

RENTER DAMAGE AND RECHARGE POLICY

1.0 PURPOSE AND SCOPE

This policy establishes the approach of EACH Housing's (EHL's) to clearly define the renter's responsibilities and EHL responsibilities in maintenance.

EHL may charge renters for the cost of repairing renter-caused damage to a property or undertaking services that the renter is responsible for. Renter caused damage includes damages caused by children, partners, pets, or any visitors invited into the property by the renter.

This policy applies to all tenancies in EHL owned and managed properties.

2.0 POLICY STATEMENT

2.1 Approach to repair charges

Part 2 of the Residential Tenancies Act (RTA) outlines the rights and duties of the renter and the Residential Rental Provider (general duties of renters and Residential Rental Providers) which forms the basis of the Renter Damage Policy.

A renter who becomes aware of any damage (whether the damage is caused by the renter or not) to the rented premises must inform EHL as soon as possible.

EHL will perform repairs to ensure that the premises are maintained in good repair.

A renter must avoid damage to premises or common areas:

- (a) A renter must ensure that care is taken to avoid damaging the rented premises.
- (b) A renter must take reasonable care to avoid damaging the common areas.

EHL will seek to recover repair charges from renters in circumstances where repairs to the premises are necessary, as a result of deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission. EHL will not seek to recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a renter.

EHL may not seek to recover repair charges for damage caused by mental and physical health, instances of family violence, or third-party criminal damage.

EHL not seek to recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced.

- The policy may not apply to circumstances where renters, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, EHL may serve an immediate notice to vacate and seek an Order for Possession under s243 of the RTA.

2.2 Repair charges

Repair charges for damage and repairs will be sought from renters in the following circumstances:

2.2.1 Intentional damage to the property:

- alterations being made without approval
- alterations carried out by or on behalf of the renter not conforming to EHL requirements
- fixtures or fittings installed do not meet the required standards of EHL
- floor coverings being removed without the consent of EHL
- malicious damage to the premises

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- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

2.2.2 Neglectful damage:

- broken and damaged clotheslines and hoists
- broken windows
- burns or other damage to carpets that cannot be considered fair wear and tear
- damage caused by neglect
- damage to toilets, basins, showers, and bathtubs
- damaged/missing doors and security screens
- erroneous call outs
- failure to keep the property in a reasonably clean condition
- failure to take care to prevent damage to the property
- pest control

2.2.3 Compliance with third party instructions:

- instances where emergency services are required to gain access to the premises, the renter may be invoiced for the cost of any associated damage
- a direction from Victoria Police
- a direction from council by-laws [e.g. hoarding]
- a direction from the Metropolitan Fire Brigade or the Country Fire Authority
- the premises being damaged or destroyed by fire as a result of the actions of the renter, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- a compensation or compliance order from Victorian Civil and Administrative Tribunal (VCAT)

2.2.4 Conclusion of the tenancy:

- approved alterations being made during the tenancy and the premises not being restored to the condition existing at the start of the tenancy or as at completion of the most recent works undertaken by EHL (fair wear and tear excepted)
- broken locks or where keys have not been returned to EACH Housing at the end of a tenancy
- end of tenancy cleaning.
- any costs associated with the removal of renter property such as furniture, appliances, personal effects, or vehicles left behind at the end of the tenancy

Prior to taking any action in relation to damage to the premises / tenancy breaches, EHL will investigate and confirm the renter's responsibility for the damage, including discussing the matter with the renter. EHL will undertake a human rights impact assessment before determining whether to issue a tenancy breach relevant to the level of damage at the property.

3.0 Responsibilities

3.1 Renter Responsibilities

Renters will:

- Abide by the terms and conditions of their Tenancy Agreement
- Take good care of the property and keep it reasonably clean
- Tell EHL as soon as possible if the property has been damaged

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- Pay costs for damage that results from deliberate action, mistreatment or negligence of a renter, household member or visitor has been proven and to comply with orders to pay the cost of repairs or cleaning
- Report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or family violence (if possible); and provide EHL with an event number
- Rectify any alterations carried out by the renter before handing the keys back
- Restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear
- Return all keys to EHL at the conclusion of a tenancy

3.1.2 Residential Rental Provider responsibilities

EHL commits to fulfil its role as Residential Rental Provider under the RTA.

