



Government of **Western Australia**
Housing Authority

Housing Authority Maintenance Policy Manual

June 2019

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PART A: OVERVIEW

What's in the Maintenance Policy Manual?

This Maintenance Policy Manual contains the policy statements and rules relating to the maintenance of Housing Authority public housing properties.

What is maintenance policy about?

The policies and rules in this manual are about the Housing Authority's responsibilities for the maintenance and repair of its public housing properties. It also includes tenant responsibilities in relation to maintenance, upkeep and repair costs for damage caused by tenants or other people on the property. The policy also includes what types of property items or features a property may have.

Legislative background

The Housing Authority is bound by most of the provisions of the *Residential Tenancies Act 1987 (RTA)*. In relation to maintenance, the RTA sets out the lessor's obligations to maintain properties to a certain level of repair and cleanliness and the conditions in which a lessor may enter a property to carry out repairs. The RTA also sets out the tenant's obligations regarding cleanliness, damage and repairs.

The policy is also underpinned by compliance with various related Acts including the *Dividing Fences Act 1961, Occupational Safety and Health Act 1984* and local shire regulations.

Record keeping

The Housing Authority manages its records in accordance with the *State Records Act 2000* and the principles and standards of the State Records Commission.

The maintenance of Housing Authority properties represents a significant business transaction and therefore all related records must be captured within the Hewlett Packard Enterprise (HPE). The accurate capture of records provides a history of events and assists the Housing Authority to meet its obligations.

All documents relevant to Housing Authority assets must be saved to the corresponding Residential Housing Maintenance File (also known as the Property File). All documents relevant to the tenant or tenancy must be saved to the corresponding Client Management File. In some circumstances copies will need to be stored on both files and wherever possible an electronic version should be stored and appropriately contained within HPE Content Manager.

Below are examples of some common maintenance related documents and where they should be recorded. This list is not intended to be an exhaustive.

| | | |
|---|----------------|----------------------------|
| Original Work Order | to be filed on | the Property File |
| Copy of Work Order (if a Tenant Liability event) | to be filed on | The Client Management File |
| Electrical Safety Certificate | to be filed on | the Property File |
| Pest Treatment Certificates | to be filed on | the Property File |
| Building or structural reports | to be filed on | the Property File |

Aim of maintenance policy

The policy's aim is to ensure:

- The Housing Authority protects government owned assets in a responsible manner.
- The Housing Authority acts as a socially responsible lessor.
- Tenants live in properties that are safe, habitable and functional according to their needs.

Design and layout

The manual is divided into 3 parts: A, B and C.

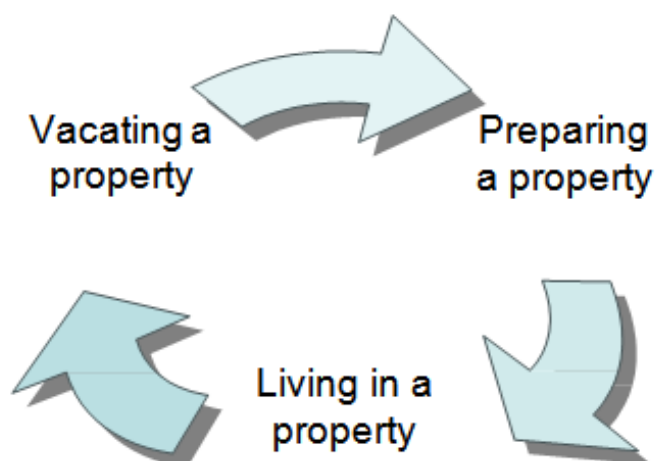
Part A: Overview

Part A contains the introduction and overview of the manual and how to use it.

Part B: Policy Statements and Rules

Part B has the policy statements and rules which set out the rights and responsibilities of tenants and the Housing Authority regarding maintenance and repairs.

Part B is then divided into six subparts. These subparts are sequenced within the three stages of the tenancy lifecycle, that is, preparing for a tenancy or moving in, occupation and moving out (as depicted below).



The subparts are titled as follows:

Subpart 1 Preparing a property for a tenancy

This subpart sets out in broad terms what features the property may have and what needs to be done in relation to maintenance when preparing for a tenant to move in.

Subpart 2 Tenant and Housing Authority responsibilities and entitlements during a tenancy

This subpart is about what maintenance responsibilities the tenant and Housing Authority each have during a tenancy, including who pays for what damage expenses. It also covers the sort of property features or improvements a tenant may be entitled to.

Subpart 3 When things break down

This subpart is about what each party's responsibilities are when an item or feature of a property breaks down, needs repair, maintenance or replacement. It sets out who identifies these events, how they are categorised (e.g. emergency, urgent) who responds, and when.

Subpart 4 Tenant liability

This subpart is about the types of repair and maintenance costs a tenant may be charged with.

Subpart 5 When a tenant moves out

This subpart is about the Housing Authority's responsibilities in assessing maintenance and repairs when a tenant moves out and the responsibilities a tenant has when they vacate. The type of damage a tenant will pay for during occupation is found in Policy Subpart 4 *Tenant Liability* as these responsibilities are relevant throughout occupation however the additional responsibilities on vacation are in Subpart 5.

Subpart 6 Legal matters

Subpart 6 covers the legal issues related to maintenance administration including fencing, conflicts of interest and recovery of damage costs (insurance claims).

Part C: Further Information

Part C includes other related links and resources, glossary and document control. Document control identifies the history of changes that have been made to the policy statements and rules.

How to use this manual

Due to the extensive number of hyperlinks within the manual, optimal meaning and efficiency will only be gained by reading the policy online. This is particularly important so the user can easily jump to the policy statements' corresponding rules and related topics (see below).

Printed versions of the parts of the policy may be requested.


Policy statements and rules

Part B contains the Housing Authority's maintenance policy statements and rules.

Policy statements are broad and concise statements of intent of what the Housing Authority aims to achieve in a general context regarding the policy's subject area. It sets out what course of action will be adopted but not how the action will be performed. Policy statements will also include statutory obligations.

Rules are a statement of **what** should be done or not done to give efficacy to the policy statements. They determine how the policy will be achieved and set the principles for which the procedures must conform to. Rules may include further detail to explain the policy statement, examples of how the policy statements apply to specific items and explanations of terms or phrases used in the policy.

Procedures (not included in this manual) guide staff **how to** implement the policy and rules. They are the steps and actions that need to be taken to meet the rules. They state who will do what, when and how. Procedures form a separate document from the policy as they are intended for staff as a tool to help them perform their functions in accordance with policy.

Readers of this policy should start by reading the policy statement first to gain a broad understanding of what the Housing Authority aims to achieve in a particular subject area. Many policy statements will also have a rule attached to it which will be linked by the symbol .

The rule will provide further detail, clarity or an example of applying the policy to a particular item or subject matter. Not all policy statements will have a corresponding rule however all rules attach to a policy statement.

Examples

These examples show how policy statements and rules work together.

(Note: These examples should not be read as representing the complete policy and rule on the subject matter).

Example 1: This example shows how a business rule provides detail to a policy statement.

Policy statement

Housing Authority responsibilities:

The Housing Authority's maintenance related responsibilities under the contractual obligations of the tenancy are to:

Provide possession of a property which is clean and in good repair.

(This is a broad statement about the state of repair a property should be in).

Rule

Tenant and Housing Authority responsibilities and entitlements regarding: Planned maintenance

The Housing Authority will conduct planned maintenance which is the process of identifying maintenance requirements in key high cost categories through ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance.

(This is one of a number of rules which apply to the broad policy statement. It gives further detail about what the Housing Authority does to ensure a property is in good repair).

Procedure

The procedure would then state who in the Housing Authority does the planned maintenance and when and how it is arranged.

Example 2: This example shows how a rule can provide an example of applying the policy to a particular scenario.

Policy statement

Maintenance categories: Emergency maintenance

Emergency maintenance is carried out within 8 hours and is required when the utmost urgency is needed to protect:

- The tenant's health, safety or security
- or the property from further damage

(This policy statement makes a general statement about what emergency maintenance is).

Rule

What happens if a property: Has an electrical fault?

The Housing Authority will respond to the following electrical faults on an **emergency basis**:

- No power (completely)
- Electric shocks, sparks, etc.
- Stove completely out of action
- No light (completely)

(This rule provides an example of an item which is considered to be an emergency).

Procedure

The procedure would then outline what process will be undertaken by Housing Authority staff to attend to the electrical fault i.e. who they would call and how they would arrange the repairs.

How to search for policy statements and rules

To search for the policy statements and rules from Part B (Subpart 1-5), the first step is to consider what stage of the tenancy cycle your query relates to - the start, during occupation or at the end of the tenancy. The answer will determine which subpart to start searching from.

The start of the tenancy: If the query relates to what needs to be done before, or when a tenant is moving in, see Part B Subpart 1 - *Preparing a property for a tenancy*.

During the tenancy: If the query relates to tenant or Housing Authority responsibilities and entitlements during occupation then see Part B Subpart 2 - *Tenant and Housing Authority's responsibilities and entitlements*. Examples include:

- 'What type of fixtures or improvements may be added to the property?
- 'Who is responsible for looking after which components of the property?'

During the tenancy: If something needs repair or maintenance see Part B Subpart 3 - *When things break down*

During the tenancy: If the query is about what maintenance costs the tenant has to pay then see Part B Subpart 4 - *Tenant Liability*

At the end of the tenancy: If the query is in relation to when the tenant is moving out see Part B Subpart 5 - *When a tenant moves out*.

If the query is about the Housing Authority's legal entitlements and responsibilities regarding recovery of damage costs (insurance), fencing and conflicts of interest;

then go to Subpart 6. (These matters can relate to any time during the property's lifecycle).

If you are not sure when in the tenancy cycle the query relates to then select the subpart you think is most likely to have it and there will be a link that will take you to the right subpart. Alternatively you can use the 'search' tab function.

Once you have identified the relevant sub part then use the contents to search for the section (topic) you want. The contents lists the policy statements together first followed by the rules. You can click on any content headings to go into the body of the manual.

It is important to read policy statements first and then read the corresponding rules. Related rules are hyperlinked from the policy statements. Each rule also has the relevant policy statement hyperlinked to it.

Using the hyperlinks

The policy manual contains an extensive number of hyperlinks to:

- related sections within the policy
- other policy manuals
- legislation
- the glossary.

Underlined text indicates a hyperlink is inserted. Point your cursor over the line and press 'ctrl then click' to activate the link.

Jargon and terms with a specific meaning in the context of the policy or words that may be unfamiliar to the general public or new staff are hyperlinked to the glossary.

The hyperlinks ensure that no matter where you start reading from you will find the information you are seeking. 'Related topic' links are particularly useful for this as they prompt and direct you to information that is not in the particular section you are reading but may be relevant to your query.

Numbering system

Policy statements and rules in Part B are numbered using up to 3 digits and where necessary subparts and sections of these are labelled: a, b, c and i, ii, iii, etc.

Example:

Policy Statement: **3. 2. 4 (a) (ii)**

3- denotes that the policy statement is in subpart 3 (of Part B of the manual)

2- is the number of the policy statement

4- is part 4 of policy statement '2'

(a) – is a subpart of '2.4'

(ii) – is a section of '2.4. (a)'

Rules have the letter 'R' before the number e.g. R 2.1.3.

Symbols

The symbols used throughout the manual indicate a hyperlink with further relevant information. The hyperlink will either be to somewhere else within the Maintenance Policy Manual or to another document or website. The symbols are as follows:



Legislation - This symbol indicates that the policy statement or rule is legislatively based and will be linked to the relevant legislation.



Policy Statement - This symbol indicates a link to the policy statement which corresponds to the rule.



Rule - This symbol links a policy statement to its corresponding rule or set of rules. Only policy statements will feature this symbol.



Other policy manual or source - This symbol links to another Housing Authority policy document/manual which will provide further related information on the topic.



Related topic - This symbol links to other topics within the Maintenance Policy Manual that may be of interest or relevant to the reader's inquiry.



Further detail - This symbol indicates that greater detail on the subject matter, or a subject mentioned in the section is found elsewhere in the policy.



Form or document - This symbol links to forms that relate to the subject matter.



Fact sheet - This symbol links to facts sheets that are relevant to the subject matter.



Website - This symbol is a link to a related website with further information.

PART B: POLICY STATEMENTS AND RULES

SUBPART 1 - Preparing a property for a tenancy

POLICY STATEMENTS

1.1 Condition a property should be in when a tenant moves in

When an ingoing tenant occupies a property:

1. It should be clean;
2. The appliances and fixtures should be in working order (unless specified as not functioning in the Tenancy Agreement);
3. It should be safe and habitable.



Rule R 1.1: Preparing the property for letting



See Residential Tenancies Act 1987s42

1.2 Assessing the condition of a property (Property Condition Reports)

A Property Condition Report (PCR) is a report used to describe the condition of a property. Before a tenancy begins, a PCR is prepared by a Housing Authority Property Services Officer. This is called an Ingoing PCR.



Policy Statement 5.2: Housing Authority responsibilities and tenant entitlements when a tenant vacates.

1.2.1 Ingoing Property Condition Report to be given to tenant

Two copies of the Ingoing PCR are given to the occupying tenant at “sign-up” in order for the tenant to record whether they agree or disagree with the recorded condition of the property.



See Residential Tenancies Act 1987s27c

1.3 Which properties will have

1.3.1 Cooling

1.3.1 (a) North West, Kalgoorlie or remote areas

The Housing Authority will install ceiling fans to properties in the North West or Kalgoorlie and remote areas. The Housing Authority provides higher ceilings heights where ceiling fans are installed.

1.3.1 (b) New Constructions in the North West

Ceiling fans, air conditioning apertures and ceiling/wall insulation are provided in all new construction in the North West (implemented since 1990).

Design features are considered in all new constructions in the North West and Kalgoorlie due to the climate fluctuations in those areas.



Rule R 1.1.1: *Preparing the property for letting - Air conditioners*



Policy Statement 2.4.1: *Tenant entitlements - Cooling*



Policy Statement 3.5: *What is a non-standard item?*

1.3.2 Fencing



The Housing Authority will be responsible for fencing its properties and will comply with the *Dividing Fences Act 1961*.

As an agent for the Crown, the Housing Authority may seek exemption from the *Dividing Fences Act 1961*. However, generally, the Housing Authority does not seek to exercise this right of exemption.

The Housing Authority exercises a right of exemption where the Housing Authority's holding is vacant land.



Rule R 1.1.5: *Preparing the property for letting - Fencing*



Policy Statement 6.2: *Fencing (Dividing)* and R 6.2 *Fencing* for further detail on fencing regulations and arrangements with adjoining owners.

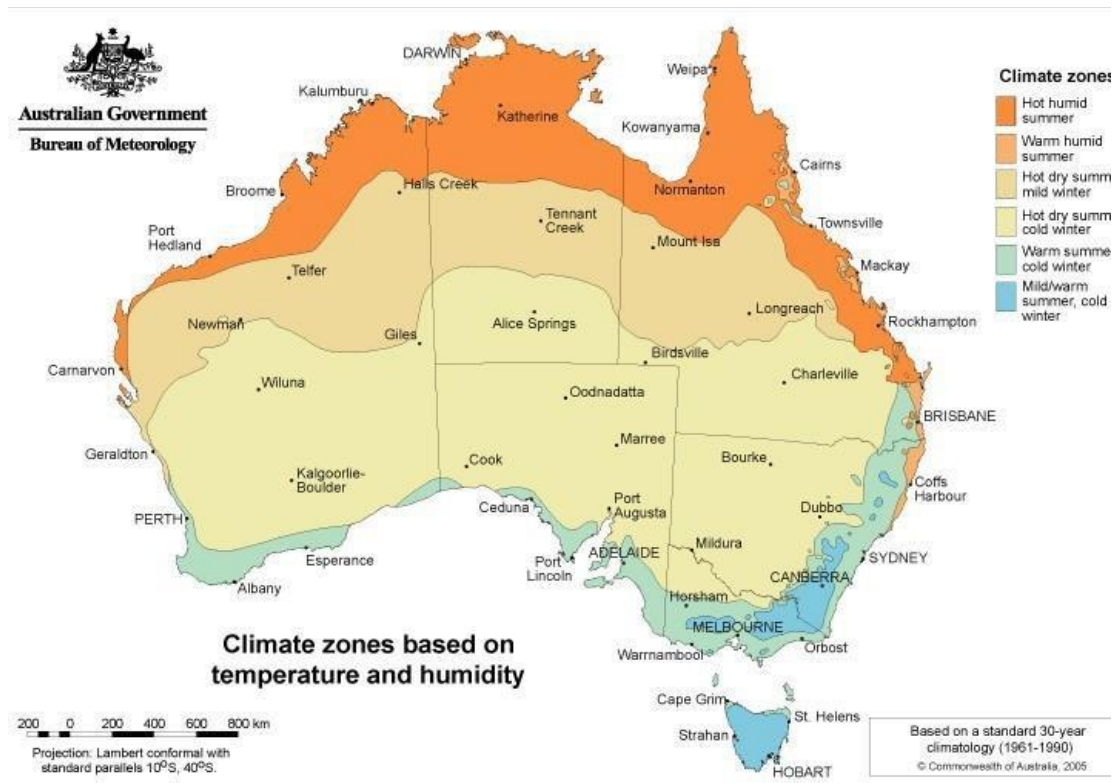


Rule R 3.1.5: *What happens if a property - needs fencing repaired or installed?*

1.3.3 Heating

1.3.3 (a) Seniors and people with disabilities

The Housing Authority will provide a heating appliance to designated seniors' and disability accommodation within cold winter climate zones as determined by the Bureau of Meteorology (see map).



1.3.3 (b) All other accommodation

Heaters will not be automatically supplied to family and singles designated accommodation and therefore tenants will need to apply for a room heater and be assessed for eligibility.



Policy Statement 2.4.4: Tenant entitlements - Heaters



Rule R 3.1.8: What happens if a property - has a broken heater?

1.3.4 Insulation

The Housing Authority will install ceiling insulation at any property where the household head (tenant) or partner are aged 80 years or older.

Any tenant aged under 80 years of age can apply for insulation to be installed at the property under special conditions.



Rental Policy Manual – Climate Control Policy

1.3.5 Letterboxes

The Housing Authority will provide and maintain letterboxes to tenancies where there is a postal service.

1.3.6 Residual Current Devices (RCDs)

(Also known as Electrical Safety Device)

Housing Authority properties are to comply with *Electricity Regulations 1947* and *Wiring Rules AS/NZS 3000:2007* regarding RCDs.

Housing Authority properties are to be fitted with a minimum of two RCDs.

Common property of a complex (such as common lighting) require a minimum of one RCD to protect the sub circuits.

The Housing Authority requires a push button test of RCDs to be performed during Annual Inspections, Ingoing and Outgoing Inspections and the Post Occupation Visit.

The Office of Energy Safety recommends the Push Button Test be performed by the occupant of the property on a three monthly basis. Tenants must advise the Housing Authority immediately if an RCD is not functioning.

The Housing Authority will respond where the RCD is not functioning.



Electricity Regulations 1947

1.3.7 Security

Security provided will be compliant with the minimum security provisions as set out in 12b of the Residential Tenancies Amendment Regulations 2013.



Policy statement 2.4.5: *Tenant entitlements: Improvements/fixtures (including security)* and Rule R 2.1.8: *Tenant and Housing Authority responsibilities and entitlements: Improvements/fixtures (including security)*

1.3.7 (a) Seniors

All designated seniors' accommodation includes barrier screens fitted to front and rear doors and all adjustable accessible windows.



Rule R 1.1.13: *Preparing a property for letting - Security*

1.3.7 (b) New Construction

New construction dwellings will be fitted with security measures at the time of construction.



Rule R 1.1.13: Preparing a property for letter – Security

1.3.7 (c) Upgrades

Any upgrade program will include items of security.



Rule R 1.1.13: Preparing a property for letter – Security

1.3.7 (c) (i) Suburbs with ongoing security problems

Any suburb identified as having ongoing security risks by the Police will have upgrade security items installed.



Rule R 1.1.13: Preparing a property for letting - Security

1.3.8 Smoke Alarms

1.3.8 (a) Smoke Alarm requirements

Housing Authority properties are to comply with the Building Regulations 2012 and relevant *Building Code of Australia* regarding smoke alarms.

Housing Authority properties are to be fitted with at least one hard wired smoke alarm that is less than 10 years old from the date of manufacture.

In exceptional circumstances a battery operated smoke alarm may be authorised by regional management. The battery operated smoke alarm must have 10 year life battery that cannot be removed and comply with the other relevant smoke alarm provisions.

Local government approval may be required.



See - Use of Battery Powered Smoke Alarms in Dwellings Subject to Sale, Transfer of Ownership, Lease or Hire.

1.3.8 (a) (i) Type of smoke alarms installed

Smoke alarms are to:

- be of the type photoelectric; and
- have a non-removable battery that will continue to power the alarm for a period of time without mains power.



