

Document Name	Tenant Repair Cost Policy
Document ID	T&HS_Nat_Web
Document Owner	State Managers
Authorised by:	Senior Leadership Team
Effective date:	10 September 2020
Review date:	10 September 2021



## Tenant Repair Cost Policy

### Context

This policy outlines how SAH, as the managing agent of a property, will determine when the tenant is responsible for damage to the property and associated costs.

All tenants residing in properties managed by SAH are expected, as outlined in each State's Residential Tenancies Act, to leave a premise in good condition, or the same condition as when the tenancy first started.

SAH may charge a tenant for any repairs that it has to carry out, which fall within the scope of the tenants responsibility. These types of repairs are usually as a result of an accident, misuse, abuse, neglect, wilful damage or carelessness, caused by the tenant themselves, family or visitors to their home.

### Policy Statement

SAH will keep all properties in good repair by providing an efficient maintenance service that meets the requirements of the relevant State Residential Tenancies Act. SAH will make sure that each property is a safe place to live by maintaining the property according to our responsibilities under the law.

SAH encourages tenants to take a responsible approach to prevent damage to their home and SAH will enforce tenancy conditions in order to reduce anti-social behaviour and possible property damage due to this type of behaviour.

SAH will seek to recover costs for undertaking repairs that have occurred by negligence or deliberate damage by tenants or third parties. SAH will obtain at least 2 quotes for any works valued at over \$500.

A charge will not be applied to the costs of repairing fair wear and tear.

If alterations are made by a tenant during the tenancy and the property has not been restored to the condition existing at the start of the tenancy, SAH will claim the costs of carrying out this work.

Replacement keys will be charged to the tenant at cost to SAH.

If the tenant is unable to pay the full charge in a single payment, SAH will enter into a repayment plan with the tenant to recover the costs in a timely manner taking into account the financial implications of the repayment plan on tenants.

Alternatively, tenants can undertake to have the damage repaired by a suitable tradesperson at their own expense.

It is the tenant's responsibility to allow access for repairs to be completed and SAH may seek to recover any call out charges where access is not provided.

Document Name	Tenant Repair Cost Policy
Document ID	T&HS_Nat_Web
Document Owner	State Managers
Authorised by:	Senior Leadership Team
Effective date:	10 September 2020
Review date:	10 September 2021



## **NON PAYMENT ACTIONS**

SAH reserves the right, where there is an outstanding debt to:

1. Refuse a current tenant a transfer until a mutually agreed percentage of the cost is repaid.
2. Refuse access to SAH properties in the future until a mutually agreed percentage of the cost is repaid.
3. Allow the tenant to repay the debt while still a tenant of SAH or after their tenancy has ended.
4. SAH may cancel the debt at any time for hardship reasons.

## **APPEALING A DECISION TO COMMENCE RECHARGE**

A current tenant of SAH, or an exiting tenant of SAH may appeal a decision that has been made by SAH to commence a recharge process through the SAH appeals process.

## **Scope**

This policy applies to Salvation Army Housing, Salvation Army Housing (Victoria) and Salvos Housing (together "SAH").

This policy applies to all tenancies managed by SAH.

## **Definitions**

N/A

## **Related legislation, policies and or procedures**

- Residential Tenancies Act - Victoria 1997
- Residential Tenancies Act – South Australia 1995
- Residential Tenancies Act – Western Australia 1987
- Residential Tenancies Act – NSW 2010
- Residential Tenancies and Rooming Accommodation Act - QLD 2008
- Residential Tenancies Act – A.C.T 1997
- Residential Tenancies Act – Tasmania 1997