

# POLICY

## Maintenance Policy

### Purpose

The purpose of this policy is to show how Housing Trust will:

1. Provide tenants with homes which are safe, comfortable, in good repair and of an acceptable and appropriate standard in line with legal and contractual obligations.
2. Set out the obligations of Housing Trust, tenants, and household members under the Residential Tenancy Agreement regarding repairs and maintenance of properties that are owned or managed by Housing Trust.
3. Set out target response times when repairs and maintenance are reported.
4. Minimise the amount and cost of responsive repairs, manage budgets and maximise the useful life of Housing Trust properties.
5. Maintain tenant satisfaction with the maintenance of their home.

### Scope

This policy applies to Housing Trust, all tenants and household members and covers all properties owned by Housing Trust and those managed on behalf of the Land and Housing Corporation (LAHC) and other entities.

This policy does not apply to properties leased under the Community Housing Leasing Program (CHLP), which has separate arrangements detailed at the end of this document.

### Minimum Standards

NSW Fair Trading stipulates that rented properties must meet seven (7) minimum standards at the start of a tenancy to be fit for habitation. These baseline standards are:

1. The home must be structurally sound.
2. Adequate natural or artificial lighting in each room, except storage rooms or garages.
3. Adequate ventilation.
4. Supplied with electricity or gas and have adequate electricity or gas outlets for lighting, heating, and appliances.
5. Adequate plumbing and drainage.
6. Connected to a water supply service or infrastructure for the supply of hot and cold



water for drinking, washing, and cleaning.

7. Contains bathroom facilities, including toilet and washing facilities that allow user's privacy.

These standards must be maintained throughout the tenancy.

## Policy

Maintenance will be undertaken as detailed in the *Maintenance Categories and Response Times* Section in this policy. Housing Trust determines response times based on the nature and severity of the required maintenance as well as future programs and plans for the property.

Housing Trust believes that maintaining a home to legal and contractual standards requires a partnership between the tenant, Housing Trust, and the contractor. All three (3) have a responsibility which, if met, makes it more likely that the home will be maintained.

## Tenant Responsibility

Tenant responsibilities are clearly outlined under the terms of the Residential Tenancy Agreement as well as Housing Trust's Tenant Handbook. These responsibilities include but are not limited to:

- Reporting a required repair as soon as possible after it becomes known.
- Providing as good a description of the repair issue as is possible.
- Providing reasonable access for a Housing Trust contractor to undertake work.

Information on how to report repairs and maintenance including out-of-hours repairs is provided to Housing Trust tenants:

- in the Tenant Handbook
- on our website
- in Sign-up Kits
- in our newsletter

Tenants are also responsible for the general upkeep and property care of their home and any attached private open space. Tenants must ensure that household members and visitors do not damage the property because of neglect, misuse, wilful or accidental damage.

Tenants are responsible for undertaking minor work in their dwelling such as replacement of light bulbs and smoke alarm batteries in battery operated smoke alarms (but not the smoke alarm unit), lost keys and repairs to any items that the tenant has installed themselves such as shelving or picture hooks.

## Housing Trust's Responsibility

Housing Trust is responsible for:

- Undertaking repairs to ensure properties are safe, clean and fit to live in.
- Maintaining properties in reasonable repair; and
- Maintaining and cleaning common areas in its multi-unit sites.



Housing Trust is not required to fix any damage that tenants, household members, visitors, or anyone else the tenant has allowed onto the premises cause. However, if Housing Trust later seeks compensation from the tenant for that damage, they must try to limit the cost of any repair or replacement. Tenants can contact their local Tenants Advice and Advocacy Service for advice about this. Refer to the *Rechargeable Repairs* section in this policy.



