



POLICY AND PROCEDURE:	HOUSING
DOCUMENT NUMBER:	SCS--PP-4072
BUSINESS UNIT:	HOUSING SERVICES
ENDORSED BY THE EM:	07.10 2020
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## 1. STATEMENT OF PURPOSE

- 1.1. St. Vincent de Paul Society WA (SVDPWA)'s Housing Service believes a safe, secure home is the cornerstone on which individuals and families can build a better quality of life. This provides a foundation for individual, family and community wellbeing and aims to give a personal sense of place and home.
- 1.2. HGS acknowledges the growing rate of 'Homelessness' in Australia. Homelessness isn't always visible and it does not discriminate. All people from all ages and backgrounds can become homeless.
- 1.3. HGS aims to provide clear and transparent information to staff, support workers, current and prospective tenants/residents and other stakeholders on HGS's tenancy and property management practices including rent setting, allocation, and eligibility criteria and addresses the tenancy responsibilities of our tenants/residents.
- 1.4. HGS recognises the importance of providing fair, ethical and transparent treatment of tenants/residents and the provision of quality housing services in a sustainable manner.
- 1.5. HGS, using a strengths-based approach, undertakes to inform and uphold the rights and responsibilities of tenants/residents utilising a strengths-based approach
- 1.6. As a service provider for vulnerable people, HGS is committed to having strong and robust policies and procedures to support our practice.

## 2. SCOPE

- 2.1. This is a Specialist Community Services (SCS) policy, applicable to all staff, volunteers and tenants/residents residing within or accessing the following services;
  - Housing Services (HGS)



### 3. DEFINITIONS

- 3.1. **Assessable Income** means payments that are for, or able to be used for general living costs, whether qualifying as:
- General income; or
  - Statutory income which:
    - Are a regular fortnightly income;
    - Are ongoing and for which recipients do not need to requalify for once eligible; or
    - Temporarily replace a recipient's primary form of income
- 3.2. **Assessable Income List** means a list of income types that have been deemed assessable by the Department of Communities (Housing Authority) and SVDPWA for the calculation of rent.
- 3.3. **Asset** means any property or item of value the household owns or has interest in, including those held outside Australia.
- 3.4. **DOC** means Department of Communities of Western Australia is a multi-functional public sector agency including Housing Authority and Child Protection and Family Services.
- 3.5. **Eligibility Criteria** means conditions a prospective or current tenant/resident must meet to be eligible for accommodation under SVDPWA's Housing Services.
- 3.6. **FDV** means Family and Domestic Violence
- 3.7. **Household Member** means anyone living in SVDPWA's Housing Service property.
- 3.8. **Licence to Occupy** means the legally binding contract between SVDPWA and a tenant/resident for accommodation services. The Residential Tenancies Act 1987 (WA) does not apply to this agreement.
- 3.9. **Resident**, also called a Lodger, means a person granted right of occupancy of residential premises in accommodation managed by SVDPWA's Housing service, under a Licence to Occupy agreement. This is under conditions other than those provided by the Residential Tenancies Act 1987 (WA) where they are considered 'lodger' under common law or otherwise. Also referred to as Clients/Consumers in other SVDPWA policy and procedures.
- 3.10. **Reasonable Offer of Housing** means an offer of accommodation made by SVDPWA to a prospective tenant/resident meeting the criteria outlined in this policy from the available housing stock.
- 3.11. **Rental Rate** means the total of the % of assessable income plus the Commonwealth Rent Assistance charged by SVDPWA for accommodation



services. This may include any utility fees outlined in the agreement.

