



Tenancy Management Policy

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Purpose

To outline the responsibilities of the Department of Housing and Works (us), as a landlord and your responsibilities as a tenant.

Scope

This policy applies to you if you have signed a Residential Tenancies Agreement to rent a public housing property, in Western Australia.

If family and domestic violence is impacting your tenancy you should also read the Family and Domestic Violence Policy.

Definitions

Common area	Areas designed for use by multiple people or inhabitants of a place.
Complex housing history	In relation to housesitting requests: • debt • history of eviction • previous history of illegal use of premises • prior substantiated complaints of disruptive behaviour.
Extenuating Circumstances	In relation to housesitting requests: • to protect the safety of the household • incarceration • being held on remand awaiting sentencing or trial • health reasons (including hospitalisation or undertaking rehabilitation) • family or cultural reasons • undertaking work, study or training within Western Australia (for tenants living in remote/country areas of the state only).
Household	A group of individuals (adults and children) who share or will share the same accommodation.
Householder	An individual (adult or child) that belongs to or is part of a household.
Housesitter	A person who occupies a public housing property, for no longer than 6 months and provides security and access to the property when required by the Housing Authority while the tenant is absent.

Family and Domestic Violence	An ongoing pattern of behaviours intended to coerce, control or create fear within a family or intimate relationship. This includes physical, financial, emotional, or psychological abuse, sexual violence, neglect, intimidation, or any other behaviour which causes the victim to live in fear
Safety Device	• Smoke alarm • Residual Current Device • Anti tilt bracket attached to a free standing stove • Restraining chain attached to a freestanding gas stove • Earth wire
Tenant	• Any person who has signed the current tenancy agreement for the public housing rental property
Tenant Liability	The maintenance expenses the tenant is charged for, including: • Internal and external repairs to a property for damage caused intentionally or through neglect or recklessness (whether by misuse or otherwise). • Associated contractor's expenses in prescribed circumstances • Heavy cleaning and rubbish removal on vacation.
Third Party	• Family member or friend • Support worker/agency • Medical professional • Communities' employee who has previously assisted the person • Court officer or legally appointed guardian.
Visitor	• A person who has a primary place of residence other than the public housing property and stays at the public housing property for no more than eight consecutive weeks.

Policy statements

1. Department of Housing and Works responsibilities

- 1.1 We must abide by the *Residential Tenancies Act 1987*.
- 1.2 We will explain the conditions set out in your Tenancy Agreement before you move into your public housing rental property and at any other time, as needed or requested.
- 1.3 If we identify anything that may lead to a breach of the conditions of your Tenancy Agreement, or place your tenancy at risk, we will contact you to discuss how it can be addressed.
- 1.4 We will work with you to support a successful tenancy. This may include helping you to identify and access appropriate support services.
- 1.5 If you identify as an Aboriginal Person, we will, where available, offer referral to an Aboriginal Customer Support Officer, to assist you with tenancy related matters.

2. Tenant responsibilities

- 2.1 You must abide by the conditions of your Tenancy Agreement and the *Residential Tenancies Act 1987*.
- 2.2 If your property is part of a strata complex, you must abide by the rules put in place by the strata company.
- 2.3 You must abide by relevant local government by-laws.

3. Householders and income

- 3.1 To ensure you are being charged the correct amount of rent, you must let us know, as soon as possible, if the total combined income of all householders goes up or down by more than \$10.00 per week.
- 3.2 You must let us know, as soon as possible, if a person comes to live with you, or stops living with you.

4. Payment of rent and other accounts

- 4.1 You must pay rent on time and remain one pay period in advance. You can make payments by either:
 - a. Centrelink (CLADD) for pension and beneficiary recipients,
 - b. Direct Bank Debit, or
 - c. The Housing Authority Card
- 4.2 You must pay any accounts we send for the water, gas and electricity you use.
- 4.3 You may be required to pay tenant liability charges.

5. Debt to the Housing Authority

5.1 If you have a debt related to your tenancy, you will be required to enter into an agreement to repay it. This can be in instalments. You must maintain the repayments until the debt is cleared.

5.2 We will ask you to pay a maximum of 30% of your household's total assessable income, to pay rent and any debts. You may pay more than 30% if you choose to.

5.3 If you do not maintain an agreed arrangement to repay your tenancy debts, we will pursue the recovery of the debt through the provisions of the *Residential Tenancies Act 1987*.