## Maintenance Categories and Response Times

Housing Trust segments its maintenance service into three (3) main programs areas:

1. **Responsive Maintenance** includes: urgent repairs, non-urgent repairs, rapid scheduled maintenance and scheduled maintenance
2. **Planned Maintenance** includes non-urgent, scheduled maintenance or property upgrade works identified through Property Assessment Surveys
3. **Cyclical Maintenance** includes regular routine maintenance to items including smoke-alarms, lifts and thermostatic mixing valves. This work happens on a recurring cycle

Repairs are assigned response times which are determined by the severity of the issue. These are outlined in the table below.

| Maintenance Category       |  | Definition   | Examples  | Target Response Time  |
|----------------------------|--|--|---|---|
| <b>R E S P O N S I V E</b> | <b>Urgent Repairs</b>  | After hours are the hours outside of the normal office hours of 9 am to 5 pm Monday to Friday, as well as weekends and public holidays.<br><br>Emergency/Urgent repairs as defined by the Residential Tenancy Act 2010 (Section 62) are:   | <ul style="list-style-type: none"> <li>• Lift breakdowns or failure</li> <li>• Burst water service</li> <li>• Blocked or broken lavatory system</li> <li>• Serious roof leak</li> <li>• Gas leak</li> <li>• Dangerous electrical fault</li> </ul>   | <p><b>Within 4 hours</b></p> <p>A contractor will attend the property to eliminate any risk to either the household or property and report on any further repairs required. Any additional repairs will be classified as non-urgent.</p> <p>Less urgent matters will be handled within office hours of 9 am to 5 pm</p> <p>If the matter is not considered urgent than a tenant may be asked to call Housing Trust Maintenance Line, the following working day.</p> |
|                            | <b>Out of Hours Repairs</b><br><b>24 hour Maintenance Delivery</b><br><i>24 hours, 7 days all year round</i> | <ul style="list-style-type: none"> <li>• failure or breakdown of the gas, electricity, or water supply</li> <li>• failure or breakdown of any essential service for hot water, cooking, heating, cooling, or laundering</li> <li>• any fault or damage that makes the premises unsafe or insecure</li> <li>• Serious damage from a natural disaster</li> </ul> | <ul style="list-style-type: none"> <li>• Flooding or serious flood damage</li> <li>• Serious storm or fire damage</li> <li>• Failure/breakdown of the gas, electricity, or water supply to premises</li> <li>• Failure/breakdown of essential services on the premises for hot water, cooking, heating, cooling, or laundering</li> </ul> |   |



| Maintenance Category       |   | Definition  | Examples  | Target Response Time                         |
|----------------------------|---|---|---|--|
| <b>R E S P O N S I V E</b> | <b>Non-Urgent Repairs</b>                 | Significant inconvenience caused to the occupants and where, if the issue is not rectified quickly, safety and /or security issues may arise. | <ul style="list-style-type: none"> <li>• Broken window</li> <li>• Significant leaking tap</li> <li>• Blocked sewer if more than one (1) toilet available</li> </ul>       | <b>Between 4 and 24 hours</b>                |
|                            | <b>Rapid Schedule Maintenance</b>         | Repairs which, if left unattended may lead to more cost and/or damage or which causes inconvenience to the tenant.                            | <ul style="list-style-type: none"> <li>• Dripping tap</li> <li>• Toilet not flushing</li> <li>• Grab rails loose or falling off</li> <li>• Pests such as wasps</li> </ul> | <b>Action within 5 working days</b>          |
|                            | <b>Schedule Maintenance</b>               | Repairs that are not critical but cannot wait for planned works to occur.   | <ul style="list-style-type: none"> <li>• Poor yard drainage</li> <li>• Windows or door sticking</li> </ul>  | <b>Action within 28 working days</b>         |
|                            | <b>Warranty / Defect Liability Period</b> | Repairs which are covered by a builders or manufacturer's warranty which are out of Housing Trust's direct control                            | <ul style="list-style-type: none"> <li>• Faulty appliances</li> <li>• Faulty workmanship</li> <li>• Building faults</li> </ul>  | <b>As per warranty / contract agreements</b> |

Housing Trust will always try to respond to the specific needs of our most vulnerable residents such as tenants: -

- living with a significant disability
- are over 65
- receiving support from one of our support partners; or have chronic illness

In such instances Housing Trust will seek to undertake all categories of work as soon as possible.



