



**SouthEast**  
Housing Co-operative Ltd

*Housing Futures*

# Member Manual

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## **SECTION 1: ORGANISATIONAL STRUCTURE**

### **1.1 Core Structure**

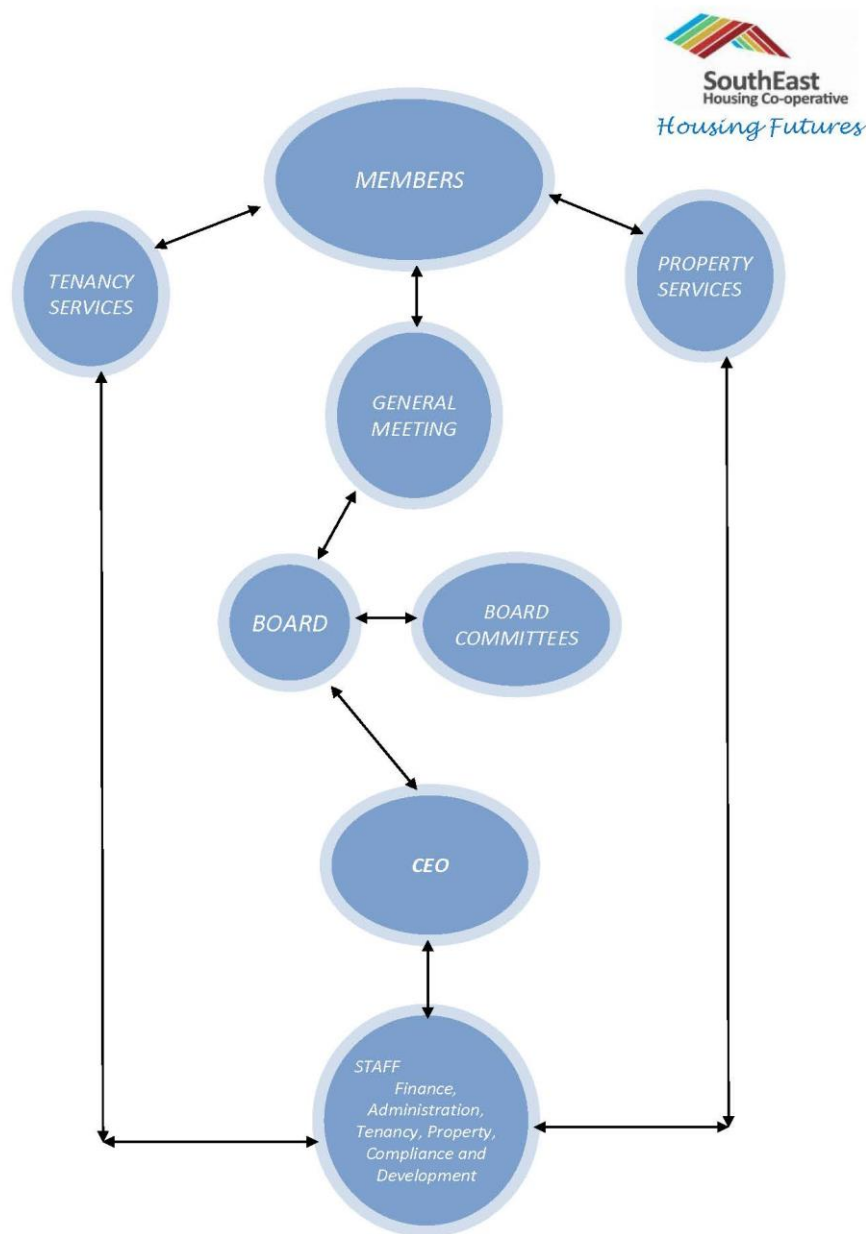
A co-operative is a legal entity - an autonomous association of people united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled organisation.

The defining point in a co-operative is that the members have a close association with the co-operative as producers or consumers of its products or services, or as its employees. However, it is the principle of "one member - one vote" which separates it from capital stock corporations. Rental Housing Co-operatives were established in Victoria to enable low income people to administer their accommodation.

SouthEast is a non-trading co-operative without shares and is overseen by a Board of Directors who are responsible for the overall governance of the organisation.

### 1.1.1 Organisational Structure

As a co-operative, SouthEast members elect a board. The board employs staff to provide services to the membership. This is different to the usual company or association structure.



## 1.1.2 The Manuals

SouthEast has two Manuals:

**A Member Manual** – a manual that articulates the rights and obligations of members and the policy preferences of members.

**A Governance Manual** – a manual that focuses on the governance process, the Board's relationship with the Chief Executive Officer and basis for the Board monitoring of the performance of the organisation and the Chief Executive Officer.

The name of the *Member Manual* is self-evident because of the importance of members to SouthEast. As a co-operative, SouthEast is owned by the members of the co-operative who elect the Board of the co-operative. It is critical to constantly remind ourselves of the importance of members to the agency and how the Board can maintain accountability to the membership. The Board is serious about the values and principles of co-operation which imposes obligations on the Board to represent and be accountable to the members.

## 1.3 Co-operative Principles

The co-operative principles reproduced below are guidelines by which co-operatives put their values into practice. The principles were created by the International Co-operative Alliance

### **1st Principle: *Voluntary and Open Membership***

Co-operatives are voluntary organisations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.



## **2nd Principle: *Democratic Member Control***

Co-operatives are democratic organisations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote) and co-operatives at other levels are also organised in a democratic manner.

## **3rd Principle: *Member Economic Participation***

Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

## **4th Principle: *Autonomy and Independence***

Co-operatives are autonomous, self-help organisations controlled by their members. If they enter to agreements with other organisations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

## **5th Principle: *Education, Training and Information***

Co-operatives provide education and training for their members, elected representatives, Chief Executive Officers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

#### **6th Principle: *Co-operation among Co-operatives***

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures.

#### **7th Principle: *Concern for Community***

Co-operatives work for the sustainable development of their communities through policies approved by their members.

### **1.1.4 Rights & Obligations**

SouthEast members are the owners of SouthEast and have rights and obligations as members. Members must meet participation requirements of attending two meetings a year (SouthEast will provide a \$20 voucher for members driving to attend SouthEast meetings) including the AGM and abiding by the Code of Conduct contained in Appendix 1. Members must also abide by all policies - the Equal Opportunity, Privacy and Bullying and Harassment policies.

### **1.1.5 Expansion of SouthEast Housing Co-operative Ltd.**

To provide more accommodation options for existing members and to assist more people requiring secure and affordable housing, SouthEast will investigate and actively work towards the expansion of the number of properties under its management as an asset management strategy. This may involve purchases, future merger opportunities, partnership arrangements with like-minded non-profit organizations, tendering for specific program funding or taking business opportunities to increase the agency's income.

### **1.1.6 Affordable Housing Right**

All members of SouthEast have a right to affordable housing within the co-operative. This right, however, is not a right to a particular house if the personal circumstances of members change.

Members retain a right to housing and leases provide a legal right to the tenancy of a particular properties provided the renters abide by the requirements of the Residential Tenancies Act (1997).

The purpose of this policy is to outline the approach of the SouthEast Housing Co-operative Ltd to downsizing i.e. the basis upon which members move to a smaller sized house.

### **1.1.7 Context**

SouthEast is committed to providing more accommodation options for existing members and to assist more people requiring secure and affordable housing through (a) owning and managing additional properties and (b) maximum utilisation of existing properties. SouthEast will investigate and actively work towards the expansion of the number of properties under its management as an asset management strategy.

This may involve downsizing and upsizing opportunities for members. As a co-operative, however, SouthEast is committed to the principle of voluntary membership. Co-operation can only be a voluntary activity and it cannot be based on any form of compulsion. This does not mean, however, that members are free of obligations but must share a common bond and obligation to the co-operative as expressed in the Rules of SouthEast. It means, for example, that Southeast is opposed to the introduction of any under-occupancy tax which would either force members to pay more or leave.

Houses are allocated to members on clear criteria with the housing size appropriate for a household determined by the following principles consistent with DHHS Policies

Sibling of different genders are not required to share a bedroom

Family members or residents 18 years and over are entitled to their own bedroom. Where medical documentation is provided that states that an additional bedroom is required, SouthEast will endeavour to meet that requirement.

Children who are the same gender are able to share a bedroom if there is less than a five year age gap between them.

Over time, however, initial housing allocations are no longer appropriate as the composition of a family changes and members are in a situation of under-occupancy. If appropriate downsized properties are available, then, members are encouraged to downsize to smaller properties and financial incentives are provided to encourage downsizing. A decision to downsize, however, is voluntary and members are not required to downsize.

It is the policy of SouthEast that members should voluntarily downsize if their house no longer meets the eligibility requirements that were current when the house was originally allocated.

It is recognised, however, that this is a stressful expectation if a member has been in a specific house for a long period of time. This policy preference for downsizing is conditional, however on the following considerations:

1. Voluntary choice of a member to downsize.
2. The availability of appropriate properties for downsizing.
3. Properties that members downsize should be at a minimum equivalent in or better conditions to the property moved from.
4. Members have a right to be downsized in their neighbourhood (If this is their preference).
5. Sufficient funds are available to compensate a downsizing move.
6. Addressing downsizing concerns of members such as - Family or friends, retail facilities and health accessibility.

## 1.2 THE BOARD

### 1.2.1 Composition of the Board

There will be up to nine Directors on the Board including up to two independent, non-member Directors. Subject to the *Cooperatives Act 1996* and SouthEast's Rules, SouthEast's business is managed by the Board of Directors.

The Board can appoint advisors as it sees fit. Any member may be nominated to become a Director of the Board. *To be a Director the member must meet the requirements of the Cooperatives Act & SouthEast's Rules.* Voting shall be by ballot in the event of the number of nominations exceeding retiring members.

### 1.2.2 Board's Purposes

The Board's purposes are:

1. The Board is responsible for the formulation and implementation of the strategic direction and business plan of the business and will review and approve proposed strategies and business plans for the business. The business's objectives must be fully and clearly documented in 3 year Business Plans up-dated annually.
2. The Board must approve budgets and key performance indicators, review performance against them and initiate corrective action when it is required.
3. The Board must ensure that the risks facing the business have been identified and assessed, and that management of them is being monitored.
4. The Board must ensure that there is a compliance programme in place and that the effectiveness of this is assessed and reported upon regularly (i.e. every quarter).
5. The Board must ensure that policies on key issues are in place, are appropriate and are implemented.

6. The Board should adopt the most effective structure that best assists the governance process and review the structure regularly.
7. The Board is to approve and foster an organization and culture in the business that matches its values and strategies.
8. The Board appoints the Chief Executive Officer of the business, and on report from the Chair, annually evaluates his/her performance against pre-determined criteria.
9. The Board approves the Chief Executive Officer's remuneration and maintains and regularly reviews a remuneration policy in relation to the employees of the business that reflects individual performance.
10. Board members should consider the interests of all members and, where Board decisions may affect different members differently, the Board should ensure that all members are treated fairly.

### **1.2.3 Role, Responsibilities and Protocols of Directors**

The Directors' position description is:

#### **Board Job Description**

1. The board is the link between the members of SouthEast and the organisation. The board's authority is from and is accountable to the membership.
2. The role of the board is to govern SouthEast so that its mission is carried out effectively whilst acting ethically and prudently and operating within the law, the Rules and agreements with Government.

#### **Accordingly, the board will:**

- (a) Create the SouthEast mission, objectives and values
- (b) Set strategic direction & values
- (c) Employ and manage the Chief Executive Officer

- (d) Monitor the Chief Executive Officer
- (e) Monitor and report on outcomes to members, government and other key stakeholders
- (f) Nurture a healthy organisational culture for members and staff
- (g) Engage actively & meaningfully with the membership
- (h) Set clear parameters through delegations within which the Chief Executive Officer can lead and manage the organisation
- (i) Ensure that the Chief Executive Officer fulfills statutory and regulatory obligations
- (j) Develop policies relating to the governance of SouthEast and the role and conduct of the board
- (k) Connect with other relevant governance bodies including federal, state and local governments as well as the boards of non-government organisations where such connections further the mission of SouthEast

**In taking up its role the board will:**

- (a) Provide strategic leadership by articulating a clear mission and strategic direction for SouthEast rather than becoming preoccupied with administrative or operational detail
- (b) Operate on the basis of a clear distinction between the role of the board and the role of the Chief Executive Officer
- (c) Commit itself to a collective decision making process and not allow individual, committees or sub-groups to make decisions on behalf of the whole board

## **1.2.4 Director Capacity**

In their capacity as Directors, Directors have no individual authority to participate in the day-to-day management of SouthEast. Directors cannot make any representations or agreements unless authorised by the Board. Directors must show unity with Board decisions irrespective of their personal opinions.

### **1.2.5 General Information**

Members of the Board are entitled to receive training in all aspects of appropriate legislation, the roles and responsibilities of Directors, industrial relations, financial and asset management provided by an accredited trainer, where possible.

Directors who incur out-of-pocket expenses whilst carrying out their duties for the cooperative will be eligible to claim re-imbusement. SouthEast holds Director Liability Insurance to protect all Directors.

### **1.2.6 Committees**

The Board has established committees to work in specialised areas. Board committee assignments are allocated according to each Director's field of expertise and/or interest. The existence of committees is not a diminishment of the responsibilities of the Board as a whole. Members can nominate to join committees of the Board, subject to the Committee's and Board's approval. Committees of the Board are:

#### **1. Governance and Policy Committee**

The Governance and Policy Committee advises the Board on the roles and responsibilities of SouthEast's Directors, makes recommendations to the Board about the structure and the functions of each Committee and reports to the Board to ensure organisational compliance with regulations. It also monitors and develops policy, ensuring SouthEast's policies are relevant and current. The Governance and Policy Committee does not make policy.

#### **2. Risk, Audit and Finance Committee**

The Risk, Audit and Finance Committee monitors business matters, growth options, finance policy and procedures and SouthEast's financial position and recommends the



appointment, dismissal and remuneration of internal and external auditors and oversees the audit process and maintains an effective audit function. The Risk, Audit and Finance Committee does not make policy.

## **1.3 ACCOUNTABILITY - MEMBER FORUMS / COMMITTEES**

### **1.3.1 ORGANISATION OF MEMBER FORUMS**

#### **Reporting Mechanisms**

Directors must disseminate information from the Board to General Meetings and members are encouraged to make major decisions referred by the board and to receive the Annual Report, query and criticise the board and report their views on important policy issues and any relevant matters to be raised at Board meetings.

The SouthEast Registered Office must have a record of General Meetings.

