

Evictions Policy

Policy Description:

The Residential Tenancies Act has specific provisions in relation to ending a tenancy, including in instances of eviction. This policy relates to all relevant provisions, excluding section 263 – notice to vacate for no specified reason. The RTA provisions that apply must be considered in the context of the Performance Standards for Registered Housing Agencies, which require registered agencies to treat eviction as a mechanism of last resort.

The purpose of this policy is to:

- a) ensure that landlords deal with conduct that may result in the eviction of a tenant in a prompt and fair manner
- b) minimise instances of eviction
- c) where an eviction is necessary, ensure the tenant is fully informed of their rights and obligations and offered access to support agencies.

Applies to:

All residential tenancies managed by SouthEast Housing Cooperative.

Definitions:

Relevant policy statements and/or principles:

Statement

- a) SouthEast Housing Cooperative will respond to conduct that may result in eviction promptly and fairly.
- b) SouthEast Housing Cooperative will strive to minimise evictions.

Principles

- c) When a Notice to Vacate is issued, the tenant will be offered information on how to contact a support agency
- d) In the interest of minimising evictions, landlords will not seek a possession order on a first attendance at VCAT, except where:
 - i. the tenant has made no agreement with the landlord
 - ii. the matter relates to danger or violence
 - iii. the matter relates to malicious property damage

- iv. there has been illegal use of the premises
 - v. the tenant has failed to attend the VCAT hearing
 - vi. the matter relates to property habitability, where the tenant has been offered appropriate alternative accommodation
- e) SouthEast Housing Cooperative will seek possession on any second VCAT attendance relating to non-compliance on a previous order or where there has been a sustained history of VCAT orders.
 - f) Where a possession order has been obtained, SouthEast Housing Cooperative will enter into negotiations with the tenant to remedy the breach within the subsequent six months, except where:
 - g) the order relates to a matter set out in section 2.b
 - h) there has been a previous possession order for a similar matter within the preceding 12 months.
 - i) If negotiations with the tenant fail or the tenant breaches the agreement reached in those negotiations, a warrant of possession will be purchased.
 - j) Upon purchase of the warrant, SouthEast Housing Cooperative will refer the tenant to a support agency.
 - k) The tenant will be advised of the process for the execution of the warrant.

Consideration will be given to negotiation regarding the timing of the eviction, where possible, prior to the warrant being purchased, as well as an opportunity for the tenant to collect their belongings.

Procedure:

Referral to support agencies

The Performance Standards for Registered Housing Agencies require registered agencies to have in place adequate arrangements to ensure tenants with support needs receive appropriate support, if relevant and where available, to sustain their tenancies. The standards also require registered agencies to deal appropriately with client advocates.

Accordingly, SouthEast Housing Cooperative will:

- Ensure that the support agency referral process strives to sustain tenancies and minimise evictions.
- Advise tenants of services and support that may assist them in sustaining their tenancies.
- Ensure that tenants with identified support needs have access to appropriate support agencies, as and when required.
- Undertake tenant referrals without the tenant's consent when SouthEast Housing Cooperative reasonably believes there is a serious and imminent threat to the tenant's health, safety or welfare.



- SouthEast Housing Cooperative will collaborate with support agencies that are supporting a tenant to sustain a tenancy.

Appropriate alternative accommodation

The Residential Tenancies Act provides for a landlord to give a tenant a notice to vacate a rented premises in a range of instances, including where the premises are deemed unfit for human habitation or unsafe, where the landlord intends to repair or renovate the premises, or where the landlord intends to sell the premises. These provisions must be considered in the context of the Performance Standards for Registered Housing Agencies, which require registered agencies to minimise enforced transfers and strive to sustain tenancies.

Accordingly:

- Alternative accommodation will represent a balance between the tenant's reasonable needs and SouthEast Housing Cooperative capacity.
- SouthEast Housing Cooperative will strive to minimise the need for a tenant to relocate.
- SouthEast Housing Cooperative will determine what constitutes an appropriate offer of accommodation based on the current household composition, current property location, other amenity items required to meet household needs and determined to be of significance to the household, and the length of time the household is required to relocate for.
- SouthEast Housing Cooperative will undertake a relocation needs assessment in consultation with the tenant to ascertain the tenant's reasonable needs.
- The tenant will be required to provide sufficient evidence to support their statement of reasonable needs.
- Where a tenant is required to relocate on a permanent basis, any approved member-funded improvement will, as best as possible, be reflected in the alternative accommodation.
- The tenant will be provided with an offer of appropriate alternative accommodation before they are required to vacate a property.
- The timeline for alternative accommodation offers will reflect the urgency of the need for alternative accommodation.
- Where a permanent relocation is required and cannot be established in the necessary timeframe, temporary accommodation will be offered until permanent accommodation is secured.
- A tenant is permitted to make their own temporary arrangements. This will not affect their offer of permanent relocation and rent will not be charged while the tenant's own temporary arrangements are in place.
- Refusal by the tenant to accept an appropriate offer of permanent alternative accommodation will result in the termination of their tenancy.
- The tenant will not experience unreasonable financial detriment as a result of this policy being enacted.
- SouthEast Housing Cooperative will pay for or reimburse any reasonable costs associated with the relocation.



Acknowledgement

SouthEast acknowledges the work of Common Equity Housing Limited in the development of this policy template.

Related Legislation, SEHC Documents and Other Documents:

Legislation / Standards:	<ul style="list-style-type: none"> Residential Tenancies Act 1997. Performance Standards for Registered Housing Agencies: section 1 Tenant and Housing Services. Victorian Charter of Human Rights and Responsibilities 2006. International Co-op Principles: Open & Voluntary Membership, Democratic Control by Members, Co-operation among Co-operatives, Concern for Community.
Organisational Documents:	<ul style="list-style-type: none"> The SouthEast Housing Cooperative Tenancy Agreement Arrears Management and Hardship Policy The SouthEast Housing Cooperative Member Manual, 3.11 Transfers.
VHR Documents / Guidelines:	

Policy Management:

Policy owner (role title):	Board
Role responsible for implementing:	Board and CEO
Review arrangements:	Every 24 months via internal review
Next Review Date:	June 2024

Document History:

Date:	Controlled Version Number:	Author:	Approved by:	Comment:

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