| Maintenance Category |  | Examples  |
|----------------------|--|---|
| <b>PLANNED</b>       | <p>The quality of all properties deteriorates over time as a result of normal wear and tear and because of ageing. Planned maintenance is work that is predictable and maximises the life-cycle of dwellings and is required to meet legislative and contractual obligations. Housing Trust has put in place a ten (10) year Strategic Asset Maintenance Plan (SAMP) to provide a strategic long-term view of maintenance management including risk management with the aim of ensuring the portfolio life is maximised.</p> <p>Housing Trust believes that a planned approach to maintaining its homes is both more efficient and represents a better service to our tenants</p> <p>As part of Housing Trust's SAMP, over a three (3) year period Housing Trust undertakes Property Assessment Surveys (PAS) on all of the properties it owns and those managed on behalf of the Land and Housing Corporation (LAHC) and other entities so that it can accurately formulate annual and long-term planned maintenance commitments and the staff resources required to administer them.</p> <p>Housing Trust also uses the Australian Taxation Office (ATO) Depreciation Guide to determine the life expectancy of specific components to plan for their failure when they being to reach end of life.</p> <p>This preventative maintenance approach will minimise structural failure and includes risk management for inspections such as pest, roof and gutter, sewer and stormwater inspections.</p> <p>Housing Trust schedules its Planned Maintenance for the following year using the data captured in the PAS and allows for 10% of ad-hoc component failures within the budget. This is consistent with ATO's depreciation guide where most components have an average life expectancy of 10 years.</p> <p>As part of this process contractors will be expected to provide a program of works to ensure all work is completed within an agreed timeframe which allows appropriate liaison with tenants to ensure minimal disruption whilst the planned maintenance is being undertaken.</p> | <ul style="list-style-type: none"> <li>• Painting</li> <li>• Carpet replacement</li> <li>• Bathroom upgrade</li> <li>• Kitchen upgrade</li> <li>• Roof and guttering upgrade</li> <li>• Component Upgrades (ovens, range hoods, Hot Water Systems)</li> </ul> |

| Maintenance Category |   | Examples   |
|----------------------|---|--|
| <b>CYCLICAL</b>      | <p>In Housing Trust properties there are components that must be tested and/or serviced on a regular basis to ensure that they operate as they need to.</p> <p>This testing is usually required either through legislation, to meet Australian Standards or industry codes, to ensure warranty compliance or to extend component life cycles.</p> <p>Housing Trust also includes some preventive maintenance under this category of work to prevent component failure and includes annual inspections on items such as the servicing of gas heaters, solar panels, roof and gutter inspections as well as pest management.</p> <p>Within this category, Housing Trust also includes the general upkeep of lawns and grounds including mowing, weeding, pruning and watering, the cleaning of internal common areas and changing light globes in common areas.</p> | <ul style="list-style-type: none"> <li>• Fire safety systems including smoke alarms</li> <li>• Residual Current Devices</li> <li>• Thermostatic Mixing Valves (TMV)</li> <li>• Lifts and hydraulic services</li> <li>• Lawn and grounds including mowing</li> <li>• Cleaning of common areas</li> <li>• Changing light globes in common areas</li> </ul> |



## Pests & Vermin

Housing Trust will ensure, prior to the commencement of tenancy, that the home is free from pest or vermin.

During the tenancy it is the tenant's responsibility to ensure the home remains pest and vermin free.

Housing Trust will undertake regular pest treatments on common areas.