General Meetings exist to disseminate information and to receive member feedback. They are a method of accountability to the membership.

There will be a regular newsletter (Housing Futures) which may contain financial information about the cooperative. Other General Meetings may be scheduled by the Board. Under Rule 15, members can request a General Meeting.

### **1.3.2 General Meetings**

General Meetings are a formal decision making procedure of the Coop, subject to SouthEast's Rules and the Cooperatives Act. Motions passed at a General Meetings are to be considered at the next Board meeting. One General Meeting will be held in the first six months of the calendar year, the other is the Annual General Meeting.

## **2: MEMBER RIGHTS and OBLIGATIONS**

### **2.1 Membership**

Membership and tenancy of Rental Housing Cooperatives (RCH) are inter-linked therefore it is suggested Sections 2 and 3 of this Member Manual be read in conjunction.

SouthEast has a dual function; it is a cooperative and must meet its obligations to its members under the Cooperatives Act. It also provides accommodation for low income people and must conform to the Residential Tenancy Act (1997) (RTA). The renters are also the membership of the cooperative.

All Members are entitled to seek funding from the Coop for training, which will be of benefit to the Cooperative, subject to the approval of the Board. Members must specify in writing how the training would benefit SouthEast. Members who incur out-of-pocket expenses whilst carrying out pre-approved activities for the cooperative will be eligible to claim re-imbursement on presentation of a receipt.

### **2.2 Eligibility for Membership**

To be eligible for membership of SouthEast a person must meet the following eligibility requirements:

- Be over the age of 18 years of age.
- Hold a current Residential Renters Agreement with SouthEast.

Agree to be bound by the rules and policies and procedures of SouthEast.

### **2.3 Household Membership**

- There is a limit of one membership per household.
- Two adult applicants may apply for joint membership. The member's name which appears first on the membership application form will be the primary member (voting member).
- All members are provided with an Induction Kit

- Members must attend an induction workshop.
- Each member is entitled to one vote. In a situation of joint membership only the primary member is entitled to vote.
- Joint members may apply to the Board to change the member who is to be the nominated primary member.
- SouthEast accepts no responsibility for housing any vacating joint member should the original household separate.

## 2.3 Appeals Process

Renters who have had their membership rejected can use the Disputes procedure as contained in Section 2.9

## 2.4 Leave and Retirement

Members may apply to the Board in writing for temporary or permanent leave from some participation responsibilities. The application requires the endorsement of the Board. In accordance with Rule 5(2), the Board may grant an aged member or a member with a disability the right to pay an annual subscription of \$1 in lieu of active participation on request by the member.

### 2.4.1 Long Service Leave

Members who have been active members for at least 5 years with at least 75% attendance at Member Forums and General Meetings may apply for 12 months Long Service Leave.

## **2.4.2 Retirement**

### **2.4.2.1 Retirement from Active Participation for Long Serving Members**

Members who have been active members for 15 years can apply in writing for permanent leave from active participation. This includes time with a founding Co-op.

### **2.4.2.2 Retirement from Active Participation for Older People**

A member is eligible to retire at the age of 70 years.

## **2.5 Code of Conduct**

The members of SouthEast are expected to conduct themselves in accordance with the criteria listed in the Code of Conduct, Appendix 1.

## **2.6 Expulsion of Members (As per SouthEast's Rules)**

A member may be expelled from the cooperative if the cooperative by a special resolution at a General Meeting of members that determines that the member should be expelled on the ground that:

- the member has failed to discharge their obligations to the cooperative under the Act or Rules;
- the member has acted in a manner which obstructs the achievement of the cooperative's objectives;
- the member has acted in a manner contrary to any of the cooperative principles and in so acting caused the cooperative harm.
- if the member is evicted from premises leased by the cooperative under a provision of the Residential Tenancies Act (1997); or has vacated the premises leased by the cooperative.

The member must be given at least 28 days written notice of the proposed resolution and of the date, time and place of the meeting at which the resolution will be moved. The procedure at the general meeting to consider the proposed resolution is as follows:

- the member must be given a reasonable opportunity to be heard at the meeting;
- the member is entitled to call witnesses and to cross examine witnesses called against the member;
- if the member fails, without reasonable excuse, to attend at the time and place of which notice has been given, the cooperative may consider the matter in the absence of the member;
- after considering the matter, the cooperative may by special resolution determine to expel the member.

The expulsion of the member does not take effect until the special resolution is registered with the Registrar. When a member is expelled, the cooperative must repay to the member any amount owing to that member, less any amount owing by the member to the cooperative and cancel the membership.

## **2.7 Forfeiture and cancellations - Inactive members**

In accordance with Section 131 of the Cooperatives Act, the Board, after giving any notice required under Section 136 of the Act, must declare the membership of a member cancelled if:

- the whereabouts of the member are not presently known to the cooperative and have not been known to the cooperative for a period of at least 6 months before that time; or
- the member is not presently an active member of the cooperative and has not been an active member of the cooperative at any time during the period of 6 months immediately before that time.

## 2.8 Disputes (Grievance) Procedure

### **General Guidelines for all disputes**

People in dispute are encouraged to resolve the matter between themselves. If this is not possible and the aggrieved person wishes to proceed with the matter, then the disputes process listed below must be used.

SouthEast acknowledges that differences of opinion are a normal part of organisational activity and that no person's position within the organization will be prejudiced as a result of filing a complaint. If a difference of opinion becomes a dispute, SouthEast will follow its Rules.

### *Rule 12 states: 12. Disputes*

The grievance procedure set out in this rule applies to disputes under these rules between:

- a) a member and another member; or
- b) a member and the cooperative.

The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

If the parties are unable to resolve the dispute at the meeting under sub-rule (2) or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

The mediator must be:

- a) a person chosen by agreement between the parties; or
- b) in the absence of agreement:

- i. in the case of a dispute between a member and another member, by the Board of the cooperative; or
- ii. in the case of a dispute between a member and the cooperative, a person who is a member of the Dispute Settlement Centre of Victoria (Department of Justice).

This Rule provides for the mediation of a dispute. Note that section 89 of the Act provides another procedure whereby application may be made to the Supreme Court for an order declaring and enforcing rights or obligations of members between themselves, or of the cooperative and a member between themselves. The Court may refuse to make an order, or may make an order for costs, if the Court is of the opinion that the application is unreasonable or the issue trivial.

A mediator will:

- act in accordance with Rule 12 (3)
- act as the first point of contact in a dispute if negotiations between the parties fail &
- be responsible for formally enacting the Disputes/Grievance Procedure.

*For disputes:*

An aggrieved person who wishes to enter into the Disputes process must contact the Chief Executive Officer, who will act as the mediator, to outline their concern. If the complaint is about a Director, or the Chief Executive Officer, or from a Director about a Member, then the aggrieved person must contact the Chairperson who will act as the mediator provided the Chairperson does not have a conflict of interest and all parties agree to their appointment.

If the Chairperson cannot act as mediator, the Chairperson may appoint a mediator who is independent of the dispute and whom all parties agree upon.

The mediator must arrange a meeting between the parties in dispute to resolve the matter in accordance with the Rules.

Where no resolution can be reached a mediator will be appointed as per Rule 12 (4).

The mediator must be mindful of Industrial Relations matters regarding disputes involving staff.

SouthEast will have a Grievance Register which will record the name of the person lodging the grievance, the nature of the grievance, when the grievance occurred, the names of any witnesses, whether there is supporting material (documentation, photographs, video and/.or audio), what remedy is being sought and the date the grievance was lodged.

## **SECTION 3: TENANCY RIGHTS and OBLIGATIONS**

### **3.1 Applications and Eligibility criteria**

SouthEast abides by DHHS' public housing criteria and will use their standards as a minimum where applicable. SouthEast provides a service for low income people. To be a renter of a SouthEast or DHHS property, at the time of tenancy, applicants must be receiving some form of Centrelink benefit apart from Family Tax Benefit.

SouthEast provides a tenancy application process that considers the provisions of the Residential Tenancies Act 1997 and the regulations that came into effect on March 29, 2021. Appendix 9, SouthEast Tenancy Application Inclusions details the forms inclusions and contents that make up a tenancy application.

### **3.2 Equal Opportunity**

SouthEast abides by the Equal Opportunity Act, 1995, Section 49 and 50, and as set out in Appendix 8 of the Member Manual under Equal Opportunity Policy. Therefore no application can be refused on the basis of

- race, colour, national or ethnic origin, or nationality
- sex or gender, sexual preference, marital or parental status, or pregnancy
- religious or political belief or activity, or industrial activity
- age
- disability



### 3.3 Refusal

SouthEast has the right to refuse an applicant if they no longer satisfy the eligibility criteria as described above.

### 3.4 Waiting List

SouthEast has a waiting list and applicants are accommodated when their application reaches the top of the list. Only employees are involved in the allocation of housing and employees must not participate in the allocations procedure if they have a conflict of interest unless there are exceptional circumstances which the Chief Executive Officer considers a board decision is necessary. A conflict of interest is when a person's decisions are influenced by their or their friends' and families' interests.

### 3.5 Refusal of Offer

The applicant has the right to refuse the offer of a property twice on reasonable grounds. Reasonable grounds could include:

- Size of the property.
- Distance of the property from schools, place of employment, amenities and public transport
- In the case of disability if the property is unsuitable for special needs

If the Tenancy Officer deems that the grounds for refusal are unreasonable then the renter will be informed, they will be placed at the end of the waiting list but if the renter wishes to appeal the decision, they will be informed of their options and right to an independent representative. The appeals process will then follow the guidelines as set out in Section 2.5.

## **3.6 Allocation of Houses**

SouthEast members are encouraged to transfer houses to increase the better utilisation of stock. Members can transfer to a property that may be either larger or smaller according to the size of the household. SouthEast wishes to ensure there is maximum benefit for the greatest number of low income people. Accordingly SouthEast wishes to ensure that each bedroom is occupied by at least one household member or has a specific function to meet the medical needs of a household member.

## **3.7 Housing Size Guidelines**

- In determining the housing size appropriate for a household the following principles shall apply in accordance with DHHS Policies
- Sibling of different genders are not required to share a bedroom
- Family members or residents 18 years and over are entitled to their own bedroom
- Where medical documentation is provided that states that an additional bedroom is required, SouthEast will endeavour to meet that requirement.
- Children who are the same gender are able to share a bedroom if there is less than a five year age gap between them.

## **3.8 Rent**

Rent charges will be calculated in accordance with the Department of Human Services criteria for long term community housing and must be paid in advance.

Renters are required to advise SouthEast of any income changes as they occur during the year and to supply supporting documentation. SouthEast will undertake an annual review of income in order to determine rental levels.

Rent reviews are to occur every 12 months.

## 3.9 Rent Arrears

Renters must not have rent arrears at any stage of their tenancy.

## 3.10 Rent Arrears Procedure

Refer also to the SouthEast, Eviction Policy (2019), available on the SouthEast website [www.sehc.org.au](http://www.sehc.org.au)

- SouthEast considers eviction a failure and will do all it reasonably can to avoid evictions.
- SouthEast will endeavour to resolve rent arrears with individual renters to avoid action through the Victorian Civil and Administration Tribunal (VCAT)
- SouthEast will seek to identify at risk renters early. At risk renters will be offered support to assist them meeting their rental responsibilities and avoid legal proceedings, which could lead to their eviction.
- Renters with a poor payment history are encouraged to use the Centrelink Rent Deduction Scheme (RDS) and/or automated electronic payment.
- The rights and responsibilities of renters and residential agreement providers are set out in the Residential Tenancy Act (1997).
- Legal action as prescribed by the RTA is initiated in circumstances where renters with rental arrears fail to contact the SouthEast Office or fail to meet their agreement to repay the debt.
- SouthEast's rental arrears policy provides renters with an opportunity to repay rental arrears through negotiation with the SouthEast Office. SouthEast will regularly inform renters that they have advocacy assistance through a Tenancy Plus program (formerly the SHASP program).
- If there is a possession order for rent arrears, VCAT may adjourn it and order the renter to get financial counselling or another form of support.
- A new 'strike' system applies; the first four times in a 12-month period a renter is given a notice to vacate for non-payment of rent are treated differently to the fifth

and subsequent times a notice is given.

- If a renter has received four notices to vacate for rental arrears in a 12-month period, they will accrue '4 strikes' against their name. If no more notices are received during that period, the strikes will be cleared when the 12-month period ends.
- However, if a fifth or subsequent notice is given in the same 12-month period, the rental provider may apply to VCAT for a possession order at the end of the 14-day notice period, and VCAT may issue the order even if the renter pays the outstanding rent within the 14-day notice period.
- Further, VCAT cannot dismiss the application solely on the grounds that the renter could pay off the unpaid rent under a payment plan

OCCURRENCE	ACTION
Renter has less than two weeks in arrears	The renter will be contacted to discuss catching their arrears up.
Renter is greater than two weeks in arrears.	The renter will immediately be sent a Rent Arrears Letter with the contact details of a Tenancy Plus agency. If there is no response by the renter after 4 days, of posting the Rent Arrears Letter, the renter will be phoned by SouthEast staff. If there is no response by the renter within two days of phoning or the renter does not meet any agreement, they have made to make arrears repayment, a Notice To Vacate is sent to the renter by Registered mail, holding onto the receipt as proof of service.

Renter does not pay rent arrears after the 14 day Notice to Vacate is issued.	If there is no response by the renter to the 14 day notice to Vacate after seven working days (the renter is now at least 25 days in arrears), commence VCAT proceedings for a consent order instructing the renter to pay rent plus arrears.
Renter pays rent and arrears after receiving VCAT notice of hearing.	If rent arrears are paid in full, a VCAT hearing will still proceed. This will demonstrate to all renters the seriousness of the situation. At the hearing, a consent order is requested.
Renter does not pay rent and arrears after receiving VCAT notice of hearing and attends hearing.	SouthEast will agree to a consent order if the renter attends the hearing. If VCAT issues a consent order, SouthEast will write to the renter to remind them that their tenancy will be at risk if they do not meet VCAT's requirements.
Renter on a consent order makes inconsistent payments.	SouthEast applies to reactivate VCAT Hearing, and a Vacant Possession is requested.
Renter does not pay rent and arrears after receiving VCAT notice of hearing and does not attend hearing.	SouthEast will ask for an Order of Possession. If VCAT issues an Order of Possession, the renter is contacted promptly in writing to arrange an interview to discuss their potential eviction. At the interview, renters are asked to consider:

	<ul style="list-style-type: none"> <li>• Signing an agreement to repay the outstanding rental arrears amount in affordable instalments</li> <li>• Payment to be made in full, or</li> <li>• Eviction via Warrant of Possession.</li> </ul>
Renter makes insufficient progress in paying rent and arrears	The renter will be contacted and reminded of the seriousness of their arrears, the importance of making payment and the potential for eviction.
Renter continues makes insufficient progress in paying rent and arrears	The Vacant Possession Order is converted to a Warrant of Possession which the police are requested to execute upon renters.