6. Householders and visitors

6.1 Any person who lives at your public housing property who is not a signatory to the Tenancy Agreement is considered a householder unless they meet the definition of a visitor.

6.2 A visitor is a person who has a primary place of residence other than the public housing property and stays at the public housing property for no more than eight consecutive weeks.

6.3 We may ask for evidence to verify that a visitor has a permanent address elsewhere.

6.4 We will assess a householder's income for rent from the date they occupied the property.

6.5 If a visitor remains at the property for more than eight consecutive weeks, we will consider them a householder and assess their income for rent from the ninth week.

6.6 We may permit the number of occupants to exceed the maximum number allowed under your Tenancy Agreement. We will consider the property type, location and your tenancy history. The correct rent must be paid. Permission will be withdrawn if the increased number of occupants results in:

- a. disruptive behaviour at the property,
- b. property damage or impacts on the cost of maintaining the property, or
- c. violations of local authority by-laws.

6.7 Only those who are 55 years or older, can occupy properties designated by us as seniors accommodation.

7. Absence from the property

7.1 You must occupy your public housing rental property as your principal place of residence.

7.2 You will be considered to not occupy your property if, without our written consent, you (or if joint tenants, you are both) absent from the property for:

- a. a continuous period of more than one month, or

- b. any periods, which in total exceed three months of a continuous 12 month period.

7.3 We may give consent for you to be absent from the property for a continuous period of up to six months in the following circumstances:

- a. To protect the safety of the household,
- b. To address a personal medical issue, including in a hospital or residential rehabilitation facility,
- c. To care for an immediate family member,
- d. To meet cultural obligations,
- e. For work, study or training within Western Australia (for tenants living in remote/country areas of the state only),
- f. If you are incarcerated, whether sentenced or on remand.

7.4 You may need to provide evidence of the reason for the extended absence. When you make your request we will advise you if evidence is required.

7.5 You must ask for and be given our consent before you leave the property except in the circumstances described in 7.6.

7.6 In the following circumstances, you must make a request within 14 days of leaving the property:

- a. If you have to leave at short notice, due to concerns for the safety of yourself or other householders,
- b. Due to an unplanned medical issue, or
- c. You are incarcerated.

7.7 If we consent to a period of absence, you will need to provide us with

- a. updated contact details for yourself, and
- b. the name of any person who will be occupying the property while you are absent.

7.8 You will still be responsible for paying any rent charges and ensuring all conditions of your tenancy agreement are met.

7.9 During the approved absence, we will assess rental charges in line with the Rent to Income Policy.

7.10 If you do not return to your property by the agreed date you will be in breach of your tenancy agreement. We will make all reasonable efforts to contact you. This will include contacting your next of kin, friends or advocates where you have provided written consent to do so.

7.11 If we are unable to contact you or you do not agree to return to the property, we may take legal action to recover the property. You will be responsible for any legal recovery costs.

7.12 We retain the right to pursue termination of the tenancy, at any point during a period of absence if there is a breach of the conditions of the tenancy agreement.

8. Incarcerated tenants

8.1 If a tenant is held on remand, awaiting trial, we may consent to a period of absence of up to six months.

8.2 If an incarcerated tenant has a partner who is part of their household but not a co-tenant, they can request the partner be added as a tenant.

8.3 If a tenant is incarcerated, rent calculation will be based only on the income of any occupying co-tenants and other householders.

8.4 If a tenant (or all joint tenants where applicable) is sentenced to a term of imprisonment, for which the minimum period to be served is six months or more, they will be considered to have ceased to occupy the property, as their principal place of residence from the date the sentence is ordered.

9. Housesitting arrangements

9.1 If we consent to you and all other co-tenants being absent from your property for a continuous period of more than one month, you may request our consent to have a housesitter look after your property.

9.2 You must request consent from your Housing Services Officer at least one month before you want the housesitting period to start.

9.3 We may consent to a housesitting arrangement for up to six months in the circumstances described in 7.3 of this policy.

9.4 We may refuse to provide consent if the housesitter has a complex housing history that could place your tenancy at risk.

9.5 You will still be responsible for making sure all the obligations of your tenancy agreement are met, while the housesitting arrangement is in place

9.6 We will continue to charge rent, based on your household income. This will include the housesitter's income from the ninth week, in line with 6.5 of this policy.

9.7 You will need to arrange for payment of any rent charges. We will not accept rent from the housesitter.

9.8 If you do not return to the property on or before the end of the agreed housesitting period, you will be in breach of your tenancy agreement. We will take action in line with 7.10 of this policy.