| <b>Pests and vermin</b>               | <b>Landlord' responsibility</b>  | <b>Tenant's responsibility</b>  |
|---------------------------------------|--|---|
| <b>Ants</b>                           | <ul style="list-style-type: none"><li>• If present at the start of the tenancy</li></ul>   | <ul style="list-style-type: none"><li>• If present during the tenancy</li></ul> |
| <b>Bees and wasps</b>                 | <ul style="list-style-type: none"><li>• If present in a wall cavity or similar</li><li>• if present at the start of the tenancy</li></ul>  | <ul style="list-style-type: none"><li>• If present during the tenancy</li></ul> |
| <b>Birds</b>                          | <ul style="list-style-type: none"><li>• Remove and seal off any entry points</li></ul>   | <ul style="list-style-type: none"><li>• N/A</li></ul>                           |
| <b>Cockroaches, fleas and spiders</b> | <ul style="list-style-type: none"><li>• If present at the start of the tenancy</li></ul>   | <ul style="list-style-type: none"><li>• If present during the tenancy</li></ul> |
| <b>Mice and rats</b>                  | <ul style="list-style-type: none"><li>• If present at the start of the tenancy</li></ul>   | <ul style="list-style-type: none"><li>• If present during the tenancy</li></ul> |
| <b>Possums</b>                        | <ul style="list-style-type: none"><li>• Remove and seal off any entry points</li></ul>   | <ul style="list-style-type: none"><li>• N/A</li></ul>                           |
| <b>Snakes</b>                         | <ul style="list-style-type: none"><li>• If present at the start of the tenancy</li><li>• If caused by the landlord breaching the conditions of the agreement – eg landlord left piles of rubbish in garden</li></ul> | <ul style="list-style-type: none"><li>• If present during the tenancy</li></ul> |
| <b>Termites / White Ants</b>          | <ul style="list-style-type: none"><li>• At the start and throughout the tenancy</li></ul>  | <ul style="list-style-type: none"><li>• N/A</li></ul>                           |

## Gutter Cleaning

Clean gutters are part of the reasonable level of cleanliness and home care which is the responsibility of the tenant. Poor care can lead to other issues such as roof leaks and localised flooding.

It is the responsibility of tenants, who live in single level dwellings, detached homes, or a duplex, where gutters are not higher than three (3) metres from the ground to keep the gutters clean. Where a tenant in such a home is over 55 years of age or has a disability which prevents them from maintaining gutters then Housing Trust may carry out gutter cleaning upon request.



Housing Trust is responsible for gutters over this height and gutters in multi-level complexes and common areas, including where there is no clear separation between units in a single storey block.

## **Security and Locks**

The safety of tenants is a requirement under legislation. In addition, Housing Trust cares about the safety and wellbeing of its tenants and their household members. At the commencement of a tenancy all tenants will be provided with a full set of keys to the premises. Any additional key sets, lost keys or incidents where a tenant is locked out of their residence will be a tenant cost.

**Doors** - properties will have secure lock mechanisms on all external doors, including security screen doors, glass sliding doors and sliding security screen doors.

**Windows** - locks will be provided on all windows with keys. In NSW windows must be fitted with devices that lock the window opening at less than 12.5 cm. This applies to openable windows that are two (2) metres above the ground and within 1.7 metres inside.

**Garage Remote Controls** - supplied at the beginning of the tenancy to the resident who is the tenant of the property at Housing Trust cost. If an additional device is requested, lost, or damaged as a result of tenant fault it will be the tenants' responsibility to replace the device at cost charged by the supplier.

## **Broken Windows and Glass Doors**

Housing Trust will replace broken windows and/or glass doors during a tenancy. If the window and/or glass doors were broken by the tenant or someone the tenant is responsible for, including children and visitors, the tenant will be charged for the cost of repairs.

Housing Trust will also repair windows and glass doors in common areas in multi-dwelling complexes.

In order to protect its tenants when security of a property is compromised or when an emergency situation or risk is present, Housing Trust will also repair windows and glass doors. However, if the damage is found to have been caused by a tenant, household member or visitor of a tenant these costs will be charged to the tenant.

## **TV Antenna Provision**

Housing Trust is responsible for the installation and maintenance of the television antenna system to all properties that have a common antenna. Generally, this relates to multi-unit apartment buildings.

For single properties, a television outlet on the wall together with the cabling to the antenna location is provided to properties owned and managed by Housing Trust. The installation of a free to air television antenna and connection to the relevant cabling system is the responsibility of the tenant. Tenants must seek approval from Housing Trust prior to installing a free to air television antenna.