All associated VCAT costs incurred by SouthEast are to be passed to the Renter.

## 3.11 Transfers

A transfer application from existing members takes precedence over new applications. The transfer process is entirely voluntary. The steps in the allocation of a vacant house to a transferring renter are as follows:

### Eligibility

- Transfer Applicants must be housed in the Co-op for at least two years before being considered for transfer. Exceptions may include, but not be limited to, applicants wishing to downsize, domestic violence, family feuding etc.
- The member seeking a transfer must not own real estate
- The member seeking a transfer must be up to date with their rent The member must meet the bedroom allocation criteria for the house to which they are transferring
- Any member with an impending or current VCAT order will not be eligible
- A full inspection of the property being vacated will occur prior to any transfer

approval

- The property being vacated must be in a rentable condition.

### **Process**

- All requests for transfers must be in writing to SouthEast prior to a property becoming vacant.
- An application to transfer houses will be considered in situations where there is a change in the number of household members. Transfers will be carried out in line with eligibility criteria and subject to new lease arrangements.
- Priority transfers will be considered by SouthEast in emergency circumstances and with appropriate documentation from agencies such as the police and medical professionals.
- When a vacancy in a Cooperative house occurs, a SouthEast staff member contacts the renter on top of the transfer waiting list for the particular area and house size and informs them of the vacant property. An inspection of the property by the renter is arranged. A renter can refuse the first offer and remain in place on the waiting list but refusing a second offer will result in the renter being taken off the list.

## **3.12 Property Swap**

Any members who wish to apply for house swap should apply to SouthEast in writing and must meet allocation criteria. Inter Rental Housing Cooperative swaps are accepted provided allocation criteria are met and the accommodation has been kept to an acceptable standard as defined by the Residential Tenancies Act (1997). Swapping renters must accept the property in its existing condition. Members accepting house swaps must accept the property in its existing condition unless there is a health and safety hazard.

Up to \$2000 is available for removal and relocation expenses for members moving from under-utilised stock, payable on receipt of verifiable invoices and/or receipts.

### 3.13 Security of Tenure

*The cooperative is committed to providing ongoing security of tenure for its members subject to limitations imposed by the owner of properties managed by SouthEast.*

The lease between members and SouthEast is one of the most important documented relationships between the cooperative and its members and is equally important as the Rules of the cooperative and that any review of the lease must:

1. Be initiated by the board and /or members requesting a review.
2. Members will be formally informed in the Housing Futures newsletter and on the SouthEast web site of any review.
3. This information will include the purpose of the review, the terms of reference, how members can be involved and the duration of the review.
4. Conform with the RTA, the General Lease and DHHS expectations;
5. Reflect and reinforce security of tenure.
6. Be subject to consultation with DHHS for all properties owned by DHHS.
7. Be subject to consultation with members with a Lease Sub Committee of the Governance and Policy Committee of the board with members invited to sit on the Sub Committee and leading to a general meeting of members to decide on any proposed changes.
8. Clear identify any proposed changes and provide a rationale for these changes.

### 3.14 Death of a Member

Two Parent Families

1. In the event of the death of a member, the membership and lease on the deceased members property will be transferred to his/her spouse if the spouse was previously included as part of the household on the property lease.

2. Single Parent Families



In the event of the death of a sole parent member, the future membership and lease on the deceased member's property will be treated on a case by case basis as decided by the SouthEast in accordance with DHHS policies.

### **Process for ending tenancies following the death of a sole renter.**

Under s91N, if a renter dies, the tenancy ends at the earliest of the following dates:

- The termination date specified in a notice of intention to vacate given by the deceased renter's legal representative or next of kin.
- The termination date specified in the notice to vacate given by the rental provider to the deceased renter's legal representative or next of kin.
- The termination date specified in the Tribunal order under subsection (5); or
- A date agreed in writing between the residential rental provider and the legal personal representative or next of kin of the deceased renter.
- The date in a notice of intention to vacate or notice to vacate to or from the legal representative or next of kin can be earlier than the end date of a fixed term agreement.

If a next of kin or legal representative cannot be located, a rental provider can apply to VCAT under s91N (4) for an order terminating the agreement.

These arrangements do not apply if there is more than one renter under a rental agreement.

### **3.15 Members Vacating Property**

Where a Member vacates the property and his/her family remains in residence, SouthEast will seek vacant possession of the property through the provisions of the Residential Tenancies Act (1997), unless they can successfully seek transfer of membership.

In the situation of a marital breakdown where the member leaves the property, the partner who remains with responsibility for the children will be offered the opportunity to transfer the lease and membership.

### 3.16 Reasons for ending a tenancy

SECTION	REASON	DESCRIPTION	MINIMUM NOTICE PERIOD
91ZK	Threats and intimidation to workers	A rental provider may give a renter a notice to vacate if the renter or any other person occupying or jointly occupying the rented premises has seriously threatened or intimidated the rental provider or the provider's agent, or either of those persons' contractors or employees.	14 Days
91ZZG	Pet kept without consent	A rental provider may give a notice to vacate if VCAT has made an order excluding a pet from the rental premise, at least 14 days have passed, and the renter has not complied with the VCAT order.	28 days

#### Reasonable and proportionate Test

The following must be considered when issuing a notice to vacate.

- The nature, frequency, duration and conduct that led to the application, including recurrent breaches of obligations;
- Whether any breach was trivial;
- Whether it was caused by someone other than the renter
- Any family violence or personal violence intervention orders or related matters;
- Whether the breach has been remedied as far as is practicable;
- Whether the breaching party has, or will soon have, capacity to remedy the breach and comply with its obligations;
- The effect of the conduct on other renters;
- Whether VCAT could take any other action instead of making the order;

- The behaviour of the rental provider and/or agent; and
- Anything else VCAT thinks is relevant.

### **Endangerment**

A rental provider can give a notice to vacate to a renter if they endanger the safety of neighbours.

The Supreme Court of Victoria has held that the use of the present tense term “endangers” means that the conduct must be continuing at the time the notice to vacate is given.

The rental provider must demonstrate the following in order to show that the behaviour gave rise to the notice to vacate:

An act or omission which endangers the rental provider, their agent, neighbour, or contractor or employee of the Residential Rental Provider or their agent (‘the target’) which poses a real risk to the health and safety of the target; and

That the danger is ongoing at the time the notice to vacate is given.

- 

## **SECTION 4: ASSET MANAGEMENT RIGHTS AND OBLIGATIONS**

### **4.1 MAINTENANCE PROCEDURES**

1. SouthEast is responsible for repairs and asset management under its contract with DHHS.
  - Members are responsible for maintaining their house in a clean and tidy condition as defined in the Residential Tenancy Act (1997).
  - Maintenance and asset works will be performed meeting Residential Tenancy Act (1997) and DHHS requirements as a minimum.
  - SouthEast will provide a good standard of asset management to its members.

- To avoid liability under the Occupational Health and Safety Act, SouthEast will not employ any contractor who does not have their own public liability/personal accident insurance and WorkCover for their employees.

## 4.2 Emergency Maintenance

**Emergency Maintenance** is defined as corrective works that should be undertaken immediately for reasons of health, safety and security. The following items are considered Emergency repairs:

- Serious fire, storm damage, flooding or major roof leak.
- A failure or breakdown to the supply of gas, electricity and water, including a sewerage blockage.
- A breakdown of any appliance used for hot water, cooking and heating.
- Any damage that makes the premises unsafe or unsecured.

In the event of an emergency repair becoming necessary, the following process should be followed:

During office hours (9 00 am to 5 00 pm Monday to Friday, public holidays excluded), contact the SouthEast office immediately on 9706 8005.

For afterhours emergencies please call the emergency maintenance number 0401 722 157. For all other emergencies please dial 000.

If the renter is unable to contact any of the above within one hour, and the problem threatens is one of those listed above, then the renter may arrange the repairs to be carried out by a qualified tradesperson and contact SouthEast as soon as possible.

Renters are asked to not call out tradespeople for emergency maintenance if the matter can reasonably wait until the next working day for SouthEast to organise. For example, if a toilet is difficult to flush and the property has two toilets and there are no health concerns, or on a mild Sunday evening if a heater malfunctions.

Members should be aware that:

According to the Residential Tenancies Act (1997), if a renter has taken all reasonable steps to contact the office but has been unsuccessful, he or she may arrange for the emergency repairs up to a limit of \$2,500. However, if a renter organises repair work for something which is not considered an emergency, the renter will be held liable to pay for the repair. Likewise if the emergency repair is over the value of \$2,500 the renter may be liable for the amount over \$2,500.

Notwithstanding any of the above, the member who is the authorising individual must inform the Office of all out of hour's emergency works they have authorized and provide any supporting documentation within 3 working days or the repair bill may not be honoured.

### 4.3 Cyclical Maintenance

**Cyclical Maintenance** is defined as preventative works such as painting and replacement of worn items such as carpets, fencing, guttering, heating, and cooking appliances etc. Cyclical maintenance is assessed and done on a need's basis.

If a member requests cyclical works, the SouthEast office will assess the claim and put it on the cyclical works list to be completed at a later date. Alternatively the renter will be advised that works are not necessary at this point in time.

Cyclical Works are prioritised and are responded to on a need's basis. Works are undertaken when sufficient funds are available. Where possible, renters of houses undergoing cyclical maintenance will be consulted on choice of colours within certain limits. Ceilings will be white; walls are to be lighter pastel colours. Carpets are to be durable and a colour that does not highlight stains.

### 4.4 General Maintenance

**General Maintenance** is defined as all maintenance that is not defined as either Emergency or Cyclical and is the result of fair wear and tear.

Members requiring repairs to their house should complete a *Maintenance Request Form* (Appendix 6) and forward it to the SouthEast Office. Alternatively repairs and other works maybe identified during property inspections.

If the works are required, the work will be dispatched.

Renters must ensure that no damage occurs beyond fair wear and tear. If a renter does not ensure that care was taken to avoid damaging the property as defined by the Residential Tenancies Act (1997), the renter may be found liable for any repair costs.

## 4.5 Member Responsibilities

### House & Yard & Guttering

The “*Directors Maintenance Guidelines under the Residential Tenancies Act (1997)*” ([Guideline 1 - Maintenance](#)) outlines the renter’s responsibility for the upkeep of lawns and gardens, disposal of rubbish and garden refuse.

On an annual basis the gutters will be cleaned at the expense of SouthEast.

### Member Feed Back

Members are invited to comment to the SouthEast office about the quality of maintenance work performed on the Maintenance Satisfaction Form. (Appendix 5)

### Pets

A pet includes any animal (other than an assistance dog, for which there is no need to seek permission from a rental provider).

Renters can keep a pet with the written permission of the residential rental provider.

If a renter requests to keep a pet using the approved form (the form provided by Consumer Affairs and available on their website), consent cannot unreasonably be refused.

If a residential rental provider wants to refuse a request after receiving the form, they have 14 days to apply for a VCAT order.

If such an application is made, VCAT will determine if refusal is reasonable (in which

case the renter will not be allowed to keep a pet at the property) or that the renter can keep the pet.

In considering applications, VCAT will consider (amongst other factors) the type of pet, the character of the property and whether refusal is allowed under any Act.

If the rental provider doesn't apply to VCAT within 14 days of receiving the written request, consent is taken to have been granted.

If a pet damages the property, the renter must repair any pet-related damage that goes beyond fair wear and tear.

Renters have sole responsibility for the welfare and security of their pets. SouthEast is not responsible for any maintenance needs caused by a pet e.g. pet doors and scratches on doors. Members who allow pets inside the house or whose pets are required to be inside the house are responsible for steam cleaning carpets annually, which may include replacing underlay and sterilizing and sealing floorboards.

### **Carpet Cleaning**

Steam cleaning of carpets is a renter responsibility, and it is recommended that it is undertaken at least every three years.

### **Swimming Pools/Spas**

If a property with a swimming pool or spa becomes vacant, SouthEast will either remove the pool or spa or fill it in.

The member will assume responsibility for complying with all regulations regarding fencing and safety standards.

### **Additions or Fixtures**

A "permanent fixture" is any fixed addition to a house which alters its structure.

- Renters can only install fixtures, renovate, make structural changes or additions to their house if they obtain written permission from SouthEast prior to undertaking any works.
- Unless the written consent states otherwise, the renter must return or pay to have the property returned to its original condition upon vacating, except where SouthEast accepts that the property will benefit from retaining any changes.

- Any renter who arranges works without SouthEast authorisation will be liable for costs involved in reinstating the property to its original condition in accordance with the Residential Renters Agreement.

### **Broken Windows**

Renters making claims on broken windows must file a police incident report that states the renter or other residents or their guests or associates in the property were not responsible and provide a copy to SouthEast.

## **4.6 Standard Items**

### **4.6.1 Items**

SouthEast will provide:

Chain operated Holland blinds to all windows (unless opaque glass)
Dual flush toilet system
Exhaust fans in bathroom and any kitchen, toilet or laundry without a window.
External front and back door lights
External sun blinds on westerly windows for older people's dwellings.
Floor covering – carpet and vinyl
Fly screens to all opening windows
Four bedroom houses with two separate living areas are entitled to a second heater.
Hot water service
Insulation in ceiling
Letterbox
Locks, clasps or winders to all windows.
One designated air conditioner for one room in each property
One garden shed with a concrete floor if there is no garage.
Opening windows in all bedrooms
Pelmets in living areas with space heaters
Secure side and rear fences



Security doors to all external doors
Shower and bath
Stove
Television aerials will be installed and repaired.

### 4.6.2 Floorboards

Members can request to have carpets removed and have floors sanded and coated in 3 coats of polyurethane or similar product, instead of a carpet or vinyl replacement, where they are able to supply relevant supporting medical information.

Applications will be considered on an individual basis.

### 4.6.3 Window Covering

No drapes or curtains will be provided from SouthEast funds.

### 4.6.4 Servicing of Heating

- Heaters/air conditioners to be serviced on a programmatic basis.
- Ducted Heating Units, Wall or Console Space heaters – every three years
- Ducted heating ducts – every 5-7 years

### 4.6.5 Pest Removal

SouthEast's pest control policy is in line with RTA and DHHS standards. Houses must be free from all pests and in a clean state before new tenancies begin.