- 3.12. **Residential Tenancy Agreement** means the tenancy agreement used by HGS with the exception of our shared housing and is compliant with the Residential Tenancies Act 1987 (WA).
- 3.13. **Sensitive Allocations** means the process of matching tenants where possible with appropriate dwelling types, location requirements, cultural and family (including extended) structures.
- 3.14. **Sustainable Tenancies** means considering the principles of a sensitive allocation, to ensure that the allocation is sustainable for the tenant and SVDPWA.
- 3.15. **Tenant** means a person granted right of occupancy of a residential premises in accommodation managed by SVDPWA's Housing Service under a Residential Tenancy Agreement as per Residential Tenancies Act 1987 (WA). Also referred to as Clients/Consumers in other SVDPWA policy and procedures.
- 3.16. **Transitional Accommodation** means medium term accommodation offered by SVDPWA to eligible persons experiencing or at risk of homelessness.
- 3.17. **Utility Fee** means a fee payable by the tenant/resident to SVDPWA's Housing Services for the provision of water, electricity, gas and/or other agreed services that are associated with housing as outlined in the tenant/resident's Licence to Occupy/Residential Tenancy Agreement.

#### 4. POLICY STATEMENT

- 4.1. HGS is committed to reducing housing stress by giving tenants/residents the stable foundation and secure base to rebuild their lives and participate in their community. This allows them to focus on other aspects of their lives such as health and wellbeing, employment, education and their long-term housing needs.
- 4.2. HGS recognises that 'Homelessness' is more than just 'Rooflessness' it includes:
- Rooflessness - without a shelter of any kind, sleeping rough;
  - Houselessness - with a place to sleep but temporarily in institutions or shelter;
  - Living in insecure housing - threatened with severe exclusion due to insecure tenancies, eviction, domestic violence; and/or
  - Living in inadequate housing - in caravans on illegal campsites, in unfit housing, in extreme overcrowding.
- 4.3. HGS is committed to assisting tenants/residents to move out of homelessness quickly and easily by providing move-in ready homes which are fully furnished, including bedding and white goods, shortening property turnaround times and having strong and robust relationships with our



external support partners.

- 4.4. HGS believes that people are entitled to live in dignity, free from fear and harm in their own home or domestic environment and are committed to the provision of safe, secure and affordable accommodation and support services.
- 4.5. HGS recognises the importance of providing respectful, non-judgmental and culturally-sensitive tenancy and property services to tenants/residents.
- 4.6. HGS appreciates that tenants/residents experiencing homelessness may have barriers to providing support documentation such as formal identification and where this occurs exceptions can be made at the discretion of the Service Manager.
- 4.7. HGS acknowledges that the majority of our tenants/residents have a trauma background and that FDV is one of the leading causes of homelessness in Australia.
- 4.8. HGS acknowledges that the tenant/resident must be the central focus of the housing service provision and adopts a person-centered, trauma-informed and strengths-based approach to tenancy and property management.
- 4.9. HGS is committed to Continuous Improvement and welcomes tenant/resident and stakeholder service feedback.
- 4.10. HGS recognises that addressing Homelessness requires a strong and integrated community wide response.
- 4.11. HGS appreciates that tenants/residents experiencing housing stress may find it hard to maintain connection to their networks such as school, employment, community and friends and supports tenants/residents in creating opportunities to address their individual tenancy goals.

## **5. GENERAL PROCEDURE**

- 5.1. HGS provides a variety of transitional housing options in the greater Perth and Mandurah area for families and young people who face barriers accessing housing, are willing to engage with support and have the capacity to meet tenancy responsibilities.
- 5.2. HGS will strongly advocate for tenants/residents with external stakeholders in relation to their support and long-term housing needs as required.
- 5.3. HGS staff will provide referrals to additional support services as required to promote the wellbeing of tenants/residents.
- 5.4. Decisions around pursuing tenant liability and rent arrears for tenants/residents will be reviewed on a case by case basis considering the longer-term effects of poverty on the tenants/residents and in cases of FDV the evidence provided.
- 5.5. All HGS properties are pet-free and fully furnished and any damage caused to



the property and its chattels or inventory will be considered as tenant liability.

- 5.6. All HGS properties are non-smoking and any damage caused by smoking to the property and its chattels will be considered as tenant liability. If smoking inside a property is detected by HGS staff prior to staff entering the property the meeting/inspection may be rescheduled.
- 5.7. HGS will make all efforts to work collaboratively with both internal and external stakeholders to promote the best outcomes for tenants/residents.