## **Pay TV Provision**

Pay TV facilities and the related services is an arrangement between individual tenants and the service providers. Housing Trust tenants must request additional approval from Housing Trust to install a television antenna and/or cabling to get Pay TV facilities. This must be lodged in writing to Housing Trust to be reviewed.

## **Internet Connections including NBN**

Internet supply and the related services is an arrangement between individual tenants and the service providers. Housing Trust tenants must request additional approval from Housing Trust to install any fixtures associated with the provision of internet service. This must be lodged in writing to Housing Trust to be reviewed.

## **Hazardous Materials**

### **Asbestos**

Housing Trust aims to protect the health and safety of tenants, household members, visitors, staff, contractors, neighbours and others by minimising the risk of exposure to asbestos.

To assist with maintaining health and safety, a record is kept of all properties which contain asbestos or asbestos-containing materials (ACM). This record, maintained in our tenancy and property database, will be accessed when contractors are required to attend to the property to ensure the health and safety of all. The information contained will be advised to contractors so the appropriate protections can be put into place regarding asbestos management and/or removal.

In order to maintain Housing Trust's Asbestos Register, the following is in place:

- All of Housing Trusts contractors and staff are required to report instances where they consider asbestos might have been damaged or disturbed;
- All tenants are encouraged to report instances where they consider there might have been damaged or disturbed asbestos;
- We encourage support partners and other advocates to inform Housing Trust where they consider there might have been damaged or disturbed asbestos;

**Note:** An Asbestos Register is not required if a building/property has been constructed after 31 December 2003 and if no asbestos has been identified or will be at the workplace from time to time.

### **Naturally Occurring Asbestos (NOA)**

NOA is defined in the WHS Regulations as the natural geological occurrence of asbestos minerals found in association with geological deposits including rock, sediment or soil. NOA may be encountered in road building, site and construction work, and other excavation activities. Asbestos may occur in veins within rock formations.

If NOA is identified or is likely to be present, Housing Trust will prepare an Asbestos Management Plan to ensure the information is up-to-date.



## **Our Response to Asbestos**

Where damaged or disturbed asbestos is found (including ACM and NOA) in an occupied property Housing Trust will:

- Respond in accordance with our published response times;
- Support the tenant to prepare for the work such that health impacts are eliminated;
- Engage a licensed asbestos consultant to advise on risk mitigation and control strategies;
- Where appropriate appoint a licensed asbestos removalist. Our licensed contractor must put in place an Asbestos Management Plan which complies with appropriate legislation and standards;
- Record the event in the Asbestos Register that is maintained on Housing Trust software against the property that has been impacted which will include the following:
  - the date asbestos or ACM has been identified (or assumed)
  - the locations, type & condition of asbestos or ACM
  - results of any analysis that confirms a material is or is not asbestos or ACM
  - details of inaccessible areas
  - details of any past asbestos removal work
  - where possible, photographs or drawings to visually show the location of asbestos or ACM
- Where the dwelling is not owned by Housing Trust, advise the owner so that they can be engaged in determining the most appropriate solution;
- Where the property is owned by the NSW Land and Housing Corporation, Housing Trust will comply with the procedure as set out in the LAHC Asset Management Framework.
- Where the property is unoccupied it will not be re-tenanted until all damaged and/or disturbed asbestos has been removed.
- A tenant wishing to do alterations to a property where asbestos is present will only be allowed to do so if they can demonstrate that they;
- will engage a suitably qualified contractor to complete the work; and,
- That the contractor will comply with the Asbestos Management Plan provided by Housing Trust.

## **Lead Paint**

As with asbestos, lead paint is only dangerous if it is damaged or flaked. Housing Trust will adopt the following approach in the way it manages the existence of lead paint in the properties it manages and owns

- Housing Trust will assume that all properties built prior to 1970 has lead paint until we know otherwise;



- Under the Property Assessment Survey Program, the condition of the paintwork for each property is determined once every three (3) years;
- Where Housing Trust has not previously verified the existence of lead paint in a vacant property, a similar inspection and remediation will be undertaken before the property is relet;
- All activities required for remediation will comply with Australian Standards (AS4361.2)
- Where properties, managed by Housing Trust on behalf of other owners are found to contain lead paint the owner or their representative will be informed immediately so that an agreed approach to remediation can be determined.
- For properties identified with lead paint where work is to be undertaken Housing Trust will provide relevant educational information to affected households.

