

RENTER DAMAGE AND RECHARGE POLICY

1.0 PURPOSE & SCOPE

This policy outlines EACH Housing Limited's (EHL) approach to managing property damage that is the responsibility of renters. It defines the responsibilities of renters and EHL in relation to property maintenance and the recovery of costs for renter-caused damage. Damage may include that caused by children, partners, pets, or any visitors to the property.

This policy applies to all long-term rental properties owned or managed by EHL.

2.0 POLICY STATEMENT

EHL is committed to maintaining its housing assets in good repair, ensuring properties remain safe, secure, and fit for use. This policy sets out EHL's guiding principles and responsibilities in addressing renter-related damage and potential recharge costs in line with the *Residential Tenancies Act 1997 (Vic)*. (RTA)

EHL adheres to the following principles:

- Decisions are consistent, fair, and accountable.
- Renters are provided with clear, timely information regarding responsibilities and processes.
- Renters' human rights are considered under the *Charter of Human Rights and Responsibilities Act 2006 (Vic)*.
- Trauma-informed responses are prioritised where family violence is identified.
- Repair charges are evidence-based and assessed on a case-by-case basis.
- All charges are open to appeal and subject to waiver under appropriate circumstances.

EHL does not charge for:

- Fair wear and tear from normal use of the property
- Damage due to verified mental/physical health conditions, family violence, or criminal activity by a third party (with evidence)
- Items, fixtures, or fittings that are at the end of their useful life or due for programmed replacement

2.1 Approach to Repair Charges

Renters must report damage to EHL as soon as possible, regardless of the cause. Renters are expected to take reasonable care to avoid damage to the rented premises and any common areas.

Where damage is found to be caused by deliberate action, neglect, or a breach of tenancy obligations by the renter, household members, or their visitors, EHL may seek recovery of repair costs. In cases of serious or malicious damage, EHL may issue a Notice to Vacate under section 243 of the *RTA*.

EHL investigates all instances of damage before determining liability. Renters are given the opportunity to respond or provide context, and decisions are documented with evidence.

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2.2 Repair Charges

2.2.1 Intentional Damage

Examples include:

- Alterations without EHL approval
- Alterations that fail to meet required standards
- Malicious damage (e.g. graffiti, deliberate breakages)
- Removal of floor coverings or fixtures
- Punctures to walls, cabinetry, or doors
- Blockages caused by flushing inappropriate items (e.g. wipes, nappies, toys)

2.2.2 Neglectful Damage

Examples include:

- Broken windows, doors, clotheslines, or security screens
- Damage to plumbing fixtures (toilets, sinks, bathtubs)
- Burns or stains on carpets
- Infestations due to poor cleanliness
- Failure to report issues that worsen over time (e.g. leaks)
- Missed appointments with maintenance contractors
- Erroneous call-outs to contractors or services

2.2.3 Compliance with Third-Party Directions

Repair costs may be charged when damage arises due to:

- Emergency access by police, fire brigade, or council
- Directions from regulatory authorities (e.g. council enforcement, hoarding orders)
- Orders issued by VCAT under the RTA
- Property damage arising from actions taken by emergency services (e.g. forced entry)

2.2.4 End of Tenancy

Costs may apply where:

- The renter fails to restore the property following approved alterations
- Keys, fobs, or remotes are not returned
- The property is not returned in a reasonably clean condition
- Renter belongings (furniture, rubbish, personal items) are abandoned and require removal

2.2.5 Waiver or Reduction of Charges

EHL may consider waiving or reducing charges where:

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- A renter's disability, health condition, or trauma contributed to the damage
- A third party caused the damage without the renter's knowledge or invitation (e.g. police actions, break-ins)
- Damage occurred in the context of family violence

Mitigating circumstances are reviewed case-by-case by the Housing Coordinator or The Manager Housing Services. Renters must provide supporting evidence (e.g. police report, medical letter) within a reasonable timeframe—preferably within seven (7) days.

2.3 Appeals and Repayment Agreements

Appeals and repayment processes are as follows:

If a renter disputes the repair charges or denies liability, they may request a review. EHL will provide a clear process for appeal and inform renters of their right to apply to VCAT to determine liability under the *RTA*.

If the renter accepts liability, they may choose to:

- Pay the full amount immediately; or
- Enter into a repayment agreement with EHL (instalments or lump sum).

Renters may seek third-party assistance in negotiating repayment. Fixtures and fittings at end-of-life will not be charged. If the renter has vacated, EHL may recover unpaid charges from the bond.

2.4 Breach and Compliance Process *Breach actions may include the following:*

Where an agreement cannot be reached, or an agreement is breached, EHL may:

- Issue a breach of duty notice under s.208 of the *RTA* for failing to:
 - Avoid damage (s.61)
 - Keep the property clean (s.63)
 - Seek consent for fixtures (s.64)
- Apply to VCAT to recover costs or issue orders

2.5 Communication

EHL communicates its renter recharge policy clearly through:

- Written correspondence regarding specific charges
- Policy availability via the website or upon request
- Information shared at tenancy commencement and throughout the tenancy

3.0 DEFINITIONS

In this policy:

Residential Tenancies Act 1997 (RTA)	Is the legislation governing rental agreements in Victoria, Australia. It outlines the rights and responsibilities of renters and rental providers (landlords) in residential tenancies, rooming houses, caravan parks, and specialist disability accommodation. The Act covers key aspects such as rent,
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	repairs, bonds, breaches, evictions, dispute resolution, and compliance with rental laws.
Renter	A person who occupies a property rented from a rental provider (landlord) under a legal tenancy agreement.
Victorian Civil and Administrative Tribunal (VCAT)	A tribunal that hears and resolves disputes under the RTA, including tenancy-related matters such as rent arrears, breaches of agreements, and eviction proceedings.
Alterations	Changes made to the property by the renter, including painting, installing fixtures, or removing flooring. Some alterations require EHL approval.
Breach of Tenancy Agreement	A violation of the terms and conditions set out in a renter's tenancy agreement, such as non-payment of rent, property damage, or disruptive behaviour.
Deliberate Damage	Intentional damage caused by the renter, household members, or visitors.
Fair Wear and Tear	Gradual deterioration from normal use, such as faded paint or worn carpet.
Neglectful Damage	Damage caused by failing to take reasonable care.
Unapproved Modification	Any change to the property that has not been permitted under the RTA or approved by EHL.
Erroneous Call-Out	A service request made by the renter that results in a contractor or service attending the property unnecessarily — for example, where no issue is found, access is not provided, or the renter failed to cancel the request in time.
Reasonably Clean	Where an item or surface is free from dirt, marks or stains and cannot be improved to a reasonable standard with additional cleaning

4.0 DOCUMENT OWNER

The Manager Housing Services, EHL is the subject matter expert and person responsible for this document review.

5.0 REFERENCES AND RELATED DOCUMENTS

Legislation and Regulatory Requirements

This policy aligns with EHL's obligations under:

- Housing Act 1983 (Vic)
- Residential Tenancies Act 1997 (Vic)
- Performance Standards for Registered Housing Agencies (Housing Registrar)
- Victorian Housing Register (VHR) Operational Guidelines
- Ending Tenancies Policy and Procedure
- Complaints and Appeals Policy