Possums in ceilings and walls, white ants (termites), bees and wasps are the only pests that will be eradicated during a tenancy at SouthEast's expense.

### **4.6.6 Replacement of Sub-Standard Items**

Where SouthEast's properties do not match the Department of Human Services' standards, alterations will be implemented over a period of time. For example, the DHHS Standards Manual states all bedrooms should have a minimum of 2 double power points. Where this is not the case, SouthEast will install a power point when electrical work is undertaken or as part of a set program.

### **4.6.7 Non-Standard Items**

Air conditioners – spas – barbecues - dishwashers. One designated air conditioner for one room in each property is a standard item, other air conditioners, spas, barbecues and dishwashers are non-standard items subject to (a) to (e) below.

(a) These items will be repaired and maintained if in an existing property at the commencement of a tenancy and/or were authorised in writing and installed by SouthEast. They will be replaced as long as the renter remains in the property and replacement of the items is necessary.

(b) People with disabilities, older people and people with certain medical conditions can apply for the items to be installed into their homes where supporting medical documentation is supplied,

(c) With properties without these items, the renter must seek written authorisation for their installation, and this will be subject to the renter agreeing in writing to repair and maintain these items. The renter must use qualified tradespeople for installation and service.

(d) If the renter vacates the property, the renter is liable for the cost of removing these items unless SouthEast decides to retain the items in the property

(e) If there is structural alteration as a consequence of installation of any of the above items, then, the renter is liable to restore the premises to the condition they were in immediately before the installation, renovation or addition or pay the residential agreement providers an amount equal to the reasonable cost of restoring the premises to that condition.

### **4.6.8 Medical Conditions**

If unavailable through another specialist agency, SouthEast will consider supplying the non-standard item. SouthEast will endeavour to meet members' needs. People with disabilities, older people and people with certain medical conditions can apply for non-standard items to be installed into their homes where supporting medical documentation is supplied, preferably by a specialist. In the first instance, SouthEast may arrange for the supply of the non-standard item from another specialist agency.

## **5. Liveability Property Modifications**

5.1 SouthEast is committed to enhancing the liveability conditions for its members as their needs change over time as SouthEast is committed to supporting independent living by members in properties owned and managed by SouthEast. The SouthEast philosophy is to provide secure housing for members, if at all practicable and within a budget allocation. If a household includes a physically disabled child or adult, then in some instances an agreement could be reached regarding the provision of disability modifications. SouthEast, however, is not responsible for picking-up the cost of disability modifications.

This commitment is subject to the following:

5.2 SouthEast is primarily a housing cooperative. Under the Residential Tenancy Act (1997) SouthEast is not obliged to provide property modifications because of new and/or emerging disability needs of members.

5.3 There being a liveability allocation in the budget.

## **5.4 Process**

5.4.1 The renter/member is responsible for obtaining an appropriate specialist assessment of the property, but in the case of a minor modification e.g. not structural, a written recommendation from a specialist medical practitioner may be sufficient.

5.4.2 With the assistance of the appropriate specialist the renter/member should seek funding from appropriate authorities e.g. Veteran Affairs; the local council/shire; Vision Australia; home & community services or other agencies; child funding packages, Human Services; etc.

5.4.3 Before the next step is taken, agreement needs to be reached between SouthEast, the renter/member, the appropriate specialist and the funding body/bodies in order to determine what needs to be done and who will be financially responsible. SouthEast may not have the funds and funds provided will be subject to the SouthEast budget. SouthEast can only provide funding within limits of the budget.

5.4.4 SouthEast may recommend that the renter/member consider options for relocating to a more appropriate house/unit. Owned and/or managed by SouthEast

## **5.5 Minor modifications which SouthEast will permit subject to budget allocation:**

Renters may make certain modifications to rented premises without the rental providers consent, these include:

- Installing picture hooks, screws for wall mounts, shelves or brackets on surfaces other than exposed brick or concrete walls;
- Installing anchoring devices on surfaces other than exposed brick or concrete walls;
- Installing LED globes which do not require new light fittings;
- Installing safety measures (sensor lights, cameras and alarms) if they do not need to be hardwired into the property and do not interfere with the privacy of neighbours;
- Installation of baby gates;
- Installation of non-permanent window film for insulation; to reduce heat transfer or for privacy.

Residential rental providers can refuse modifications if they would cause significant damage to the property, require additional modifications to other areas or common property, result in non-compliance with the law, will require extra maintenance costs if not restored at the end of the tenancy, or are not reasonably practical.

In addition to modifications that do not require consent, there are certain modifications that rental providers must not unreasonably refuse to provide consent to. These include:

- Installing picture hooks, screws for wall mounts, shelves or brackets on exposed brick or concrete walls;
- Installing wall anchoring devices on exposed brick or concrete walls;
- Draughtproofing in homes without open-flued gas heating;
- Installation of security systems which require hard wiring (if an invoice with

the name of the installer is provided to the residential rental provider at the time the consent is requested)

- Installation of fly screens; and
- Painting.

Other minor modifications allowed include:

- grab rails; hand rails; hand held shower sets; fold-down shower sets;
- re-location/replacement of door handles and locks;
- lever or capstand handled taps;
- thermostatically controlled hot water system to bathroom only;
- slip-resistant vinyl in all wet areas;
- hard-surfaced, slip-resistant external pathways with unobstructed width of 1 metre;
- additional heating and/or air-conditioning;
- wheelchair re-charging facilities;
- strobe smoke alarms and doorbell;
- installation of ramp (2 steps or less);

## **5.6 Major modifications which SouthEast is unlikely to permit unless there is a scheduled major upgrade:**

- bathroom/toilet modifications/alterations which may include: -
- replacement of bath with stepless shower;
- lowering of hand basin, benches and shelves;
- replacement and relocation of toilet bowl and cistern;
- structural reinforcement in bathroom to allow for installation of hoist;
- kitchen modifications/alterations which may include lowering of all benches, cupboards, shelves; sink; replacement and relocation of stove laundry modifications/alterations which may include lowering of trough, shelving and benches;
- door widening; refitting/replacement of doors and substantial ramping (3 or more steps)

Disability modifications cannot occur without the written approval of SouthEast.

## 5.7 Standard Requirements

SouthEast will comply with the rental minimum standards (refer Appendix 10) as set out in the Residential Tenancies Act (1997).

Additionally, all new properties developed and/or built by or for SouthEast will be based on the following standard requirements:

- Reinforced wall framing in bathrooms to allow future installation of grab rails. Additional noggins to be installed 900mm above FFL around WC and shower.
- Shower door frame to have no bottom rail (threshold less than 5mm in height or bevelled edges) and adjustable/detachable hand held shower rose.
- Internal doorways on the entrance level having a minimum clear opening of 820mm (i.e. an 870 door leaf for hinged doors, also check sliding doors) and minimum corridors of 1000mm or wider clear of fixtures.
- A power point within 300mm of the front of the bench which is adjacent to the cook top.
- Door handles to be lever style and tap hardware to be lever or flick mixer style.
- Light switches to be located near doorways at a height between 900mm and 1100mm.

## 5.8 Member involvement in Maintenance

5.8.1 Renters have specific responsibilities in carrying out the maintenance responsibilities of the SouthEast as outlined below.

- Renters do not have responsibility for instructing tradespeople.
- Renters will be reimbursed for travel and out-of-pocket maintenance expenses provided they have authorisation from the SouthEast office.
- A record of receipts and costs are to be forwarded to the SouthEast office for reimbursement within one week of work being completed. An unnecessary delay may result in the renters not being reimbursed.

- Members will only be given authority to undertake extensive painting of properties where there is a demonstrated and not cosmetic need for painting to occur and the renter can prove some expertise and experience in painting. The exceptions to this are fences and garden sheds.

## **5.8.2 House Inspections**

- Every house will be inspected by SouthEast at least every 2 years.
- Houses listed for kitchen, bathroom and laundry upgrading may need to be inspected on an as needs basis.
- Members will be given adequate notice of an impending inspection as per the Residential Tenancy Act (1997).
- All house inspections will be conducted by a staff person.
- People conducting house inspections must refrain from making value judgements about the general cleanliness of the property, the house-keeping ability etc. of the renter or furniture or fittings unless any of these factors are having a detrimental effect on the property.
- Notice to members of house inspections shall contain the names of those conducting the inspection.
- Renters will be asked to sign the Inspection Sheet to indicate their agreement of the findings.

## **5.8.3 End of Tenancy**

A rental provider is only able to issue the renter an 'end of fixed term' notice to vacate at the end of the first fixed term of a residential rental agreement.

Renters leaving a property shall hand back their property in a clean condition and in good repair.

In accordance with the Residential Tenancies Act (1997), the vacating renter is responsible for any renter caused damage and ensuring the property is left in a clean and tidy state. Any maintenance carried out because of renter damage will be at the cost of the outgoing renter.

Upon vacating, renters are to ensure:



- Carpets are vacuumed and steam cleaned/dry cleaned at the renter's cost.
- Other floor coverings to be washed.
- Garden and lawns to be tidy and maintained.
- Internally, the house should be clean with all marks and stickers removed from walls and any holes filled.
- All cupboards, sinks, cooking appliances and the toilet(s) to be cleaned.
- All windows to be washed inside and out.

## Section 6: Other Policies

### 6.1 Policy on Policy Making

#### Process for Members Recommending Changes to Policy

- Any member is able to present policy recommendations or amendments in writing to the Policy Director or the Board.
- The Policy Director and/or the Chief Executive Officer presents the policy recommendation(s) or amendments to the Governance and Policy Committee for discussion.
- Amendments will be directed to the Board for response.
- All policy recommendations are presented to the membership for discussion and ratification.

### 6.2 Privacy Policy

6.2.1 In the course of providing services to renters and members a large amount of personal information concerning individual and/or household circumstances is collected by SouthEast. SouthEast adheres to the Privacy Act and will act in a professional and ethical way when dealing with personal and sensitive information.

The Privacy Act now includes a set of 13 new harmonised privacy principles that regulate the handling of personal information by Australian and Norfolk Island Government agencies and some private sector organisations. These principles are

called the Australian Privacy Principles (APPs). They replace both the Information Privacy Principles (IPPs) that applied to Australian Government agencies and the National Privacy Principles (NPPs) that applied to some private sector organisations. A number of the APPs are significantly different from the existing principles, including APP 7 on the use and disclosure of personal information for the purpose of direct marketing, and APP 8 on cross-border disclosure of personal information.

For more information on the APPs and the OAIC's APP guidelines, see [Australian Privacy Principles](#).

The APPs cover the collection, use, disclosure and storage of personal information. They allow individuals to access their personal information, and have it corrected if it is incorrect. There are also separate APPs that deal with the use and disclosure of personal information for the purpose of direct marketing (APP 7), cross-border disclosure of personal information (APP 8) and the adoption, use and disclosure of government related identifiers (APP 9).

The APPs generally apply to Australian and Norfolk Island government agencies and also to private sector organisations with an annual turnover of \$3 million or more. These entities are known as "APP entities". In addition, the APPs will apply to some private sector organisations with an annual turnover of less than \$3 million, such as health service providers.

## **6.3 Support Services**

### **6.3.1 For People With Disabilities & Older People**

SouthEast will aid services for people with disabilities or older people through the development of protocols with appropriate support agencies that are qualified to offer necessary support to members with specific needs as required.

### 6.3.2 Translation and Interpreting Services

To enable people of non-English Speaking Backgrounds (NESB) to fully participate in the running of the cooperative and understanding their tenancy arrangements, SouthEast will utilize the services of the Telephone Interpreter Service (TIS) where necessary and in some cases arrange for the translation of important notices, leases etc.

### 6.4 Equal Opportunity

SouthEast fully supports the principles and practices espoused by the Equal Opportunity Act and will comply fully with the Equal Opportunity Act. Please see Appendix 8.

### 6.5 Bullying and Harassment

Please see Appendix 2

### 6.6 Movable Units

1. **Definition:** Movable units are Office of Housing (OoH) owned self-contained units with an ensuite bathroom, toilet, and an annex kitchen.
2. **Installation:** According to OoH policy all units are generally sited at least two metres from any structure, 1.6 metres from any boundary fence and cannot be built over an easement. Units are generally located within ten metres of the main dwelling, but the applicant or occupant may request that the unit be located at a distance greater than the ten metres.

The site must be cleared of all trees, outbuildings, and debris. Where this has not occurred, the applicant or occupant will be responsible for the costs incurred as a result of having the site cleared.

3. **Connection to Services:** Movable units are connected to separately metered gas and electricity services in the rear garden of an existing property. The OoH meets the initial associated costs with these connections. A separate check meter is provided for the water.

4. **Maintenance:** All maintenance work required on a movable unit is the responsibility of the OoH.

5. **Insurance:** General building insurance for movable units is the responsibility of the OoH unless willful damage has been caused to the unit by the occupant.

The OoH has primary responsibility for these units, as set out under Department of Health and Human Services Movable Units Policy, Version 3.3 October 2007. SouthEast bears no responsibility for the occupants of movable units sited on SouthEast properties, nor for the installation, maintenance, or insurance of the units.

6. **Eligibility:** SouthEast members can only request a movable unit if their own property is fully utilised i.e. all bedrooms are fully occupied, however, exceptions can be assessed on a case by case basis unless there are two or more vacant bedrooms.

7. **Procedure:** Members requesting a movable unit will need permission from the SouthEast Office.

## 6.7 Fire

The purpose of this policy is to incorporate all OHS provisions and to determine SouthEast's obligations to members in the case of fire damage that results in a renter requiring alternative accommodation.

## **1. Assessment**

In the event of a fire, if it is a SouthEast property, within one working day the Property Maintenance Officer or in the absence of the officer another member of staff nominated by the Chief Executive Officer will conduct an inspection of the property and make an assessment of the extent of the damage, the length of time to effect repairs, and whether relocation is necessary. This assessment may be done in consultation with the Metropolitan Fire Brigade and a qualified engineer.

The Property Maintenance Officer or other member of staff will complete a Fire Assessment Form and the renter will be given a signed and dated copy.

In the case of a DHHS owned property, the assessment will be organized by DHHS. A SouthEast staff member will inspect the property within one working day to ensure that the renter is not at risk.

## **2. Relocation Criteria**

To be eligible for relocation, the extent of the damage to the property must be such that it reduces the use of a major service or area (i.e., as cooking facilities, laundry facilities, hot water, bath/shower, or the use of a bedroom or lounge room).