### **Lead Dust**

Lead dust accumulates over many years and from many sources. It may appear in wall and ceiling cavities and sub-floor areas. If left undisturbed and it has no capacity to get into living areas, then it is not considered hazardous. However, this dust can be moved when a property is maintained or renovated and under these circumstances there is a risk to those who inhale the dust.

Where Housing Trust proposes to undertake work in roof, wall or ceiling cavities or in sub-floor areas which is likely to disturb the dust then a licensed lead assessor will be engaged to determine the presence of lead dust. If identified, the lead must be removed by a licensed contractor. Any event relating to lead dust will be recorded in the property data base.

For properties identified with lead dust where work is to be undertaken Housing Trust will provide relevant educational information to affected households.

### **Modification Requests - Medical**

All modification requests must be in writing and supported by an Occupational Therapist to ensure that specific additions or modifications to a property, in which height or installation requirements are unique to the individual request, meets the tenant's requirements.

Modification requests when received in writing will be formally acknowledged by Housing Trust in writing, within three (3) working days of receipt.

### **Our Commitment**

To meet all requirements, that it is physically possible to alter the building and it is economically feasible to do so, Housing Trust will undertake and fund the necessary work.

It should also be noted that where a tenant is living in a property rented from the private market, permission from the landlord is required. In such circumstances Housing Trust will manage these discussions as the lessee.



## Timeframe

The request for modifications will be assessed by a delegated Housing Trust employee and the decision notified to the tenant in writing within twenty-eight (28) working days of Housing Trust receiving all supporting evidence.

## When Modification is not possible

Where modification is not feasible, Housing Trust will work with the tenant and any nominated healthcare professional or support person to consider suitable alternative solutions. This may include the tenant transferring to an alternative Housing Trust property or to another social housing provider under *Housing Trust's Transfer Policy*.

## Ownership of the Modifications

Any modifications undertaken and funded by Housing Trust will remain the property of Housing Trust at the termination of the tenancy. Where the household member requiring the modifications moves out of the property Housing Trust will discuss options to rehouse the remaining occupants so that another household with a member living with a disability, injury, illness or other particular needs can take advantage of the modifications.

## Alterations & Additions

Tenants can apply to make alterations to their property, all requests must be in writing and will be considered on the following;

- tenant's acceptance of responsibility and conditions
- the extent of work required
- Submit a detailed written request of the alteration and copies of any plans or drawings.
- Pay all costs associated with installing, maintaining and removing the alteration.
- Maintain the alteration throughout the tenancy
- Remove the alteration at the end of the lease and make good any damage caused by the removal, unless provided with a written authority. Failure to remove the alteration will result in charges

Completed alterations must:

- match the current property design (both internal and external)
- not impact on any entry or exit
- not impact on adjoining neighbours
- not impact the structural integrity or asset standard of the property
- be consistent with the nature of the property
- not change the current property configuration.



Applications for alterations will be declined if the proposed alteration:

- cannot be maintained or removed easily
- involves major internal or any external painting
- is not consistent with the nature of the property
- is prohibited under any law or fails to comply with any council regulations

## **Smoke Alarms**

### **Properties other than those leased from the private rental market**

All properties where Housing Trust retains full management control will be fitted with hard wired smoke detection systems. Smoke alarms are intended to detect smoke before it reaches the sleeping occupants of a building.

Smoke alarms will be installed in accordance with the Environmental Planning and Assessment Regulation 2000. The operation of all smoke alarms installed in Housing Trust properties will be tested as part of the annual Smoke Alarm Program and will comply with Australian Standard AS3786.