See Building Regulations 2012 and applicable Building Code of Australia



Fact Sheet – RCD and Smoke Alarm FactSheet



Department of Fire and Emergency Services WA website.



Rule R 2.1.14: *Tenant and Housing Authority responsibilities and entitlements - Smoke alarms (tenant)*



Rule R 4.1.3 (g): *Tenant liability - fires when smoke alarm is damaged*

1.4 Properties that won't be let (Non-Lettable)

The Housing Authority will have some properties which are not let due to a number of reasons. The Housing Authority will closely monitor vacant properties to ensure that none remain vacant without good reason. This will be monitored by Regional Management.

RULES

R 1. 1 Preparing the property for letting

R 1.1.1 Air conditioners



Policy Statement 1.3.1: Which properties will have - cooling?



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Air conditioner/s will be retained unless it is deemed uneconomical to do so.



Policy Statement 2.4.1: Tenant entitlements – cooling

Policy Statement 3.5: What is a 'non-standard item'?

R 1.1.2 Bores



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Bores will be retained unless it is deemed uneconomical to do so (discretion may be applied where a tenant is totally reliant on a bore for water).

R 1.1.3 External buildings and attachments



Policy Statement 1.1: Condition a property should be in when a tenant moves in

External buildings and attachments (e.g. pergolas, sheds) must be structurally safe and functional and should be retained unless it is deemed uneconomical to do so. They must also be noted on the Ingoing and Outgoing PCR. External buildings or attachments, which are in an unsafe condition, will be removed prior to a new tenant occupying the premises.



Policy Statement 2.4.5: Tenant entitlements: Improvements (including security) and Rule R 2.1.8: Tenant and Housing Authority responsibilities and entitlements: Improvements (including security)



Policy Statement 5.2.3 (a): Housing Authority and tenant responsibilities when a tenant vacates - Tenant improvements - remove unsafe tenant improvements

R 1.1.4 External Claddings



Policy Statement 1.1: Condition a property should be in when a tenant moves in

External claddings are to be in a presentable and safe standard.

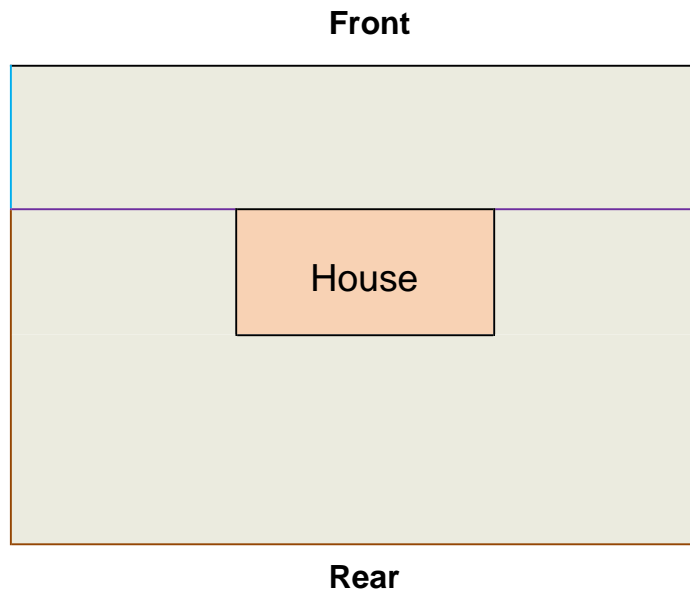
R 1.1.5 Fencing



Policy Statement 1.3.2: Which properties will have - fencing?



Policy Statement 1.1: Condition a property should be in when a tenant moves in



_____ Return fence

_____ Wing fence

_____ Boundary fence

- A boundary fence is required by law (see Dividing Fences Act 1961)
Wing and return fencing are optional.

Fencing should be maintained in a safe condition and perform its basic function.

The Housing Authority will ensure the dividing fence is a 'sufficient fence'.



Rule R 3.1.5: What happens if a property - needs fencing repaired or installed?



Policy Statement 6.2: Dividing Fences in regard to regulations and arrangements with adjoining owners



Rule R 4.1.3 (f): Tenant liability -Fencing

R 1.1.6 Fittings and appliances



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Fittings and appliances should be clean, safe and in good working order.

All free standing gas and electric stoves must have an anti-tilt bracket installed.

All free standing gas stoves must have a wall mounted restraining chain fitted.



Policy statement 3.5: What is a 'non-standard item'?



Rule R 3.1.11: What if a property needs...a nonstandard item repaired?

R 1.1.7 Grass



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Grass should be cut or slashed where required.

R 1.1.8 Tenant improvements



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Where possible tenant installed improvements are retained rather than removed. They are to be removed only when work is unsound, item is unsafe or it is deemed uneconomical to maintain.

Minor repairs are preferable to removal subject to cost effectiveness.



Policy Statement 5.2.3 (a): Housing Authority responsibilities and tenant entitlements when a tenant vacates - Remove tenant improvements



Policy Statement 2.4.5: Tenant entitlements - Improvements (including security)

R 1.1.9 Paintwork (external)



Policy Statement 1.1: Condition a property should be in when a tenant moves in

External painting is to be undertaken on a needs basis as determined by regional management.



Rule R 2.1.2: Tenant and Housing Authority responsibilities and entitlement - Cyclical Maintenance and Rule R 3.1.11 (a): What happens if a property - needs painting - external?

R 1.1.10 Paintwork (interior)



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Surface should be sound and clean. Any minor blemishes should be left and noted on the Property Condition Report.



Rule R 3.1.11 (b): What happens if a property - needs painting - Internal painting

R 1.1.11 Quarter round (quads)



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Quarter rounds (quads) are only to be replaced when required.

R 1.1.12 Rubbish



Policy Statement 1.1: Condition a property should be in when a tenant moves in

All rubbish should be removed.

R 1.1.13 Security



Policy Statement 1.1: Condition a property should be in when a tenant moves in and Policy Statement 1.3.7: Which properties will have -Security

R 1.1.13 (a) New constructions security items

Security items fitted to new constructions:

- a) Solid core doors for hinged entry doors
- b) Hinged barrier screen doors to hinged entry doors
- c) Keyed lock bolts to sliding doors and windows
- d) Sliding barrier screen doors to sliding glass doors
- e) Dead locks to external doors.

R 1.1.13 (b) Suburbs with ongoing security risks

Any suburb identified as having ongoing security risks by the Police will have upgrade security items installed.

Items included for upgrade in areas with ongoing security risks:

- a) Fitting keyed locked bolts to existing sliding doors
- b) Fitting of key locked:
 - bolts to sliding window sashes; and
 - winders to hinged window sashes(These enable window sashes to be locked in a partially open position)
- c) Fitting dead locks to external doors
- d) Fitting of solid core doors
- e) Fitting of barrier screen doors for designated senior's accommodation only.



Policy Statement 2.4.5: *Tenant entitlements: Improvements (including security)* and Rule R 2.1.8: *Tenant and Housing Authority responsibilities and entitlements - Improvements (including security)*

R 1.1.14 Swimming pools, spa pools and fish ponds



Policy Statement 1.1: *Condition a property should be in when a tenant moves in*

Swimming pools, spa pools and fish ponds are to be removed and backfilled.



Rule R 2.1.8 (d): *Tenant and Housing Authority responsibilities and entitlements - Improvements (including security) - Swimming pools and spa pools*

R 1.1.15 Tenant supplied items (floor coverings/window treatments)



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Carpet, floors and sheeting is to be retained if it is basically sound and clean. Window treatments to be retained unless unsatisfactory.

R 1.1.16 Tree Management



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Tree lopping is required when trees are causing property damage or where they are close to power lines. The power supplier defines the minimum safe clearance from power lines.



Rule R 2.1.15: Tenant and Housing Authority responsibilities and entitlements - Tree Management



Rule R 3.1.21: What happens if a property has - a dangerous tree?

R 1.1.17 Wallpaper/Wall Treatments/Panelling



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Wallpaper, wall treatments or panelling should be retained rather than removed if serviceable. To be removed only when condition is poor.

Minor repairs to be effected to secure lifting paper or to correct insecure panelling.

SUBPART 2 - Tenant and Housing Authority responsibilities and entitlements during a tenancy

POLICY STATEMENTS

2.1 Housing Authority responsibilities

2.1.1 Generally

The Housing Authority's maintenance related responsibilities are to:

- Provide possession of a property which is clean and in good repair
- Provide a tenant with quiet enjoyment of a property and only seek entry according to the provisions of the *Residential Tenancies Act 1987*
- Provide a secure premises
- Pay local authority and Water Corporation rates
- Provide and maintain the property in a reasonable state of repair and to be responsible for all maintenance and repairs that are not caused intentionally or through neglect, or recklessness (whether by misuse or otherwise) and rubbish
- Comply with relevant building, health and safety laws
- Provide the property free of pests
- Inspect the property to maintain contact with tenant and for asset management purposes



Under the *Residential Tenancies Act 1987* s42

(1) In this section — premises includes fixtures and chattels provided with the premises, but does not include —

(a) any fixture or chattel disclosed by the lessor as not functioning before the agreement was entered into; or

(b) any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.

(2) It is a term of every residential tenancy agreement that the lessor —

(a) must deliver up to the tenant vacant possession of the premises in a reasonable state of cleanliness and a reasonable state of repair having regard to its age and character; and

(b) must maintain the premises in a reasonable

state of repair having regard to its age and character and must conduct any repairs within a reasonable period after the need for the repair arises; and
(c) must comply with all requirements in respect of buildings, health and safety under any other written law insofar as they apply to the premises.



Rule R 2.1: Tenant and Housing Authority responsibilities regarding (for details regarding particular property items)



Policy Statement 1.1: Condition a property should be in when a tenant moves in

Maintenance Procedures for details on the standard required for Housing Authority properties

2.1.2 In multi accommodation complexes

2.1.2 (a) Strata complexes

The Housing Authority participates in numerous Strata Companies and this has the potential to include an exhaustive variety of site specific laws and special by-laws. The Housing Authority remains responsible for maintaining these dwellings consistent with and in some cases limited by the by-laws and conditions applicable. As the complexities of these by-laws prevent specific policy in each case, the Housing Authority will apply the following general policy guidelines:

Internal maintenance and repairs will remain the responsibility of and be attended to by the Housing Authority.

External Maintenance and Repairs – including utility (water, gas, power) services and fixed appliances, all fixed glass (including shower screens) and vanities will be referred to the Strata Company.



See Strata Titles Act 1985



Rule R 2.1.17 (a): Tenant and Housing Authority responsibilities and entitlements regarding - Upkeep of property - In multi accommodation complexes



Policy Statement 3.7.3 (a): When will the Housing Authority attend to emergency maintenance in strata complexes?

2.1.2 (b) Estates

The Housing Authority will be responsible for the external maintenance of large apartment and pensioner complexes, and the common areas of some townhouse developments. Tenants are responsible for their own private defined areas.



Rule R 2.1.4: Tenant and Housing Authority responsibilities and entitlements regarding: Estates

2.1.3 Non-standard items

Where the tenancy agreement started prior to 1 July 2013, the Housing Authority will generally not maintain non-standard items in a property provided they were noted on the Tenancy Agreement.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will maintain any non-standard items that are in the property at occupation unless the item is specified as not functioning in the Ingoing Property Condition Report.



Policy Statement 3.5: What is a 'non-standard item'?



Rule R 3.1.11: What happens if a property needs - a non-standard item repaired



Policy Statement 1.3: Which properties will have - for examples of standard items in particular dwellings



Policy Statement 2.4.5: Tenant entitlements: Improvements (including security) and Rules R 2.1.8: Tenant and Housing Authority responsibilities and entitlements regarding - Improvements (including security)



Policy statement 5.2.3 (a): Tenant improvements - Remove tenant installed improvements

2.1.4 New Living, Redevelopment and Refurbishment Programs

The aim of the New Living, Re-Development and Refurbishment Programs is to develop older public housing estates to create a more attractive living environment.

The upgrading of such properties is to be within budget and program.



Rule R 2.1.13: Tenant arrangements during refurbishment

2.2 Housing Authority entitlements

2.2.1 Access to the property



Under the Residential Tenancies Act 1987 s46, an owner may only enter the premises in all or any of the following circumstances:

- (a) in any case of emergency;
- (b) for conducting routine inspections of the premises or any other purpose, on a day and at a reasonable time, specified by notice in writing given to the tenant —
 - (i) not less than 7 days before the proposed entry; and
 - (ii) within 14 days before the proposed entry;
- (c) at any reasonable time for the purpose of collecting the rent under the agreement, where it is payable not more frequently than once every week and it is agreed that the rent be collected at the premises;
- (d) under section 77(4);
- (e) for the purpose of carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry;



Rule R 2.1.1: Tenant and Housing Authority responsibilities and entitlements regarding - Access - Contractors to wear protective footwear



Policy Statement 2.3.1: Tenant to provide access for maintenance

2.2.2 Property inspections

The Housing Authority will inspect the property annually at a time prearranged with the tenant to:

- Check that key safety elements are in place and that there is no outstanding maintenance placing the tenants or occupants at risk
- Assess maintenance requirements
- Assess if there are any tenancy issues or concerns
- Identify property/tenancy conditions/standards



Policy Statement 2.3.3: Tenant responsibilities - Property inspections

2.3 Tenant responsibilities

2.3.1 Tenant to provide access for maintenance

A tenant must either be home or provide suitable access to the property to enable contractors to do maintenance work within the specified time frames.



For the specified time frames see Policy Statement 2.6: Damage and repair timeframes (Housing Authority).



Rule R 2.1.1: Tenant and Housing Authority responsibilities and entitlements regarding - Access - Contractors to wear protective footwear



Policy Statement 2.2.1: Housing Authority entitlements - Access to property



Rule R 4.1.3 (d) (ii): Tenant liability - Contractor's travel costs – Cost of call out fees and travel times for emergency maintenance

2.3.2 Keys (Tenant)

Tenants are responsible for looking after all the keys of the property.

This includes remote controls to garages.



Rule R 4.1.3 (m): Tenant liability - Type of damage or items tenants charged for - lost or stolen keys and locks

2.3.3 Property Inspections

The tenant must be home or have a nominated adult at home to enable the Housing Authority to conduct an annual inspection at the prearranged time.

2.3.4 Upkeep of property

A tenant is responsible for keeping the premises clean and undamaged and the garden and yard maintained. Tenants are responsible for their own private defined areas in estates.

A tenant must maintain the property including the garden and yard, commensurate with general street and community standards.



Under the Residential Tenancies Act 1987 s38, the tenant:

- shall keep the premises in a reasonable state

of cleanliness;

- shall not intentionally or negligently cause or permit damage to the premises.



Rule R 2.1.16: Tenant and Housing Authority responsibilities and entitlements regarding – Upkeep



Rule R 2.1.15: Tenant and Housing Authority responsibilities and entitlements regarding - Tree Management



Rule R 4.1.3: Tenant liability - type of damage or items tenants charged for



Policy Statement 5.1.3 (a): Tenant responsibilities when vacating - Damage and cleaning expenses (tenant liability) - Cleaning and rubbish removal and Rule R 5.5: Assessing vacated tenant liability

2.3.5 Utility charges

A tenant is responsible for the payment of all gas, electricity, and telephone charges relating to the property.

2.3.6 Water consumption charges

The tenant is responsible for the payment of all water consumption charges incurred during the period of occupancy of a Housing Authority property.



For more about water consumption charges see Rental Policy Manual - Water Consumption Policy



Rule R 2.1.17: Tenant and Housing Authority responsibilities and entitlements regarding - water consumption charges in shared tenancies

2.4 Tenant Entitlements

2.4.1 Cooling

Housing Authority:

The Housing Authority will install ceiling fans to properties in the North West of Kalgoorlie and remote areas.



Policy Statement 1.3.1: Which properties should have - cooling

The Housing Authority will consider applications from tenants from the North West or Kalgoorlie to have an air conditioning aperture fitted subject to budget funding.

The aperture will be installed to the Housing Authority's maintenance specification with relevant electrical outlet being installed.

An air conditioning unit with its own power point must have its own RCD.

(Note: The Housing Authority will not install air conditioning units as they are a non-standard item)

Tenant:

Tenants living in the North West or Kalgoorlie or and remote areas and whose properties are not fitted with air conditioning apertures may apply to have an aperture fitted.



[Policy Statement 1.3.1: Which properties should have: cooling and Rule R 1.1.1: Preparing the property for letting: air conditioners](#)



See also [Rental Policy Manual - Housing for People with Disabilities Policy - Ducted air conditionings](#)12

2.4.1 (a) Tenant to maintain air conditioning units

Tenants are responsible for maintaining air conditioning units they install in Housing Authority properties.



[Rule R 3.1.1: What happens if a property has - a broken air conditioner?](#)

2.4.2 Electronic doors

A tenant with a disability may request an electronic door to be installed.

The Housing Authority's aim is to provide housing with external doors and appropriate hardware to facilitate tenant independence.



[Rule R 2.1.3: Electronic door requests](#)

2.4.3 Fencing



For general Housing Authority responsibilities regarding fencing see [Rule R 2.1.5: Tenant and Housing Authority responsibilities and entitlements regarding – fencing](#)



Regarding tenant requests for fencing or repairs see [Rule R 3.1.5: What happens if a property needs fencing repaired or installed?](#)

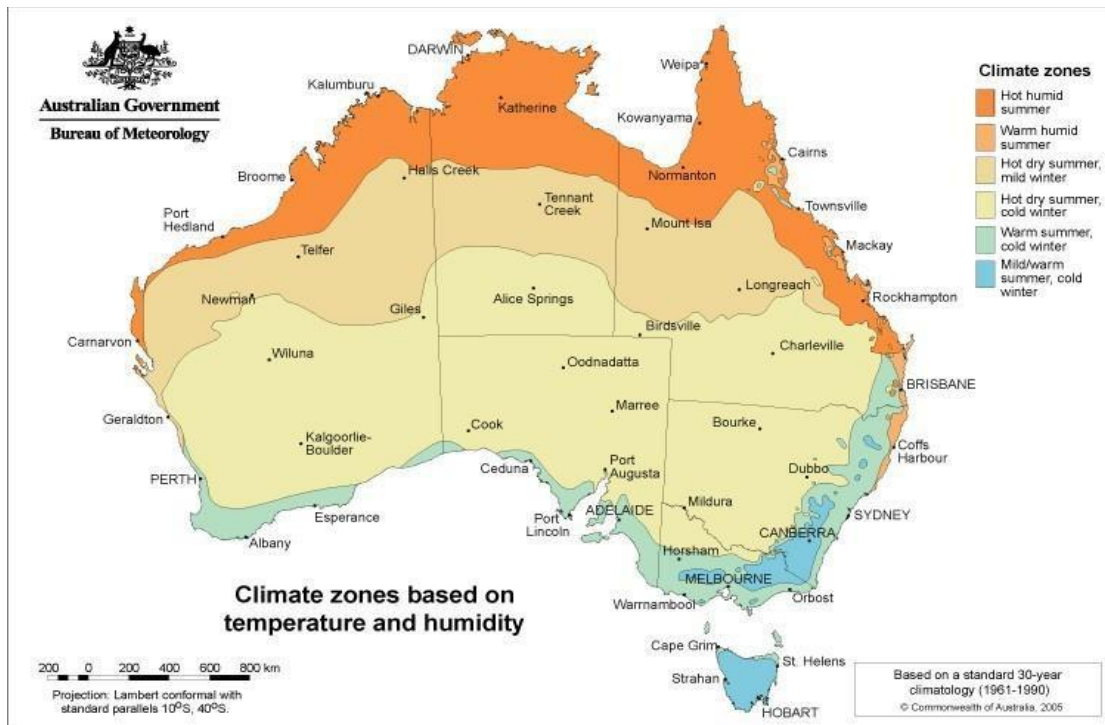


Regarding regulations about erecting fences and adjoining owners see [Policy Statement 6.2: Fencing and Rule R 6.2: Fencing](#)

2.4.4 Heaters

2.4.4 (a) Seniors and people with disabilities

The Housing Authority will provide a heating appliance to designated seniors and disability accommodation within cold winter climate zones as determined by the Bureau of Meteorology (see map).



2.4.4 (b) All other accommodation

Heaters will not be automatically supplied to family and singles designated accommodation and therefore tenants will need to apply for a room heater and be assessed for eligibility.

2.4.4 (c) Applying for a room heater

Tenants applying for a room heater will only be considered if it is based on a demonstrated medical need and will be required to pay a room heater hire fee.

(The room heater hire fee does not apply to seniors living in designated seniors' accommodation).



Rule R 2.1.7: Heaters



Rule R 3.1.8: What happens if a property - has a broken heater

2.4.5 Improvements/Fixtures (including security and insulation)

An improvement includes attaching any fixture or structure to the premises such as a patio, veranda or shed.

