

rental property is experiencing domestic violence they

can apply to QCAT to:

• end the tenancy agreement

• be listed as the tenant

• remove the name of the person who has committed an

act of domestic violence from the tenancy agreement

• prevent their personal information being listed in a

tenancy database where a breach of the agreement

is a result of the actions of a person who has

committed an act of domestic or family violence

Every person has a right to feel safe and live free from

violence. If there is violence in your home, you may be

able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au

for more information on domestic violence orders.

If you are affected by domestic and family violence and/or

sexual abuse, you can contact any of the organisations

below for free and confidential support and assistance.

*Pocket guide for tenants – houses and units* (Form 17a) Information Statement

Form 17a – v6 Dec18 Copyright © Residential Tenancies Authority

ISBN: 978-0-9586156-1-7

Residential Tenancies Authority

w rta.qld.gov.au

t 1300 366 311

Mon – Fri: 8.30am – 5pm

Emergency

Police, firefighters or ambulance.

t 000 (triple zero)

Tenants Queensland

w tenantsqld.org.au

t 1300 744 263

National Relay Service

Assistance for deaf, hearing or speech impaired clients

TTY or computer modem.

t 133 677

Translating and Interpreting Service (TIS)

TIS will telephone the RTA for you at no extra cost.

t 131 450

Lifeline

Personal crisis support.

Anyone experiencing a personal crisis other than

domestic and family violence, such as loss of a loved

one, financial hardship or serious illness, can contact

Lifeline for support and referrals to appropriate services.

t 13 11 14

DV Connect

Domestic/family violence and crisis support.

w dvconnect.org

t 1800 811 811 – Womensline

t 1800 600 636 – Mensline

t 1800 010 210 – Sexual Assault Hotline

Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance.

t 1800 019 123

**Contact information**

*we’re here to help*

COMPLAINT AND APPEAL POLICY

POL-28

# Goal

Complaints or disputes may occur for a number of reasons and between different parties. This policy refers to disputes between tenants, and to disputes between tenant/s and staff, and between tenant/s and (non-tenant) neighbours.

The complaints system is to be practical in application and readily accessible by tenants and employees. Tenants will be provided with information about how to make a complaint or appeal a decision and about how to access advocacy organisations or individual advocates to help them make a complaint or appeal.

REACH Limited recognises that from time to time a tenant may wish to make a complaint about decisions, behaviour or actions of REACH Limited’s staff or Board, which he/she may feel is unfair or inconsistent with the policies of REACH Limited, or which interfere with his/her rights as a tenant. REACH Limited will address all complaints through documented processes that are fair, consistent and accessible to all.

### Tenant to tenant disputes

If a tenant makes a complaint about another tenant, the Property Manager is to respond in accordance with the Residential Tenancies Authority (RTA) Residential Tenancies and Rooming Accommodation Act 2008 (RTRAA) if the nature of the complaint is covered by that Act. If the nature of the complaint is not covered by the RTA but is of a personal nature, the complainant will be advised to address the issue directly with the tenant concerned.

If the tenants cannot resolve the issues themselves, REACH Limited employees will provide tenants with information about the free service provided by the Dispute Resolution Centre and advise them to contact this service.

### Aggressive tenant disputes

There may be an occasion where the dispute between two or more tenants involves intimidation, harassment or verbal/physical violence. REACH Limited employees have a Duty of Care under the RTA to take responsibility for tenancy issues.

Attempts are to be made to ascertain whether such an incident is a tenancy issue and therefore covered under the RTA, or whether it is of a personal matter for which the tenants must take action themselves. It may be that both areas, RTA and personal, are involved.

REACH Limited employees are to obtain versions of the incident from both tenants. This may involve visiting the tenant about whom the complaint is made as soon as possible. In these circumstances the Property Manager is not to make the visit alone and is to be accompanied by another staff member.

The complainant may be referred to any support/advocacy agency, or counselling service, which may be able to assist them.