All defective alarms should be reported to Housing Trust immediately for actioning and rectification. If tenants disconnect, tamper or interfere with any smoke alarm without written approval from Housing Trust, they will be charged the cost of repair/replacement. Such action is a breach of their agreement with Housing Trust (Section 39 of the Residential Tenancy Agreement) and action against the tenant may be taken at the NSW Civil and Administrative Tribunal (NCAT).

### **Properties Leased from the Private Rental Market and Properties for which, Housing Trust is responsible for Maintenance Only**

The building (Interim) Regulations 2005 Act requires smoke alarms to be installed in all residential buildings. It is the owner/landlords' responsibility to install smoke alarms in rented premises.

Where smoke alarms are installed in properties for which Housing Trust does not have full management responsibility, for example, properties leased from the private market, Housing Trust will contact the property owner/agent and require the installation of alarm(s) that meets the Regulation and the standards.

The installation of such a system is a pre-requisite for the acquisition of all Housing Trust properties leased from the private market. Housing Trust will not acquire a property where the absence of a smoke alarm contravenes the relevant provisions of the Environmental Planning and Assessment Regulations and relevant Australian Standard.

If such a property does not have an approved smoke detector installed and the owner/agent refuses to install a smoke alarm, Housing Trust will relocate our tenant and return the property to the agent/landlord.



## Rechargeable Repairs

Tenant damage is the responsibility of the tenant.

It is important to Housing Trust that the housing it provides is safe, secure and in good repair. Housing Trust is responsible for maintaining the structure and exterior of the property and for completing any repairs to a satisfactory standard.

Tenants are responsible for the cost of repairing any damages to a property or a common area caused by a tenant, household member, visitors or anyone else the tenant has allowed onto the premises. This includes *both accidental and on-purpose damage*. In an emergency or other unforeseen circumstances Housing Trust will carry out the work and then charge the tenant for the repairs.

If the damage or disrepair does not fall into the category of 'responsive repair' or does not affect the structure of the property, then the tenant has the option to carry out this work themselves if they are suitably qualified or hire a skilled professional to complete the works. The completed work will be inspected and must reach Housing Trust reasonable standards. Tenants must pay all costs.

If Housing Trust carry out repairs to the property tenants are responsible for that is not due to fair wear and tear, Housing Trust will charge tenants for the cost of the repair. This includes repairs that are caused by abuse, misuse, damage or neglect whether accidental or on purpose.

Housing Trust will inform the tenant as soon as possible of the cost of any rechargeable repairs and will still carry out other repairs and maintenance that are Housing Trust's responsibility free of charge.

When tenants end their tenancy the following is expected:

1. that the property is returned in a good condition including lawns, gardens, fittings, fixtures that is in line with the Property Condition report included at sign up when allocated the property;
2. return all keys including remotes and other electronic devices;
3. remove all rubbish; and,
4. reinstating gas and/or electrical supplies disconnected as a result of unpaid bills.

Tenants are responsible to pay for any work that Housing Trust must undertake after you have vacated the property.

## Criminal Damage

For repairs that are the result of criminal damage, Housing Trust will not charge the tenant for the repairs when provided with a police crime number that Housing Trust will validate with NSW Police.

## Domestic Violence

A tenant who is a victim of a domestic violence offence will not be liable for property damage caused by the perpetrator as part of a domestic violence incident. Other co-tenants at the property who are not the perpetrator of that violence will also not be liable for that damage.

Only the perpetrator of domestic violence will be liable for any property damage caused by their violence.



## **Rectification Orders**

The NSW Civil and Administrative Tribunal (NCAT) has the power to resolve disputes between tenants and landlords over repairs and maintenance and property damage caused by tenants. Where a matter cannot be resolved between Housing Trust and a tenant, Housing Trust will make an application to have the matter heard by NCAT.

## **Maintenance that Housing Trust does not do**

Whilst Housing Trust makes every effort to assist with repairs and maintenance on Housing Trust properties below is a list of common requests that our services do not cover:

- Landscaping and gardening of private lawns and gardens
- Intruder alarm systems
- Installation of swimming pools
- Building patios or pergolas
- Telephone and National Broadband Network supply and connections
- Installation of cable, satellite or other pay TV services
- Supply and installation of grills, grids or shutters to windows
- Some types of pest control

## **Managing Vacant Properties**

For a range of reasons sometimes Housing Trust properties become vacant. In some instances, there is maintenance work that needs to be undertaken once the property has been vacated.