*Scenario A: A kitchen fire results in the short term loss of kitchen facilities*

*Scenario B: A fire destroys part of a wall that makes the entire structure unstable*

*Scenario C: The fire destroys the entire house to the point that it is unlivable and must be demolished.*

*Scenario D: Health and safety threat to renters.*

### **3. Member's Entitlements**

3.1 Subject to a finding in 4, if the member cannot find alternative accommodation (e.g., with friends or family), SouthEast will seek accommodation for the member of a similar or greater standard to the original unit.

If the cost of the alternative accommodation is greater than their existing rental agreement, SouthEast will cover the excess so that the renter continues to pay the same level of rent until the necessary repairs have been affected. If the house is totally destroyed as per Scenario C, the member will be given priority for the next available property. The rental subsidy shall be paid, if required, until such a time as a property becomes available.

### **4. Cause of Fire**

Willful damage: If willful damage by the member has been proved, the member will be immediately expelled from the Cooperative and SouthEast will notify the police and instigate legal proceedings.

### **5. Damage to Personal Effects**

The member has sole responsibility for their own contents insurance; the SouthEast will not cover the cost of replacement of personal effects.

### **6. Transport**

The cost of transporting personal effects to alternative accommodation will be born by the member/SouthEast.

6.1 The fire services recommend this simple safety checklist to assist in keeping your home fire safe.

Installing an adequate number of suitable smoke alarms and testing them regularly is the first step in your home fire safety plan.

Having a written escape plan in case of fire and practicing it regularly.

Make sure keys to all locked doors are readily accessible in case you need to escape.

Never leave cooking or any other open flame including candles or oil burners unattended.

Clean the lint filter of your clothes dryer each and every time you use it.

Never smoke in bed and take extra care if consuming alcohol whilst smoking.

In Winter take extra care when using heaters, electric blankets or open fires.

Don't overload power points and switch off appliances when not in use.

Always keep lighters and matches away from children and educate them that they are "tools not toys" to only be used by responsible adults.

If you have a garage or shed remember to take extra care with any stored chemicals and fuels and always refuel mowers, edgers etc when they are cold and in the open.

If you have a gas, electric or wood BBQ always check that it is in safe working order before lighting and that it is always in the care of a responsible adult when in use.

If you live in a bushfire prone area keep the ground around your home clear of leaves and other litter and remember to clean your gutters regularly.

#### Fire safety tips

- Remember that smoke from a fire will make you confused and that you cannot see in smoke.
- When asleep you will not smell smoke and it will in fact put you into a deeper sleep.
- If you have escaped from a home fire, remember once you get out stay out and dial Triple Zero (000).
- Oil, gas or wood heating units may require a yearly maintenance check.
- Only ever use fuses of recommended rating and install an electrical safety switch.

## Appendix 1 - Complaints

This policy has already been approved by board and a General Meeting but needs to be included in Member Manual as a new Appendix 1 = preceding existing Appendices.

### **Purpose**

South East Housing Cooperative is committed to the provision of a high level of complainant service. As such we strive to achieve complainant service excellence and to deliver services in a professional, coordinated and timely manner.

### **Policy Principles:**

#### **Voluntary and Open Membership**

Cooperatives are voluntary organisations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

#### **Privacy and FOI**

Personal information collected in relation to a complaint and personal information provided to complainants must comply with relevant Privacy and Freedom of Information Acts.

#### **Referrals**

A complainant at any time may refer to an external service for advocacy, interpreters and translations services. SouthEast will enable the provision of assistance to these services onsite and offsite as required. All assistance will be recorded in the Complaints Register.

#### **Investigation**

All complainants will be advised of how a complaint will be referred, investigated and reviewed.

(Please refer to Rights and Responsibilities and the standard Complaints Response in the appendices)



## **Complaints Handling Policy**

Who is affected by this policy?

All Board members, advisors, staff, volunteers and complainants are affected by this policy.

### **Reasons for policy:**

SouthEast recognises the importance of complaints to the organisation and regards them as opportunities to put things right or to improve our services.

Complaints also provide the organisation with an opportunity to gather information on different aspects of service, methods, complainants' needs and expectations. This information helps us work towards improving complainant service.

### **Scope**

SouthEast has a responsibility and obligation to all of its stakeholders to ensure systems, procedures and management practices are in place to meet the needs and expectations of SouthEast complainants.

### **Definition**

A complaint is an expression of dissatisfaction with a product or service delivered by SouthEast or its representatives that have failed to reach the standard stated, implied or expected. This includes complaints about responsiveness to requests for service, the anticipated and/or actual response time in providing the service and services that has been or should have been delivered. Services could include property procedures.

### **Housing Registrar Procedures**

Annual reporting to the Housing Registrar at the end of each financial year will include summaries of members and types of all complaints managed during the year, the focus of these complaints, length of time taken to resolve these complaints, and outcomes. SouthEast will advise the Housing Registrar at the time of occurrence of any complaint referred to an external authority by the complainant including:

- Privacy Commissioner
- Human Rights and Equal Opportunity Commission
- Victorian Equal Opportunity Commission
- Australian Competition and Consumer Commission (ACCC)
- Registrar of Cooperatives
- Victorian Civic and Administrative Appeals Tribunal (VCAT)

### **Identifying a Complaint**

Complaints can originate from members of the public, members of the organisation, contractors or staff. All staff are empowered to handle complaints in the first instance, and it is preferred they are dealt with promptly at the initial point of contact.

### **Managing initial receipt of complaints**

In some cases, complaints may not be made personally but instead be made on behalf of renters or prospective renters by a:

formal housing advocate authorised to act on behalf of a renter or prospective renter from a Homelessness Assistance Service (HAS) or a Tenancy Plus program service  
community advocate authorised to act on behalf of a renter or prospective renter  
family member, friend, neighbour, other acquaintance - a professional advocate authorised to act on behalf of a renter or prospective renter — a staff member of another service provider, a solicitor, a Member of Parliament, the Minister. The complaint will be acknowledged in writing.

Complaints involving officers and other service providers who represent SouthEast:

There are a number of representatives of SouthEast. Complaints will be handled according to the category of representative.

Staff member - this may relate to how a staff member has behaved or undertaken their responsibilities. All complaints regarding a staff member are referred to the Chief Executive Officer.

## **Complaints Handling Policy**

Director - this may relate to how a Director has conducted themselves or undertaken responsibilities. All complaints regarding a Director will be handled by the Board Chair using the Code of Conduct Policy and Rules of the Organization as the guiding documents. Complaints about the chairperson will be handled by the Board.

Contractor maintenance tenancy matters, capacity building and support and member training and Volunteers - this may relate to how a contractor or volunteer has conducted themselves or undertaken responsibilities. All complaints will be directed to the Chief Executive Officer.

## **SouthEast - Complaints Handling Procedures**

A complainant may register a complaint verbally or in writing. The Complaints Register must be completed preferably at the initial contact or as soon as possible thereafter and the delegated Complaints Officer notified. Approval of a file closure of a registered complaint is to be signed by the Complaints Officer.

Complaints are to be recorded electronically. If the complaint requires an internal review or is against a staff member, the complaint must be submitted in writing and an audit trail documented.

Renters and prospective renters will be advised of their rights in relation to complaints handling policy and procedures. Complaints handling material will be made available in languages other than English. Assistance will be made available in preparing a written application, including:

- the use of an interpreter
- assistance for persons with a disability
- referring applicants to an advocate or SHASP provider

Every effort will be made to resolve a complaint at the first point of contact. Where this is not possible SouthEast will respond to the complainant within 5 working days of the complaint being made, acknowledge the complaint and, that the matter is under investigation (please refer to the Standard Complaints Response letter in the complaints policy appendices).

SouthEast will take all reasonable steps to resolve a complaint within 21 days.

For complaints not satisfactorily resolved within 30 days, the complainant may refer the complaint to the Housing Registrar for investigation.

The complainant will be advised the Registrar can be contacted directly by telephone Department Of Treasury - (03) 9651 5111 or by email: [information@dtf.vic.gov.au](mailto:information@dtf.vic.gov.au).

SouthEast will co-operate fully with appointees of the Housing Registrar in the conduct of review and investigation of unresolved complaints.

The principles of natural justice will be observed. This means processes will be fair, equitable and reasonable. All parties will have access to relevant information and are able to respond where relevant. Staff should assess the impact or risk to SouthEast, the community or the individual when dealing with a complaint and should notify the Complaints Officer of any concerns as soon as possible. The registered Complaints Officer is the Chief Executive Officer of the agency.

Complainants always retain the right to contact a range of constituted bodies where they may take their concerns for further investigation e.g.

- Privacy Commissioner,
- Human Rights and Equal Opportunity Commission
- Registrar of Housing Agencies
- Victorian Equal Opportunity Commission
- Australian Competition and Consumer Commission,
- Registrar of Cooperatives
- Victorian Civil and Administrative Appeals Tribunal
- Social Housing Advocacy and Support Program
- Renters Union of Victoria
- DH S Office of Housing Regional Managers (in cooperation with the Housing Registrar).

## **Closing and Learning from a complaint**

As a final part of the complaint resolution process all complainants will be given a timely opportunity to feedback to SouthEast their feelings and satisfaction levels and any other comments either verbally or preferably in writing in relation to the complaints handling process and resultant outcomes. (Please refer to the Complainants Complaint Handling Evaluation form at Appendix B). SouthEast Board, Management and staff will reflect on complaints at appropriate forums and identify quality improvement strategies for implementation as required.

## **Appendix 2 - Code of Conduct**

### **Purpose:**

The purpose of this document is to identify SouthEast Housing Cooperative Ltd position on ethics and proper practice and to document the standards expected in providing a service to the community.

### **Who is affected by this policy?**

This policy applies to Board Directors, advisors, casual, permanent and contract staff and volunteers.

### **Scope:**

The Board of SouthEast Housing Cooperative Ltd is committed to ethical conduct in providing the best possible service to the community. This policy has been developed to provide an ethical framework for all Board members, staff and volunteers at the organization.

### **Policy Content:**

The Board and staff of SouthEast Housing Cooperative Ltd have a legal and moral responsibility to manage the organisation in the best interests of the community it serves. Board and staff will demonstrate professional ethical behaviour at all times – in their responsibilities to the organisation, in their professional relationships with each other, and in their professional service to the community – and will be required to adhere to this code of ethics.

**The Board shall:**

- Be diligent, attend Board meetings and devote sufficient time to preparation for meetings to allow for full and appropriate participation in the Board's decision-making.
- Observe confidentiality relating to non-public information acquired by them in their role as Board members and not disclose such information to any other person.
- Treat all personal information about members or applicants for housing as confidential and take appropriate steps to ensure confidentiality is maintained at all times.
- Agree that confidential matters discussed at Board meetings may only be discussed with other Board members.
- Abide by principles of the Anti-Discrimination and Equal Opportunity legislation and the Privacy Act.
- Accept the legislative framework of the Residential Tenancy Act (1997) and the Cooperatives Act (1996) as the basis upon which to conduct all decision making with respect to Residential Renters Agreements and Cooperative development.
- Follow established protocols for dealing with other organisations and government departments.
- Meet regularly to monitor the performance of management and the organisation as a whole. To do this the Board will ensure that appropriate monitoring and reporting systems are in place and that these are maintained and utilised to provide accurate and timely information to the Board.

- Ensure there is an appropriate separation of duties and responsibilities between itself and senior management and that no individual has unfettered powers of decision-making
- Ensure that the independent views of Board members are given due consideration and weight and accept the principles of fairness and equality in interpersonal relations, including the right of everyone to express their own opinion in a non-discriminatory and non-aggressive manner.
- Accept SouthEast conflict resolution procedures as the accepted means of resolving conflict and disputes with the organisation and with staff.
- Agree to participate in the Cooperative and work towards common objectives.
- Ensure that stakeholders are provided with an accurate and balanced view of the organisation's performance, including both financial and service provision.
- Regularly review its own performance as the basis for its own development and quality assurance. Individual Board Members should also review their own performance with a view to ensuring a suitable contribution to Board deliberations and decision-making and, if found lacking, should either pursue training or assistance to improve their performance, or resign.
- Carry out its meetings in such a manner as to ensure fair and full participation of all Board members.
- Ensure that the organisation's assets are protected via a suitable risk management strategy.

- Ensure that personal and financial interests do not conflict with the duty to the organisation.

Any breach of the Code of Conduct will be dealt with according to the Disputes Resolution process and the Cooperatives Act.

**Staff (paid and unpaid) shall:**

- Publicly and privately support the organisation and each other and act with courtesy and respect.
- Act honestly and in good faith at all times in the interests of the organisation, ensuring that all stakeholders, particularly those who are recipients of services, are treated fairly according to their rights.
- Perform their duties to the best of their ability, taking into account their skills, experience, qualifications and position. Staff shall act in a safe, responsible and effective manner.
- Be punctual and reliable in attendance and adhere to their prescribed and authorised hours of duty.
- Comply with the prescribed terms and conditions of their employment/engagement.
- Record their attendance for duty in the manner prescribed.
- Notify the organisation of any inability to attend duty as early as possible so as not to inconvenience others or delay the work of the organisation.



- Carry out their duties in a lawful manner and ensure the organisation carries out its business in accordance with the law, and recognise both legal and moral duties of their role.
- Respect and safeguard the property of the organisation, the public and colleagues; and observe safe work practices so as not to endanger themselves or others.
- Maintain confidentiality regarding any information gained through their work and not divulge personal information or the address or phone numbers of Staff, Board or service users.
- Ensure that all transactions, agreements and records that flow from relationships with South East Housing Cooperative Ltd stakeholders will be accurately and openly recorded in the organisation's books and records, and no entries will be made which obscure the true nature of a transaction.
- Ensure that South East Housing Cooperative will market its services with integrity and accuracy.
- Ensure that personal and financial interests do not conflict with the duty to the organisation.
- Undertake no personal or business activities for personal gain while at the organisation or while conducting business of the organisation: procedures associated with such activities will not be carried out on the organisation's computers without open and express permission of a higher authority.
- Work within the organisation's policies and principles.
- Discuss issues where appropriate with other staff and the Chief Executive Officer to determine whether or not a contemplated action is ethical.

## **Responsibility**

All Board members, Advisors, the Chief Executive Officer, casual, permanent and contract staff and volunteers are responsible for adhering to all applicable clauses

## **Definition:**

Nil

## **Related Policies:**

- **Directors Code of Conduct (Signed Agreements – extract from the Governance Manual)**

## **Appendix 3 - Part 1 — Consideration of personal information privacy**

### **Australian Privacy Principle 1 — open and transparent management of personal information**

1.1 The object of this principle is to ensure that APP entities manage personal information in an open and transparent way.