All written complaints are to be recorded in the Complaints Register. In some circumstances, continual verbal complaints received within a short time frame regarding the same issue may be recorded in this register also. The Complaints Register holds the following information:

* Name of complainant
* Date of complaint
* Details of the complaint
* How resolved
* Who it was resolved by
* Any follow up action required

### Tenant to Employee Disputes

This process is to apply only to complaints made by current, past or prospective tenants if they have a complaint about matters relating to REACH Limited staff. This does not include complaints that fall under the RTRAA.

The preferred process for tenant to employee disputes is as follows:

* Employee and tenant to discuss the issue verbally
* If unresolved, the tenant is to submit the complaint in writing to management
* Management is to engage mediation where appropriate (internal or external)
* If the issue is still unresolved, management will submit the complaint to the Board of Directors

### Tenant and Non-Tenant Neighbour Disputes

If a tenant makes a complaint about a neighbour, REACH Limited staff will provide the tenant with information about the Dispute Resolution Service Centre and advise the tenant to contact this service. The Property Manager will provide support in completing any related documents if required.

Where a non-tenant neighbour makes a complaint about a tenant, REACH Limited will:

* Listen to the complaint and if the nature of the complaint is covered by the RTA legislation, request that it be put in writing.
* Obtain both versions of the complaint from the neighbour and the tenant.
* Obtain information from other tenants if possible
* Advise the neighbour to deal with the matter by other means if the complaint is not covered under the RTRAA.

**Complaints tabled to the Board by management:**

Where a complaint cannot be resolved at management level:

* The Regional Manager will provide the Board with details of the complaint
* The Board will nominate a delegate(s) to address the complaint
* The delegate(s) will investigate the complaint and report back to the Board
* The Board will provide instruction to management on how to proceed

In some cases an independent third party may be engaged, if required.

**Complaints received directly by the Board:**

Where a complaint has been received by the Board (as a whole or an individual member) that has not been received through the office:

* The Chairperson must be informed of the complaint
* The Chairperson will determine the severity of the complaint and advise the Board
* The Chairperson will then determine the most appropriate course of action to resolve the complaint

In some cases an independent third party may be engaged, if required.

**Appealing a Decision**:

If a request for a review of a decision has been received, the applicant will be given a written response. REACH Limited will ensure that the person dealing with the matter has no personal interest, or conflict of interest (actual or perceived) and a review of a decision is not to be made by the original decision maker. In some cases an independent third party may be engaged, as required.

RIGHTS OF TENANCY POLICY

POL-29

# Goal

REACH Limited will manage tenancies in accordance with the RTA, the Housing Act 2003, and will conform to all other relevant Legislation and Funding requirements.

REACH Limited will ensure that the rights of tenants, as determined by relevant Legislation and the Company’s Policies and Procedures, are acknowledged and respected. REACH Limited will provide comprehensive written and verbal information in an accessible form about tenancy conditions.

REACH Limited Regional Manager has the delegated authority to implement the policies and procedures and undertake all ordinary tasks relating to the management of tenancies and tenancy conditions. Matters of legal significance including the signing of Head Lease arrangements, matters likely to affect the public image of the organisation, and matters of complaints and appeals are referred to the Board as specified in these policies and procedures.

# Objective

* Allow tenants to have a full understanding of the rights accorded to them and their accompanying responsibilities in a social and legislative context.
* Staff to operate from clear guidelines and principles that uphold the rights of tenants.
* REACH Limited recognises the rights of tenants in this service as intrinsically important in the design and delivery of services.
* Supportive and intensive tenancy management is to be provided to tenants in order to assist them to maintain their accommodation.

If the tenant feels that a decision regarding their tenancy/property has not been responded to appropriately, the tenant may appeal the decision. The Property Manager will try to resolve the issue by reviewing the decision with tenant, allowing them to provide more information about the issue.