At this time Housing Trust will take the opportunity to bring forward more substantial planned work whilst the property is empty thus eliminating impacts on tenants. It is essential that these properties are brought to standard as soon as possible so that a new household can move into the vacant property.

To this end Housing Trust has a target of completing all vacant untenable properties within an average of twenty (20) days.

Where possible work which does not impact on incoming tenants may be done after they have moved into the property. Housing Trust's vacant maintenance is defined within the following documents:

- Form 201006 EOT Scope Checklist and
- Form 201007 EOT Property Handback Checklist

## **Maintaining Properties Leased by Housing Trust from the Private Sector**

Wherever possible Housing Trust will seek to ensure that properties it rents from the private market are maintained to the same standard and within the same timeframes as those it has direct maintenance responsibility for. To this end, Housing Trust will only enter a lease with a private owner where it is reasonably assured that the owner will meet its obligations under the Residential Tenancies Agreement 2010.





Where the owner fails to meet its obligations, Housing Trust will exercise its rights by completing the work and seeking reimbursement from the owner in accordance with the Residential Tenancies Act 2010 or seek remedy through the NSW Civil and Administrative Tribunal or NSW Fair Trading.

## **Right of Appeal**

If a tenant believes Housing Trust has made a wrong decision in relation to the management of maintenance or a modification, alterations request then a formal review of the decision should be requested.

## **Maintenance or Alteration to Property**

If the appellant is not satisfied with the outcome of the internal appeal relating to maintenance/damage charges or alterations to the home the appellant may pursue the matter through the [NSW Civil and Administrative Tribunal](#)

## **Modification for Medical**

If the appellant is not satisfied with the outcome of request for modification, the tenant is required to complete a Housing Trust Appeals Form stating why they disagree with the decision. Housing Trust's Appeals Policy and Form is available by contacting Housing Trust office or alternatively, may be downloaded from our website: [www.housingtrust.org.au](http://www.housingtrust.org.au). Alternatively, you can lodge a request for review to the [NSW Housing Appeals Committee](#), depending on the nature of the matter.

## **Reference or Related Documents**

### Internal

1. Strategic Asset Maintenance Plan (SAMP)
2. Tenant Damages Policy
3. Customer Service Standards

### External

1. Residential Tenancy Act 2010
2. Residential Tenancy Agreement
3. [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)-New residential tenancy laws 18.10.18
4. NSW Community Housing Asset Management Policy
5. NSW Land and Housing Corporation Standard 9.2.i.
6. Australian Taxation Office Depreciation Guide <https://www.ato.gov.au/forms-and-instructions/rental-properties-2023/residential-rental-property-assets/residential-rental-property-items#Table3Assetsgeneral>





## Policy Version Control

| Version | Details of Improvements  | Release Date | Approval/Release Details   |
|---------|--|--------------|--|
| V 1.0   | Original Policy  | 23.11.2016   | Approved for release by GM                                       |
| V 2.0   | Reviewed and updated Policy to provide clearer clarification regarding maintenance. Property Services individual maintenance policies have been consolidated into this single Policy. The superseded policies have been retired.<br>Updated Policy reviewed by the Tenant Advisory Group (TAG) on 11.05.2020 and endorsed by the Executive Leadership Team on 13.07.2020 | 16.07.2020   | Approved for release by Amanda Winks<br>Chief Operations Officer |
| V 3.0   | Policy updated following feedback from HT staff that some of the wording in the <i>Modification Request – Medical</i> section of the Policy was unclear.   | 05.08.2020   | Approved for release by Amanda Winks<br>Chief Operations Officer |
| V 4.0   | Policy reviewed and updated to clarify life cycle costs.   | 20.03.2024   | Approved for release by Amanda Winks<br>Chief Operations Officer |