### **Compliance with the Australian Privacy Principles etc.**

1.2 An APP entity must take such steps as are reasonable in the circumstances to implement practices, procedures and systems relating to the entity's functions or activities that:

- a. will ensure that the entity complies with the Australian Privacy Principles and a registered APP code (if any) that binds the entity; and
- b. will enable the entity to deal with inquiries or complaints from individuals about the entity's compliance with the Australian Privacy Principles or such a code.

### **APP Privacy policy**

1.3 An APP entity must have a clearly expressed and up to date policy (the **APP privacy policy**) about the management of personal information by the entity.

1.4 Without limiting subclause 1.3, the APP privacy policy of the APP entity must contain the following information:

- a. the kinds of personal information that the entity collects and holds;
- b. how the entity collects and holds personal information;
- c. the purposes for which the entity collects, holds, uses and discloses personal information;
- d. how an individual may access personal information about the individual that is held by the entity and seek the correction of such information;
- e. how an individual may complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds the entity, and how the entity will deal with such a complaint;
- f. whether the entity is likely to disclose personal information to overseas recipients;
- g. if the entity is likely to disclose personal information to overseas recipients—the countries in which such recipients are likely to be located if it is practicable to specify those countries in the policy.

**Availability of APP privacy policy etc.**

1.5 An APP entity must take such steps as are reasonable in the circumstances to make its APP privacy policy available:

- a. free of charge; and
- b. in such form as is appropriate.

Note: An APP entity will usually make its APP privacy policy available on the entity's website.

1.6 If a person or body requests a copy of the APP privacy policy of an APP entity in a particular form, the entity must take such steps as are reasonable in the circumstances to give the person or body a copy in that form.

**Australian Privacy Principle 2 — anonymity and pseudonymity**

2.1 Individuals must have the option of not identifying themselves, or of using a pseudonym, when dealing with an APP entity in relation to a particular matter.

2.2 Subclause 2.1 does not apply if, in relation to that matter:

- a. the APP entity is required or authorised by or under an Australian law, or a court/tribunal order, to deal with individuals who have identified themselves; or
- b. it is impracticable for the APP entity to deal with individuals who have not identified themselves or who have used a pseudonym.

## **Part 2 — Collection of personal information**

### **Australian Privacy Principle 3 — collection of solicited personal information**

#### **Personal information other than sensitive information**

3.1 If an APP entity is an agency, the entity must not collect personal information (other than sensitive information) unless the information is reasonably necessary for, or directly related to, one or more of the entity's functions or activities.

3.2 If an APP entity is an organisation, the entity must not collect personal information (other than sensitive information) unless the information is reasonably necessary for one or more of the entity's functions or activities.

#### **Sensitive information**

3.3 An APP entity must not collect sensitive information about an individual unless:

- a. the individual consents to the collection of the information and:
  - i. if the entity is an agency — the information is reasonably necessary for, or directly related to, one or more of the entity's functions or activities; or
  - ii. if the entity is an organisation — the information is reasonably necessary for one or more of the entity's functions or activities; or
- b. subclause 3.4 applies in relation to the information.

3.4 This subclause applies in relation to sensitive information about an individual if:

- a. the collection of the information is required or authorised by or under an Australian law or a court/tribunal order; or
- b. a permitted general situation exists in relation to the collection of the information by the APP entity; or
- c. the APP entity is an organisation, and a permitted health situation exists in relation to the collection of the information by the entity; or
- d. the APP entity is an enforcement body, and the entity reasonably believes that:
  - i. if the entity is the Immigration Department — the collection of the information is reasonably necessary for, or directly related to, one or more enforcement related activities conducted by, or on behalf of, the entity; or
  - ii. otherwise — the collection of the information is reasonably necessary for, or directly related to, one or more of the entity's functions or activities; or
- e. the APP entity is a non-profit organisation and both of the following apply:
  - i. the information relates to the activities of the organisation;
  - ii. the information relates solely to the members of the organisation, or to individuals who have regular contact with the organisation in connection with its activities.

Note: For permitted general situation, see section 16A. For permitted health situation, see section 16B.

### **Means of collection**

3.5 An APP entity must collect personal information only by lawful and fair means.

3.6 An APP entity must collect personal information about an individual only from the individual unless:

- a. if the entity is an agency:
  - i. the individual consents to the collection of the information from someone other than the individual; or
  - ii. the entity is required or authorised by or under an Australian law, or a court/tribunal order, to collect the information from someone other than the individual; or
- b. it is unreasonable or impracticable to do so.

## **Solicited personal information**

3.7 This principle applies to the collection of personal information that is solicited by an APP entity.

## **Australian Privacy Principle 4 — dealing with unsolicited personal information**

4.1 If:

- a. an APP entity receives personal information; and
- b. the entity did not solicit the information;

the entity must, within a reasonable period after receiving the information, determine whether or not the entity could have collected the information under Australian Privacy Principle 3 if the entity had solicited the information.

4.2 The APP entity may use or disclose the personal information for the purposes of making the determination under subclause 4.1.

4.3 If:

- a. the APP entity determines that the entity could not have collected the personal information; and
- b. the information is not contained in a Commonwealth record;

the entity must, as soon as practicable but only if it is lawful and reasonable to do so, destroy the information or ensure that the information is de-identified.

4.4 If subclause 4.3 does not apply in relation to the personal information, Australian Privacy Principles 5 to 13 apply in relation to the information as if the entity had collected the information under Australian Privacy Principle 3.

## **Australian Privacy Principle 5 — notification of the collection of personal information**

5.1 At or before the time or, if that is not practicable, as soon as practicable after, an APP entity collects personal information about an individual, the entity must take such steps (if any) as are reasonable in the circumstances:

- a. to notify the individual of such matters referred to in subclause 5.2 as are reasonable in the circumstances; or
- b. to otherwise ensure that the individual is aware of any such matters.

5.2 The matters for the purposes of subclause 5.1 are as follows:

- a. the identity and contact details of the APP entity;
- b. if: the APP entity collects the personal information from someone other than the individual; or
- i. the individual may not be aware that the APP entity has collected the personal information; the fact that the entity so collects, or has collected, the information and the circumstances of that collection;
- c. if the collection of the personal information is required or authorised by or under an Australian law or a court/tribunal order — the fact that the collection is so required or authorised (including the name of the Australian law, or details of the court/tribunal order, that requires or authorises the collection);
- d. the purposes for which the APP entity collects the personal information;
- e. the main consequences (if any) for the individual if all or some of the personal information is not collected by the APP entity;
- f. any other APP entity, body or person, or the types of any other APP entities, bodies or persons, to which the APP entity usually discloses personal information of the kind collected by the entity;
- g. that the APP privacy policy of the APP entity contains information about how the individual may access the personal information about the individual that is held by the entity and seek the correction of such information;
- h. that the APP privacy policy of the APP entity contains information about how the individual may complain about a breach of the Australian Privacy Principles, or a registered APP code (if any) that binds the entity, and how the entity will deal with such a complaint;

- i. whether the APP entity is likely to disclose the personal information to overseas recipients;
- i. if the APP entity is likely to disclose the personal information to overseas recipients — the countries in which such recipients are likely to be located if it is practicable to specify those countries in the notification or to otherwise make the individual aware of them.
- j.

### **Part 3 — Dealing with personal information**

#### **Australian Privacy Principle 6 — use or disclosure of personal information**

##### **Use or disclosure**

6.1 If an APP entity holds personal information about an individual that was collected for a particular purpose (the primary purpose), the entity must not use or disclose the information for another purpose (the secondary purpose) unless:

- a. the individual has consented to the use or disclosure of the information; or
- b. subclause 6.2 or 6.3 applies in relation to the use or disclosure of the information.

Note: Australian Privacy Principle 8 sets out requirements for the disclosure of personal information to a person who is not in Australia or an external Territory.

6.2 This subclause applies in relation to the use or disclosure of personal information about an individual if:

- a. the individual would reasonably expect the APP entity to use or disclose the information for the secondary purpose and the secondary purpose is:
  - i. if the information is sensitive information — directly related to the primary purpose; or
  - ii. if the information is not sensitive information — related to the primary purpose; or
- b. the use or disclosure of the information is required or authorised by or under an Australian law or a court/tribunal order; or



- c. a permitted general situation exists in relation to the use or disclosure of the information by the APP entity; or
- d. the APP entity is an organisation, and a permitted health situation exists in relation to the use or disclosure of the information by the entity; or
- e. the APP entity reasonably believes that the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body.

Note: For permitted general situation, see section 16A. For permitted health situation, see section 16B.

6.3 This subclause applies in relation to the disclosure of personal information about an individual by an APP entity that is an agency if:

- a. the agency is not an enforcement body; and
- b. the information is biometric information or biometric templates; and
- c. the recipient of the information is an enforcement body; and
- d. the disclosure is conducted in accordance with the guidelines made by the Commissioner for the purposes of this paragraph.

6.4 If:

- a. the APP entity is an organisation; and
- b. subsection 16B(2) applied in relation to the collection of the personal information by the entity; the entity must take such steps as are reasonable in the circumstances to ensure that the information is de-identified before the entity discloses it in accordance with subclause 6.1 or 6.2.

#### **Written note of use or disclosure**

6.5 If an APP entity uses or discloses personal information in accordance with paragraph 6.2(e), the entity must make a written note of the use or disclosure.

#### **Related bodies corporate**

#### 6.6 If:

- a. an APP entity is a body corporate; and
- b. the entity collects personal information from a related body corporate;

This principle applies as if the entity's primary purpose for the collection of the information were the primary purpose for which the related body corporate collected the information.

#### **Exceptions**

6.7 This principle does not apply to the use or disclosure by an organisation of:

- a. personal information for the purpose of direct marketing; or
- b. government related identifiers.

#### **Australian Privacy Principle 7 – direct marketing.**

##### **Direct marketing**

7.1 If an organisation holds personal information about an individual, the organisation must not use or disclose the information for the purpose of direct marketing.

Note: An act or practice of an agency may be treated as an act or practice of an organisation, see section 7A.

##### **Exceptions — personal information other than sensitive information**

7.2 Despite subclause 7.1, an organisation may use or disclose personal information (other than sensitive information) about an individual for the purpose of direct marketing if:

- a. the organisation collected the information from the individual; and
- b. the individual would reasonably expect the organisation to use or disclose the information for that purpose; and

- c. the organisation provides a simple means by which the individual may easily request not to receive direct marketing communications from the organisation; and
- d. the individual has not made such a request to the organisation.

7.3 Despite subclause 7.1, an organisation may use or disclose personal information (other than sensitive information) about an individual for the purpose of direct marketing if:

- a. the organisation collected the information from:
  - i. the individual and the individual would not reasonably expect the organisation to use or disclose the information for that purpose; or
  - ii. someone other than the individual; and
- b. either:
  - i. the individual has consented to the use or disclosure of the information for that purpose; or
  - ii. it is impracticable to obtain that consent; and
- c. the organisation provides a simple means by which the individual may easily request not to receive direct marketing communications from the organisation; and
- d. in each direct marketing communication with the individual:
  - i. the organisation includes a prominent statement that the individual may make such a request; or
  - ii. the organisation otherwise draws the individual's attention to the fact that the individual may make such a request; and
- e. the individual has not made such a request to the organisation.

**Exception — sensitive information**

7.4 Despite subclause 7.1, an organisation may use or disclose sensitive information about an individual for the purpose of direct marketing if the individual has consented to the use or disclosure of the information for that purpose.

**Exception — contracted service providers**

7.5 Despite subclause 7.1, an organisation may use or disclose personal information for the purpose of direct marketing if:

- a. the organisation is a contracted service provider for a Commonwealth contract; and
- b. the organisation collected the information for the purpose of meeting (directly or indirectly) an obligation under the contract; and
- c. the use or disclosure is necessary to meet (directly or indirectly) such an obligation.

**Individual may request not to receive direct marketing communications etc.**

7.6 If an organisation (the first organisation) uses or discloses personal information about an individual:

- a. for the purpose of direct marketing by the first organisation; or
- b. for the purpose of facilitating direct marketing by other organisations;

the individual may:

- c. if paragraph (a) applies — request not to receive direct marketing communications from the first organisation; and
- d. if paragraph (b) applies — request the organisation not to use or disclose the information for the purpose referred to in that paragraph; and
- e. request the first organisation to provide its source of the information.

7.7 If an individual makes a request under subclause 7.6, the first organisation must not charge the individual for the making of, or to give effect to, the request and:

- a. if the request is of a kind referred to in paragraph 7.6(c) or (d) — the first organisation must give effect to the request within a reasonable period after the request is made; and
- b. if the request is of a kind referred to in paragraph 7.6(e) — the organisation must, within a reasonable period after the request is made, notify the individual of its source unless it is impracticable or unreasonable to do so.

## **Interaction with other legislation**

7.8 This principle does not apply to the extent that any of the following apply:

- a. the *Do Not Call Register Act 2006*;
- b. the *Spam Act 2003*;
- c. any other Act of the Commonwealth, or a Norfolk Island enactment, prescribed by the regulations.
- d.

## **Australian Privacy Principle 8 — cross-border disclosure of personal information**

8.1 Before an APP entity discloses personal information about an individual to a person (the overseas recipient):

- a. who is not in Australia or an external Territory; and
- b. who is not the entity or the individual;

the entity must take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles (other than Australian Privacy Principle 1) in relation to the information.

Note: In certain circumstances, an act done, or a practice engaged in, by the overseas recipient is taken, under section 16C, to have been done, or engaged in, by the APP entity and to be a breach of the Australian Privacy Principles.

8.2 Subclause 8.1 does not apply to the disclosure of personal information about an individual by an APP entity to the overseas recipient if:

- a. the entity reasonably believes that:
  - i. the recipient of the information is subject to a law, or binding scheme, that has the effect of protecting the information in a way that, overall, is at least substantially similar to the way in which the Australian Privacy Principles protect the information;
- and

- ii. there are mechanisms that the individual can access to take action to enforce that protection of the law or binding scheme; or
  - b. both of the following apply:
    - i. the entity expressly informs the individual that if he or she consents to the disclosure of the information, subclause 8.1 will not apply to the disclosure;
    - ii. after being so informed, the individual consents to the disclosure; or
  - c. the disclosure of the information is required or authorised by or under an Australian law or a court/tribunal order; or
  - d. a permitted general situation (other than the situation referred to in item 4 or 5 of the table in subsection 16A (1)) exists in relation to the disclosure of the information by the APP entity; or
  - e. the entity is an agency, and the disclosure of the information is required or authorised by or under an international agreement relating to information sharing to which Australia is a party; or
  - f. the entity is an agency and both of the following apply:
    - i. the entity reasonably believes that the disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body;
    - ii. the recipient is a body that performs functions, or exercises powers, that are similar to those performed or exercised by an enforcement body.