Housing Authority:

Improvements undertaken by the Housing Authority are subject to a satisfactory tenancy and availability of funds.

Transfer may be considered an option where urgent modifications are required.



For more on tenancy management issues see Rental Policy Manual - Tenancy Management Policy

Tenant:

Tenants may apply for improvements to be made to the property with the cost being met by the Housing Authority; or tenants may apply to carry out improvements at their own expense.



The Housing Authority must approve any work before it goes ahead (Residential Tenancy Act 1987 s47).

Relevant building approvals must be obtained, where required, before any work goes ahead.

The reasons a tenant may seek an improvement may include security, health and safety (e.g. bathroom modifications for a tenant with a disability) or quality of life (e.g. veranda).

Tenants may seek reimbursement of their costs at the end of their tenancy.



Rule R 2.1.8: Tenant and Housing Authority responsibilities and entitlements: Improvements/fixtures (including security)



Rule R 2.1.8 (f): Tenant and Housing Authority responsibilities and entitlements: Improvements/fixtures (including security) – Reimbursement for tenants undertaking their own improvements



Policy Statement 1.3.7: Which properties should have - Security and Rule R 1.1.13: Preparing the property for letting - Security



Rule R 1.1.3: Preparing a property for letting - External buildings and attachments



Rule R 3.1.12: What happens if a property needs - painting



Policy Statement: 5.2.3: Tenant property improvements/fixtures



Rental Policy Manual Tenancy Management Policy s19 regarding granny flats and additional rooms.

2.5 Damage and Repairs (Tenant)

A tenant is responsible for the cost of:

- all internal and external maintenance and repairs to a property caused intentionally or through neglect or recklessness; and
- heavy cleaning and rubbish removal on vacation.



Policy Statement 4.1: Tenant Liability and Rule R 4.1 Tenant liability



Policy Statement 5.1.3: Damage and cleaning expenses



Policy Statement 6.1: Recovery of damage costs

2.5.1 Tenant to report damage:



Under the Residential Tenancies Act 1987 s38 the tenant 'shall notify the owner as soon as practicable after any damage to the premises'



Policy Statement 3.6: What does a tenant do if they have - Emergency; Urgent; Priority; After hours or Routine - Maintenance

2.5.1 (a) Reporting of damage by parties not signatory to the tenancy agreement

Tenants must also report damage, made by parties who are not signatory to the tenancy agreement, as soon as practicable after it has occurred.

An appeal against tenant liability may not be validated if the damage is not reported in a timely manner. (Claims of third party damage are almost impossible to substantiate after some time has elapsed). However, discretion should be exercised in exceptional circumstances e.g. domestic violence, hospitalisation.

2.6 Damage and repair timeframes (Housing Authority)

2.6.1 P1 Emergency Work Orders

The Housing Authority will attend to Emergency Work Orders during and after normal working hours within **8 hours**.



Policy Statement 3.3.1: What is - Emergency maintenance?

2.6.2 P2 Urgent Work Orders

The Housing Authority will attend to Urgent Work Orders during and after normal working hours within **24 hours**.



Policy Statement 3.3.2: *What is - Urgent maintenance?*

2.6.3 P3 Priority Work Orders

The Housing Authority will attend to priority maintenance problems during normal working hours within **48 hours**.



Policy Statement 3.3.3: *What is - Priority maintenance?*

2.6.4 Routine Work Orders

The Housing Authority will attend to routine maintenance within **28 calendar days**.



Policy Statement 3.3.4: *What is: Routine maintenance?*

2.6.5 Timeframes for repairs in remote areas

In remote areas, where it is impracticable to meet the timeframes stipulated for emergency, urgent, priority and routine maintenance, the Housing Authority will attend to maintenance work as close to the stipulated timeframes as possible.

RULES

R 2.1 Tenant and Housing Authority responsibilities and entitlements regarding

R 2.1.1 Access - Contractors to wear protective footwear



Policy Statement 2.2.1: Housing Authority entitlements - Access to the property



Policy Statement 2.3.1: Tenant to provide access for maintenance



Workers entering premises are to wear protective footwear at all times in accordance with an employer's obligations under the Occupational Safety and Health Act 1984 to protect workers from work place hazards.

If for any reason a tenant insists a worker/contractor remove their shoes prior to entering the premises the worker/contractor is entitled to refuse to enter the premises to carry out the work.

R 2.1.2 Cyclical maintenance



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

Cyclical maintenance is long term asset maintenance determined on a property by property basis in accordance with the Strategic Asset Management Framework and budget allocation.



Rule R 2.1.10: Tenant and Housing Authority responsibilities and entitlements regarding - Painting (internal)



Rule R 3.1.12: What happens if a property needs - Painting

R 2.1.3 Electronic door requests



Policy Statement 2.4.2: Tenant entitlements - Electronic doors

Customers who request an electronic door will need to provide supporting documents by their Occupational Therapist or Community Housing Provider.

Requests for electronic doors will be assessed on a case by case basis.

The decision to approve an electronic door will be made jointly by the Housing Authority's Occupational Therapist and Regional Manager.

Only one electronic door will be provided per house – this will be the main entrance door (unless otherwise negotiated for a patio door – group home).

The region should seek information from Housing Programs Directorate to assist in the appeals process.

R 2.1.3 (a) Factors to consider with electronic door requests

When an electronic door is requested the following will be considered:

- Living alone vs group/family situation
- Availability of carers
- Number of hours provided by carers
- Hand function of tenant.

An electronic door will not be provided when a full-time or live-in carer is on site (individual and group homes).

R 2.1.3 (b) Alternative options to electronic doors

The type of door to be provided will be based on the Occupational Therapist Assessment report and recommendation from the Housing Authority's Occupational Therapist.

If the property cannot be modified to cater for an electronic door, then the Region or Housing Programs Directorate will consider other options.

The following options will be considered:

- alternative door styles – sliding vs hinged
- alternative door handles – lever handles with return, "D" handles
- moving heights of door hardware key
- holders to assist with key turning
- electric strike door if keys cannot be managed.

R 2.1.3 (c) For new constructions

All requests for electronic doors must be made prior to contract documentation being commenced for the building project/s.

R 2.1.3 (d) Appeals on electronic door declines

If the Housing Authority declines a request for an electronic door, the applicant may appeal the decision through the Housing Authority Appeals Mechanism.

R 2.1.4 Estates (Housing Authority)



Policy Statement 2.1.2 (b): Housing Authority responsibilities - In multi accommodation complexes - Estates

The Housing Authority's responsibilities in an estate include:

Gardening

- cutting all common lawns, fertilising lawns
- garden beds – cultivated/weeded
- tree lopping/shrub pruning
- reticulation – repairs and new installation

Cleaning – Common areas

- cleaning – floor polishing, window cleaning, graffiti removal, passageways, landings, stairways
- common areas – to be kept free of papers, bottles, leaves, etc.
- outside toilet – cleaned daily
- car park drains – kept clean
- guttering
- rubbish disposal
- bulk rubbish

General – Common areas only

- paving – car parks, bitumen, pathways
- servicing of fire extinguishing equipment
- replacement of light globes/adjustment of time clock for security lighting
- drains

R 2.1.5 Fencing



Policy Statement 2.1.1: Housing Authority responsibilities - Generally



The Housing Authority is responsible for construction, repair and costs (along with adjoining owner) of dividing and wing fences and will comply with the *Dividing Fences Act 1961*.

As an agent for the Crown, the Housing Authority may seek exemption from the *Dividing Fences Act 1961*. However, generally, the Housing Authority does not seek to exercise this right of exemption.

The Housing Authority exercises a right of exemption where the Housing Authority's holding is vacant land.



Regarding tenant requests for fencing or repairs to fencing see Rule R 3.1.5: *What happens if a property needs fencing repaired or installed?*



Regarding regulations about erecting fences and adjoining owners see Policy Statement 6.2: *Fencing* and Rule R 6.2: *Fencing*



Rule R 4.1.3 (f): *Tenant liability - Fencing*

R 2.1.6 Gutters (Housing Authority)



Policy Statement 2.1.1: *Housing Authority responsibilities - Generally*

The cleaning of gutters is the Housing Authority's responsibility in all circumstances.

R 2.1.7 Heaters



Policy Statement 2.4.4: *Tenant entitlements - Heaters*

In accommodation where heating does not currently exist, tenants are able to lodge an application for a room heater.

The hire of a heater is optional and if tenants do not wish to pay the room heater hire fee the Housing Authority may remove the heater.

Note: The room heater hire fee does not apply to seniors living in designated seniors' accommodation. Room heaters will not be removed from designated seniors' accommodation unless unserviceable.

Decision on eligibility is based on demonstration of extenuating

circumstances; that is, the tenant has an urgent medical need and is unable to supply a heater of their own.

Waiting time for a heater will depend on available funds.

Tenants may apply for a bayonet fitting to supply their own heating.

Gas bayonets are not permitted in bedrooms or bathrooms.

Where an unflued gas heater or gas bayonet is installed, there must be two air vents fitted for ventilation.



Room Heater Brochure



Rule R 3.1.8: *What happens if a property has - a broken heater?*

R 2.1.7 (a) Type of heater provided

In seniors' accommodation a gas room heater is provided. Where gas is not available an electric heater is provided.

In country areas where there is no reticulated town gas, the use of solid fuel heaters, such as slow combustion stoves, is dependent upon tenant request and Regional discretion.

Where a medical reason is given that specifies either a gas or electric heater is required then this will be assessed by the Housing Authority.

R 2.1.7 (a) (i) Wood burning heaters

Wood burning heaters will be removed from accommodation in the Metropolitan area at vacant.

Where a wood burning heater is removed Tenants will be provided with an alternative (either bayonet point or convection heater) and will be required to pay the room heater hire fee if relevant.

In country areas where there is no reticulated gas, the use of solid fuel heaters, such as slow combustion stoves, is dependent upon tenant request and Regional discretion.

R 2.1.7 (b) Servicing of unflued heaters

Where an unflued gas heater is provided the Housing Authority will provide biennial servicing every two years.



Rule R 3.1.8: *What happens if a property has - a broken heater?*

R 2.1.8 Improvements/Fixtures (including security)



Policy Statement 2.4.5: Tenant entitlements - Improvements/fixtures (including security)



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

R 2.1.8 (a) Structures

Tenants undertaking their own improvements that involve building or adding a structure should obtain the required building approvals.

The Housing Authority may require the tenant to remove the structure at their own cost if the Housing Authority is **not** satisfied that the structure:

- had the required building approval or
- is structurally sound or
- complies with relevant building codes, regulations or by laws or
- will be economically viable for the Housing Authority to maintain once the tenant vacates.

See relevant local government by laws.



Rule R 4.1.3 (p) (ii): Tenant liability - Tenant installed items - Removal of substandard alterations

R 2.1.8 (b) Maintenance on tenant installed improvements

A tenant is responsible for the maintenance and cost of repairs of any improvement they have installed or added to the property.



Rule R 4.1.3 (p) (ii): Tenant liability - Tenant installed items - Removal of substandard alterations



Policy Statement 3.5: What is a non-standard item?



Rule R 3.1.11: What happens if a property needs a non-standard item repaired?

R 2.1.8 (c) Minor improvements

The tenant may make minor improvements which do not affect the structure of the premises such as fitting curtains and blinds or attaching picture hooks or wall mounted furniture anchors.

The tenant must however repair or pay for any damage caused by the improvement or its removal.



Residential Tenancies Act 1987s47.



Policy Statement 3.5: What is a non-standard item?

Rule R 3.1.11: What happens if a property needs a non-standard item repaired?

Rule R 4.1.3 (p): Tenant liability - Tenant installed items - Removal of substandard alterations

R 2.1.8 (c) (i) Basketball rings

Tenants are not to affix basketball rings and the Housing Authority will not approve the fixation of basketball rings onto a wall or structure of any Housing Authority property.

R 2.1.8 (c) (ii) Existing basketball rings (Tenant)

Tenants with existing basketball rings are required to arrange an inspection and obtain a report from a qualified structural engineer every 12 months that guarantees the safety of the basketball ring.

The cost of the engineer's annual inspection and report is to be met by the tenant.

If an engineer's report is not obtained that guarantees the basketball ring's safety then it must be removed at the tenant's expense if they installed the basketball ring.

Tenants must remove basketball rings they install onto the property when they vacate.

R 2.1.8 (d) Swimming pools and spa pools

As of 28 March 2016, the Housing Authority does not permit the installation of a swimming pool and/or a spa pool which can hold water greater than 300mm in depth.



See Rental Policy Manual- Tenancy Management Policy for information regarding exceptions.

R 2.1.8 (e) Security

Tenants (other than designated seniors' accommodation) may apply to have additional security items installed, with each case being judged on individual circumstances.

Any security item must be within existing budgets.

Examples of relevant circumstances which may be considered:

- a) accessible flats (e.g. ground floor)
- b) properties against rights of way
- c) Tenants with medical problems
- d) Tenants with an individual problem (e.g. people being harassed)

- e) Tenants in suburbs where continual break-ins are a problem, as evidenced by the Police
- f) inability to obtain contents insurance.



Regarding security for victims of domestic violence
see *Family Violence Policy*



See Policy Statement 2.4.5: Tenant entitlements - Improvements/fixtures (including security) and Rule R 2.1.8 (e): Tenant and Housing Authority responsibilities and entitlements - Improvements/fixtures (including security) - Security

R 2.1.8 (e) (i) Suburbs with ongoing security risks

Any suburb identified as having ongoing security risks by the Police will have upgrade security items installed.

Items included for upgrade in areas with ongoing security risks:

- a) fitting keyed locked bolts to existing sliding door
- b) fitting of key locked, bolts to sliding window sashes and winders to hinged window sashes
(These enable window sashes to be locked in a partially open position)
- c) fitting dead locks to external doors
- d) fitting of solid core doors and barrier screen doors.

R 2.1.8 (e) (ii) Upgrades

Any upgrade program will include items of security.



Policy Statement 1.3.7: Which properties should have - Security and Rule R 1.1.13 (a): Preparing the property for letting – Security - New constructions

R 2.1.8 (e) (iii) Roller shutters/security screens

The Housing Authority does not install roller shutters or security screens to its rental housing properties however tenants may install them for security or to block out the sun.

Tenants must seek approval from the Housing Authority prior to installing roller shutters or security screens. The Housing Authority will only give approval if:

- the installation will be done by a licensed and reputable company
- the tenant submits a 'home escape plan'.

A home escape plan must include two means of escape from the home

that are easily opened and do not have a roller shutter or security screen attached.

Additional advice can be sought from DFES's "Safe and Secure Information" on 9395 9300 or on the web.



[DFES website](#)

R 2.1.8 (f) Reimbursement for tenants undertaking their own improvements

There will be no reimbursement unless the Housing Authority planned to carry out the improvement; the correct approvals have been obtained and then; only at the estimated value at the time of reimbursement i.e. at vacation.

The only exceptions are for:

- the installation of security screens, where reimbursement may be approved subject to funding and executive approval
- victims of domestic violence, who will be reimbursed for security items they install



For security for victims of domestic violence see *Family Violence Policy*

- any reimbursement will reflect the estimated value of the improvement at the finalisation of the tenancy (purchase price less 10% per annum to apply).
- any reimbursement will be made at the finalisation of the tenancy subject to the availability of funds. Where funds are unavailable at the finalisation of the tenancy reimbursement shall be made as soon as practicable, but no more than one month after the finalisation of the tenancy
- reimbursement is subject to proof of installation and the correct approvals being obtained and provided by the tenant
- reimbursement may not be provided if the tenant has a debt owing to the Housing Authority. Alternatively, a reimbursement amount may be used to reduce a tenant's debt.



[Rule R 4.1.3 \(p\): Tenant liability: Tenant installed items: Removal of substandard alterations](#)

R 2.1.9 Insurance



[Policy Statement 2.1.1: Housing Authority responsibilities - Generally](#)

R 2.1.9 (a) Building Insurance

The Housing Authority is its own insurer and is responsible for building insurance claims.



[Rule R 6.1.1: Recovery of damage costs - Insurance claims and repair costs for property damage](#)

R 2.1.9 (b) Contents Insurance

Tenants are responsible for their own household contents insurance.

R 2.1.10 Painting (Internal)



[Policy Statement 2.1.1: Housing Authority responsibilities - Generally](#)

The Housing Authority is responsible for painting the property.



[Rule R 3.1.12: What if a property needs painting?](#)



[Rule R 2.1.2: Cyclical maintenance](#)



[Rule R 2.1.12: Planned maintenance](#)



[Rule R 4.1.3 \(n\): Tenant liability - Type of damage or items tenants charged for - Painting](#)

R 2.1.11 Pests



[Policy Statement 2.1.1: Housing Authority responsibilities - Generally](#)

Housing Authority:

The Housing Authority is responsible for the eradication of:

- termites, Singapore ants, bees and wasps in all accommodation types
- cockroaches, fleas, common ants (severe infestation only where undermining paving occurs) and other pests where the infestation occurs:
 - in any accommodation type in the tenant's private defined area within three months of the tenant occupying or where the tenant's actions are not responsible for the infestation
 - in an estate on common ground
 - in a strata property on common ground (to be negotiated with the strata company).



[Rule R 3.1.13: What happens if a property is infested with pests?](#)

Tenant:

Eradication of cockroaches, fleas, bed bugs, common ants (severe infestation only where undermining paving occurs) and other pests is the responsibility of the tenant in the tenant's private defined area where it is a result of the tenant's actions, except:

- where infestation occurs within three months of the tenant occupying.



Rule R 3.1.13: *What happens if a property is infested with pests?*

R 2.1.12 Planned maintenance



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The Housing Authority will conduct planned maintenance which is the process of identifying maintenance requirements in key high cost categories through ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance.

The following items fall under planned maintenance:

- replacement of sewer lines (PLNRS) – replacement of earthenware pipes with PVC – excluding original connection to sewer. Also includes replacement of leach drains, soak-wells, septic tanks and other major sewer/septic replacements
- replacement of timber and louvered windows with aluminium window frames (PLNAW) – replacement of unserviceable timber framed and louvered windows with aluminium frames
- internal painting (PLNIP) – only for tenants in occupation, where the property has not been painted for five years or more (changed August 1996).
- internal cladding (PLNIC) – replacement of internal wall linings and ceilings equivalent to the area of one room
- roof cladding (PLNRC) – replacement of external unserviceable roof cladding
- floor coverings (PLNFC) – replacement of unserviceable vinyl floor sheeting or vinyl tiles. Minimum area is to be ten square metres
- electrical rewire (PLNER) – complete rewire of a building.

R 2.1.13 Tenant arrangements during refurbishments



Policy Statement 2.1.4: Housing Authority responsibilities - New Living, redevelopment and refurbishment programs

Where refurbishment programs are progressing as per the agreed plan and tenants do not wish to move from their property (and the policy is that

they do not have to) then they will have their property upgraded to a similar level to all other properties being refurbished i.e. it should include improvements to lift the amenity level of the property.

This strategy is to reward tenants, who meet their tenancy obligations. Where tenants have not looked after their property within these developments, they should be managed in accordance with the Policy Manual - Tenancy Management Policy. However, if considered necessary, some upgrading can be done to encourage tenants to bring their property up to a satisfactory standard.

The Project Manager is to work around the tenant, if possible, and with the tenant, negotiate the amount of work, timeframes and alternatives in conjunction with the Housing Authority Project officer. The preferred option may be to temporarily transfer the tenant and their belongings whilst work is being carried out.



Rental Policy Manual - Tenancy Management Policy
s16 Transfer at the Housing Authority's request

The Housing Authority will:

- pay all removal and furniture storage cost
- clearly articulate the work required and timeframes
- manage the project to ensure satisfactory workmanship and completion on time
- offer the tenant the choice of colours/materials etc.
(within Housing Authority's specifications standards)
- keep the tenant informed of progress (negotiated with tenant)
- ensure the contractor secures the property
- provide Property Condition Reports for both properties and arrange a new Tenancy Agreement for the temporary tenancy, with similar action on return to the substantive tenancy. Rent will be charged only on one property.



see Policy Statement 1.2: Assessing the condition of a property (Property Condition Reports) and Policy Statement 5.2.2: Housing Authority responsibilities and tenant entitlements when a tenant vacates - vacant inspection)

- ensure that building rubble and rubbish is cleared from the site after completion of refurbishment and any related damage to the property is made good.

The Housing Authority will not:

- take responsibility for damages/loss to furniture and

belongings during removal or for items left (locked up) at the premises (items removed by designated removalists and/or stored off site in designated storage areas have insurance liability)

- maintain the lawns and gardens during the refurbishment work, as this is the tenant's responsibility (Regional discretion on extra costs), unless the tenant has relocated, in which case the Housing Authority will maintain the lawns and gardens.