10. Property Standards and maintenance

10.1 You are responsible for keeping the inside and the outside of the premises clean and undamaged. Your garden and yard areas must also be maintained.

10.2 If you live in a complex, personal property, including things you are disposing of, must only be left in designated areas, for example, hanging washing on shared clotheslines or disposing of rubbish in communal bins. You must follow any parking rules or by-laws in place at the complex.

10.3 You must not keep an unlicensed or unroadworthy vehicle (car, truck, bus, caravan, boat or motorcycle) at the property, without our approval. The decision to approve or not approve a request, will be based on the condition and number of vehicles and will be for a maximum period of six months.

10.4 To maintain the safety of your household, you should conduct a push button test of the smoke alarm, regularly. You must advise us immediately if you discover that a smoke alarm, Residual Current Device or any other safety device has stopped working.

10.5 You must report damage to the premises or, where relevant, a common area or personal property in a common area as soon as practicable.

10.6 You are responsible for all costs associated with maintenance of the property due to neglect, misuse, and wilful damage, including rubbish removal, where required. This is termed tenant liability.

10.7 You are responsible for all costs associated with damage caused intentionally or recklessly by householders and visitors who you have allowed onto your property. This includes damage to:

- a. the premises,
- b. common areas of a complex, including other people's personal items, and
- c. neighbouring premises.

10.8 You will not be charged for damage resulting from fair wear and tear.

10.9 You will not be charged for damage done by:

- a. a perpetrator of family and domestic violence,
- b. unknown persons, committing offences such as vandalism or breaking and entering, provided you report the matter to the police and provide us with the police report number, or
- c. visitors to the property, provided you have taken reasonable precautions to prevent visitors from doing damage, you report the matter to the police and provide us with the police report number.

10.10 We may not charge tenant liability due to accidental damage.

11. Modifications to a property

11.1 Modifications may be made to your public housing rental property. You will require our permission to make some types of modifications. Where the request is to improve

security, due to family and domestic violence, see the Family and Domestic Violence Policy.

11.2 You do not need our approval to make the following modifications:

- a. Hanging pictures on the wall,
- b. Installing curtains or blinds,
- c. Putting a lock on a gate or letterbox,
- d. Having a telephone or internet connection installed,
- e. Installing a child safety device on a window,
- f. Making changes to your private, non-communal garden (new plants, lawn, small trees),
- g. Family violence related security modifications

11.3 If approved, you may complete modifications/additions at your own expense.

11.4 If you are requesting approval for modifications/additions, you may require approval from other governing bodies (e.g. local council). Where these are required, you must provide us with copies of the approvals.

11.5 If substandard or unapproved modifications/additions are made, at your expense, you will be charged tenant liability for any costs associated with their removal.

11.6 We may fund or provide reimbursement for, modifications related to security, and medical, disability or quality of life needs.

11.7 We will fund certain modifications to protect the safety of a household, as detailed in the Family and Domestic Violence Policy.

11.8 If major modifications are required, we will consider transferring you to an alternative public housing property, that is more suited to your requirements.

11.9 We do not permit and will not approve the installation of swimming pools and/or spa pools which can hold water greater than 300mm in depth.

11.10 If we provided written approval for installation of a pool and/or spa pool before 29 March 2016, the pool and/or spa pool and safety barriers must be removed:

- a. at the end of the structural life of the swimming pool and/or spa pool,
- b. before vacating the property,
- c. if they fail to comply with legislative, local council or Housing Authority requirements.

11.11 Replacement of previously approved pools and/or spa pools is not permitted.

11.12 If we agree to reimburse you for the cost of property modifications or additions, these will be offset against any outstanding debts to the Housing Authority.

12. Form 24 – Request to Lessor to affix furniture

12.1 If you want to affix furniture to the wall/s to ensure the safety of a child or a person with a disability, you will need to seek our approval by completing the Form 24 - Request to Lessor to Affix Furniture.

12.2 We must respond to your request within 14 days of receiving the request or consent will have been deemed to be given.

12.3 We will refuse consent if:

- a. affixing an item to the wall would disturb material containing asbestos,
- b. the premises are entered in the Register of Heritage Places compiled under the Heritage of Western Australia Act 1990, or
- c. the premises is in a scheme under the Strata Titles Act 1985 and by-laws for the scheme prohibit affixing the item to the wall of the premises.