Note: For permitted general situation, see section 16A.

## **Australian Privacy Principle 9 — adoption, use or disclosure of government related identifiers**

### **Adoption of government related identifiers**

9.1 An organisation must not adopt a government related identifier of an individual as its own identifier of the individual unless:

- a. the adoption of the government related identifier is required or authorised by or under an Australian law or a court/tribunal order; or
- b. subclause 9.3 applies in relation to the adoption.

Note: An act or practice of an agency may be treated as an act or practice of an organisation, see section 7A.

### **Use or disclosure of government related identifiers**

9.2 An organisation must not use or disclose a government related identifier of an individual unless:

- a. the use or disclosure of the identifier is reasonably necessary for the organisation to verify the identity of the individual for the purposes of the organisation's activities or functions; or
- b. the use or disclosure of the identifier is reasonably necessary for the organisation to fulfil its obligations to an agency or a State or Territory authority; or
- c. the use or disclosure of the identifier is required or authorised by or under an Australian law or a court/tribunal order; or
- d. a permitted general situation (other than the situation referred to in item 4 or 5 of the table in subsection 16A(1)) exists in relation to the use or disclosure of the identifier; or
- e. the organisation reasonably believes that the use or disclosure of the identifier is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- f. subclause 9.3 applies in relation to the use or disclosure.

Note 1: An act or practice of an agency may be treated as an act or practice of an organisation, see section 7A.

Note 2: For permitted general situation, see section 16A.

### **Regulations about adoption, use or disclosure**

9.3 This subclause applies in relation to the adoption, use or disclosure by an organisation of a government related identifier of an individual if:

- a. the identifier is prescribed by the regulations; and

- b. the organisation is prescribed by the regulations, or is included in a class of organisations prescribed by the regulations; and
- c. the adoption, use or disclosure occurs in the circumstances prescribed by the regulations.

Note: There are prerequisites that must be satisfied before the matters mentioned in this subclause are prescribed, see subsections 100(2) and (3).

## **Part 4 — Integrity of personal information**

### **Australian Privacy Principle 10 — quality of personal information**

10.1 An APP entity must take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that the entity collects is accurate, up-to-date and complete.

10.2 An APP entity must take such steps (if any) as are reasonable in the circumstances to ensure that the personal information that the entity uses or discloses is, having regard to the purpose of the use or disclosure, accurate, up-to-date, complete and relevant.

### **Australian Privacy Principle 11 — security of personal information**

11.1 If an APP entity holds personal information, the entity must take such steps as are reasonable in the circumstances to protect the information:

- a. from misuse, interference and loss; and
- b. from unauthorised access, modification or disclosure.

11.2 If:

- a. an APP entity holds personal information about an individual; and
- b. the entity no longer needs the information for any purpose for which the information may be used or disclosed by the entity under this Schedule; and



- c. the information is not contained in a Commonwealth record; and
- d. the entity is not required by or under an Australian law, or a court/tribunal order, to retain the information;

the entity must take such steps as are reasonable in the circumstances to destroy the information or to ensure that the information is de-identified.

## **Part 5 — Access to, and correction of, personal information**

### **Australian Privacy Principle 12 — access to personal information**

#### **Access**

12.1 If an APP entity holds personal information about an individual, the entity must, on request by the individual, give the individual access to the information.

#### **Exception to access — agency**

12.2 If:

- a. the APP entity is an agency; and
- b. the entity is required or authorised to refuse to give the individual access to the personal information by or under:
  - i. the Freedom of Information Act; or
  - ii. any other Act of the Commonwealth, or a Norfolk Island enactment, that provides for access by persons to documents;

then, despite subclause 12.1, the entity is not required to give access to the extent that the entity is required or authorised to refuse to give access.

#### **Exception to access — organisation**

12.3 If the APP entity is an organisation, then, despite subclause 12.1, the entity is not required to give the individual access to the personal information to the extent that:

- a. the entity reasonably believes that giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety; or
- b. giving access would have an unreasonable impact on the privacy of other individuals; or
- c. the request for access is frivolous or vexatious; or
- d. the information relates to existing or anticipated legal proceedings between the entity and the individual, and would not be accessible by the process of discovery in those proceedings; or
- e. giving access would reveal the intentions of the entity in relation to negotiations with the individual in such a way as to prejudice those negotiations; or
- f. giving access would be unlawful; or
- g. denying access is required or authorised by or under an Australian law or a court/tribunal order; or
- h. both of the following apply:
  - i. the entity has reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to the entity's functions or activities has been, is being or may be engaged in;
  - ii. giving access would be likely to prejudice the taking of appropriate action in relation to the matter; or
- i. giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- j. giving access would reveal evaluative information generated within the entity in connection with a commercially sensitive decision-making process.

### **Dealing with requests for access**

#### **12.4 The APP entity must:**

- a. respond to the request for access to the personal information:
  - i. if the entity is an agency — within 30 days after the request is made; or
  - ii. if the entity is an organisation — within a reasonable period after the request is made;
- and

- b. give access to the information in the manner requested by the individual, if it is reasonable and practicable to do so.

### **Other means of access**

12.5 If the APP entity refuses:

- a. to give access to the personal information because of subclause 12.2 or 12.3; or
- b. to give access in the manner requested by the individual; the entity must take such steps (if any) as are reasonable in the circumstances to give access in a way that meets the needs of the entity and the individual.

12.6 Without limiting subclause 12.5, access may be given through the use of a mutually agreed intermediary.

### **Access charges**

12.7 If the APP entity is an agency, the entity must not charge the individual for the making of the request or for giving access to the personal information.

12.8 If:

- a. the APP entity is an organisation; and
- b. the entity charges the individual for giving access to the personal information;

the charge must not be excessive and must not apply to the making of the request.

### **Refusal to give access**

12.9 If the APP entity refuses to give access to the personal information because of subclause 12.2 or 12.3, or to give access in the manner requested by the individual, the entity must give the individual a written notice that sets out:

- a. the reasons for the refusal except to the extent that, having regard to the grounds for the refusal, it would be unreasonable to do so; and
- b. the mechanisms available to complain about the refusal; and

- c. any other matter prescribed by the regulations.

12.10 If the APP entity refuses to give access to the personal information because of paragraph 12.3(j), the reasons for the refusal may include an explanation for the commercially sensitive decision.

### **Australian Privacy Principle 13 — correction of personal information**

#### **Correction**

13.1 If:

- a. an APP entity holds personal information about an individual; and
- b. either:
  - i. the entity is satisfied that, having regard to a purpose for which the information is held, the information is inaccurate, out of date, incomplete, irrelevant or misleading; or
  - ii. the individual requests the entity to correct the information;

the entity must take such steps (if any) as are reasonable in the circumstances to correct that information to ensure that, having regard to the purpose for which it is held, the information is accurate, up to date, complete, relevant and not misleading.

#### **Notification of correction to third parties**

13.2 If:

- a. the APP entity corrects personal information about an individual that the entity previously disclosed to another APP entity; and
- b. the individual requests the entity to notify the other APP entity of the correction;

the entity must take such steps (if any) as are reasonable in the circumstances to give that notification unless it is impracticable or unlawful to do so.

#### **Refusal to correct information**

13.3 If the APP entity refuses to correct the personal information as requested by the individual, the entity must give the individual a written notice that sets out:

- a. the reasons for the refusal except to the extent that it would be unreasonable to do so; and
- b. the mechanisms available to complain about the refusal; and
- c. any other matter prescribed by the regulations.

#### **Request to associate a statement**

13.4 If:

- a. the APP entity refuses to correct the personal information as requested by the individual; and
- b. the individual requests the entity to associate with the information a statement that the information is inaccurate, out-of-date, incomplete, irrelevant or misleading;

the entity must take such steps as are reasonable in the circumstances to associate the statement in such a way that will make the statement apparent to users of the information.

#### **Dealing with requests**

13.5 If a request is made under subclause 13.1 or 13.4, the APP entity:

- a. must respond to the request:
  - i. if the entity is an agency — within 30 days after the request is made; or
  - ii. if the entity is an organisation — within a reasonable period after the request is made;and
- b. must not charge the individual for the making of the request, for correcting the personal information or for associating the statement with the personal information (as the case may be).

**For further information telephone:**

1300 363 992

**email:** [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

**write:** GPO Box 2999, Canberra ACT 2601

GPO Box 5218, Sydney NSW 2001

or visit our website at [www.oaic.gov.a](http://www.oaic.gov.a)

## **Appendix 4 – Bullying and Harassment**

The Organisation is committed to create and maintain a work and social environment that is free from bullying, harassment and violence, at work and at meetings. The principles of this policy are:

### **Intention**

- Define and explain workplace and meeting bullying, harassment and violence
- Outline responsibilities in relation to appropriate workplace and meeting behaviour
- Explain what will occur if workplace and meeting bullying, harassment or violence is alleged
- Explain the procedures to deal with an allegation of bullying and the consequences of a breach of this policy

### **Scope**

The policy applies to

- all SouthEast members
- SouthEast directors
- SouthEast's Independent Directors and Advisors
- SouthEast's employees
- all contractors and/or consultants working for or on the behalf of SouthEast

## **Definitions**

### ***Bullying***

Bullying is repeated unreasonable behaviour directed toward an employee or group of employees, a director or group of directors, a member or group of members which creates a risk to health and safety.

### ***Harassment***

Harassment is unwelcome behaviour directed towards another person, which is intended to offend, humiliate or intimidate the person, or which is such that a reasonable person would have anticipated the possibility of offence, humiliation or intimidation. Harassment may be on the basis of a particular attribute, e.g. a person's race, age or sexual preference. The term when used in this policy incorporates racial and religious vilification and sexual harassment.

### ***Unreasonable behaviour***

Unreasonable behavior is behavior which a reasonable person, having regard to all the circumstances, would anticipate could victimize, humiliate, undermine, or threaten.

### ***Victimisation***

Victimisation is detriment caused to a person principally because that person has lodged a complaint or made a report in accordance with the law or departmental policy.

### ***Violence***

Violence includes physical violence which arises out of disputes, or adverse interpersonal relations between directors, members, employees, clients and/or visitors in and around their place of employment or meetings of SouthEast.

## **Workplace**

The workplace is the area in which employees are on departmental duty or are representatives of the Organisation. The term “workplace” can include areas beyond the work location and activities outside of work hours. It can include activities such as school camps and excursions, residential or external training courses, Christmas parties and other functions which are officially supported by the Organisation.

## **Workplace bullying**

Workplace bullying is the repeated less favourable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice. It includes behaviour which intimidates, offends, degrades or humiliates, and can range from loud aggressive behaviour to subtle intimidation. It is not just a difference of opinion or general conflict in working relations.

## **Policy**

### **Principles**

- Fair and equitable treatment for all
- Safe and healthy work and meeting practices and environments and a concern for staff and member welfare
- Compliance with legislative requirements
- Prompt resolution of grievances and complaints

### **Responsibilities**

SouthEast will

- Take reasonable steps to prevent workplace and meeting bullying, harassment and violence from occurring in all circumstances and workplaces and meetings.
- Respect the needs of individuals and employees' and member rights
- Provide formal avenues of complaint and support.

Members, people involved with the agency and employees will

- Treat others with respect and dignity and abide by the Code of Conduct



- Refrain from behaviours that may constitute workplace and meeting bullying, harassment or violence

- Comply with policy and relevant legislation

In addition to their responsibilities to the employees, the Chief Executive Officer will

- Model appropriate workplace and meeting behaviour. Meeting behaviour will be in conjunction with the Chairperson.

- Monitor the workplace for incidences of inappropriate behaviour and take appropriate action to resolve grievances and complaints

- Deal with all complaints seriously and confidentially and in accordance with relevant directives and guidelines.

## **Reporting**

### **Members & Directors**

In the event of allegations of member or Director bullying or harassment, the aggrieved person must write to the Chairperson outlining their concerns.

If the complaint is about the Chairperson, then the aggrieved person must write to the Secretary.

### **Employees**

In the event of allegations about employee bullying, employees are encouraged to report the behaviour.

Reports of bullying behaviour are to be submitted in writing to the Chief Executive Officer or if the report is about the Chief Executive Officer, to the Chairperson.

## **Process**

All parties, including those making bullying allegations and those against whom allegations are made will be supported by SouthEast throughout the process.

Where possible, complaints of bullying and harassment will be dealt with through a mediation process between the parties using the Dispute procedure as outlined in the Member Manual and Rules of the Cooperative.

If mediation fails, the SouthEast Board will ensure the matter is thoroughly investigated and complies with relevant regulations.

Reporting and investigation of bullying allegations are to be conducted in a confidential manner. Any breach of confidentiality during the reporting and investigation process may lead to disciplinary action.

Please refer to Disputes/Grievance Procedure for process of resolution.

## Appendix 5 Membership Application

### Membership Application

1. Name ..... (Full name of applicant)

of ..... (Address of applicant)

desire to be admitted as a member in the above mentioned cooperative. I am over the age of 18 years and in the event of my admissions as a member, I agree to be bound by the Rules of the cooperative, the Cooperatives Act 1996, the policies of SouthEast, agree to the active membership requirements and attend an induction workshop during the probationary period.

2. Are you applying for joint membership with another adult living in your household?

Yes / No

3. Will you be the primary member? Yes / No

.....

Signature of applicant

Date

Witness

#### COOPERATIVE USE ONLY

Membership Number .....

Date of Approval .....

Joint Member .....

Primary Member.....

## Appendix 6 Maintenance Requests (Form)

### Maintenance Requests

**Name:**

**Date:**

**Address:**

**Phone** (home)..... (Mob. or Work)

**Details of maintenance problem:**

.....

**Signed:**

Please return to: Property Management Officer, P.O. Box 7141, Dandenong 3175

*Fax: 9706 8558*

### OFFICE USE ONLY

ACCEPTED		EMERGENCY MAINTENANCE YES/ NO OTHER COMMENTS..... ..... ..... ..... WORK ORDER No.
REJECTED		
DEFERRED		

## Appendix 7 - Member Maintenance Satisfaction Report

(To be completed by renter on completion of maintenance works and returned to the Office).