The Tenant will:

- pay rent and water consumption costs as normal during the period (Regional discretion on extra costs including rent-free period)
- look after the lawns and gardens at the property in which they are temporarily residing.

R 2.1.14 Smoke Alarms

Housing Authority:



Policy Statement 2.1.1: *Housing Authority responsibilities - Generally*

Housing Authority properties are to be fitted with at least one hard wired smoke alarm that is less than 10 years old from the date of manufacture.

In exceptional circumstances a battery operated smoke alarm may be authorised by regional management.

The Housing Authority requires a push button test of the smoke alarm to be performed during Annual Inspections, Ingoing and Outgoing Inspections and the Post-occupation Inspection visit.

The Department of Fire and Emergency Services recommends the push button test be performed by the occupant of the property on a monthly basis.

The Housing Authority will respond on an emergency basis where a smoke alarm is not functioning.



Policy Statement 1.3.8: *Which properties should have - Smoke alarms*

Tenant:



Policy Statement 2.5.1: *Damage and repairs - Tenant to report damage* and Policy Statement 2.3.4: *Tenant responsibilities - Upkeep of property*

Tenants must advise the Housing Authority immediately if a smoke alarm is not functioning.

The tenant is required to ensure the smoke alarm remains clean, free from dust and other particles.



[Rule R 3.1.17: What happens if a property - Has a broken smoke alarm](#)



[Rule R 4.1.3 \(g\): Tenant liability - type of damage or items tenants charged for - fires when smoke alarm is damaged](#)



Fact Sheet – [RCD and Smoke Alarm Fact Sheet](#)



See [DFES website](#) for more information about fire safety and smoke alarms

R 2.1.15 Tree Management

Housing Authority:



[Policy Statement 2.1.1: Housing Authority responsibilities - Generally](#)

The Housing Authority is only responsible for tree lopping where trees are a danger to life, a hazard to property (specifically the rental property or adjoining properties) or where trees are close to power lines. The power supplier defines the minimum safe clearance from powerlines.

Tenant:



[Policy Statement 2.3.4: Tenant responsibilities - Upkeep of property](#)

Tenants are responsible for lopping of trees on their Housing Authority property.

Neighbours are permitted by law to lop trees back to the fence line if they overhang. The tenant is responsible for removing the removed branches if the neighbour puts them into the yard as he/she is legally permitted to do.

R 2.1.15 (a) Tenant to notify Housing Authority of dangerous tree

Tenants must notify the Housing Authority of a dangerous tree including all notices from Western Power. Failure to notify the Housing Authority may result in the tenant being charged with the cost of lopping as per [Rule R 4.1.3 \(g\): Tenant liability - Type of](#)

damage or items tenants charged for - Tree Management

The Housing Authority will investigate any report of a dangerous tree and take any necessary action.



Rule R 3.1.21: What happens if a property has a dangerous tree?



Rule R 4.1.3 (g): Tenant liability - Type of damage or items tenants charged for - Tree Management

R 2.1.15 (b) Exemption from lopping

A tenant may seek an exemption from tree lopping responsibilities. The Housing Authority may exercise discretion where there is no able bodied resident to undertake the task (e.g. elderly person or tenant with disabilities).

R 2.1.16 Upkeep of property (Tenant)



Policy Statement 2.3.4: Tenant responsibilities - Upkeep of property

Keeping a property clean, undamaged and the garden and yard maintained means:

Internally: free from rubbish, wall and doors undamaged with no holes, premises and fixtures clean.

Externally: Yards – grass cut, gardens maintained and free of rubbish.

The Housing Authority may provide assistance to re-establish gardens to new tenants if the grounds have been neglected by previous tenants.



Rule R 2.1.15: Tenant and Housing Authority responsibilities and entitlements regarding - Tree Management



Rule R 4.1.3: Tenant liability - type of damage or items tenants charged for



Policy statement 5.1.3 (a): Tenant responsibilities when vacating - Damage and cleaning expenses (tenant liability) - Cleaning and rubbish removal and Rule R 5.5: Assessing vacated tenant liability

R 2.1.16 (a) In multi accommodation complexes



Policy Statement 2.1.2: Housing Authority Responsibilities - In multi accommodation complexes

Tenants are responsible for their own private defined garden/yard areas in multi accommodation complexes.

R 2.1.17 Water consumption charges in shared tenancies



Policy Statement 2.3.6: Tenant responsibilities -
Water consumption charges

Water consumption charges will be divided equally among the tenants who are signatory to the Tenancy Agreement. In the case of a tenancy where one person has been in occupation longer than another, the cost will be apportioned.



Rental Policy Manual - Water Consumption Policy

SUBPART 3 - When things break down

POLICY STATEMENTS

3.1 What is maintenance?

Maintenance is the repair or replacement of items of like type, as opposed to improvements, which are the installation or addition of new appliances or facilities.

Maintenance can be day-to-day which occurs while a tenant is in occupation, vacated which occurs after a tenant vacates, or planned which results from a property survey.

3.2 How is maintenance carried out?

The Housing Authority carries out regular maintenance on all of its rental properties through tendering of maintenance contracts across Western Australia.

3.3 Maintenance Categories

Note: The timeframes for repairs used by the Housing Authority exceed the requirements set out by the Residential Tenancies Act 1987.

Once a need for maintenance is identified, it will be actioned in accordance to one of the following Work Order categories:

1. P1 Emergency Work Orders
2. P2 Urgent Work Orders
3. P3 Priority Work Orders
4. P4 Routine Work Orders

Planned Programs are carried out by liaising with tenants for access or when the property is vacant. The Housing Authority Asset Management Plan is used to improve, protect and prolong the life and safety of the asset using building condition assessments that inform cyclical, refurbishment and improvement programs. These programs are reliant on available budget and priorities.

The Housing Authority Contractors carry out maintenance in accordance with the priority of the repair required.

3.3.1 P1 Emergency Work Orders

Emergency Work Orders are to rectify a life threatening issue and will be rectified within 8 hours of the work order being issued to a Contractor.

Some examples of Emergency Work Orders are:

- to prevent electric shock
- to attend to earth wiring issues
- when there is no power to the property
- to eradicate bee and wasp nests (medical emergency).



For examples of emergency maintenance items see Rule R 3.1: *What happens if a property...?*

3.3.2 P2 Urgent Work Orders

Urgent Work Orders are issued to repair or restore an essential service and must be completed/restored temporarily or permanently within 24 hours of the work order being issued to a Contractor.

Some examples of Urgent Work Orders are:

- when there is no hot water
- to repair blocked toilets
- to repair water leaks.



For examples of urgent maintenance items see Rule R 3.1: *What happens if a property...?*

3.3.3 P3 Priority Work Orders

Priority Work Orders are issued to repair or avoid exposing a person to the risk of injury, or damage to the property and must be completed within 48 hours of the work order being issued to a Contractor.

Some examples of Priority Work Orders are:

- water temperature fluctuating
- no gas hot plates working
- roof Leak (tiled roof)
- cistern overflowing
- cracked toilet bowl.



For examples of priority maintenance items see Rule R 3.1: *What happens if a property...?*

3.3.4 P4 Routine Work Orders

Routine Work Orders are issued where the repair is deemed necessary for adequate functioning of the property but it is not a safety issue or an essential service and must be completed within 28 days from the time of the work order being issued to a Contractor.

Some examples of Routine Work Orders are:

- cracked glass shower screen
- exhaust fan damaged
- TV Reception
- fluorescent light flickering
- internal sliding door off runners
- oven door off hinges (loose or broken).



For examples of routine maintenance items see Rule R 3.1: What happens if a property...?

3.3.5 Discretion for emergency, urgent and priority maintenance

Discretion may be applied by Regional Management where circumstances do not clearly fit the above emergency and priority definitions.

3.3.6 Timeframes for repairs in remote areas

In remote areas, where it is impracticable to meet the timeframes stipulated for emergency, urgent, priority and routine maintenance, the Housing Authority will attend to maintenance work as close to the stipulated timeframes as possible.

3.3.7 Planned maintenance

Planned maintenance is the process of identifying maintenance requirements in key high cost categories through ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance.



Rule R 2.1.12: Housing Authority responsibilities - Planned maintenance

3.3.8 Cyclical maintenance

Cyclical maintenance is long term asset maintenance determined on a property by property basis in accordance with the Strategic Asset Management Framework and budget allocation.



Rule R 3.1.12: What happens if a property needs - painting?

3.4 What is 'after hours'?

'After hours' is defined as outside Maintenance Contractors business hours of 8.00am to 5:00pm Monday to Friday.

3.5 What is a 'non-standard item'?

Property improvements, fixtures and fittings not normally provided by the Housing Authority are termed non-standard items.

Where the tenancy agreement started prior to 1 July 2013, the Housing Authority will generally not maintain non-standard items in a property.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will maintain any non-standard items that are in the property at occupation unless the item is specified as non-functioning in the Ingoing Property Condition Report.



Rule R 3.1.11: What happens if a property needs - a non-standard item repaired?



For examples of non-standard items see Rule R 3.1.1: What happens if a property has a broken air conditioner and Rule R 3.1.2: What happens if a property has a broken bore?



Policy Statement 1.3: Which properties will have ... for examples of standard items in particular dwellings.



Policy Statement 2.4.5: Tenant entitlements - Improvements (including security) and Rule R 2.1.8: Tenant and Housing Authority responsibilities and entitlements regarding - Improvements (including security)



Policy statement 5.2.3 (a): Tenant improvements - Remove unsafe tenant installed improvements

3.6 What does a tenant do if a property needs...

3.6.1 Routine, priority, urgent or emergency maintenance?

A tenant of the property must notify the Housing Authority of any maintenance required as soon as practicable after the damage occurring.



Residential Tenancies Act 1987 s38



Policy Statement 2.5.1: Damage and repairs - Tenant to report damage)

Tenants must call Housing Direct on 1300 137 677 to report the damage.

If urgent repairs are required and the tenant is unable to contact the Housing Authority, the Housing Authority fails to arrange the repairs or the Housing Authority fails to keep the tenant informed, the tenant may arrange for minimum repairs to be completed by a suitable repairer. The Housing Authority will then reimburse the tenant for any reasonable expense incurred.

3.6.2 Emergency or urgent maintenance 'after hours'?

If emergency maintenance is required after hours the tenant is to call Housing Direct on 1300 137 677 to report the damage.

A tenant must remain at home until the contractor arrives or arrange for immediate access or they will be charged with a call out fee.



Rule R 4.1.3 (d) (i): Rules: Tenant liability - Contractor's travel costs the contractor must arrive within three hours. See Policy Statement 3.7.3: When will the Housing Authority attend to emergency maintenance

3.6.2 (a) Tenant charges if not emergency or urgent work

Agents are to advise tenants calling after hours they will be charged a call out fee plus the costs of materials if the work does not fall under the emergency maintenance criteria.

Tenants may elect to have the repairs delayed until normal working hours.



Rule R 4.1.3 (d) (i): Rules: Tenant liability - Contractor's travel costs

3.7 When will the Housing Authority...

3.7.1 enter a property for maintenance purposes?



Under the Residential Tenancies Act 1987 an owner may only enter the premises under the following circumstances:

- (a) in any case of emergency;
- (b) for conducting routine inspections of the premises or any other purpose, on a day and at a reasonable time, specified by notice in writing given to the tenant —
 - (i) not less than 7 days before the proposed entry; and
 - (ii) within 14 days before the proposed entry;
- (c) at any reasonable time for the purpose of collecting the rent under the agreement, where it is payable not more frequently than once every week and it is agreed that the rent be collected at the premises;
- (d) under section 77(4);
- (e) for the purpose of carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry.

3.7.2 attend to routine maintenance?

The Housing Authority will attend to routine maintenance during normal working hours within 28 calendar days. It will not attend 'after hours'.



Policy Statement 3.4: What is 'after hours'?



Policy Statement 3.3.4: What is routine maintenance?



Rule R 3.1: What happens if a property...for examples of routine maintenance

3.7.3 attend to emergency maintenance?

The Housing Authority will attend to emergency maintenance problems during and after normal working hours, within eight (8) hours.



Rule R 3.1: What happens if a property...for examples of emergency maintenance

3.7.3 (a) In strata complexes

In cases of emergency maintenance, or where co-operation is not forthcoming from the Strata Company to the detriment of the Housing Authority tenant, work may proceed at the discretion of Property Service Officers (Metro Regions) or Area/Assistant Managers. Reimbursement will be sought from the Strata Company by the Property Service Officers.



Policy Statement 2.1.2: Housing Authority responsibilities - In multi accommodation complexes



Strata Titles Act 1985

3.7.4 attend to urgent maintenance?

The Housing Authority will attend to urgent maintenance problems during and after normal working hours within 24 hours.



Rule R 3.1: What happens if a property...for examples of urgent maintenance

3.7.5 attend to priority maintenance?

The Housing Authority will attend to priority maintenance problems during normal working hours within 48 hours.



Rule R 3.1: What happens if a property...for examples of priority maintenance

3.7.6 do maintenance on properties to be developed or demolished?

Properties identified for redevelopment or demolition will receive only essential maintenance as determined by regional management.

Essential maintenance will be carried out to ensure the property is functional and the tenant's health and safety are not in jeopardy.

Any improvement or refurbishment of a property may be determined by the Housing Authority's Strategic Asset Management Plan.



[Rule R 5.5.7: Assessing vacated tenant liability - Properties to be demolished or refurbished](#)

3.8 Damage claimable on Housing Authority building insurance

For some damage the Housing Authority may claim on insurance. In order to claim on insurance an **event** must have occurred e.g. fire, impact.

Insurance payments can either be recoverable or non-recoverable. If the damage is caused by a natural event or is accidental it is deemed non recoverable.



For more detail on insurance claims see
[Rule R 6.1.1: Rules - Insurance](#)

3.9 Damage caused intentionally or through neglect or recklessness (tenant liability)

Tenants are responsible for the cost of:

- All internal and external maintenance and repairs to a property caused intentionally or through neglect or recklessness (whether by misuse or otherwise); and
- Heavy cleaning and rubbish removal on vacation.



[Rule R 4.1: Tenant Liability](#)

3.10 New Living, Redevelopment and Refurbishment Programs



[Policy Statement 2.1.4: New Living, Redevelopment and Refurbishment Programs](#) and [Rule R 2.1.13: Tenant options during refurbishment](#)

RULES

R 3.1 What happens if a property...

R 3.1.1 has a broken air conditioner?



Policy Statement 3.5: What is a non-standard item?

Policy Statement 2.1.3: Housing
Authority responsibilities - non-standard
items

Where the tenancy agreement started prior to 1 July 2013, the Housing Authority will retain and make safe but will not maintain air conditioners. Alternatively, the Housing Authority may remove non-functioning air conditioners where practicable.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will retain, repair or replace air conditioners that were in the property when the tenant occupied unless the air conditioner was specified as non-functioning in the Ingoing Property Condition Report.



Policy statement 1.3.1: Which properties will have -
cooling



Policy statement 2.4.1: Tenant entitlements -cooling

R 3.1.2 has a broken bore?



Policy Statement 3.5: What is a non-standard item?

Policy Statement 2.1.3: Housing
Authority responsibilities - non-standard
items

Where the tenancy agreement started prior to 1 July 2013, the Housing Authority will retain and make safe but will not maintain bores.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will retain, repair or replace bores that where in the property when the tenant occupied unless the bore was specified as non- functioning in the Ingoing Property Condition Report.

R 3.1.3 has a broken door or window?






Policy Statement 3.3.1: What is
emergency maintenance?



Policy Statement 3.3.2: What is urgent maintenance?

Policy Statement 3.7.3: When will the Housing

-  *Authority respond to emergency maintenance?*
-  *Policy Statement 3.7.4: When will the Housing Authority respond to urgent maintenance?*
-  *Policy Statement 2.1.1: Housing Authority responsibilities - Generally*

The Housing Authority will respond on an **emergency** basis to:

- Faulty door locks – external only (when property cannot be secured or where tenant is locked inside property with no other exit point)

The Housing Authority will respond on an **urgent** basis to:







- Requiring glass replacement
- Broken or faulty window frames where the window cannot be secured.

Solid core, hinged barrier screen and sliding barrier doors will be installed to rental dwellings when replacement of existing doors is required



Rule R 3.1.7: What if a property has broken glass?

R 3.1.4 has an electrical fault

-  *Policy Statement 3.3.1: What is emergency maintenance?*
-  *Policy Statement 3.7.3: When will the Housing Authority respond to emergency maintenance?*
-  *Policy Statement 3.3.2: What is urgent maintenance?*
-  *Policy Statement 3.3.3: What is priority maintenance?*
-  *Policy Statement 3.7.5: When will the Housing Authority respond to priority maintenance?*
-  *Policy Statement 2.1.1: Housing Authority responsibilities - Generally*

The Housing Authority will respond to the following electrical faults on an **emergency basis**:

- No power (completely)
- Electric shocks, sparks etc.
- Stove completely out of action
- No light (completely), including common lighting (Not applicable to security lighting.)

The Housing Authority will respond to the following electrical faults on a **priority basis**:

- Security

- Stoves – where two or more parts are not working

The tenant is to be informed that should any fault be caused by a faulty appliance or a non-connection by the power authority, the costs of the service will be charged to the tenant.

Where the tenant reports a problem of no lights and power, they should be advised to first check that the problem is not due to:

- omitting to reset circuit breaker switches (where installed), or
- a power authority fault or grid failure.

Note: Claims for fusion damage are made under the tenant’s household content’s policy. However the Housing Authority will be responsible for fusion damage that occurs as a consequence of proven faulty wiring or other related electrical problems



Rule R 4.1.3 (b): Tenant liability: Type of damage tenant charged for - Appliances

R 3.1.5 Needs fencing repaired or installed?



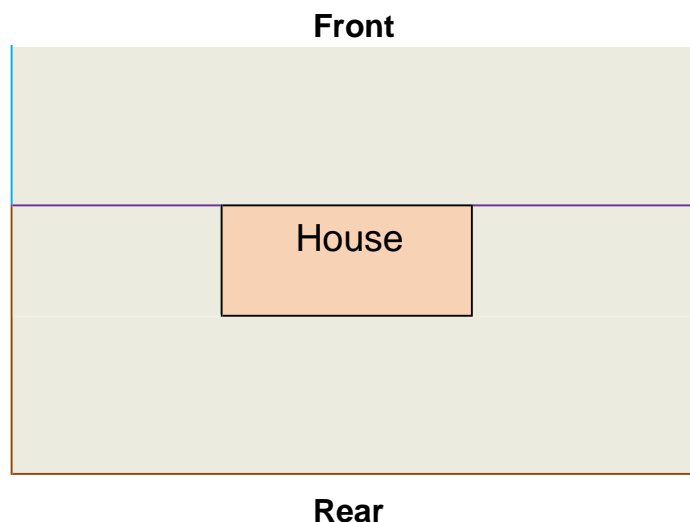
Policy Statement 2.1.1: Housing Authority responsibilities - Generally



Policy Statement 3.3.4: What is routine maintenance?



Policy Statement 3.7.2: When will the Housing Authority – attend to routine maintenance?



- _____ Return fence
- _____ Wing fence
- _____ Boundary fence

The Housing Authority will arrange for fencing repairs or installation depending on the type of fence and the circumstances involved.

Fencing should be maintained in a safe condition and perform its basic function.



Rule R 2.1.5: Tenant and Housing Authority responsibilities and entitlements regarding - Fencing

R 3.1.5 (a) Provision of Wing fences

Wing fences are provided to existing properties for tenants with preschool children.

Where priority cannot be granted in a financial year, tenants may install a wing fence at their own expense, provided that written authorisation is granted by the Housing Services Officer. The fence must comply with local shire laws and regulations and Housing Authority standards and specifications.

Tenants requiring wing fencing for other reasons (e.g. security) will be granted wing fencing at the discretion of the Regional Management.

R 3.1.5 (b) Repair of dividing and wing fences

Where dividing or wing fencing becomes unsafe or unsightly the Housing Authority will inspect, repair or replace as determined by the inspecting officer. An agreement will be made with any private owner if a boundary fence is affected.



Regarding Housing Authority legislative compliance and arrangements with neighbours when erecting a dividing fence (see Policy Statement 6.2: Fencing)

R 3.1.5 (c) 'Sufficient Fence'- (Dividing and wing fences)



The Housing Authority will build a "sufficient fence" when constructing or repairing a dividing fence (see Dividing Fences Act 1961) or wing fence using material, and to a height acceptable to the area and local by-laws.

A sufficient fence is:

- a fence prescribed by a local government law; or
- a fence of any standard agreed upon by adjoining owners provided that it does not fall below the standard prescribed by the relevant local government law



See Dividing Fences A Guide for further information about regulations regarding dividing fences.

