

POLICY

TENANT RECHARGE

RECORD DETAILS

Policy	Tenant Property Damage Operational Guidelines
Date authorised by Executive	March 2019
Review responsibility	General Manager AM&M
Date last reviewed	March 2020
Next review date	March 2021
Version	V 1

PURPOSE

The objectives of the policy are to establish common policy for the recovery of maintenance charges, ensure that tenants are treated equitably in the application and recovery of maintenance-related charges, to ensure mitigating circumstances under which the tenant cannot reasonably be held accountable for property damage are fully considered and to ensure that all legal requirements for pursuing maintenance-related charges are met.

POLICY

HHS aims to recover costs where repairs to a rental property are necessary as a result of damage or neglect caused by the tenant, another household member or a visitor who enters the property with the tenant's permission.

It is accepted there may be mitigating circumstances under which the tenant cannot reasonably be held accountable for damage or neglect.

When HHS is required to undertake repairs to an HHS or community managed property or amenity due to damage by the tenant, this work is raised as a Tenant Responsibility Charge against the tenant. The tenant may pay for the damage as required, or if they do not agree with the assessment of the damage, they are not required to repay the cost of the repairs until the charge is substantiated at the Victorian Civil and Administration Tribunal (VCAT).

The claim is considered substantiated, and appears on the tenant's account, when VCAT grants an Order for Compensation.

HHS may serve an Immediate Notice to Vacate and apply to VCAT to seek an Order for Possession where the tenant has:

- maliciously caused extensive damage
- failed to keep the premises clean, resulting in the premises becoming unfit for human habitation; or destroyed to the extent to be considered unsafe as per the RTA (s.243(1) and s.245(1)).

PROCEDURE

HHS will only attribute damage of a property to a tenant when it was caused by tenants failure to:

- Take reasonable care to avoid damaging the rented premises or common areas
- Ensure that another visitor or household member fails to take reasonable care to avoid damage to the rented premises or common area.
- Keep the rented premises in a reasonably clean condition
- Refrain from installing fixtures or making any alteration, renovation or addition to the rented premises unless they have consent.

When the tenant is not held responsible for charges:

HHS does not claim costs from the tenant on occasions including but not limited to the following:

- A household member's health condition is a major contributing factor to the cause of the damage. The term 'health condition' is to be interpreted as a departure from a state of physical or mental well-being as confirmed or documented by the person's treated physician or support worker.
- The damage is a result of family violence, as confirmed by the individuals' family violence worker, relevant support worker or police or the damage is minor or unrepeatable.
- Previously completed works by HHS's contractor do not meet HHS's standards.
- Fixtures or fittings installed by HHS do not meet the required standards of HHS.
- The damage was a result of the criminal actions of a third party, and a Police report is provided.
- The damage was caused by storm activity.
- The damage was a result of Police actions.
- The repairs are required as a result of fair wear and tear.
- The property is vacated and it cannot be determined with certainty who caused the damage. For example, when a vacated or abandoned property is found to have damage and the possibility exists that persons have entered the premises without the consent of the landlord or the tenant prior to a vacant unit inspection or before a Tenancy Condition Report can be completed.

Mitigating circumstances which have been referred to the General Manager Housing/Assets and Maintenance for a decision.