Address: .....

.....

Renter name: .....

Works Undertaken: .....

1. Have the works been completed? Yes / No
2. Were the works completed satisfactorily Yes / No

If *No*, please explain why or how works have not been completed satisfactorily:

.....

3. Did the Tradesman / Tradeswoman clean up on completion of the job? Yes / No

If *No*, please explain.....

4. Did the Tradesman / Tradeswoman undertake their work safely and not endanger you or your family? If *No* please explain why works have not be completed satisfactorily and / or what did you consider unsafe.....

5. Did the Tradesman / Tradeswoman contact you prior to arriving at your house?  
Yes / No

6. Do you have any other comments about the tradesman / tradeswoman?

.....

## Appendix 8 - Equal Opportunity

SouthEast is committed to promoting equity and social justice by providing an environment that encourages excellence through diversity.

The three central objectives to secure this goal are:

- ensuring that the profile and involvement of residents and staff reflects the diversity of the Australian community
- providing social and work environments that are free from discrimination and harassment and sensitive to cultural difference

- encouraging development of policy and practice that positively support equity and diversity

### **Scope**

This policy applies to all SouthEast members, Directors, advisors, staff and tradespeople.

### **Application**

SouthEast is committed to equal opportunity as part of its mission to provide equity and social justice. Equal opportunity means that merit and equity will form the basis of all decisions.

To provide equal opportunity, SouthEast undertakes to:

- promote and support equal opportunity in all its activities
- eliminate discrimination on the grounds of:
  - race, colour, national or ethnic origin, or nationality
  - sex or gender, sexual preference, marital or parental status, or pregnancy
  - religious or political belief or activity, or industrial activity
  - age
  - disability
  - or any other ground specified by the Board.
- create an environment characterised by respect where individuals are free from discrimination or harassment
- use non-discriminatory, inclusive language in all official documents and encourage its use within the organisation
- ensure the application of the merit principle in recruitment, selection, reclassification and promotion
- provide equitable career development activities for all staff
- ensure equitable access to decision-making and resources
- ensure the accountability the Chief Executive Officer for the implementation of SouthEast's equal opportunity policies, practices and programs.

SouthEast's Equal Opportunity Policy will comply with all aspects of Equal Opportunity legislation and regulations.

## Appendix 9 SouthEast Tenancy Application Inclusions

### Disclosures Check List

#### Form's inclusions:

- Application
- Renter's Agreement
- Statement of Information for Rental Applicants
- Disclosures Check List

#### Procedure:

- Check list to be signed as read by applicant and attached to the application
- Add to policy and SouthEast forms
- Check each property against the minimum standards (see below)

**Note:** Owners Corporation (OC) rules for all DHHS and SouthEast owned OC properties are the model rules.

**Before entering into an agreement, the residential rental provider must disclose certain information to the applicant, including (but not limited to):**

**Disclosures Table 1.**

No.	Disclosure Item	Information provided (and/or compliant) (Y) (N) or Not Applicable (NA)
1	If the rented premises or common property is known to have been the location of a homicide in the last 5 years;	

2	If the rented premises comply with the rental minimum standards;	
3	From 31 Dec 2021 onwards, if the rental provider has received a repair notice in the last 3 years relating to mould or damp in the premises cause by or related to the building structure;	
4	The date of the most recent gas safety check and electrical safety check and any outstanding recommended works related to those checks;	
5	If the property is known to be contaminated because of prior use of the property for the trafficking or cultivation of a drug of dependence in the last five years;	
6	If the property is known to have friable or non-friable asbestos based on an inspection by a suitably qualified person;	
7	If the property is on the market for sale or in the process of being sold;	
8	If the rental provider is not the owner of the rented premises, that the rental provider has a right to let the rented premises;	
9	If the rented premises are supplied with electricity from an embedded electricity network, the details of the operator of the embedded electricity network;	
10	If the rented premises or common property is known by the residential rental provider to be the subject of any notice, order, declaration, report or recommendation issued by a	



	relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure; and	
11	A copy of any Owners Corporation rules.	NA - Model rules apply to all owner's corporation affected properties managed by SouthEast

**I the undersigned have read and understand these disclosures**

**Applicant(s) full name (Please Print):**

**Date:**

**Signature(s)**

## Appendix 10 - Minimum Standards

All rental properties will be required to meet minimum standards, including heating and dead locks to external doors. Rental providers (landlords) must make sure a property meets minimum standards on or before the day a renter moves in. These minimum standards apply to newly created agreements and not existing tenancies.

If the property does not meet minimum standards, renters can end their rental agreement (lease) before moving in or they can request an urgent repair.

- In relation to locks, the new requirement state that all external entry doors to the rented premises which are not able to be secured with a functioning deadlock, other than any screen door attached to an external door, must at least be fitted with a locking device that: is operated by a key from the outside; and may be unlocked from the inside with or without a key.
- The rental property must be free from mould and damp caused by or related to the building structure. Ventilation requirements to prevent mould or damp are included which align with performance requirements in the BCA.
- All power outlets and lighting circuits must meet electrical safety requirements in line with Australian Standards.
- A new minimum standard requires all rental properties to have a heater and certain rental properties to have heaters that meet a defined energy efficiency standard.
- Any laundry facilities in a rental property must have a reasonable supply of hot and cold water.
- All external windows in the rented premises that are capable of opening must be able to be set in a closed or open position. They must also include latches to secure the window.

On this page:

- [Definition of minimum standards](#)
- [Renters' rights if the property does not meet minimum standards](#)

- [Rental providers' responsibilities to meet minimum standards](#)
- [Sections of the Act](#)

There are special rules for [minimum standards in rooming houses](#).

### **Definition of minimum standards**

The minimum standards apply to rental agreements that:

- started after 29 March 2021
- started before 29 March 2021 **and** roll over into periodic agreements on or after 29 March 2021.

The minimum standards are divided into 14 categories. All rental properties must meet the standards for each category.

### **Locks**

The property's external entry doors must have functioning deadlocks or be fitted with locks that can be unlocked with a key from the outside but can be unlocked without one from the inside.

The only cases where a deadlock doesn't have to be fitted to a door are when:

- a door cannot be secured with a deadlock - for example, because of its position
- it is a screen door in the same door frame as an external door
- a different type of lock or device is required under another Act or law
- the door is not directly accessible because there is another type of security barrier, such as a locked door to an apartment building, or a locked gate
- the property is registered under the *Heritage Act 2017* and has an approved exemption from the standard.

Read more about [locks and security](#).

## **Vermin proof bins**

Rental providers must supply a rubbish bin and a recycling bin for the renter to use. The bins can be provided by the local council or purchased elsewhere, as long as they are vermin proof and meet council collection standards.

## **Toilets**

The property's toilet must be in good working order and connected to either:

- pipes that carry the sewage to a treatment plant (a reticulated sewerage system)
- a wastewater treatment system permitted under the [Code of practice – Onsite wastewater management at EPA Victoria](#)
- any other system approved by the local council.

The toilet must be in a separate room in the property, either by itself, or in an appropriate room like a bathroom or in a combined bathroom-laundry.

## **Bathroom**

A rental property's bathroom must have a washbasin and a shower or bath, and be connected to a reasonable supply of hot and cold water.

Showers must have a shower head with a 3-star water efficiency rating. If one cannot be installed, for example because of the property's age, then a shower head with a 1- or 2-star rating is acceptable.

## **Kitchen**

The property must have a kitchen with:

- a dedicated cooking and food preparation area
- a sink in good working order connected to a reasonable supply of hot and cold water
- a stovetop in good working order that has two or more burners.

If there is an oven, it needs to be in good working order.

These requirements do not apply if the property is listed in the [heritage register at Heritage Council Victoria](#) and has an approved exemption from the standard.

### **Laundry**

If there is a laundry on the property, it must be connected to a reasonable supply of hot and cold water.

### **Structural soundness**

The property must be structurally sound and weatherproof.

### **Mould and damp**

All rooms must be free from mould and damp caused by or related to the building structure.

### **Electrical safety**

**Note:** links in this section go to the Standards Australia website.

From 29 March 2023, all power outlets and lighting circuits in a rental property must be connected to:

- a switchboard type circuit breaker that complies with [AS/NZS 3000 for wiring](#), and
- a switchboard type residual current device that complies with [AS/NZS 3190](#) or [AS/NZS 61008.1](#) or [AS/NZS 61009.1](#).

### **Window coverings**

From 29 March 2022, windows in rooms likely to be used as bedrooms or living areas must be fitted with curtains or blinds that can be closed, block light and provide privacy.

## **Windows**

All external windows in a rental property that can be opened must be lockable. They must also be able to be left open or closed. If the window can't have a lock fitted, it must have a functioning latch to keep it closed.

## **Lighting**

Inside rooms, corridors and hallways must have access to light to make the areas functional. During the day, natural light can include light borrowed from an adjoining room and at night, renters should have access to artificial light.

These requirements do not apply if the property is registered under the *Heritage Act 2017* and has an approved exemption from the standard.

## **Ventilation**

Rental properties must have adequate ventilation in all rooms including the bathroom, shower, toilet and laundry.

The property must meet the appropriate ventilation requirements of the Building Code of Australia, which are different for different kinds of properties. You can search resources in the [Australian Building Codes Board resources library](#).

## **Heating**

Rental properties must have a fixed heater (not portable) in good working order in the main living area. If a fixed heater has not been installed in the main living area by 29 March 2021, the rental provider must install an energy efficient heater.

From 29 March 2023, the heater must also meet energy efficiency standards. This means that if a renter enters into a rental agreement from 29 March 2023, there must be a fixed energy efficient heater in the main living area. If there is an existing fixed heater that is not energy efficient, the rental provider must upgrade it.

An energy efficient fixed heater must be one of the following:

- a non-ducted air conditioner or heat pump with a 2 star or above energy rating
- a gas space heater with a 2 star or above energy rating
- a ducted heating or hydronic heating system with an outlet in the main living area
- a domestic solid fuel burning appliance, such as a fireplace or wood burning stove.

In some apartment blocks it may not be practical to install an energy efficient heater - because of owner's corporation rules, or costs, for example.

It may be unreasonable to install an energy efficient heater because:

- It would cost more:
  - than the average cost of installation
  - to meet other Acts or local laws
- Owner's corporation rules prohibit it.

If this is the case, the rental provider must still install a fixed heater in the main living area.

If a rental provider considers that it would be unreasonable to install an energy efficient fixed heater, they should:

- have evidence to show that it is unreasonable, and
- let the renter know before they enter into a rental agreement.
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#### **Safety related activities: Requirements**

<b>Gas</b>	<p>Mandatory gas safety checks are required, and records must be kept.</p> <p>These must be completed every 2 years by a licensed or registered gasfitter.</p>
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	<i>Renters must be provided with the date of the most recent check at the start of a tenancy and during a tenancy if requested.</i>
<b>Electrical</b>	<ul style="list-style-type: none"> <li>• Mandatory electrical safety checks are required for all electrical installations, appliances and fittings provided by the rental provider every 2 years by a licensed or registered electrician.</li> <li>• <i>Renters must be provided with the date of the most recent check at the start of a tenancy and during a tenancy if requested.</i></li> </ul>
<b>Smoke alarms</b>	<ul style="list-style-type: none"> <li>• <i>Rental providers must ensure that smoke alarms are correctly installed, tested at least once every 12 months and that batteries are replaced as required.</i></li> </ul>
<b>Bushfire prone areas</b>	<ul style="list-style-type: none"> <li>• If the rented premises are in a designated bushfire prone area under section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.</li> <li>• The water tank must be full and clean at the commencement of the agreement.</li> </ul>
<b>Protection for workers</b>	<ul style="list-style-type: none"> <li>• Danger provisions of the RTA 1997, expanded to protect workers through the inclusion of an allowance to give a notice to vacate if renter or other person occupying rented premises has seriously threatened or intimidated the residential rental provider, their agent or their contractor. Residential rental providers will be able to issue a 14-day notice to vacate.</li> </ul>

You can download the guide for more information: [Minimum rental standards for heating - Residential Tenancies Regulations 2021](#).



## **Renters' rights if the property does not meet minimum standards**

Renters should inspect a property to make sure it meets minimum standards before they sign a rental agreement.

If the property does not meet minimum standards, the renter can request that the rental provider make repairs or changes before signing the agreement or before they move in.

If a rental agreement has been signed but the renter has not moved in yet, and the property does not meet minimum standards, the renter can:

- end the rental agreement immediately without fees by notifying the rental provider that the property does not meet minimum standards.
- move in anyway, then make a request for [urgent repairs](#).

If a property falls below minimum standards any time during a rental agreement, the renter can make a request for [urgent repairs](#) to meet the standards.

## **Rental providers' responsibilities to meet minimum standards**

There are penalties for failing to provide a property that meets minimum standards. There are also consequences for not carrying out requested repairs to bring a property up to minimum standards.

### **When a rental provider fails to repair the property**

If a rental provider does not respond to a request for an urgent repair, the renter may [apply to VCAT](#) for an order requiring the rental provider to carry out the repairs.

Alternatively, if the repairs will cost less than \$2500 and the renter can afford to pay for them, then the renter may arrange the repairs themselves. In this case, the rental provider will have to pay back the renter for the reasonable costs of repair.

VCAT can also order that while awaiting repairs, rent payments be redirected into a rent special account for a certain amount of time, called a specified period. A rent

special account is a trust account that can hold rent that would usually go to the rental provider. At the end of the specified period:

- If the urgent repairs have been made, the rental provider can apply for VCAT to pay them the rent in the rent special account.
- If the repairs have not been made and the property does not meet the minimum standards, the renter can apply to VCAT to pay them some or all of the rent in the rent special account.

### **Failure to repair due to financial hardship**

In determining whether to redirect rent payments into a rent special account due to failure to repair a property, VCAT will consider if the rental provider is in financial hardship.

If this is the case, the rental provider must provide documented evidence of financial hardship to VCAT.

### **Sections of the Act**

If you want to know what the law says about minimum standards for rental properties, you can read these sections of the [Residential Tenancies Act 1997](#):

- Section 65A – Occupation of rented premises that do not comply with rental minimum standards
- Section 72 – Urgent repairs
- Section 77 – Payment of rent into Rent Special Account

## **Acknowledgement**

Policy updated to align with changes introduced into the Residential Tenancy Act 1997 effective 29 March 2021 with changes to content sourced from: *Residential Tenancy Law Changes: Overview of Key Changes to Residential Tenancy Legislation and Regulations in 2021*. Community Housing Industry Association, Victoria.