R 3.1.5 (d) No cost to tenants for dividing and wing fences

Housing Authority tenants are exempt from contributing to the cost of construction and repair of a dividing or wing fence however if the tenant has caused the damage to the fence see:



Policy Statement 4.1: *Tenant liability* and Rule R 4.1.3 (f): *Tenant liability - Fencing*



For recovering costs from owners of adjoining properties see Rule R 6.2.4 *Fencing - Who pays for what?*

R 3.1.5 (e) Front and return fences

R 3.1.5 (e) (i) Provision of return fences

A return fence may be provided only in special circumstances; for example, to prevent heavy pedestrian traffic on a corner block, security, to keep livestock away in country areas.



Return fencing will also be provided in compliance with the *Dividing Fences Act 1961*; or



Dividing Fences - A Guide.)

A tenant is not permitted to install their own return fence.



Regarding legal requirements of erecting and repairing dividing fences and arrangements with neighbours see Policy Statement 6.2: *Fencing (dividing)* and Rule R 6.2: *Fencing*

R 3.1.5 (e) (ii) Front Fences

The Housing Authority does not install front fencing.

A tenant may install a front fence at his/her own cost, provided that it meets local government laws and regulations, the Housing Authority's standards and specifications, and the tenant agrees in writing to maintain the structure at their own expense.

R 3.1.5 (e) (iii) Front and Return Fences - Repair

If return fences or front fence becomes unsafe or unsightly:

- Where the tenancy agreement started prior to 1 July 2013 the Housing Authority will remove the fence if the tenant does not wish to maintain it. The removal will be a cost to the tenant, if that tenant erected the fence
- The Housing Authority will replace the fence if it was in place

when the tenant occupied and the tenancy agreement started on or after 1 July 2013 (see Rule R 4.1.3 (f): *Tenant liability - Fencing*)

The Housing Authority may come to an agreement with a private owner concerning the construction or maintenance of a return fence where funds are available.



Regarding legal requirements of erecting and repairing dividing fences and arrangements with neighbours see Policy Statement 6.2: *Fencing (Dividing)*; and Rule R 6.2: *Fencing*

R 3.1.6 has a gas leak or fault?



Policy Statement 3.3.1: *What is emergency maintenance?*



Policy Statement 3.7.3: *When will the Housing Authority respond to emergency maintenance?*



Policy Statement 3.3.3: *What is urgent maintenance?*



Policy Statement 3.7.4: *When will the Housing Authority respond to urgent maintenance?*



Policy Statement 2.1.1: *Housing Authority responsibilities - Generally*

The Housing Authority will respond on an **emergency basis** to:

- Gas Leaks

Tenants should turn gas bottles/gas off where applicable.

(Note: Where the gas leak occurs in the line between the road and the gas meter inside the box, this is the responsibility of the gas provider and they must be contacted for repairs. All other gas repairs are the responsibility of the Housing Authority).

The Housing Authority will respond on a **routine basis** to:

- Faults to regulator or pig tails (LPG)

R 3.1.7 has broken glass?



Policy Statement 3.3.1: *What is emergency maintenance?*



Policy Statement 3.7.3: *When will the Housing Authority respond to emergency maintenance?*



Policy Statement 3.3.3: *What is priority maintenance?*



Policy Statement 3.7.4: When will the Housing Authority respond to priority maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The Housing Authority will respond on a **priority** basis to:

- Any broken (not cracked) glass

However, broken glass will receive an emergency response if circumstances meet emergency criteria see



Policy Statement 3.3.1: What is - Emergency maintenance?



Rule R 4.1.3 (k): Tenant liability - Type of damage or items tenants charged for -glazing



Rule R 6.1.1 (f) (ii): Insurance claims and repair costs for property damage - specific items -glazing

R 3.1.8 has a broken heater?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally



Policy Statement 2.4.3: Tenant entitlements - Heating

The Housing Authority will respond on a **priority** basis to a broken room heater.

Servicing of unflued heaters will be undertaken on a biennial basis (every two years), however tenants may still request a service if the heater is not functioning as intended.



Policy Statement 1.3.3: Which properties will have - heating



Policy Statement 2.4.3: Tenant entitlements - heaters; and Rule R 2.1.7: Tenant and Housing Authority responsibilities and entitlements - heaters

R 3.1.9 needs an improvement?



Policy Statement 2.4.5: Tenant entitlements - improvements/fixtures (including security) and Rule R 2.1.8: Tenant and Housing Authority responsibilities and entitlements: Improvements/fixtures (including security)

R 3.1.10 has a broken hot water system?



Policy Statement 3.3.3: What is priority maintenance?



Policy Statement 3.7.4: When will the Housing Authority respond to priority maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The Housing Authority will respond on an **urgent** basis:

- if no hot water (repair or install)

R 3.1.11 needs a non-standard item repaired?



Policy Statement 3.5: What is a non-standard item?

Where the tenancy agreement started prior to 1 July 2013, the Housing Authority will generally not maintain non-standard items in a property. Non-standard items at the end of their economic lives will be removed by Housing where it is deemed not economical to retain and maintain the item or replaced with standard items as per Housing Authority specifications.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will maintain any non-standard items that are in the property at occupation unless the item is specified as not functioning in the Ingoing Property Condition Report.



Rule R 3.1.1: What happens if a property - has a broken air conditioner, and Rule R 3.1.2: What happens if a property - has a broken bore



Policy Statement 2.4.5: Tenant entitlements - improvements (including security); and Rule R 2.1.8: Tenant and Housing Authority responsibilities and entitlements - Improvements (including security)

R 3.1.12 needs painting?



Policy Statement 3.3.7: What is cyclical maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

R 3.1.12 (a) External painting

External painting is carried out on a needs basis by the Housing Authority.

In remote locations, where the cost of travel and accommodation is high, properties can be painted both internally and externally, at the discretion of Regional Management.

Work on each quoted contract will be carried out to the Housing Authority's

R 3.1.12 (b) Internal Painting

Where the property has not been painted internally for a minimum of ten years, or where there is excessive discolouration, or peeling paintwork, internal painting can be undertaken in conjunction with the external painting under Cyclical Maintenance. The extent of internal painting is at the discretion of the Regional Management.



Rule R 4.1.3 (n): Tenant liability: Type of damage or items tenants charged for - Painting (internal)

R 3.1.13 is infested with pests?



Policy Statement 3.3.1: What is emergency maintenance?



Policy Statement 3.3.4: What is routine maintenance?



Policy Statement 3.7.5: When will the Housing Authority respond to priority maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

R 3.1.13 (a) Housing Authority responsibilities

The Housing Authority will respond on an **emergency basis** to an infestation of:

- Bees and wasps

The Housing Authority is responsible for the eradication of:

- termites, Singapore ants, bees and wasps in all accommodation types
- cockroaches, fleas, bed bugs, common ants (severe infestation only where undermining paving occurs) and other pests where the infestation occurs:
 - in any accommodation type in the tenant's private defined area within three months of the tenant occupying or where the tenant's actions are not responsible for the infestation
 - in an estate on common ground

- in a strata property on common ground (to be negotiated with the strata company).

The Housing Authority will engage only licensed pest control operators who operate under Department of Health regulations.

The Housing Authority will spray only where infestation occurs in the actual dwelling, not in areas outside, such as trees, fences, etc. With the exception of a severe infestation of common ants where the activity of the ants undermines the stability of a brick paved area resulting in a hazardous risk of tripping to pedestrian traffic.

Where special circumstances occur, in all cases discretion may be exercised by regional management.

All spraying will be carried out in accordance with the Australian Standards AS 3660.2.

R 3.1.13 (a) (i) Advice to tenant

Where property is occupied the contractor is to inform the tenant of safety precautions and adhere to safe work practices.

R 3.1.13 (b) Tenant responsibilities

Eradication of cockroaches, fleas, bed bugs common ants (severe infestation only where undermining of paving occurs) and other pests is the responsibility of the tenant in the tenant's private defined area where it is a result of the tenant's actions, except:

- where the infestation occurs within three months of the tenant occupying.

R 3.1.14 has a plumbing problem?



Policy Statement 3.3.1: *What is emergency maintenance?*



Policy Statement 3.7.3: *When will the Housing Authority respond to emergency maintenance?*



Policy Statement 3.3.2: *What is urgent maintenance?*



Policy Statement 3.7.4: *When will the Housing Authority respond to urgent maintenance?*



Policy Statement 2.1.1: *Housing Authority responsibilities - Generally*

R 3.1.14 (a) Burst water pipe

The Housing Authority will respond on an **emergency** basis to:

- Burst Water Pipes

Note: If the emergency call occurs on the day prior to the next working

day, then the work can wait and be carried out the following morning, providing the main can be turned off. If the main cannot be turned off immediate action is required.

R 3.1.14 (b) Blocked/ broken toilet (ped pan)

The Housing Authority will respond on a **priority** basis to:

- a blocked toilet - in all dwelling types
- a cracked or broken ped pan (requiring replacement).



Rule R 4.1.3: Tenant Liability – Plumbing Blockages.

R 3.1.14 (c) Blocked waste pipe

The Housing Authority will respond on a **priority** basis to:

- Blocked waste pipe (e.g. from sink, bath, basin through to ground) - in all dwelling types.



Rule R 4.1.3 : Tenant Liability - Plumbing blockages

R 3.1.14 (d) Septic tanks/soak wells

The Housing Authority will respond on an **emergency** basis to:

- Overflowing or collapsed septic tanks or soak wells only where causing a health hazard.

Single detached and duplex housing to receive attention up to noon on the day prior to the next working day.

The Housing Authority will respond on a **priority** basis to:

- Soakwells – collapsed, ground subsiding, newlids.

R 3.1.14 (e) Broken tap washer

The Housing Authority will respond on a **urgent** basis to:

- Tap washers – If tap running only, not dripping

R 3.1.15 has a leaking roof?



Policy Statement 3.3.3: What is priority maintenance?



Policy Statement 3.7.4: When will the Housing Authority respond to priority maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The Housing Authority will respond on a **priority** basis to:

Roof leaks – during wet season only

R 3.1.16 needs security?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally



See Policy Statement 2.4.5: Tenant entitlements-Improvements/fixtures (including security); and Rule R 2.1.8: Tenant and Housing Authority responsibilities and entitlements: Improvements/fixtures (including security)

R 3.1.17 has a broken smoke alarm?



Policy Statement 3.3.1: What is emergency maintenance?



Policy Statement 3.7.3: When will the Housing Authority respond to emergency maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The Housing Authority will respond on an **emergency** basis where the smoke alarm:

- does not appear to be working
- appears to be broken
- appears to be damaged



Policy Statement 1.3.8: Which properties should have – Smoke alarms



Rule R 2.1.14: Tenant and Housing Authority responsibilities regarding - Smoke alarms and Rule R 4.1.3 (g): Tenant liability - Fires when smoke alarm damaged

R 3.1.18 has an expired smoke alarm?



Policy Statement 3.3.1: What is emergency maintenance?



Policy Statement 3.7.3: When will the Housing Authority respond to emergency maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally



Policy Statement 1.3.8 (a) Smoke Alarm requirements

The Housing Authority will respond on an emergency basis where the smoke alarm:

- is older than 10 years of age from the manufacture date
- is past the 10 year expiry date

The Housing Authority will respond on a priority basis where the smoke alarm:

- is almost 10 years of age from the manufacture date
- is about to pass the 10 year expiry date

R 3.1.19 has a broken stove?



Policy Statement 3.3.3: What is priority maintenance?



Policy Statement 3.7.5: When will the Housing Authority respond to priority maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The Housing Authority will respond on a **priority basis** to:

- A stove which is completely non-functional
- A stove where two or more parts are not working

R 3.1.20 has damaged caused intentionally or through neglect or recklessness (tenant liability)?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

Damage will be repaired as per the policy in which the item falls under however tenant liability will be charged if the damage was caused intentionally or through neglect or recklessness.



See Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant Liability

R 3.1.21 has a dangerous tree?




Policy Statement 3.3.3: What is priority maintenance?



Policy Statement 3.7.5: When will the Housing Authority respond to priority maintenance?



Policy Statement 2.1.1: Housing Authority responsibilities - Generally

The lopping of trees on a Housing Authority property is the responsibility of the tenant (see  Rule R 2.1.15: Tenant and Housing Authority responsibilities and entitlements regarding - Tree Lopping) however the Housing Authority will attend on a **priority basis** to any dangerous situation from a tree posing an immediate threat to persons or property.

The Housing Authority will lop trees that are a danger to life or a hazard to the rental property, adjoining properties, or power lines.



Rule R 2.1.15: Tenant and Housing Authority responsibilities and entitlements regarding - Tree Management and Rule R 4.1.3 (g): Tenant liability - Type of damage or items tenants charged for - Tree Management

Before the Housing Authority attends on a priority basis to a dangerous tree call an inspection will be conducted.

SUBPART 4 - Tenant liability

POLICY STATEMENTS

4.1 Tenant charges (tenant liability)

Tenants are responsible for the cost of:

- All internal and external maintenance and repairs to a property caused intentionally or through neglect or recklessness (whether by misuse or otherwise);
- Whether it is caused by themselves and/or by someone on the property with the tenant/s permission; and
- Heavy cleaning and rubbish removal on vacation. These charges are called tenant liability (TL).



Rule R 4.1: *Tenant Liability* for guidelines on specific types of damage and charges.



Rule R 5.5: *Assessing vacated tenant liability*



Policy Statement 6.1.2: *Recovery of damage costs: Wilful damage or arson*

RULES

R 4.1 Tenant liability



Policy Statement 4.1: Tenant charges (tenant liability)

R 4.1.1 During occupation or on vacation

A tenant liability charge may be incurred during occupation or on vacation.



R 5.5.1 Outgoing Property Condition Reports (includes properties to be demolished) - Timeframes

R 4.1.2 Factors affecting tenant liability assessment



Policy Statement 4.1: Tenant charges (tenant liability)

The tenant liability assessment will be based solely on the physical situation encountered. The decision not to charge tenant liability based on tenancy factors can be made by the inspecting officer who must clearly document the reasons for concessions granted and have the decision vetted by an independent officer. Factors to consider are fair wear and tear, accidental damage and damage caused by Family violence.

R 4.1.3 Type of damage or items tenants charged for



Policy Statement 4.1: Tenant charges (tenant liability)

Note: The following is a list of items that, tenant liability may be charged for. It is not intended to provide an exhaustive list of tenant liability items. It is merely a description of specific items where further guidance may be required.

R 4.1.3 (a) Adjoining properties

Tenants will be charged for tenant liability for damage caused intentionally or through neglect or recklessness to adjoining Housing Authority properties.

R 4.1.3 (b) Appliances

Where tenant liability is charged for damage to an appliance the tenant will be charged a percentage of the costs depending on the age of the appliance. The percentage of costs will be as follows:

- 0 - 3 years old 80%
- 3 - 5 years old 50%
- 5 - 9 years old 25%

Tenant liability will be waived where the appliance is over 9 years old.

R 4.1.3 (c) Cleaning and rubbish removal

Tenants are responsible for the cost of heavy cleaning and rubbish removal on vacation.



As cleaning and rubbish removal is only charged for on vacation see Policy Statement 5.1.3: Tenant responsibilities when vacating - Damage and cleaning expenses and Rule R 5.5: Assessing vacated tenant liability

R 4.1.3 (d) Contractor's costs

R 4.1.3 (d) (i) Travel costs

Where the total of the Work Order is charged to tenant liability (i.e. *all items*), then any travel charges associated with the Work Order will also be charged as tenant liability. Where charges are part maintenance and part tenant liability, no travel costs are to be charged.

R 4.1.3 (d) (ii) Call out fees and travel costs for emergency maintenance if tenant not home

A tenant will be charged tenant liability for a call out fee and travel costs, whether after hours or not, for an emergency job if they do not remain at home until the contractor arrives, or do not arrange for immediate access (contractor must arrive within eight hours).



See Policy Statement 3.3.1: What is - Emergency maintenance?



Policy Statement 3.6.1: What does a tenant do if they need routine, priority, urgent or emergency maintenance?

R 4.1.3 (d) (iii) After hours emergency call out fees

Tenants will be charged the minimum call out fee plus the costs of materials if a contractor is sent out and the work does not fall under the emergency maintenance criteria.



See Policy Statement 3.3.1: What is emergency maintenance?



Policy Statement 3.4: What is 'after hours'?



Policy Statement 3.6.2: What does a tenant do if a property - needs emergency maintenance 'after hours'
'
'

R 4.1.3 (d) (iv) Tenant Arrangements – Travel Costs

Travel costs will be charged as tenant liability if the tenant defaults on any arrangements made with the contractor.



Policy Statement 3.6.1: What does a tenant do if they need routine, priority, urgent or emergency maintenance?

R 4.1.3 (e) Electrical faults

- Where electrical faults are proven to have been caused by tenant's faulty appliances, tenant liability will be charged. Discretion should be applied if the tenant was not aware the appliance was faulty,
- Where an unauthorised person without the appropriate ticket to do the work has carried out electrical work with permission of the current tenant, tenant liability will be charged.
- Where electrical costs arise from disconnection by Western Power due to non-payment of account, tenant liability will be charged.



Rule R 3.1.4: What happens if a property - has an electrical fault?

R 4.1.3 (f) Fencing

If the Housing Authority has to remove a fence installed by the occupying tenant, tenant liability will be charged.



see Rule R 3.1.5 (e) (iii): What happens if a property needs fencing repaired or installed - front and return fences - repair

Where the damage has been caused by a Housing Authority tenant to a dividing fence tenant liability will be charged with no cost to the private owner.



Rule R 3.1.5: What happens if a property needs fencing repaired or installed?

R 4.1.3 (g) Fires when smoke alarm is damaged

Where a smoke alarm is damaged by the occupant and rendered ineffectual:

- any resulting damage may be charged as tenant liability.



Rule R 2.1.14: Tenant and Housing Authority responsibilities and entitlements - Smoke alarms



Rule R 3.1.17: What happens if a property - has a broken smoke alarm

R 4.1.3 (h) Floors- strip and polish

Stripping and polishing of floors should only be charged as tenant liability in certain cases and should not be an automatic charge. Tenant liability should only be charged for example when excessive scuffing on the floors has occurred or remnants of a rubber-backed carpet or glue need to be removed.

R 4.1.3 (i) Fly wire

Where new fly wire is required within five years, of the last installation, tenant liability will be charged. The percentage of tenant liability to be charged will be as follows:

Time since last fly wire installed by the Housing Authority:

- Up to one year 100%
- One to two years 80%
- Two to three years 60%
- Three to four years 40%
- Four to five years 20%
- Five years and over Nil

R 4.1.3 (j) Forced entry damage

Where the Housing Authority makes a forced entry, any damage will be charged as tenant liability e.g. forced entry to an abandoned property or due to the tenant losing the keys.



Rule R 4.1.4 (c): Tenant Liability: Types of items or damage not charged to tenant: Forced entry by police

R 4.1.3 (k) Glazing

Glazing repairs will be identified as either tenant liability or insurance (recoverable or non-recoverable)



See: Rule R 6.1.1 (f) (ii): Recovery of damage costs - Insurance claims and repair costs for property damage; claims for specific items: glazing)

Exception:

- Bathroom mirrors (re poly or beading) which have deteriorated

due to age.

- Shower screens which have cracked for reasons other than intentional, negligent or reckless damage by the tenant.

The above exceptions will be charged to maintenance.

Tenant liability will be charged for glass breakage where there is a history of this type of damage.



Rule R 3.1.7: What happens if a property has broken glass?

R 4.1.3 (l) Grounds/yard maintenance

Any costs associated with mowing lawns, slashing grass, cutting edges or rubbish removal, including car bodies and vehicular tires, will be charged as tenant liability. However, discretion may be applied, for instance in regional areas where grass grows quickly in certain months.

Tenant liability will be charged where the Housing Authority has landscaped the property, and the tenant has, intentionally or through neglect or recklessness caused damage that requires replacing or repairing the yard back to the original state - this includes damage to garden taps, reticulation and other underground water or gas pipes.



Rule R 5.5.8: Assessing vacated tenant liability: Waiver of tenant liability (cleaning and rubbish removal)

R 4.1.3 (m) Lost keys

Tenant liability will be charged to replace lost keys and locks and barrels if required.

Discretion may be applied under a review or appeal process.



Policy Statement 2.3.2: Tenant responsibilities -Keys

R 4.1.3 (n) Painting

Where painting of internal surfaces is required within five years, of the last paint, tenant liability will be charged. The percentage of tenant liability to be charged will be as follows:

Time since last paint by the Housing Authority:

- Up to one year 100%

- One to two years 80%
- Two to three years 60%
- Three to four years 40%
- Four to five years 20%
- Five years and over Nil



Rule R 2.1.10: Tenant and Housing Authority responsibilities and entitlements regarding - Painting (internal) and Rule R 2.1.2: Tenant and Housing Authority responsibilities and entitlements regarding - Cyclical maintenance



Rule R 3.1.12: What happens if a property - needs painting

R 4.1.3 (o) Plumbing blockages

Where a plumbing blockage can be identified as intentionally or negligently caused by the tenant, tenant liability will be charged e.g. cutlery, clothing, sanitary items, cans, and bottles.