## **6. TERMINATION OF AGREEMENT**

- 6.1. Tenants/Residents may request at any time to terminate their tenancy and exit the service by providing 2 weeks written notice using the SCS Resident Vacate Notice unless otherwise stated in RTA 1987.

## **7. APPEALS**

- 7.1. Avenues of appeal are available to tenants/residents whom are dissatisfied with any decision by HGS including to exit them from the service or to decline a referral via our HGS Complaints and Appeal process.

## **8. RENT SETTING**

- 8.1. All rents are capped at a maximum of 30% but not less than 25% of assessable income plus Commonwealth Rent Assistance.
- 8.2. HGS conducts rent reviews bi-annually or upon such time as the household incomes/occupancy changes.
- 8.3. All household members over the age of 16 must provide income and asset details to HGS as requested.
- 8.4. All household members must inform HGS of any changes to income or assets. This includes any change to the number of people living at the property and if there is any change to the assessable income of anyone living at the property.
- 8.5. HGS will provide tenants/residents quarterly rent statements or as requested.
- 8.6. All charges for any additional services will be clearly outlined to tenants/residents within the Licence to Occupy/Residential Tenancy Agreement prior to move in; including how those charges are calculated as applicable.
- 8.7. Rent will not exceed the current Market Rent for any property.
- 8.8. Commonwealth Rent Assistance is included in any determination of rent.
- 8.9. In carrying out property and tenancy management services HGS may choose to:
  - Adjust rents to reflect the provision of additional services or amenities and location factors, subject to not exceeding the affordability ceiling limits; and/or



- Modify the Assessable Income List as it sees fit while remaining generally aligned to the policy and practice of the DOC.
- 8.10. In general, SVDPWA's assessable income list aligns with DOC's assessable income list with the below exceptions.
- 8.11. The following incomes are not assessed:
- Bereavement Allowance
  - Energy Supplement
  - Utilities Allowance
  - Pharmaceutical Allowance
- 8.12. The following incomes are assessed with the below variations:
- Pension Supplement is assessed minus Pharmaceutical Allowance component
  - Family Tax A & B is assessed at 15%

## **9. ELIGIBILITY**

- 9.1. HGS only accepts referrals from approved support agencies who are able to provide sufficient outreach support and whose nominated prospective tenant/residents meets the HGS eligibility criteria.
- 9.2. HGS does not maintain an ongoing waitlist. However, all outstanding prospective tenant/residents who have submitted completed referral documentation to HGS and who meet the eligibility criteria will be retained and assessed by the Housing Services team when the next vacancy arises for up to three months upon such time as new referral may be required to be completed. Tenants/residents are under no obligation to accept the offer of housing should an opportunity arise.
- 9.3. Accepted referrals will be eligible for an initial 3 months tenancy and pending the ongoing success of the tenancy and engagement with their support worker will be offered additional 3 month leases up to maximum of 12 months.
- 9.4. Referrals will only be considered once all requested and required information has been received.
- 9.5. Referrals from former tenants with outstanding vacated arrears will not be accepted for housing unless a payment plan for repayment has been in place and engaged with for 6 months and/or the arrears are under \$500 unless otherwise approved by the service manager.
- 9.6. To be eligible for SVDPWA's Housing Services Housing Plus Program prospective tenants/residents must:



- Be homeless or at risk of homelessness;
- Be in receipt of a regular income;
- Provide the required bond and 2 weeks rent in advance at move-in or be eligible for a Department of Communities Bond Loan\*;
- Have the capacity to maintain a tenancy independently, including payment of bills, daily upkeep of the property and meeting their tenancy agreement responsibilities;
- Have an external organisation Outreach Support Worker for the duration of the tenancy;
- Be willing to commit to planned meeting and engage with the Outreach Support Worker on identified goals including a long-term housing plan; and
- Meet the eligibility for Band 'A' Applicants established by the Department of Communities (Housing Authority) in terms of income and asset limits\*. However exceptions may apply at the discretion of management.