EHL will:

- Ensure the premises is in reasonably clean condition prior to a tenancy commencing, is maintained to a community standard, and never below a habitable standard
- Provides renters with a written statement setting out the rights and duties of the EHL and the renter under a tenancy agreement
- Inspect the premises every 12 months, or as permitted under the Residential Tenancies Act
- Undertake responsive and cyclical maintenance, and has a flexible program of upgrades that can take advantage of vacancies
- Ensure all maintenance is undertaken by qualified tradespeople

3.1.3 Managing renter repair charges

If EHL considers that the renter has breached their responsibilities as outlined in the tenancy agreement or in this or any other applicable policy, the EHL may seek repair charges for the costs to repair damage.

EHL will undertake the following steps to seek to recover repair charges:

- Inspect the premises and complete a property condition report
- Collect evidence of the damage sustained at the premises, and evidence of how the damage may have occurred, including photos
- Detail in a transparent and comprehensive manner to the renter the repair charges to recover the costs of the repairs and maintenance
- Provide the renter a written notice of the proposed renter repair and maintenance charges, the notice will outline the proposed terms of the repair charges, and will also provide the renter with the option to negotiate on these terms
- In the interests of transparency and accountability, the EHL will provide information relating to how the cost of repairs were determined

3.1.4 Determining responsibility for damage to the premises

To determine who is responsible for the cost of repairing damage to the premises EHL will ensure the process is fair, timely and evidence based on:

- Inspecting the premises and documenting the damage where appropriate
- Taking into consideration the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
- Taking into consideration damage due to fair wear and tear, which EHL are responsible to repair
- Taking into consideration damage due to an emergency where there was good cause to believe that the renter's health and wellbeing was at risk

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- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the renter is required to provide evidence
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases, a Police report should be supplied by the renter
- Discussing the items of damage with the renter and recording information the renter or a third party gives EHL about the possible cause of the damage
- Taking into consideration the type of damage and any information concerning liability the renter gives to EHL when reporting the damage

In circumstances of criminal activity, the renter is requested to provide evidence within seven (7) days, proving the renter has reported the matter to the Police, such as a Police statement or Police Event Number.

Where EHL determines that the damage is a result of intentional damage, mistreatment or neglect, the renter will be responsible for the cost of repair work.

EHL will seek to recover the cost of repairing the damage from the renter or in certain circumstances, for example where the damage is a result of criminal activity.

4.0 APPEALS AND AGREEMENTS

4.1 Appealing decisions about renter repair costs

If a current or vacated renter disputes the amount of the renter repair charges or denies responsibility for the damage, EHL advises them of their right and the process to lodge an appeal for a review of the decision.

EHL will advise the renter that they can apply to VCAT to have the condition of the premises and any damage determined by the tribunal (where applicable) as per the RTA.

4.2 Repayment Agreement

After responsibility has been resolved, EHL and the renter will both sign a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments).

Renters may choose to have third party support in resolving and negotiating the matter. During the negotiation, staff will take into consideration, fair wear, and tear. Fixtures and fittings at the end of their useable life or programmed for replacement will not be subject to renter repair charges.

If the renter accepts liability for the identified damage, the claim should be considered a substantiated renter repair charge. The renter may either pay the amount in full or enter into a repayment agreement.

If the renter has vacated the property, the renter repair charge will be held against the bond.

4.3 Breach and Compliance Process

If an agreement cannot be reached, or an agreement is broken, EHL will pursue the costs through the breach and compliance process under the Residential Tenancies Act.

This may include:

- issuing a breach of duty notice under s. 208: *Breach of Duty Notice* for:

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- s. 61: *Renter must avoid damage to premises or common areas*
- s. 63: *Renter must keep rented premises clean*
- s. 64: *Renter must not install fixtures, etc. without consent*

4.4 Communication

EHL will provide clear information to renters on this policy and will inform renters when the policy is being used to recover costs.

5.0 DOCUMENT OWNER

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

6.0 REFERENCES AND RELATED DOCUMENTS

This policy implements the obligations of EHL under:

- Residential Tenancies Act 1997
- Housing Act 1983 (Vic)
- Guidelines for Registered Housing Agencies published by DHHS
- Performance Standards for Registered Housing Agencies
- Allocation of Long-Term Housing Policy
- Eligibility Assessment Procedure
- Bond Management Policy
- Bond Management Procedure
- Ending Tenancies Policy
- Ending Tenancies Procedure
- Complaints and Appeals Policy