If a tenant is still unsatisfied with the decision, they will be provided with a copy of the REACH Limited Complaints and Appeals Policy in order to take the matter the further.

REFERRALS POLICY

POL-31

**Goal:**

REACH limited is committed to providing all tenants and enquirers with appropriate and accurate information to help best meet the ongoing housing needs of the individual(s), by providing a clear and transparent process to refer these persons to other avenues for assistance.

**Objective:**

* REACH Limited will manage each enquiry in a transparent and professional manner while respecting each enquirer’s right of privacy of information.
* To identify the enquirers needs in order to make an appropriate referral.
* To provide and maintain a comprehensive information service for housing related information within the wider community.
* To maintain a database that reflects the enquiries made and the referrals recommended, which will be used to track housing trends and future growth of the organisation.
* Tenant referrals may include but are not limited to referrals to other Social Housing Providers, Housing Service Centres and Rent Connect.

**ELIGIBILITY POLICY**

**POL-32**

**Goal:**

REACH Limited is committed to ensuring that all applicants and existing tenants are eligible and remain eligible for housing assistance under the Common Eligibility Criteria of the One Social Housing System relevant to the program specifics.

Tenants are selected openly and fairly, based on an assessment process which considers individual and local housing needs and meets the stated aims of REACH Limited.

**Eligibility:**

REACH Limited will:

* Ensure that information regarding the Department’s Common Eligibility Criteria is current and accurate.
* Ensure that all applicants have a current application on the Department’s Register of Need.
* Review ongoing eligibility of tenants annually, through the annual rent review
* Assess applicants for Social Housing against all of the following common eligibility criteria:
	+ Australian citizenship or permanent residency
	+ Queensland residency
	+ Assets test (property ownership and liquid assets)
	+ Independent income
	+ Household income limits
	+ Appropriateness of current housing
* Ensure the applicant is homeless or at risk of homelessness

Homeless means, those persons who

1. Have no shelter and are living in public spaces, in abandoned buildings or out of a car.
2. Have no permanent shelter and sleep regularly on the floor or couch, in the garage or under the house of relatives and friends or in crisis shelters.
3. Live in overcrowded conditions
4. Live in shared living arrangements where there is no security or safety or live in a violent household or a domestic violence shelter to escape this violence

At risk of homelessness means, those persons who

1. Are paying 30% or more of their gross household income in rent and who are located within markets with median rents in excess of their total income; that is, more than 100% of income is required to access housing at an adequate size and standard of the household, or people who are restricted to access to the private housing market

**Ranking of Eligibility:**

The ranking system for eligibility will be applied when there is more than one suitable applicant who has been interviewed for a particular property. Applicant(s) who are allotted the highest number of points based upon the eligibility criteria below, will be considered the applicant most in need. If two (2) or more interviewed applicants have an equal score, then the allocation will be made to the applicant who is most likely to succeed in the tenancy.

|  |  |  |  |
| --- | --- | --- | --- |
| Need | Score | Need | Score |
| Applicant(s) is: |  | Applicant(s) is living in: |  |
| Sleeping Rough | 10 | Affecting tenancy of others | 8 |
| Child safety issues | 10 | Hostel  | 5 |
| Unsafe Housing | 10 | Caravan Park | 3 |
| House contributing to Health issues | 10 | Inadequate Housing | 3 |
| Exiting correctional Facility  | 10 | Private Rental Market | 1 |
| Parole Housing  | 9 | Transfer for non urgent reason(s) | 0 |
| Emergency Accommodation | 9 | Other Social Housing | 0 |
| Overcrowding | 8 |  |  |

ALLOCATIONS POLICY

POL-33

# Goal

REACH Limited will allocate properties according to the requirements of the particular program areas as specified by its funding body, the Queensland Department of Housing and Public Works. All applicants who are eligible for assistance will be assessed on a non-discriminatory basis. Assessments will be open and transparent so that decisions are made clearly and consistently.