## 10. ALLOCATION

- 10.1. HGS has limited housing assets however where possible when allocating tenants/residents to available housing assets, HGS will take into consideration:
- Sensitive allocation principles leading to sustainable tenancies;
  - DOC Housing Entitlement standards;
  - Prospective tenants/residents' connections to place, family and community; and
  - Proximity to violent ex partners or family members
- 10.2. HGS will endeavour to prioritise prospective tenants/residents who present as in the greatest housing need and who met the eligibility criteria, taking into consideration existing tenants/residents in cases of numerous applications for housing and insufficient property vacancies.
- 10.3. Approved referrals will be allocated and matched to the appropriate property by HGS considering number of people in the household to ensure the property is not too large or too small for tenant/resident's needs as per DOC guidelines.
- 10.4. A prospective tenant/resident will receive one reasonable offer of housing. If refused by the tenant/resident, or not accepted within a reasonable period, the application will be considered by HGS as being withdrawn unless otherwise approved by service manager.
- 10.5. HGS practices a probationary period during the first three months of housing to ensure a suitable fit between the resident/tenant and the service.



Target Group	Community Housing Entitlement
<b>Seniors (55 &amp; Over) Single or Couple</b>	1- or 2-bedroom property <ul style="list-style-type: none"><li>Seniors with an existing 2-bedroom entitlement, as determined by the Housing Authority may not be offered a 3-bedroom property.</li></ul>
<b>Single Parent or Couple/2 Children</b>	2- or 3-bedroom property.
<b>Single Parent or Couple/3 Children</b>	3- or 4-bedroom property.
<b>Single Parent or Couple/4 or more Children</b>	5- or 6-bedroom property.
Singles Adults (sole or sharing)	1- bedroom property or share housing <ul style="list-style-type: none"><li>Providers should only offer housing that is consistent with their existing entitlement as determined by the Housing Authority.</li></ul>

*Department of Communities (Housing Authority) Community Housing Entitlement*

## 11. TRANSFERS

- 11.1. HGS will prioritise accommodation transfers, where possible and vacancy dependent, to facilitate the improvement of the security and safety of tenant/resident post an FDV incident in our accommodation.

## 12. SUPPORT SERVICES

- 12.1. HGS accepts referrals from support agencies who have the experience and capacity to provide a sufficient level of outreach tenancy support for the referred prospective tenant/resident for the duration of their tenancy with the Housing Plus Program. All support providers will be required to sign a Tenancy Support Agreement for their nominated tenant/resident; outlining some of the tenancy support requirements as part of the referral process.

## 13. TENANT ENGAGEMENT

- 13.1. All HGS tenants/residents are required to actively engage with their support provider including progressing with their identified goals for the duration of their tenancy with the Housing Plus Program. Prospective tenants/residents are required to sign a Tenancy Engagement Agreement as part of the referral process indicating their understanding and agreement to engage with HGS and their support services during their tenancy.

## 14. FURNITURE

- 14.1. HGS is committed to providing accommodation and chattels that are safe, secure, functional and, of a reasonable standard and quality. Any additional furniture requirements or furniture/chattels of a higher quality can be purchased



independent by tenants/residents at their expense. Tenants/Residents must take care when bringing secondary hand furniture into SVDPWA property as any remedial repair/pest treatment related to this will be on-charged to the tenant/resident.

- 14.2. HGS provides tenants/residents with a move in bedding starter pack including sheets, a pillow etc which the tenant/resident can take with them on vacate.

## **15. ASSET MODIFICATIONS**

- 15.1. Any modifications to an HGS asset must be approved by management in writing and at the tenants/resident's cost and HGS may require any modifications to be remedied at the tenants/residents cost after the end of the tenancy. HGS permits property modifications that provide additional safety and security for tenants/residents experiencing FDV as per SVDPWA's Family and Domestic Violence Policy.

## **16. TENANTS**

- 16.1. Tenants are responsible for their own utility costs and set-up (electricity and gas), with water usage costs on-charged separately by HGS.
- 16.2. The contractual agreement under which HGS provides accommodation to tenants is outlined in their Residential Tenancy Agreement and all tenant rights and responsibilities are brought to the attention of tenants prior to move in.
- 16.3. Any changes in rent will be provided in writing as per the provisions of the Residential Tenancies Act 1987.
- 16.4. The management of breaches and termination will comply with the provisions of the Residential Tenancies Act 1987 and SVDPWA's Breach and Termination policy.
- 16.5. Tenants are required to pay 2 weeks rent in advance and bond (to the value of 4 weeks rent) prior to move in unless otherwise approved by the service manager.

