

## Renter Damage Policy

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### Policy Description

This policy establishes the approach of SouthEast Housing Co-operative to clearly define the renter's responsibilities and SouthEast Housing Co-operative's responsibilities in maintenance.

### Scope

This policy applies to all renters managed by SouthEast Housing Co-operative under all relevant programs.

### Definitions

RTA	Residential Tenancies Act 1997
VCAT	Victorian Civil and Administrative Tribunal

### Relevant policy statements and/or principles

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

### Approach to repair charges

- Part 2 of the RTA outlines the rights and duties of the renter and the residential rental provider which forms the basis of the Renter Damage Policy. Under s61, renters or visitors must not intentionally or negligently cause damage (replacing the duty for a renter to ensure care is taken to avoid damaging the rented premises).
- Safety related duties on renters including a duty not to remove, deactivate or otherwise interfere with the operation of a prescribed safety device at a rented premises unless it is reasonable in the circumstances to do so.
- Renters must give written notice to the residential rental provider as soon as practicable after becoming aware of damage to the rented premises or breakdown of facilities, fixtures, furniture or equipment provided by the residential rental provider. A renter who becomes aware of any damage to the rented premises, whether the damage is caused by the renter or not, must inform SouthEast Housing Co-operative as soon as possible.
- SouthEast Housing Co-operative will perform repairs to ensure that the premises are maintained in good order.
- A renter must take reasonable care to avoid damage to premises or common areas.
- SouthEast Housing Co-operative will seek to recover repair charges from renters in circumstances where repairs to the premises are necessary as a result of

deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission.

- SouthEast Housing Co-operative will not seek to recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a renter.
- SouthEast Housing Co-operative may not seek to recover repair charges for damage caused by mental and physical health, instances of family violence, or third-party criminal damage.
- SouthEast Housing Co-operative may not seek to recover repair charges for any item, fixture or fitting at the end of its usable life or that is due to be replaced.
- The policy may not apply to circumstances where renters, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, SouthEast Housing Co-operative may serve an immediate notice to vacate and seek an Order for Possession under s243 of the RTA.

## **Procedures**

### **Repair charges**

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

#### **Intentional damage to the property:**

- alterations being made without approval
- alterations carried out by or on behalf of the renter not conforming to SouthEast Housing Co-operative requirements
- fixtures or fittings installed do not meet the required standards of SouthEast Housing Co-operative
- floor coverings being removed without the consent of SouthEast Housing Co-operative
- malicious damage to the premises
- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

#### **Neglectful damage:**

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

#### **Compliance with third party instructions:**

- instances where emergency services are required to gain access to the premises, the renter may be invoiced for the cost of any associated damage
- a direction from Victoria Police
- a direction from council by-laws([e.g., hoarding)
- a direction from the Metropolitan Fire Brigade or the Country Fire Authority

- the premises being damaged or destroyed by fire as a result of the actions of the renter, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- a compensation or compliance order from VCAT

### **Conclusion of the tenancy:**

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

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

### **Renter responsibilities**

Renters will:

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

### **Rental Provider responsibilities**

SouthEast Housing Co-operative commits to fulfil its role as a rental provider under the RTA.

SouthEast Housing Co-operative will:

- Ensure the premises is in reasonably clean condition prior to a tenancy commencing, is maintained to a community standard, and never below a habitable standard
- Provides renters with a written statement setting out the rights and duties of SouthEast Housing Co-operative and the renter under a tenancy agreement
- Inspect the premises every 12 to 24 months

- Undertake responsive and cyclical maintenance, and have a flexible program of upgrades that can take advantage of vacancies
- Ensure all maintenance is undertaken by suitably qualified contractors

### **Managing renter repair charges**

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

SouthEast Housing Co-operative will undertake the following steps to seek to recover repair charges:

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

### **Determining responsibility for damage to the premises**

To determine who is responsible for the cost of repairing damage to the premises SouthEast Housing Co-operative will ensure the process is fair, timely and evidence based by:

- Inspecting the premises and documenting the damage where appropriate
- Taking into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
- Taking into account damage due to fair wear and tear, which SouthEast Housing Co-operative are responsible to repair
- Taking into account damage due to an emergency situation where there was good cause to believe that the renter's health and wellbeing was at risk
- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the renter is required to provide evidence
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases, a Police report should be supplied by the renter where possible
- Discussing the items of damage with the renter and recording information the renter or a third party gives SouthEast Housing Co-operative about the possible cause of the damage
- Taking into account the type of damage and any information concerning liability the renter gives to SouthEast Housing Co-operative when reporting the damage

In circumstances of criminal activity, the renter is requested to provide evidence within 14 days, proving the renter has reported the matter to the Police, such as a Police statement or Police Event Number.

Where SouthEast Housing Co-operative determines that the damage is a result of intentional damage, mistreatment or neglect, the renter will be responsible for the cost of repair work.

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

### **Appealing decisions about renter repair costs**

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

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

### **Repayment Agreement**

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

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

If the renter accepts liability for the identified damage, the claim should be considered a substantiated renter repair charge. The renter may either pay the amount in full or enter into a repayment agreement. The total repayment amount cannot exceed 25% of the household's total income unless approved by the Tenancy Officer and agreed by the renter.

If the renter has vacated the property, the renter repair charge will be held against the renter as per the relevant VCAT order.

### **Breach and Compliance Process**

If an agreement cannot be reached, or an agreement is broken, SouthEast Housing Co-operative will pursue the costs through the breach and compliance process under the RTA.

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

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

### **Communication**

SouthEast Housing Co-operative will provide clear information to renters on this policy and will inform renters when the policy is being used to recover costs.

## Acknowledgement

SouthEast Housing Co-operative acknowledges the policy work undertaken by the Community Housing Industry Association Victoria, the Department of Families, Fairness and Housing and Aboriginal Housing Victoria in developing this policy.

## Related Legislation, SEHC Documents and Other Documents

Legislation / Standards:	<ul style="list-style-type: none"><li>• Privacy Act 1988 (C'wlth)</li><li>• Privacy and Data Protection Act 2014 (Vic)</li><li>• Housing Act 1983 (Vic) Part VIIIA – Social Housing</li><li>• Health Records Act 2001 (Vic)</li><li>• Performance Standards for Registered Housing Agencies</li><li>• DFFH Victorian Housing Register Operational Guidelines</li><li>• Charter of Human Rights and Responsibilities 2006</li><li>• Children, Youth and Families Act 2005 (Vic) (effective 2020 for CHOs)</li><li>• Child Wellbeing and Safety Act 2005 (Vic) (effective 2020 for CHOs)</li><li>• Residential Tenancies Act 1997</li></ul>
Organisational Documents:	<ul style="list-style-type: none"><li>• Privacy and Data Protection Policy</li><li>• Complaints and Appeals Policy</li></ul>

## Policy Management

Policy owner (role title):	Board
Role responsible for implementing:	Board and CEO
Review arrangements:	Every 3 years via internal review
Next Review Date:	June 2027

## Document History

Date	Controlled Version Number	Author	Approved by	Comment
24 June 2022	1.	S. Morrissey (CEO)	Board	Board approved version migrated for display on SEHC website
25 June 2024	2.	S. Morrissey (CEO)	Board	