Where there is proven excessive and unauthorised overcrowding resulting in regular pump-outs of septic/sullage wells, tenant liability will be charged.

(Contractors are requested to report the cause of all blockages to ped pans, waste pipes and sewer lines).



Rule R 3.1.14: What happens if a property - has a plumbing problem

R 4.1.3 (p) Tenant installed items

R 4.1.3 (p) (i) Floor coverings

Tenant liability will be charged for damage caused in the laying or removal of tenant floor coverings (including to Quarter round (Quad)).

R 4.1.3 (p) (ii) Removal or repairs of substandard alterations

The cost of repairs to remove substandard alterations or additions will be charged to the tenant as tenant liability.



Rule R 2.1.8: Improvements/fixtures (including security)

R 4.1.3 (p) (iii) Front fencing

If fencing becomes unsafe or is unsightly, the Housing Authority will remove it if the tenant does not wish to maintain it. The removal will be a cost to the tenant, if that tenant erected the fence



Rule R 2.1.5: Tenant and Housing Authority responsibilities and entitlements regarding - Fencing

R 4.1.3 (q) Tree Management

If a tenant fails to notify the Housing Authority of a dangerous tree



See Rule R 2.1.15: Tenant and Housing Authority responsibilities - Tree Management) the Housing Authority may charge the tenant with the cost of lopping.



Rule R 3.1.21: What if a property has - a dangerous tree?

R 4.1.3 (r) Window Cleaning



See Rule R 5.5.4: Assessing vacated tenant liability – window cleaning



Rule R 5.5.8: Assessing vacated tenant liability - Waiver of tenant liability (cleaning and rubbish removal)

R 4.1.4 Type of items or damage not charged to tenant



Policy statement 4.1 Tenant charges (tenant liability)

R 4.1.4 (a) Fair Wear and Tear

Fair wear and tear is not charged as tenant liability. Fair wear and tear means the gradual and expected deterioration to fixtures and fittings caused by normal usage over time.

R 4.1.4 (b) Accidental damage

When assessing tenant liability, accidental damage must be considered. Tenant liability will only be charged when there is clear evidence to support the contention that the damage was caused intentionally or through neglect or recklessness

R 4.1.4 (c) Forced entry by police

Where the police have initiated a forced entry to Housing Authority properties any associated damage will be charged to maintenance, insurance non recoverable accidental.

E.g. forced entry to apprehend a tenant or visitor, or because the Housing Authority is concerned for the welfare of the tenant.

Discretion may be exercised to charge tenant liability in circumstances where there are repeated forced entries by police.



Rule R 6.1.1: Recovery of damage costs - Insurance claims and repair costs for property damage



Rule R 4.1.3 (j): Tenant Liability - Type of damage or items tenants will pay for - Forced entry

R 4.1.5 Damage by persons not signatory to the tenancy agreement



Policy statement 4.1: Damage and repairs - Damage charges (tenant liability)

R 4.1.5 (a) Tenant to provide identity details of persons responsible for damage

Where the tenant is aware of the identity or address of any person/s responsible for the damage, these details must be supplied to the Housing Authority for the purposes of making an insurance claim. The cost of repairs will be charged to the tenant until this information is received and verified.



Rules 6.1.1 Recovery of damage costs - Insurance claims and repair costs for property damage



Rule R 5.5.6: Assessing vacated tenant liability – damage by vandals after vacation



See *Family Violence Policy* in situations where domestic violence is suspected to have contributed to damage done.

R 4.1.6 Tenant responsible for damage until the tenancy agreement ceases



Policy statement 4.1: *Damage and repairs - Damage charges (tenant liability)*

A tenant will be responsible for any damage to the property until they vacate and the tenancy agreement is formally ended.



Regarding vacation generally see Subpart 5: *When a tenant moves out?*



Rule R 5.5.6: *Assessing vacated tenant liability – damage by vandals after vacation*

R 4.1.6 (a) If tenant abandons the property

If the tenant abandons the property or fails to return the keys they will be responsible for any damage until the Outgoing Property Condition Report is done.



Policy Statement 5.2: *Housing Authority responsibilities and tenant - entitlements when a tenant vacates*



Policy Statement 5.2.2 (b): *Vacated Property Condition Reports*

They will also be charged tenant liability for the cost of replacing the locks and keys if the keys are not returned as per Rule R 4.1.3 (m): *Tenant Liability - Lost keys or locks.*

R 4.1.7 How tenant liability charges are divided in shared tenancies and families



Policy statement 4.1: *Damage and repairs - Damage charges (tenant liability)*

If the tenancy is shared, tenant liability will be assessed on a percentage basis for communal areas, and 100% for individual bedroom areas.

For families, cost will be apportioned according to the number of tenant signatures on the Tenancy Agreement, although apportionment may vary in cases where domestic violence is involved.



See *Family Violence Policy*

R 4.1.8 Disputes regarding tenant liability charges



Policy statement 4.1: *Damage and repairs - Damage charges (tenant liability)*

R 4.1.8 (a) Unsubstantiated tenant liability charges

When the Housing Authority has not substantiated a tenant liability debt this will be waived and the tenant will not be charged.

R 4.1.8 (b) Appeals

The Housing Authority will use its Housing Appeal Mechanism (HAM) wherever possible to resolve disputes regarding tenant liability.



see Housing Appeals Mechanism



Rule R 5.5.8: *Assessing vacated tenant liability - Waiver of tenant liability (cleaning and rubbish removal)*



Rule R 6.1: *Recovery of damage costs*



Rental Policy Manual - *Bond Accrual Policy*

Subpart 5 - When a tenant moves out

POLICY STATEMENTS

5.1 Tenant responsibilities when vacating

5.1.1 Notice of intention to vacate



A tenant must give 21 days' notice of intention to vacate, as required by the Residential Tenancies Act 1987



See Rental Policy Manual - Tenancy Management Policy s26: Ending a tenancy by tenant

When notice is given to vacate the Housing Authority will arrange a Pre-vacation Inspection.



Rule R 5.1: Pre-vacation Inspections

Rule R 5.2: Abandoned properties and

Rule R 5.3: Deceased estates-removal of property

5.1.2 When tenant maintenance responsibilities expire

A tenant is responsible for the property until the tenancy agreement is formally ended. Rent is also payable until this point see Rental Policy Manual.



Rule R 5.4: If tenant fails to return keys




See Rental Policy Manual - Tenancy Management Policy s26 - Ending a tenancy by tenant

5.1.3 Damage and cleaning expenses (tenant liability)

Tenants are responsible for the cost of:

- All internal and external maintenance and repairs to a property caused intentionally or through neglect or recklessness (whether by misuse or otherwise);
- Whether it is caused by themselves and/or by someone on the property with the tenant/s permission; and
- Heavy cleaning and rubbish removal on vacation. These charges are called tenant liability (TL).

Occupied tenant liability is charged to a tenant during their tenancy. Vacated tenant liability is charged to a tenant when they vacate a property.  Rule R 4.1: Tenant Liability for guidelines on charges for damage to specific items.

5.1.3 (a) Cleaning and rubbish removal

Where one or more aspects of a vacated property requires heavy cleaning or rubbish removal, the cost of a heavy clean on those aspects will be identified as tenant liability.



Rule R 5.5.2: Assessing vacated tenant liability: Heavy clean

5.2 Housing Authority responsibilities and tenant entitlements when tenant vacates

5.2.1 Pre-vacation Inspection

The Housing Authority will conduct a Pre-vacation Inspection when a tenant gives notice of intention to vacate. This inspection enables the tenant to be advised of the work required.

This gives the tenant the opportunity to rectify items, prior to returning the keys to the Housing Authority.

Rent will be charged until the keys are returned.



Rule R 5.1: Pre vacation inspections

5.2.2 Outgoing Inspection

Housing Authority staff must arrange an Outgoing Inspection, which takes place after the tenant has moved furniture and belongings, and give an assessment of vacated tenant liability charges.



See Rental Policy Manual - Tenancy Management Policy.



Rule R 5.5: Assessing vacated tenant liability

5.2.2 (a) Pre-vacation Inspection conducted in the presence of tenant

The Pre-vacation Inspection and Outgoing Property Condition Report will be prepared on site with the tenant in attendance when the tenant provides sufficient notice of intention to vacate.



See Policy Statement 5.1.1: Tenant responsibilities when vacating - Notice of intention to vacate

5.2.2 (b) Outgoing Property Condition Report (PCR)

An Outgoing PCR will be prepared during the Vacation Inspection to determine the amount of maintenance required to return the property to a re-lettable condition. The Outgoing PCR will be supplied to the tenant within 14 days of the tenant vacating.

The Outgoing PCR will be compared with the Ingoing PCR, which the tenant was given at the commencement of the tenancy. The tenant will be responsible for all costs due to neglect, misuse, willful damage and rubbish removal (Tenant Liability).



Policy Statement 1.2: Assessing the condition of a property - Property Condition Reports and



Rental Policy Manual – Tenancy Management Policy



Rule R 5.5: Assessing vacated tenant liability



For guidelines on charges for damage to specific items see Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant liability

5.2.3 Tenant property improvements/fixtures

5.2.3 (a) Remove tenant installed improvements

The Housing Authority may require the tenant to remove the improvement at their own cost if the Housing Authority is **not** satisfied that the improvement:

- had the required building approval; or
- is structurally sound and safe; or
- complies with relevant building codes and regulations; or
- will be economically viable for the Housing Authority to maintain once the tenant vacates.



Policy Statement 2.4.5: Tenant entitlements: Improvements/fixtures (including security)



Rule R 4.1.3 (o) (ii): Tenant liability: Tenant installed items: removal of substandard alterations

5.2.3 (b) Tenant installed basketball rings

Basketball rings affixed to a wall or structure of the property must be removed on vacation at the cost of the tenant who installed it.

5.2.3 (c) Swimming pools and spa pools

Tenant installed swimming pools and spa pools must be removed on vacation at the cost of the tenant who installed it.

5.2.3 (d) Reimbursement

If a tenant has made any Housing Authority approved improvements or additions, they may seek reimbursement for their costs from the Housing Authority. Any reimbursement will be made at the finalisation of the tenancy subject to the availability of funds. Where funds are unavailable at the finalisation of the tenancy, reimbursement shall be made as soon as practicable, but no more than one month after the finalisation of the tenancy.



See Policy Statement 2.4.5: Tenant entitlements - Improvements/fixtures (including security)



See Rule R 2.1.8 (f): Tenant and Housing Authority responsibilities and entitlements regarding - reimbursement for tenant improvements

5.2.4 Wood burning heaters to be removed

Wood burning heaters will be removed from accommodation in the Metropolitan area at vacant.



Policy statement 2.4.4 Tenant entitlements - heaters
and Rule: R 2.1.7: Tenant and Housing Authority responsibilities and entitlements - Heaters

RULES

R 5.1 Pre vacation inspections



Policy Statement 5.1.1: Tenant responsibilities when vacating - Notice of intention to vacate



Policy Statement 5.2.1: Housing Authority responsibilities and tenant entitlements when a tenant vacates – Pre-vacation Inspection

When notice of intention to vacate is received, Housing Authority staff must give the tenant the opportunity to make arrangements for a Pre-vacation Inspection. A Housing Authority staff member inspects the property before the tenant moves furniture and gives an *estimate* of tenant liability charges. This gives the tenant the opportunity to rectify items prior to returning the keys to the Housing Authority.



Rule R 4.1: Tenant liability

R 5.2 Abandoned properties



Policy Statement 5.1.1: Tenant responsibilities when vacating: Notice of intention to vacate

The Housing Authority will take all steps in accordance with the *Residential Tenancies Act 1987* to inspect and secure the property once they become aware the property has been abandoned.



Rule R 5.4: If tenant fails to return keys

R 5.3 Deceased estates - removal of property



Policy Statement 5.1.1: Tenant responsibilities when vacating - Notice of intention to vacate

Authorised persons are required to remove the personal belongings of a deceased tenant within 14 days. This time may be extended in special circumstances, at the discretion of regional management.



Policy Statement 6.1.3: Policy Statement - Recovery of damage costs - deceased estates

R 5.4 If tenant fails to return keys



Policy Statement 5.1.2: When tenant maintenance responsibilities expire

A tenant who fails to return the keys (e.g. by abandoning the property) will be responsible for any damage to the property until the Outgoing PCR is prepared. The tenant will also be charged with the cost of replacing the keys and locks.



Rule R 4.1.3 (l): Tenant liability: Lost or stolen keys

R 5.5 Assessing vacated tenant liability



Policy Statement 5.2.2: Outgoing Inspection

Tenant liability is assessed with reference to all relevant documentation, including the Ingoing PCR, the Outgoing PCR, maintenance records, Annual Inspection forms and any other evidence. Photographs will be taken to validate tenant liability.



For guidelines on charges for damage to specific items see Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant liability

R 5.5.1 Outgoing Property Condition Reports (includes properties to be demolished) - Timeframes

The Outgoing PCR will be prepared within 24 hours of the property being vacated by the tenant (or one working day) for properties located in metropolitan centres.

This timeframe will be extended to;

- 2 working days for properties located in regional centres.
- 3 working days for properties located between 2 and 3 hours travel time (one way) from a Housing Authority office.
- 5 working days for properties located more than 3 hours travel time (one way) time from a Housing Authority office.

The Housing Authority will aim to meet these timeframes although circumstances may prevent compliance on all occasions.



Rule R 4.1: Tenant liability
Rule R 5.5.6: Assessing vacated tenant liability – damage by vandals after vacation

R 5.5.2 Heavy clean

Where one or more aspects of a vacated property require heavy cleaning or rubbish removal, the cost of heavy clean on those aspects will be identified as tenant liability.

Note: Trades are responsible for cleaning up after their work is completed. If this is not done, contractors are to be debited for any cost incurred.

Heavy cleaning is when scrubbing is required to remove heavy build ups of grime, stains, grease, dirt, marks, cobwebs and dust from surfaces and fittings.

R 5.5.3 Fair wear and tear

Fair wear and tear is not charged as tenant liability.



Rule R 4.1.4 (a): Tenant liability - Type of items or damage not charged to tenant - Fair wear and tear



Rule R 4.1.3: Tenant liability - type of damage or items tenants charged for

R 5.5.4 Window Cleaning

Window cleaning should only be charged as tenant liability in certain cases and should not be an automatic charge e.g.

- If the windows are noted on the Ingoing Property Condition Report as good or clean and require heavy cleaning on vacation, then tenant liability should be charged
- If the windows are above ground level then tenant liability will not be charged unless accessible by landing/balcony.



Rule R 5.5.8: Assessing vacated tenant liability - Waiver of tenant liability (cleaning and rubbish removal)

R 5.5.5 If not all tenants are vacating

If one or more tenant vacates, leaving one or more tenants in the property, the Outgoing PCR must be prepared at the time of vacation of the person leaving, but will assess only damage and emergency maintenance. General cleanliness will not be assessed. Costs will be apportioned at this stage.

How tenant liability charges are divided in shared tenancies and families



See Rule R 4.1.7: Tenant liability - How tenant liability charges are divided in shared tenancies and families

R 5.5.6 Vandal damage after vacation

Tenant liability will be charged based on the physical circumstances the Property Services Officer encounters at the vacating inspection. If a tenant claims that damage was caused by vandals after they vacated they may appeal the charge through the Housing Appeals Mechanism.



See Housing Authority Appeals Mechanism

The following factors will support a tenant's claim:

- A delay of more than one working day between vacation and the PCR being prepared.(this will only support a tenant's claim if they have given the required notice of vacation – see Policy Statement 5.1.1: *Tenant responsibilities when vacating: Notice of intention to vacate*)
- Evidence or witness statements that confirm the property did not have the damage when the tenant vacated
- Evidence that the damage was caused by vandals
- Statements from witnesses to the alleged vandalism
- A tenancy history of good property standards.



Rule R 4.1.5: *Tenant liability - Damage by persons not signatory to tenancy agreement*



Rule R 4.1.8: *Tenant liability - Disputes regarding tenant liability*

R 5.5.7 Properties to be demolished or refurbished

Upon vacation, Housing Authority staff will inspect the property and prepare a full Outgoing Property Condition Report as per the usual procedure noting all items of tenant liability.

R 5.5.7 (a) Properties to be demolished

For properties earmarked for demolition, tenant liability can only be charged for:

- Work Orders issued to bring the property to a clean and tidy state ready to be handed over to the demolition contractors
- Appliances that have been removed, or severely damaged by tenants, although they would not be replaced, they would normally be retained for use in other properties e.g. stoves, heaters or hot water units
- Any damage caused by the tenant intentionally or through neglect or recklessness (whether by misuse or otherwise) prior to or upon vacation, to be charged at salvage value and not new replacement price as per the Housing Authority's schedule item.

R 5.5.7 (b) Properties to be refurbished

Properties may be refurbished for sale or retained as rental stock. Tenant liability is to be charged as per standard policy for vacated properties. All items assessed and identified as tenant liability to be charged and completed under vacated maintenance.

When vetting the PCR, the vetting officer may waive tenant liability items on the grounds that the property is earmarked for refurbishment and sale under the discretionary decision making authority.



See Discretionary Decision Making Policy

This should include consideration that maintenance items have been previously deferred pending the refurbishment, length of tenancy, whether the tenant has been relocated at the Housing Authority's request and the age of the property/item.



Rule R 4.1.8: Tenant liability - Disputes regarding tenant liability

R 5.5.8 Waiver of tenant liability (cleaning and rubbish removal)

Tenant liability for cleaning and rubbish removal may be waived where the tenant's age, disability, impairment or medical condition prevents them from maintaining the property to an acceptable standard.

For a waiver to be granted the tenant must:

- Have no assistance available from family, friends or others; and
- Make a reasonable attempt (where possible) to clean or to keep the premises clean.

A waiver does not extend to the repair of damage caused intentionally or through neglect or recklessness (whether by misuse or otherwise).

A waiver may be in full or in part depending on the tenant's circumstances.

Information that supports the decision to waiver must be noted on the PCR.



Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant liability

Subpart 6 - Legal matters

POLICY STATEMENTS

6.1 Recovery of damage costs

6.1.1 Insurance

The Housing Authority is its own insurer of its buildings.

Household contents are not covered by Housing Authority insurance and are the responsibility of the tenant.

Where the property is part of a strata title, it is covered as part of the Body Corporate Cover.



Rule R 6.1.1: Recovery of damage costs - Insurance claims and repair costs for property damage



See Strata Titles Act 1985

6.1.2 Wilful damage or arson

Where property damage occurs due to wilful damage or arson, the Housing Authority will take legal action through the courts against the tenant or other persons proven to have been responsible for the damage.



Rule R 6.1.1: Recovery of damage costs - Insurance claims and repair costs for property damage



Policy Statement 4.1: Tenant charges (tenant liability)

6.1.3 Deceased estates

Net debts exceeding \$250 will be considered for recovery from a deceased estate. That is, bond and/or rental credits will be offset against any debt, and where the final debt exceeds \$250 it will be considered for recovery. If it is decided to lodge a claim against a deceased estate, the trustee of the estate must be advised, together with proof of debt.

Co-tenancy: If the estate is part of a co-tenancy, the Housing Authority will only pursue the surviving tenant 50% of the debt. However, in the case where the deceased co-tenant is responsible for more than half of the debt, the debt will be apportioned accordingly.



Rule R 5.3: Deceased estates - removal of property



Rule R 4.1.7: Tenant liability - How tenant liability is divided in shared tenancies and families

6.2 Fencing (Dividing)



Refer also to [Dividing fences - a guide](#)

The Housing Authority is responsible for construction, repair and costs of a dividing fence and will comply with the *Dividing Fences Act 1961*. Private owners are expected to repay their proportion of the cost of a dividing fence as is required under the *Dividing Fences Act 1961*.



See [Dividing Fences Act 1961 s1](#).

As an agent for the Crown, the Housing Authority may seek exemption from the *Dividing Fences Act 1961*. However, generally, the Housing Authority does not seek to exercise this right of exemption.

The Housing Authority exercises a right of exemption where the Housing Authority holding is vacant land.



[Rules R 6.2: Fencing](#)

[Rule R 3.1.5: What happens if a property needs fencing installed or repaired?](#)

6.2.1 Vacant adjoining Land

The Housing Authority does not make claim for half cost fencing adjoining a private owner until a property is built on the adjoining owners land.

The Housing Authority will adhere to this policy on all occasions, neither paying for nor collecting monies, until a property is built on.

6.3 Conflicts of interest

Housing Authority staff must avoid conflicts of interest when making decisions regarding property maintenance. Staff must refer to regional management if a conflict of interest arises.