REACH Limited is committed to supporting the One Social Housing System throughout the allocation process.

# Objectives

* Ensure that all allocations reflect that the applicant is in the highest need for housing assistance
* Develop and maintain a transparent ranking system to prioritise the needs of all applicants during the interview process
* Commitment to completing the allocation process in a timely manner
* Monitor timeframes around the allocation process for continual improvement
* Declare all conflicts of interest and manage the declarations as per the Conflict of Interest Policy
* Allocation decisions are to be made by an interview panel consisting of two (2) REACH Limited employees, or one (1) REACH Limited employee and an impartial third party where a conflict of interest has been declared
* REACH Limited gives the Property Manager(s) delegated authority to complete any legal agreements with the tenant
* Ensure that all successful applicants are provided with a Letter of Offer with a timeframe of three (3) working days to accept or decline the offer of housing
* REACH Limited will utilise modified properties for those applicants or tenants in need of

disability modifications to assist them to live independently. Such allocations will be approved by exception from normal allocation procedures if: the tenant has been approved for transfer on the basis they require disability modifications and have met the assessment criteria, or: the applicant has also been through a full assessment process and the modified property

will meet their needs.

* REACH Limited will to the best of its ability ensure that:

-Occupancy levels of properties match bedroom entitlements

-Common rooms, leisure areas, kitchen, bathroom and laundry areas cater for maximum resident numbers planned for the particular property

-allocations are made with essential services access available to clients

 **SUCCESSION OF TENANCY POLICY**

**POL-34**

**Goal:**

REACH Limited is committed to the concept of succession of tenancy and supports the current tenant base in their decisions regarding remaining in their current housing after the death or indefinite relocation of an existing tenant.

**Objective:**

To ensure that any succession of tenancy will only be completed if the remaining occupant(s) remain eligible for housing assistance under the One Social Housing System. If an occupant(s) remains eligible for housing assistance, but in a different property due to bedroom entitlements, the occupant(s) will be placed on the organisation’s Utilisation of Housing Stock and Transfer Register (REACH-FM-245) and the transfer process will be followed.

Where and when a transfer to an appropriate property is available, REACH Limited will support the tenant/occupant(s) to relocate. In this instance, the tenant/occupant(s) must complete the transfer process, or their ongoing housing assistance may be at risk.

In some instances a transfer may not be immediately available, in which case, the tenant/occupant(s) will be able to remain in the current property, however, they will be classified as a high priority in the REACH Limited Utilisation of Housing Stock and Transfer Register (REACH-FM-245).

 **RENT ARREARS POLICY**

**Goal:**

To manage rent arrears in an efficient manner to ensure the ongoing viability of the organisation and being mindful of any financial burden placed upon tenants.

**Objective:**

To monitor and identify instances of rent arrears in a timely manner in order to reduce any potential hardship to both the tenant and the organisation, and to provide affordable options to address arrears and maintain tenancies.

**Rent Arrears**

As per the Residential Tenancies Rooming and Accommodation Act 2008 (RTRAA 2008), a tenant is in rent arrears when the full rent amount has not been paid within seven days of the invoice date. Rent arrears is considered a serious breach of the tenancy agreement and will be addressed as a matter of importance by the organisation.

**Rent Arrears Recovery**

REACH Limited will follow the breach process to attempt to recover all rent arrears. Where full payment of rent arrears cannot be recovered within the breach period, we will work with the tenant(s) to recover the outstanding amounts.

**Rent Arrears Payment Plan**

In some instances, REACH Limited will allow tenant(s) to pay off rent arrears through the Rent Arrears Payment Plan procedure, giving regard to the ongoing viability of the organisation and being mindful of any financial burden placed upon tenants. Rent Arrears Payment Plan calculations will be calculated as a percentage of the fortnightly rent.

Failure to address rent arrears by the tenant will ultimately place their ongoing tenancy with REACH Limited at risk.