13. Surveillance devices

13.1 If you want to install a hard-wired surveillance device, at your expense, you will need to seek our approval, unless the installation is to prevent entry in circumstances of family and domestic violence.

13.2 If we approve the installation, the following restrictions will apply:

- a. The installation and use of a surveillance device must comply with the *Surveillance Devices Act 1998*
- b. A surveillance device must not be directed at, or be able to view other people's private premises including doorways, windows, balconies or entrances or observe private activities or conversations
- c. A breach of the *Surveillance Devices Act 1998* is an offence and may result in action being taken by the Police.

13.3 We reserve the right to approve or decline a request to install and/or the ongoing use of a surveillance device, in line with the *Residential Tenancies Act 1987* and the *Surveillance Devices Act 1998*.

13.4 Operating a surveillance device without the required approval and/or in an illegal manner will place your tenancy at risk.

14. Conduct at the property

14.1 You may not do anything on the premises which causes a nuisance

14.2 You are responsible for ensuring other people who come to your home with your permission, do not cause a nuisance

14.3 Nuisance is defined as disruptive behaviour which substantially interferes with one or more neighbour's use or enjoyment of their premises

14.4 You must not use the premises or permit the premises to be used for illegal purposes as defined in the Illegal Use of Premises Policy.

14.5 You must not harass, insult, intimidate, threaten or abuse Housing staff, or any other person who attends your property under our instruction.

15. Pets

15.1 You may keep a pet, or pets provided the keeping of the pet or pets does not contravene a written law, local law or strata by-law

15.2 We may place conditions on the keeping of pets

15.3 You do not need our permission to keep an assistance animal as defined in the *Disability Discrimination Act 1992*.

15.4 You must request our consent, using the prescribed form, to keep a dog, if:

- a. the premises do not have a fully enclosed, non-communal yard, with fences, sufficient to prevent a dog escaping the premises,
- b. the dog is listed as a dangerous dog (restricted breed) in the Dog Regulations 2013 (WA) or as a dangerous dog in the *Dog Act 1976 (WA)*.

15.5 If you have received our permission to keep a dog at your property and it is either a restricted breed or it has been declared to be a dangerous dog, by a local council or its authorised agent, you must meet the following conditions:

- a. The dog must be kept in a child proof enclosure from which it cannot escape,
- b. The dog must only be able to be released from the enclosure with the authorisation of the person responsible for the dog,
- c. The dog must be secured in the enclosure during any scheduled visit by our staff or any other person attending the property under our instruction, and
- d. You are responsible for putting up warning signs, of the type described in the Dog Regulations 2013, on all entrances where the dog is kept.

15.6 Failure to comply with 15.5 will result in us referring the matter to the local government for action under the *Dog Act 1976*

16. Household pests

16.1 You are responsible for the eradication of cockroaches, fleas and vermin in single detached accommodation.

16.2 You are not responsible where:

- a. the infestation occurs within three months of you occupying the property, or
- b. the infestation is severe and undermining of paving occurs.

16.3 For further details, see the Maintenance Policy Manual.

17. Liquor Restricted Premises Declarations

17.1 If you do not want householders or visitors to drink alcohol at your rental property, you may apply for a Liquor Restricted Premises Declaration to be issued for your rental property.

17.2 We cannot apply on your behalf but we will help you with your application if you ask us to.

17.3 We will support any application, made by you, for your rental property to be declared a liquor restricted premises.

17.4 We may apply for a Liquor Restricted Premises Declaration to be issued for an entire unit complex, or the common grounds of a unit complex.

17.5 The decision to apply on behalf of an entire complex or common grounds of a unit complex is guided by the requirements of the Department of Local Government, Sport and Cultural Industries and is at the discretion of the Regional Manager.

18. Change of Tenants

18.1 If you are part of a joint tenancy and one tenant dies, the tenancy continues in the names of the remaining signatories to the tenancy agreement.

18.2 If a co-tenant vacates, you may ask us to approve assigning the tenancy into the name of the remaining tenant through the use of a Deed of Assignment. We will consider the history of the tenancy in deciding whether to approve the request.

18.3 If the remaining signatories to the tenancy agreement are no longer eligible for the number of bedrooms in the property, we reserve the right to transfer that person to accommodation for which they are now eligible (see also Tenant Eligibility Policy).