6.3.1 Maintenance for properties occupied by Housing Authority staff or relatives

Employees of the Housing Authority must not issue or authorise Work Orders for maintenance or improvements to their own rental property or properties occupied by a relative. This includes Housing Authority employees occupying Government Regional Officers Housing (GROH) accommodation.

All work requirements on properties known to be occupied by employees or relatives of Housing Authority employees must be authorised by the Regional Management.

6.3.2 Maintenance work by relatives

Relatives of the Housing Authority's employees are not permitted to carry out maintenance work for the Housing Authority unless prior approval is obtained from the Executive Director Regional Operations or Regional Manager.

RULES

R 6.1 Recovery of damage costs

R 6.1.1 Insurance claims and repair costs for property damage



Policy Statement 6.1.1: Insurance

As the Housing Authority insures itself, it pays its own repair costs when a property is damaged, except if the repair costs come under tenant liability.

These repairs costs (when not classified as maintenance) are either 'recoverable' or 'non recoverable'.

- Recoverable** – means the cost of repairs can be recovered from the person (or their insurer) who caused or failed to prevent the damage.
- Non recoverable** – means the damage is caused by a natural event, is accidental or the person/s responsible is unknown so the cost of repairs cannot be recovered.

Whether a repair cost is 'recoverable' or 'non recoverable' depends on the type of **event** which caused the damage and if the person responsible is known. These events may sometimes be referred to generally as 'insurance events' or 'recoverable and non recoverable insurance'.



Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant liability

Recoverable repair cost events

The types of events where the repair costs are recoverable include:

- Fire
- Explosion
- Theft
- Water damage
- Non accidental breakage of fixed glass
- Rainwater
- Malicious damage
- Impact
- Removal of debris
- Riots and civil commotion

Recoverable repair cost events occur only when the details (name and address) of the person responsible are known. All details of the person responsible must be shown on the Work Order.



Rule R 4.1.5: Tenant liability: Damage by persons not signatory to tenancy agreement

Non recoverable repair cost events

The type of events where the repair costs are non recoverable include:

- Accident
- Fire (excluding arson, where arsonist is known)
- Earthquake
- Storm/Tempest
- Natural disasters
- Fusion
- Lightning
- Meteorite
- Vandalism (except if the perpetrator is known).

R 6.1.1(a) Damage by minors

If a minor (including where the minor is a signatory to the Tenancy Agreement) is responsible for incidences of reckless or intentional damage then tenant liability will be charged to the tenant.

The tenant will be advised in writing that the Housing Authority may charge tenant liability for continued damage.



Policy Statement 4.1: Tenant charges (Tenant liability)

R 6.1.1 (b) Maintenance

If damage is due to a continual defect over a period of time e.g. white ants, a leaking roof damaging the ceiling - this is classified as maintenance and is not an insurance event.

R 6.1.1 (c) Repeated incidents of property damage

Where a tenant has had repeated incidents of property damage, identified as either recoverable or non recoverable repair costs, an investigation will be undertaken to ascertain if tenant liability should be charged.



Policy Statement 4.1: Tenant liability and Rule R 4.1: Tenant liability

R 6.1.1 (d) Claims for specific items

R 6.1.1 (d) (i) Fencing

Tenants may be charged for repairs to fencing, where they have been caused intentionally or through neglect or recklessness (whether by misuse or otherwise) i.e. tenant liability or recoverable insurance.



Policy Statement 4.1: Tenant charges (tenant liability)
and Rule R 4.1.3 (e): Tenant liability - fencing



Rule R 3.1.5: What happens if a property needs fencing repaired or installed?



Policy Statement 6.2: Fencing and Rule R 6.2: Fencing

R 6.1.1 (d) (ii) Glazing

Glazing repairs are either charged as tenant liability or identified as an insurance event.

Tenant liability will be charged if the tenant is responsible for repeated incidents of glass breakage.

The damage (e.g. if caused by a one off accident) will be identified as either a non recoverable or recoverable insurance event, when the damage was not caused intentionally by the tenant or through the tenant's neglect or recklessness.

Exception to insurance event or tenant liability being charged:

- Bathroom mirrors (re poly or beading) which have deteriorated due to age.
- Shower screens which have cracked for reasons other than intentional, negligent or reckless damage by the tenant.

The above exceptions will be charged to maintenance.



Policy Statement 4.1: Tenant liability and Rule R 3.1.7: What happens if a property has - broken glass?



Rental Policy Manual - Debt Recovery Policy

R 6.1.2 Tenant liability



Policy Statement: 4.1: Tenant charges (tenant liability)

R 6.1.2 (a) Unsubstantiated tenant liability

Where the Housing Authority has not substantiated a tenant liability charge this will be waived and the tenant will not be charged.




See Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant Liability



Rule R 5.5.8: Assessing vacated tenant liability - Waiver of tenant liability (cleaning and rubbish removal)

R 6.1.2 (b) Disputes regarding tenant liability charges

The Housing Authority will use its Housing Appeal Mechanism (HAM) wherever possible to resolve disputes regarding tenant liability. Tenants are encouraged to attempt to resolve their dispute through the HAM before going through the *Residential Tenancies Act 1987* procedure.

-  For more information about HAM see Housing Appeals Mechanism

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Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1: Tenant liability



Policy Statement 5.1.3: Tenant responsibilities when vacating - Damage and cleaning expenses and Rule R 5.5: Assessing vacated tenant liability

R 6.1.2 (b) (i) Court action



Where it is not possible to resolve the dispute through HAM, the Housing Authority and the tenant are able to initiate any action concerning the tenant liability charged under the *Residential Tenancies Act 1987*, through the Minor Case Claim of the local court nearest the rental property.

The court is empowered to hear disputes regarding costs associated with a tenancy, up to \$10,000.

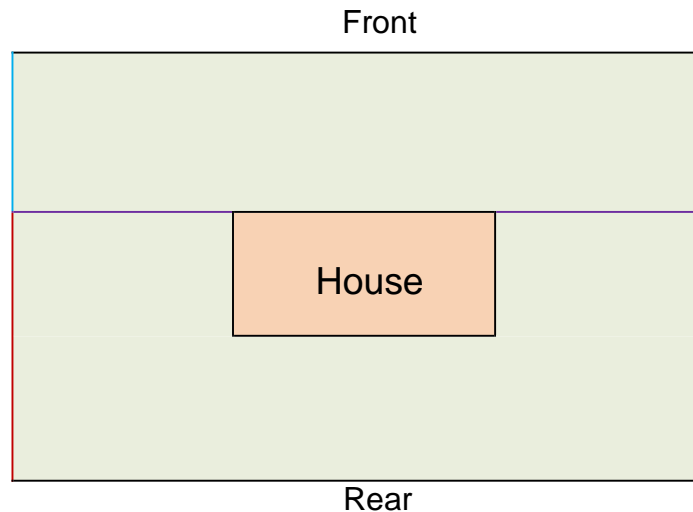
The tenant may dispute the non-refund of the Bond or the amount of tenant liability charged.

The Housing Authority may initiate action to recoup unpaid tenant liability charges.

R 6.2 Fencing



Policy Statement 6.2: Fencing (dividing)



- Return fence
- Wing fence
- Boundary fence

A boundary fence is required by law



See Dividing Fences Act 1961

Wing and return fencing are optional.

Fencing should be maintained in a safe condition and perform its basic function.



Rule R 3.1.5: What happens if a property needs fencing installed or repaired?

R 6.2.1 Housing Authority to build a 'sufficient fence'



The Housing Authority will build a "sufficient fence" when constructing or repairing a dividing or wing fence.

A sufficient fence is:

- a fence prescribed by a local government law; or
- a fence of any standard agreed upon by adjoining owners provided that it does not fall below the standard prescribed by the relevant local government law (see *Dividing Fences - A Guide* for further information).

The Housing Authority will ensure that new construction and renewed fencing will be made of material and to a height acceptable to the area and local by-laws.



See *Dividing Fences - A Guide* for further information

R 6.2.2 Notice to owners when erecting or repairing a dividing fence



One month's notice is required to be given by an owner to another adjoining owner, of intent to re-erect, realign or repair a dividing fence.

The adjoining owner has 21 days to respond as to whether they agree or disagree with all or part of the proposal to erect a fence and 14 days for a proposal to repair a fence.



See *Dividing Fences - A Guide* for further information

R 6.2.3 Damage to fence by flood, fire, lightning, storm, tempest or accident



If a dividing fence is damaged by flood, fire, lightning, storm, tempest or accident either owner may immediately repair the fence without notice. The party who repaired the fence is entitled to recover the costs from the adjoining owner.

The Housing Authority will however give one months' notice to the adjoining owner of an intention to repair.



See *Dividing Fences - A Guide* for further information

R 6.2.4 Who pays for what?

Housing Authority tenants are exempt from contributing to the cost of construction and repair of a dividing or wing fence. However, for damage caused by a tenant see below 'non accidental damage'.



An owner cannot require an adjoining owner to meet half cost fencing above the minimum acceptable standard for the area, unless agreement has been reached beforehand.



See *Dividing Fences - A Guide* for further information

R 6.2.4 (a) Private Owners

The Housing Services Officer should advise the private owners that the Housing Authority will cover the “Administration costs” i.e. measuring and quotes, but work will not proceed until the private owner accepts the price or the Housing Authority receives the private owner’s half share payment.

R 6.2.4 (b) Non accidental damage

Where the damage has been caused by a Housing Authority tenant, tenant liability will be charged with no cost to the private owner.



Policy Statement 4.1: Tenant charges (tenant liability) and Rule R 4.1.3 (f): Tenant liability - type of damage or items tenants charged for - fencing

Where the damage has been caused by a known person other than the tenant, insurance recoverable will be charged.



Rule R 6.1.1: Insurance claims and repair costs for property damage



Rule R 4.1.5: Tenant Liability - Damage by persons not signatory to tenancy agreement

R 6.2.5 Local Authorities

Local authorities and statutory authorities seeking to upgrade fencing are treated in the same manner as adjoining private owners.

R 6.2.6 Disputes with adjoining owners



Any dispute between two adjoining owners, including a refusal to come to an agreement, concerning a proposal by one to re-erect, realign or repair a dividing fence, may be taken by the owner wishing to undertake the work, to the Court of Petty Sessions, for a ruling.



See Dividing Fences - A Guide for further information

Private owners who refuse to come to an agreement, where the Housing Authority considers that a fence must be erected, re-aligned or repaired, will be summoned to the Court for a ruling to be obtained.

Any decision to take legal action must be made by the Regional Manager.

R 6.2.6 (a) Boundary Line disputes



Under the *Dividing Fences Act 1961*, where an owner believes a common boundary line to be incorrect and is in dispute with the adjoining owner, a surveyor will be employed to define the boundary line.

The owner must give one month's notice to the adjoining owner of intent to employ a surveyor.

Where the true boundary line is found to be on a new line, the owner is entitled to seek half the cost of survey from the adjoining owner.

Where the true boundary line is found to be the existing boundary line, then the owner initiating the survey will pay the full cost of the survey.



See *Dividing Fences - A Guide* for further information

R 6.2.7 Return fences

The Housing Authority may come to an agreement with a private owner concerning the construction or maintenance of a return fence where funds are available.



Rule R 2.1.5: Tenant and Housing Authority responsibilities and entitlements - Fencing

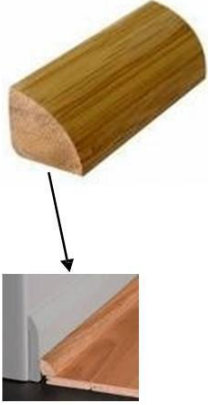
PART C: FURTHER INFORMATION

Subpart 1 - Glossary

| Term | Meaning |
|--|--|
| Additions (to a property) | The construction of another room/s (usually bedrooms) which may affect the rental value. |
| After hours | After hours is defined as outside <u>Maintenance Contractors</u> business hours of 8.00am - to 5:00pm Monday to Friday. |
| Boundary fence | See 'dividing fence' |
| Cyclical maintenance | Long term asset maintenance determined on a property by property basis in accordance with the Strategic Asset management Framework and budget allocation. |
| 'day prior to the next working day' | is a Sunday or a public holiday that falls immediately before a working day. E.g. a Monday public holiday but not a Friday public holiday. |
| Designated seniors' accommodation | <p>Housing that is specifically intended and allocated only to seniors. It can include:</p> <ul style="list-style-type: none"> • Aged persons units • Bed sitting units • Flats • Apartments • Townhouses • Lodging Houses. <p>It does not include housing that a senior is living in that may otherwise be used by other categories of tenant e.g. families</p> |
| Dividing fence | Fencing that runs along the rear and side boundary lines of a property |
| Electrical safety device | <p>An electric switch made up of RCD/MCBs</p> <p>See Residual Current Devices and Miniature Circuit Breakers.</p> |
| Emergency maintenance | <p>Emergency maintenance is carried out within 8 hours and is required when the utmost urgency is needed to protect;</p> <ul style="list-style-type: none"> • The tenants health, safety or security; or • The property from further damage |
| Estate | A multi-accommodation block wholly owned by the Housing Authority. |

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|--|--|
| Fair wear and tear | The gradual and expected deterioration to fixtures and fittings caused by normal usage over time. |
| Head maintenance contractors | Head contractors are companies employed under contract by the Housing Authority. They employ their own contractors who do maintenance work for public housing properties. |
| Heavy clean | When scrubbing is required to remove heavy build ups of grime, stains, grease, dirt, marks, cobwebs and dust from surfaces and fittings. |
| Improvements | A fixture, structure or facility that is added to the premises. It can include patios, sheds, security, or modifications to aid accessibility for a person with a disability. |
| Ingoing Property Condition Report | See ' <u>Property Condition Report</u> ' |
| Insurance event | Whether a repair cost is 'recoverable' or 'non recoverable' depends on the type of <i>event</i> which caused the damage and if the person responsible is known. These events may sometimes be referred to generally as 'insurance events' or 'recoverable and non-recoverable insurance'. |
| Insurance - Recoverable and Non recoverable | Repairs costs (when not classified as <u>maintenance</u>) are either 'recoverable' or 'non recoverable'. Recoverable – means the cost of repairs can be recovered from the person (or their insurer) who caused or failed to prevent the damage. Non recoverable- means the damage is caused by a natural event, is accidental or the person/s responsible is unknown so the cost of repairs cannot be recovered. |
| Maintenance | The repair or replacement of items of like type, as opposed to improvements, which are the installation or addition of new appliances or facilities. Maintenance can be: day-to-day which occurs while a tenant is in occupation, vacated which occurs after a tenant vacates planned which results from a property survey. |

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|---|---|
| Miniature Circuit Breakers (MCBs) | The Miniature Circuit Breaker component of an electrical safety device is designed to interrupt the current flow if too many appliances are connected to that circuit (overload) or if a short circuit occurs. |
| Minor | A person under the age of 18 years. |
| Non Scheduled work | Any contractor's work not included in the <u>schedule of Items</u> . |
| Non-standard items | Fixtures and fittings not normally provided by the Housing Authority. They may be in a property because a tenant installed it or it was included in a property that the Housing Authority spot purchased. Examples include air conditioners, bores. |
| Normal working hours | Weekdays (aside from public holidays) 8.00 am- 5.00pm |
| Occupied tenant liability | See ' <u>tenant liability</u> ' |
| Outgoing Property Condition Report | See ' <u>Property Condition Report</u> ' |
| Ped pan | Toilet bowl. |
| Planned maintenance | The process of identifying maintenance requirements in key high cost categories through ongoing survey of properties. These categories are separate from vacated and day-to-day <u>maintenance</u> . |
| Pre-vacation Inspection | When a tenant has given notice of intention to vacate a Housing Authority staff member inspects the property before the tenant moves furniture and gives an <i>estimate</i> of <u>tenant liability</u> charges. |
| Priority maintenance | Priority maintenance is carried out within 48 hours and includes situations where there is impaired use of the dwelling and/or where a delay in repair could result in further damage and increased repair costs. |
| Property Condition Report (PCR) | A report used to describe the condition of a property prior to a tenant taking occupation and after a tenant vacates. These are called 'In-going', and 'Outgoing' PCR's respectively. When the tenant vacates the Outgoing PCR is compared with the Ingoing PCR to ascertain what <u>tenant liability</u> , if any, the tenant will be charged. |

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|---|---|
| <p>Quarter round (quad)</p> | <p>A strip of wood used to cover small gaps between the skirting board and the floor.</p>  <ul style="list-style-type: none"> • To the safety, health or security of the tenant; or • To the property sustain further damage |
| <p>Residual Current Devices (RCDs)</p> | <p>The Residual Current Device component of an electrical safety device is installed to prevent electrocution. It provides high level personal protection from electric shock by immediately switching off the flow of electricity after contact with a live wire or faulty appliance.</p> |
| <p>Return fence</p> | <p>Optional boundary fencing that runs from the building line of the house to the front boundary of the property.</p> |
| <p>Routine maintenance</p> | <p>Routine maintenance is carried out by the Housing Authority's contractors within 28 calendar days and is required when components are not working and where the welfare of tenants or the property is not at risk.</p> |
| <p>Scheduled work</p> | <p>Maintenance work the Housing Authority intends to carry out</p> |
| <p>Schedule of items</p> | <p>List of work items for each trade where the price of the work has been set by the Housing Authority</p> |
| <p>Sufficient fence</p> | <p>A fence prescribed by a local government law; or a fence of any standard agreed upon by adjoining owners provided that it does not fall below the standard prescribed by the relevant local government law</p> |
| <p>Strata title property</p> | <p>A Strata title is a form of ownership for multi property units with shared common areas.</p> |

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|---------------------------------|--|
| Sufficient fence | A fence prescribed by a local government law; or a fence of any standard agreed upon by adjoining owners provided that it does not fall below the standard prescribed by the relevant local government law. |
| Tenancy Agreement | The contractual document the tenant signs when they move into the property which outlines the terms of the tenancy and the responsibilities of the tenant and the Housing Authority during the tenancy. |
| Tenant Liability | <p>The maintenance expenses the tenant is charged for. It includes:</p> <p>Internal and external repairs to a property for damage caused intentionally or through neglect or recklessness (whether by misuse or otherwise). It includes associated contractor's expenses in prescribed circumstances and <u>Heavy cleaning</u> and rubbish removal on vacation.</p> <p>Occupied tenant liability is the tenant liability charged to a tenant during their tenancy</p> <p>Vacated tenant liability is the tenant liability charged to a tenant that is identified at a property inspection after a tenant vacates. It includes the costs of heavy cleaning and rubbish removal.</p> |
| Urgent maintenance | Urgent maintenance is carried out within 24 hours and is required to repair or restore an essential service. |
| Vacated tenant liability | See ' <u>tenant liability</u> ' |
| Wing fence | Fencing that runs perpendicular between the side of the dwelling and the boundary fence. Used to guard access to the rear of the house. |
| Work Order | An electronic request issued by the Housing Authority to a Contractor to define work to be undertaken on a specific property. |

Subpart 2 - Related Resources

Hyperlinks to related resources

[Discretionary Decision Making Policy](#)

[Residential Tenancies Act 1987](#)

[Dividing Fences Act 1961](#)

[Dividing Fences – A Guide](#)

[Department of Fire and Emergency Services \(DFES\) website](#)

[DFES – Fire in the Home](#)

[Housing Authority Appeals Mechanism](#)

[Rental Policy Manual](#)

[Rules for Pools and Spas](#)

[Occupational Safety and Health Act 1984](#)

Housing Authority Phone Numbers

Housing Direct: 1300 137 677

Housing Authority Numbers: Click [here](#) for a list of Housing Authority numbers including head office and regional branches.