## **17. RESIDENTS**

- 17.1. HGS is responsible for the provision of utilities with a utility fee on-charged to residents to cover the costs of the service provision.
- 17.2. The utility fee may increase from time to time in line with any increase in the provision of services.
- 17.3. HGS imposes a number of conditions on residents which are outlined in the HGS Licence to Occupy and associated House Rules which may be updated from time to time with written notice to the resident.
- 17.4. The House Rules and any other conditions are outlined in the Licence to Occupy or will be outlined and brought to the attention of the resident prior to move-in.
- 17.5. Residents are required to pay 2 weeks and 50 % of bond at a minimum (to the



value of 2 weeks rent) prior to move in with a payment plan set up for the remaining 50% of bond unless otherwise approved by the service manager

## **18. BREACH OF POLICY AND RELATED PROCEDURES**

- 18.1. Failure to comply with this policy may be considered a breach of our policies and may result in disciplinary action.

## **19. REVIEW**

- 19.1. This policy will be reviewed at least every two years, after consultation. Some circumstances may trigger an early review; this includes but is not limited to legislative changes, organisational changes, incident outcomes and other matters deemed appropriate by SCS Management Team and Executive Manager SCS.

## **20. REFERENCES**

- 20.1. Department of Communities (Housing Authority) Cash Asset Limits
- 20.2. Department of Communities (Housing Authority) Community Housing Entitlement
- 20.3. Social Housing Band A Income Eligibility Limits 2020, Department of Communities Western Australia.
- 20.4. SCS-PP-4093 Family and Domestic Violence Policy
- 20.5. Form 1AA, Residential Tenancies Agreement 1987, Department of Mines, Industry, Regulation and Safety, Western Australia
- 1.1. HGS-FM-#### Licence to Occupy Schedule 3: Lodging House Rules
- 1.1. HGS-FM-#### Licence to Occupy
- 1.2. HGS-FR-#### Tenancy Engagement Agreement
- 1.3. HGS-FR-#### Tenancy Support Agreement
- 1.4. SCS-PP-4004 Compliments, Complaints and Appeals Policy
- 1.5. HGS-PR-4091 Complaints and Appeals Procedure

## **2. RELATED DOCUMENTS AND LEGISLATION**

- 2.1. SCS-PP-4004 Compliments, Compliments and Appeals Policy
- 2.2. SCS-PP-4001 Continuous Improvement Policy
- 2.3. SVDPWA Critical Incident Policy
- 2.4. SCS-PR-4048 Critical Incident Management Policy



- 2.5. HGS-PR-4071 Critical Incident Procedure
- 2.6. HGS-PR-4088 Entry Property Condition Report Procedure
- 2.7. HGS-PP-4070 Department of Communities Notification Policy
- 2.8. HGS-PP-4094 Breaches and Termination Policy
- 2.9. HGS-PR-#### Client Contact Procedure
- 2.10. Form 1AA, Residential Tenancies Agreement 1987, Department of Mines, Industry, Regulation and Safety, Western Australia
- 2.11. Residential Tenancies Act 1987, Department of Mines, Industry, Regulation and Safety, Western Australia
- 2.12. HGS-PR-#### Smoke Alarm and RCD Testing Procedure (to be developed)
- 2.13. HGS-PR-4090 Vacate Property Condition Report Procedure
- 2.14. HGS-PR-4089 Vacate Procedure
- 2.15. HGS-PR-4059 Move out COVID 19 (Non-suspected case)
- 2.16. HGS-PR-4060 Move out COVID 19 (Suspected or confirmed case)
- 2.17. HGS-PR-4058 Sign Up COVID 19
- 2.18. Residential Tenancies (COVID-19 Response) Act 2020, Department of Mines, Industry, Regulation and Safety, Western Australia