18.4 You may ask us to recognise a member of your household as a co-tenant. This may impact your eligibility for public housing. In deciding whether to approve your request we will consider the following factors:

- a. The person must be 16 years or older,
- b. The person must be your spouse (including defacto spouse) or a child in your care,
- c. The person must have been a member of your household and declared on rent assessments for a minimum of two years,
- d. The person must be eligible for public housing,
- e. Whether the person has a complex housing history with us,
- f. Any current legal action related to your tenancy.

19. Death of all tenants

19.1 If a tenancy ends due to the death of all legal tenants, remaining household members must either vacate the property, or contact us to seek approval to continue occupying the property, as a tenant, under a new tenancy agreement.

19.2 We may or may not approve the request. Any decision will consider the circumstances of all remaining householders, including:

- a. the length of time the householder has occupied the property,
- b. the householder's relationship to legal tenant,
- c. the householders' eligibility for public housing as detailed in the Eligibility Policy
- d. any current application for public housing assistance, and
- e. the condition of the property

20. Purchase of a rental property

20.1 You may apply to purchase your rental property, if you have:

- a. a minimum period of three years continuous tenancy with the Housing Authority.
- b. no interest in any lot of residential land (improved or unimproved).
- c. no current arrears or other debts to the Housing Authority (including water consumption debts) at the time of application and settlement.

21. Abandoned premises

21.1 If we suspect, on reasonable grounds that you have abandoned your rental property, we may enter the premises to inspect and secure the property in accordance with the *Residential Tenancies Act 1987*.

21.2 We will make all reasonable efforts to contact you before commencing action under the *Residential Tenancies Act 1987*.

21.3 If you have been forced to leave your property because a person is occupying the property without your permission, we can provide advice on your options to regain access but we cannot act against the person.

22. Abandoned goods and documents

22.1 If goods and documents are left on the premises more than two days after the termination of a tenancy, we will dispose of, remove, store or sell them, depending on the types of items and their value.

23. Ending a tenancy by the tenant or the Housing Authority

23.1 If you want to move out of your rental property, you must give us 21 days (three weeks) written notice.

23.2 If you provide 21 days written notice, we will, at your request, inspect the property before you leave and provide you with a report outlining anything that may be charged as tenant liability when you move out.

23.3 When you move out of the property, you must return all keys to your local Department of Housing and Works office.

23.4 You remain the legal tenant until you vacate the property and provide us with vacant possession of the property.

23.5 We, as the Housing Authority, may terminate a tenancy in line with the relevant provisions of the *Residential Tenancies Act 1987*.

24. Housing initiated transfers

24.1 If changes to your household result in you occupying a property with one or more spare bedrooms, you will be ineligible for that property. You may be required to transfer to an alternative public housing property.

24.2 If you occupy a property that is purpose built or modified for a person with a disability, and the modifications are no longer required by a member of the household, you may be required to transfer to an alternative public housing property.

24.3 If you are occupying a property that requires extensive or essential maintenance, that cannot be completed while the property is occupied, you will be required to transfer to an alternative public housing property.

24.4 If you are occupying a property that is required by us for redevelopment and/or refurbishment as outlined in the Refurbishment of Occupied Properties Policy, you will be required to transfer to an alternative public housing property.

24.5 We may offer incentives and/or contribute to the reasonable costs associated to relocate your household.

24.6 A tenancy agreement may be terminated if transfer to an alternative public housing property cannot be negotiated.

25. Bankruptcy of a tenant in occupation

25.1 Tenants with a debt to the Housing Authority who make application for bankruptcy are subject to scrutiny as to whether the application was made to avoid the repayment of a debt to the Housing Authority. Such tenants are in breach of the terms of the tenancy agreement and where a court order has been obtained before the application for bankruptcy, action to evict may continue.

Related legislation

- *Housing Act 1980*
- *Residential Tenancies Act 1987*
- *Residential Tenancies Regulations 1989*

Related policies

- Eligibility Policy
- Discretionary Decision Making Policy
- Family and Domestic Violence Policy
- Rent to Income Policy
- Tenant Eligibility Policy

Document control

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Owner	Executive Director – Housing Services
Custodian	Director – Housing Practice and Support

Amendments

Version	Date	Author	Description
1	Oct 2026	Senior Operational Improvement Officer	Policy removed from Housing Authority Rental Policy Manual and converted to a standalone policy. Change of format and language for improved clarity Removed deeming of income for incarcerated tenants. Housesitting clauses updated to reflect assessing housesitter income from week nine

Version	Date	Author	Description
			Removed clauses related to illegal occupation