Subpart 3 - Document control

For further information contact:

Owner: Operational Assets
 Division: Housing & Assets
 Telephone: 1800 176 888
 Email: enquiries@communities.wa.gov.au

Document history table

Updates/changes to the policy manual are listed in the following table:

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|------------------|---|--|-----------------------|--|---------------------|--|-------------|
| 11 November 2023 | Policy Statements | R 2.1.11, 3.1.13 (a) and 3.1.13 (b) 5.1.3 (b) | Updated | Bed bugs included as list of pests. Removed 5.1.3 (b) Payment of tenant liability from bond monies. | 18/01/2024 | N/A | |
| November 2023 | Outgoing Property Condition Report | 5.5.1 | Updated | Updated to reflect current timeframes Outgoing PCRs are to be completed based on property distance from Housing Authority office. | 03/11/2023 | | |
| October 2023 | Tenant charges (tenant liability) | 4.1.4 (c) | Updated | Updated to include that discretion may be exercised to charge tenant liability in circumstances where there are repeated forced entries by police. | 26/10/2023 | N/A | |
| March 2019 | Tenant charges (tenant liability) | 4.1 | Updated | The Maintenance Policy Manual has been updated to remove references to police report numbers (PRN's) being universally accepted to waive tenant liability. | 05/03/2019 | N/A | 19/D354628 |
| | Factors affecting tenant liability assessment | R4.1.2 | Updated | | | | |

| | | | | | |
|---|---------|---------|--|--|--|
| Damage and cleaning expenses (tenant liability) | 5.1.3 | Updated | | | |
| Persons lawfully on premises | R4.1.5a | Removed | | | |
| Damage that is subject to a police report | R4.1.5b | Removed | | | |
| Police report required to recover repairs costs | R6.1.1d | Removed | | | |
| Claim form to be completed | R6.1.1e | Removed | | | |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|---------------|--|---|-----------------------|--|---------------------|--|-------------|
| Sep 2016 | Tree Management Rules | 1.1.16 2.1.15 | Updated | Insertion to advise that the power supplier defines the minimum safe clearance from power lines. | 30 September 2016 | N/A | 16/D1496161 |
| March 2016 | Rule 2.1.8 (d) Swimming pools | N/A | Updated | Amended to prohibit the installation of swimming pools and/or spa pools at public housing properties. | | N/A | 16/D0504378 |
| November 2015 | Subpart 3 – Document control | N/A | Updated | Document history changed to descending order (recent policy updates/changes listed first). | 26 November 2015 | 2015/MSD/281 | N/A |
| November 2015 | Part B Policy Statements and Rules Property Condition Reports | 1.2 1.2.1 5.2.2 (b) R 5.5.1 Glossary | Updated | Amended for accuracy and clarity. | 26 November 2015 | 2015/MSD/281 | 15/D1380404 |
| October 2015 | Electrical safety device Residual Current Devices (RCDs) Miniature Circuit Breakers (MCBs) | Glossary | New | Definition of safety switches, Residual Current Devices (RCDs) and Miniature Circuit Breaker (MCBs) added. | 22 October 2015 | 2015/MSD/108 | 14/D1059507 |
| October 2015 | Part B Policy Statements and Rules | 1.3.6; 1.3.8; R 2.1.14; R 3.1.17; R 3.1.18; R 4.1.3 (g) | New and Updated | Amendments made to align with implementation of Electrical Safety Device Program and to ensure legislative compliance for Residual Current Devices and | 22 October 2015 | 2015/MSD/108 | 14/D1059507 |
| October 2015 | All | All | Updated | Minor formatting to realign and justify whole document. | 22 October 2015 | 2015/MSD/108 | N/A |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|---------------|---------------------------------------|--|-----------------------|---|---------------------|--|--------------|
| October 2015 | All | All | Updated | Department of Housing updated to Housing Authority due to name standardisation (legal name). | 22 October 2015 | 2015/MSD/108 | 15/D972729 |
| May 2015 | References to security measures | R.1.1.1 3 (a) R.2.1.8 (f) | Updated | References to 'security measures' amended to 'security items' | 28 May 2015 | 2015/MSD/77 | 15/D350095 |
| March 2015 | References to Legal Recoveries Manual | All | Removed | All references to Legal Recoveries Manual have been removed as the manual has been abolished. | 23 March 2015 | | 2012/D442378 |
| March 2015 | Internal and external document links | All | Update | All internal and external document links updated to correct destinations | 23 March 2015 | 2015/MSD/28 | |
| January 2015 | R 2.1.7 Heaters | R 2.1.7 R 2.1.7(a)(i)) 2.4.3(c) | Updated | Amendments have been made to clarify that seniors living in designated seniors' accommodation are exempt from paying the hire fee for heaters | 12 January 2015 | | 5/D22880 |
| November 2014 | Part D – Fact Sheets | All | Removed | All references to the Fact Sheets have been removed as they are now obsolete. | 20 November 2014 | 2014/MSD/404 | |
| November 2014 | Minors | Glossary | Updated | The definition of a "Minor" has been changed from 14 to 18 years of age to align with general Australian law and the RTA 1987. | 20 November 2014 | 2014/MSD/404 | 14/D1131599 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|--------------|---|--|-----------------------|---|---------------------|--|---------------|
| October 2014 | All references to Work Orders and Work Order Categories | All | New and Updated | Categories and time frames have been adjusted to align with the new Head Maintenance Contracts including the introduction of an "urgent" category. Terminology throughout updated to reflect Habitat usage. | 1 November 2014 | 2013/MSD/183 | 2014/D1096038 |
| October 2014 | All references to the Maintenance Standards Manual | All | Removed | Amendments have been made to remove all references and links to the Maintenance Standards Manual | 1 November 2014 | 2013/MSD/183 | 14/D823001 |
| Dec 2013 | Subpart 2: Tenant and Department responsibilities and entitlements during a tenancy | 2.1.1 | Updated | Amendments have been made to update policy regarding public liability insurance to avoid confusion. | Dec 2013 | | 2013/01065384 |
| July 2013 | Improvements/fixtures | 2.4.4; R 2.1.8 (a) R 2.1.8 (d); 5.2.3 (a) | Updated | Amendments have been made to reflect the new arrangements in relation to buildings approvals. | July 2013 | | 2013/D584102 |
| June 2013 | Part B: Policy statements and rules | numerous | Updated | Amendments have been made to the maintenance of non-standard items to comply with the amendments of the Residential Tenancies Act. | July 2013 | | 2013/D0515055 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|--------------|--|---|-----------------------|--|---------------------|--|----------------------------|
| June 2013 | Part B: Policy statements and rules | R 4.1.8 (b); 5.1.3 (b); 6.1.3; R 6.1.2 (b)(i) | Updated | The references to bond accrual have been removed to comply with the amendments of the Residential Tenancies Act. | July 2013 | | 2013/D472597 |
| June 2013 | Part B: Policy statements and rules | R 4.1.6 5.1.2 | Updated | The tenant is responsible for the property until the tenancy agreement is formally ended | July 2013 | | 2013/D472583 |
| January 2012 | Part D: Fact sheets | | Removed | Fact sheets under review | January 2012 | | 12/D49521 |
| October 2011 | Electronic Door Request | R 2.1.3, R 2.1.3 (b), R 2.1.3 (d) | Updated | Amendments made to remove a number of outdated references related to Community Housing | October 2011 | | |
| October 2011 | Update terminology of Room Heater Hire Fee | 2.4.3 (c) | Updated | Removal of "(current fee is assessed on income and will be changed to a flat fee of \$2.30 in 2010)". | October 2011 | | 2011/00121/5 |
| June 2011 | Record keeping | Part A: overview | New | Highlight importance of record keeping following recommendation from internal audit. | June 2011 | | 2011/00121/5 |
| July 2010 | Update Glossary term 'Zone' | Subpart 1 Glossary | Updated | Reword to include Head Contractor | July 2010 | Glossary term for 'Zone' | 2010/ 18999 & 2010/21351/5 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|------------|---|--|-----------------------|--|---------------------|--|----------------------------|
| July 2010 | Update Glossary term 'Zone Contractor' | Subpart 1 Glossary | Updated | Update with a new description for Head Contractor | July 2010 | Glossary term for 'Zone Contractor' | 2010/ 18999 & 2010/21351/5 |
| July 2010 | Zone Contractors | Policy Statement 3.2, 3.4. Glossary on AHS | Updated | Remove the term 'Zone' where referring to 'Zone Contractors' pages 57, 58, 108. | July 2010 | Zone Contractor | 2010/ 18999 & 2010/21351/5 |
| July 2010 | Tree Lopping | R1.1.16 , R2.1.15, R4.1.3, R4.1.3 | Updated | Change 'Tree Lopping' titles to 'Tree Management' pages 3, 4, 7, 29, 34, 54, 55, 76, 84. | July 2010 | Tree Lopping | 2010/ 18999 & 2010/21351/5 |
| April 2010 | Court Action | R 6.1.2 b (i) | Updated | Amended amount to \$10,000 as per the Magistrates Court (Civil Proceedings) Act | April 2010 | | 2009/08684 |
| March 2010 | What happens if a property has a broken smoke alarm | R 3.1.15 | Updated | Include that smoke alarms which are not working will also be respond on an emergency basis maintenance. | March 2010 | | |
| March 2010 | Tenant Liability - Grounds/yard maintenance | R 4.1.3 (l) | Updated | Tenant liability will be charged for damage to garden taps, reticulation and other underground water or gas pipes. | March 2010 | 4.8 | |
| March 2010 | Insulation | 1.3.4 | New | Insulation to be installed for tenants aged 80 years or older. | March 2010 | | 2009/28684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|------------|------------------------------------|----------------|-----------------------|---|---------------------|--|-------------|
| March 2010 | Tenant Arrangements – Travel Costs | R 4.1.3 d (iv) | New | Tenant liability will be charged if an arrangement is made between a contractor and tenant for works to be undertaken | March 2010 | | 2009/28684 |
| March 2010 | Damage by Minors | R 4.1.5 (c) | Removed | | March 2010 | | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Non lettable policies 1,1.1,1.2 | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Planned Maintenance policy (all) | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Contracts Policy (all) | 2009/08684 |
| Nov 2009 | N/A | N/A | Updated | Removed reference to 24 hour response for broken hot water service | Nov 2009 | Emergency and Priority Policies 1,3 | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Maintenance Job Order Procedure (all) | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Job Order Policy (all) | 2009/08684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|----------|---|---------------------|-----------------------|--|---------------------|--|-------------|
| Nov 2009 | Damage and repair timeframes: Timeframes for remote areas; and Maintenance Categories: Timeframes for remote areas | 3.3.5 | Updated | Explains that flexibility needs to be applied concerning maintenance timeframes in remote areas | Nov 2009 | s 1,4 - Emergency and Priority Policy | 2009/08684 |
| Nov 2009 | Tenant and Department responsibilities and entitlements: Smoke alarms | R 2.1.14 | Updated | added that an annual basic test will be carry out and faulty smoke alarms will be repaired or | Nov 2009 | s 1 - Smoke Alarm | 2009/08684 |
| Nov 2009 | Tenant and Department responsibilities and entitlements: Electronic doors | R 2.1.3 | Updated | reworded and added that supporting documents required to support request for and electronic door | Nov 2009 | no old policy section number - Electronic Doors Policy | 2009/08684 |
| Nov 2009 | B2 Tenant and Department responsibilities and entitlements: Cyclical maintenance; B3:Maintenance categories Cyclical maintenance; | R 2.1.2 and R 3.3.7 | Updated | Replaced the term 'programmed maintenance' with 'cyclical maintenance' | Nov 2009 | Definition - Programmed Maintenance Policy | 2009/08684 |
| Nov 2009 | N/A | n/a | | removed | Nov 2009 | s 1, 1.1, 1.2 - Non-Lettable Properties | 2009/08684 |
| Nov 2009 | N/A | n/a | | removed | Nov 2009 | s 3 - Planned Maintenance | 2009/08684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|----------|---|------------------|-----------------------|---|---------------------|---|-------------|
| Nov 2009 | When will the Department do maintenance: On properties to be developed or demolished | 3.7.5 | Updated | Clarified that essential maintenance is carried out to ensure tenant health and safety; and reference to compliance with tenancy agreement deleted. | Nov 2009 | s 1 - Minimal Maintenance | 2009/08684 |
| Nov 2009 | What happens if a property is: Infested with pests: Advice to tenant | R 3.1.12 (a)(ii) | Updated | Added that the contractor must comply with safety precautions and safe work practices | Nov 2009 | s 2, 3, 4 - Pests | 2009/08684 |
| Nov 2009 | Preparing a property for letting: Security | R 1.1.13 (b) | Updated | Added that barrier screen doors are fitted to designated seniors only. | Nov 2009 | 5.1 - Security | 2009/08684 |
| Nov 2009 | Tenant liability: Factors affecting tenant liability assessment ; and Tenant Liability Types of items not charged to tenant: Fair wear and tear | R 4.1.4 (a) | Updated | Added a clarification that tenant not charged for fair wear and tear. | Nov 2009 | s 5,8,9,10 - Tenant Liability Policy | 2009/08684 |
| Nov 2009 | Tenant responsibilities when vacating: Notice of intention to vacate | 5.1.1 and 5.1.2 | Updated | Added that the Department will conduct a pre vacation inspection if tenant gives notice of intention to vacate. | Nov 2009 | s 1, 2, 3, 4 - 'Property Condition Report | 2009/08684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|----------|---|---------|-----------------------|--|---------------------|--|-------------|
| Nov 2009 | Fencing- Dividing and Wing- Damage to fence by flood, fire, lightning, storm, tempest or accident | R 6.2.4 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Fencing- Dividing and Wing- Notice to owners when erecting or repairing a dividing fence | R 6.2.3 | Updated | Timeframes changed to match Dividing Fences Act for an adjoining owner to respond to a proposal for erecting a fence: 21 days; for repairing a fence: 14 days. | Nov 2009 | 1.4 - Fencing Policy | 2009/08684 |
| Nov 2009 | Conflicts of Interests | 6.3 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Recovery of damage costs: Insurance Claims and repair costs for property damage | R 6.1.1 | Updated | Insurance policy has had substantial rewording- no change in meaning and intent | Nov 2009 | 1; 1.3; 1.4; 1.5 - Insurance | 2009/08684 |
| Nov 2009 | Waiver of tenant liability | R 5.5.8 | Updated | Clarifies under what circumstances tenant liability may be waived. | Nov 2009 | s 5.5 and 5.7 - Tenant Liability Policy | 2009/08684 |
| Nov 2009 | Assessing vacated tenant liability- Vandal damage after vacation | R 5.5.6 | Updated | Clarifies which factors will support a tenant's claim that damage was caused by vandals. | Nov 2009 | 3.3.1 (PCR Policy) and 4.20 (TL policy) - Property | 2009/08684 |
| Nov 2009 | Assessing vacated tenant liability- Heavy clean | R 5.5.2 | Updated | Defines what is heavy clean | Nov 2009 | 4.4 - Tenant Liability Policy | 2009/08684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|----------|---|-------------|-----------------------|--|---------------------|---|-------------|
| Nov 2009 | Assessing vacated tenant liability- Vacated property condition reports- Timeframes | R 5.5.1 | Updated | Clarifies that 24 hour timeframe refers to properties located in metropolitan and regional centres. Added that timeframe is extended for remote areas. | Nov 2009 | 2.1 - Property Condition Report policy | 2009/08684 |
| Nov 2009 | Tenant Liability- Damage by persons not signatory to the tenancy agreement- Damage by Minors | R 4.1.5 (c) | Updated | Defines the age of minors as under 14 years. | Nov 2009 | 10 and 4.19 (TL policy) - Tenancy Management policy and TL Policy | 2009/08684 |
| Nov 2009 | Tenant Liability- Damage by persons not signatory to the tenancy agreement- Damage that is subject to police report | R 4.1.5 (b) | Updated | Clarifies when tenant liability will be charged to tenant for damage caused by a minor. | Nov 2009 | Tenant liability s 4.19 and Tenancy Management s 0 | 2009/08684 |
| Nov 2009 | Tenant Liability- Damage by persons not signatory to the tenancy agreement- Persons lawfully on premises | R 4.1.5 (a) | Updated | Reworded to be consistent with new tenant liability definition. Clarifies that adjoining property means Department property. | Nov 2009 | Tenancy Management s 8.2 | 2009/08684 |
| Nov 2009 | Tenant Liability: Lost or stolen keys | R 4.1.3 (m) | Updated | Added that discretion can be applied. | Nov 2009 | Tenant Liability s 4.15 | 2009/08684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|----------|---|-------------|-----------------------|--|---------------------|--|-------------|
| Nov 2009 | Tenant liability: Electrical Faults | R 4.1.3 (e) | Updated | Added that discretion can be applied when tenant is not aware the appliance was faulty. | Nov 2009 | Tenant Liability s 4.9 | 2009/08684 |
| Nov 2009 | Tenant liability: Adjoining properties | R 4.1.3 (a) | Updated | Clarifies that adjoining properties refers to Department properties. | Nov 2009 | Tenant Liability s 2.6 | 2009/08684 |
| Nov 2009 | Tenant charges (Tenant Liability) | 4.1 | Updated | Definition of tenant liability reworded to correlate with Tenancy Agreement. Term 'wilful' replaced with 'intentional'; term 'misuse' replaced with 'recklessness (whether by misuse or otherwise)'. | Nov 2009 | Tenant Liability s 1 | 2009/08684 |
| Nov 2009 | What happens if a property is infested in pests | R 3.1.12 | Updated | Department will act on an emergency basis to the an infestation of bees if the tenant has an allergy | Nov 2009 | Emergency and Priority Maintenance s 4.7 | 2009/08684 |
| Nov 2009 | What happens if a property needs fencing repaired or installed: Front and return fences: provision of return fences | R 3.1.5 (e) | Updated | Specifies that return fencing will also comply with the Dividing Fences Act and tenant is not permitted to install their own. | Nov 2009 | Fencing s 4 | 2009/08684 |
| Nov 2009 | What happens if a property needs fencing repaired or installed: No cost totenants for dividing or wing fence | R 3.1.5 (d) | Updated | Clarifies that if tenant has caused the damage to the dividing or wing fence, they will not be exempt from contributing to the repairs. | Nov 2009 | Fencing s 3 | 2009/08684 |

| Date | Policy Statement or Rule | Number | New/Updated / Removed | Description of change | Date effective from | Old policy name/number (if applicable) | File Number |
|----------|--|-------------|-----------------------|---|---------------------|---|-------------|
| Nov 2009 | What happens if a property needs fencing repaired or installed: Repair of dividing and wing fences | R 3.1.5 (b) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | What happens if a property needs fencing repaired or installed: Provision of wing fences | R 3.1.5 (a) | Updated | Removed statement 'pending funding being available.' So provision of wing fencing for tenants with school aged children no longer depends on pending funding. | Nov 2009 | Fencing s 6 | 2009/08684 |
| Nov 2009 | What happens if a property has: an electrical fault | 3.1.4 | Updated | Added that the Department will respond as an emergency when there is no common | Nov 2009 | Emergency and Priority Maintenance s 2.2.1 | 2009/08684 |
| Nov 2009 | What does a tenant do if a property needs routine, priority or emergency maintenance | 3.6.1 | Updated | Describes when and who tenant needs to call if maintenance is required. Also explains that tenants cannot authorise any work and if they do they will not be | Nov 2009 | Emergency and Priority maintenance-Preamble | 2009/08684 |
| Nov 2009 | What is priority maintenance | 3.3.3 | Updated | Defines the criteria of a priority maintenance. | Nov 2009 | Emergency and Priority maintenance s 4 | 2009/08684 |
| Nov 2009 | What is emergency maintenance | 3.3.2 | Updated | Defines the criteria of an emergency maintenance. | Nov 2009 | Emergency and Priority Maintenance s 1- | 2009/08684 |
| Nov 2009 | What is routine maintenance | 3.3.1 | New | | Nov 2009 | | 2009/08684 |

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|----------|---|-------------------|-----------------------|--|---------------------|--|-------------|
| Nov 2009 | Department and tenant responsibilities and entitlements: Smoke Alarms: tenant | R 2.1.14 | Updated | Added that tenants have responsibility to clean dust and other particles from smoke alarms. | Nov 2009 | Tenancy Management s 7.2 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Reimbursement for tenants undertaking their own improvements | R 2.1.8 (f) | Updated | Stipulates that tenants who have a debt to the Department may not be reimbursed for improvements they undertake. | Nov 2009 | Improvements/additions s 2.2 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Reimbursement for tenants undertaking their own improvements | R 2.1.8 (f) | Updated | Added that victims of domestic violence will be reimbursed for security measures they install. | Nov 2009 | Improvements/additions s 2.1 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Roller Shutters/security screens | R 2.1.8 (e) (iii) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Swimming pools | R 2.1.8 (d) | New | | Nov 2009 | | 2009/08684 |

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| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: basketball rings: Existing basketball rings | R 2.1.8 (c) | Updated | Added that if engineer's report not obtained then tenant to remove basketball ring. | Nov 2009 | Improvements/additions s 4,4.1 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Minor improvements | R 2.1.8 (c) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Structures: Maintenance on tenant installed improvements | R 2.1.8 (b) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements/fixtures(including security):Structures | R 2.1.8 (a) | Updated | Describes under what conditions the Department will ask a tenant to remove a structure they have installed. | Nov 2009 | Improvements/Additions (s 1.4) | 2009/08684 |
| Nov 2009 | Which properties will have :heating; Tenant entitlements: heating; Tenant and Department responsibilities and entitlements: heaters; What happens if a property has: a broken heater | 1.3.3, 2.4.3, R 2.1.7, R 2.1.7 (a), R 3.1.8 | Updated | Updated hire fee, climate zones where heaters may be supplied, types of heating and servicing. | Nov 2009 | Replaces all of the Climate Control Policy re heating | 2009/08684 |

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| Nov 2009 | Tenant responsibilities: tenant to provide access for maintenance | 2.3.1 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department entitlements: Property Inspections | 2.2.2 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Which properties will have: Residual current devices (RCDs) | 1.3.5 | New | | Nov 2009 | | 2009/08684 |