



Servants Community Housing Limited

ABN: 86 623 370 034

6.1.18 Resident Repair Charge Policy

Purpose

Servants Community Housing provides comfortable, affordable housing to vulnerable people within our community. We seek to ensure that every resident is safe and enjoys their living space (their private room and communal space). To this end, we have high standards for the maintenance of all the rooms and communal spaces in our houses.

This policy establishes the approach of Servants to clearly define the resident's responsibilities and Servants' responsibilities in maintenance. We may charge residents for the cost of repairing damage to a room or undertaking services that the resident is responsible for.

We are committed to our Resident Repair Charge Policy being aligned with the Victorian Charter of Human Rights and Responsibilities.

Definitions

Staff member - the CEO, Tenancy Manager, House Manager, Operations Manager or Facilities Manager

RTA - Residential Tenancies Act

Policy

Approach to repair charges

- The Residential Tenancies Act (RTA) outlines the rights and duties of the tenant and the landlord (general duties of tenants and landlords) which forms the basis of our Resident Repair Charge Policy.
- A resident who becomes aware of damage to the rented room must inform a staff member as soon as possible.
- We will perform repairs to ensure that the premises are maintained in good repair.
- A resident must avoid damage to premises or common areas.
- A resident must ensure that care is taken to avoid damaging the rented room.
- A resident must take reasonable care to avoid damaging the common areas.
- We will seek to recover repair charges from residents in circumstances where repairs to the room or common area are necessary, as a result of deliberate damage or neglect caused by the resident or a visitor who enters the property with the resident's permission.
- We will not seek to recover repair charges for fair wear and tear that occurs to the room or common area through ordinary day-to-day use of the property by a resident.

- We may not seek to recover repair charges for damage caused by mental and physical health, instances of family violence, or third-party criminal damage.
- We will not seek to recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced.
- The policy may not apply to circumstances where residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, we may serve an immediate *Notice to Vacate* and seek an *Order for Possession* under s243 of the Act.

Resident responsibilities

Residents will:

- Abide by the terms and conditions of their Tenancy Agreement.
- Take good care of the property and keep it reasonably clean.
- Tell a staff member as soon as possible if their room or common area has been damaged.
- Pay costs for damage that results from deliberate action, mistreatment or negligence of a resident or visitor has been proven and to comply with orders to pay the cost of repairs or cleaning.
- Report to the Police any damage that is suspected to have resulted from criminal activity (for example, break and enter, vandalism, family violence) and provide Servants with an event number.
- Rectify any alterations carried out by the resident before handing the keys back to Servants.
- Restore the room to the condition it was in at the start of the tenancy, after allowing for fair wear and tear; and
- Return all keys to Servants.

Landlord responsibilities

Servants commits to fulfil its role as landlord under the RTA.

We will:

- Ensure the room is in reasonably clean condition prior to a tenancy commencing, is maintained to a community standard, and never below a habitable standard.
- Provide residents with a written statement setting out the rights and duties of Servants and the resident under a tenancy agreement.
- Inspect the premises every six months. See our Inspections Policy for more detail.
- Undertake responsive and cyclical maintenance, and have a flexible program of upgrades that can take advantage of vacancies.
- Ensure all maintenance is undertaken by qualified tradespeople.

Managing tenant repair charges

If Servants considers that the resident has breached their responsibilities as outlined in the tenancy agreement or in this or any other applicable Servants policy by damaging their room or communal area, we may seek repair charges for the costs to repair the damage.

We will undertake the following steps to seek to recover repair charges:

- Inspect the premises and complete a property condition report ideally with the resident present,
- Collect evidence of the damage sustained by the room or common area, and evidence of how the damage may have occurred, including photos,
- Detail in a transparent and comprehensive manner the repair charges to recover the costs of the repairs and maintenance,
- Provide the resident in a written notice of the resident repair and maintenance costs. The notice will outline the proposed terms of the repair charges. See below for more detail.

Urgent Repairs

Urgent repairs are not subject to resident repair charges except where due to deliberate damage or neglect caused by the resident or a visitor who enters the property with the resident's permission. Servants will repair as a matter of urgency the following:

- a burst water service
- a blocked or broken toilet system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by Servants for hot water, water, cooking, heating, or laundering
- failure or breakdown of the gas, electricity, or water supply
- any fault or damage in the premises that makes the premises unsafe or insecure
- an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- a serious fault in a lift or staircase.

Repair charges

Repair charges for damage and repairs will be sought from residents in the following circumstances:

Intentional damage to the property

- alterations being made without approval
- alterations carried out by or on behalf of the resident not conforming to Servants' requirements
- fixtures or fittings installed do not meet the required standards of Servants
- floor coverings being removed without the consent of Servants
- malicious damage to the room or communal area
- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as rubbish, sanitary products, wipes or other items

Neglectful damage:

- broken and damaged clotheslines and hoists
- broken windows
- burns or other damage to carpets that cannot be considered fair wear and tear
- damage caused by neglect
- damage to toilets, basins, showers, and bathtubs
- damaged/missing doors and window screens
- failure to keep the property in a reasonably clean condition
- failure to take care to prevent damage to the property
- pest control

Compliance with third party instructions:

- instances where emergency services are required to gain access to the room, the resident may be invoiced for the cost of any associated damage
- a direction from Victoria Police
- a direction from council by-laws (e.g. hoarding)
- a direction from the Metropolitan Fire Brigade or the Country Fire Authority
- the room being damaged or destroyed by fire as a result of the actions of the resident, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- a compensation or compliance order from VCAT

Conclusion of the tenancy:

- approved alterations being made during the tenancy and the room not being restored to the condition existing at the start of the tenancy or as at completion of the most recent works undertaken by Servants (fair wear and tear excepted)

- broken locks or where keys have not been returned to Servants at the end of a tenancy
- end of tenancy cleaning
- any costs associated with the removal of resident property such as furniture, appliances, personal effects or vehicles left behind at the end of the tenancy

Prior to taking any action in relation to damage to the room (and related tenancy breaches), Servants will investigate and confirm the resident's responsibility for the damage, including discussing the matter with the resident. Servants will undertake a human rights impact assessment before determining whether to issue a tenancy breach relevant to the level of damage at the property.

Determining responsibility for damage to the premises

To determine who is responsible for the cost of repairing damage to the room or communal area, Servants will ensure the process is fair, timely and evidence based by:

- Inspecting the premises and documenting the damage where appropriate
- Taking into account the condition of the room at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the room
- Taking into account damage due to fair wear and tear, which Servants is responsible to repair
- Taking into account damage due to an emergency situation where there was good cause to believe that the resident's health and wellbeing was at risk
- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the resident is required to provide evidence.
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases, a Police report should be supplied by the resident.
- Discussing the items of damage with the resident and recording information the resident or a third party gives Servants about the possible cause of the damage
- Taking into account the type of damage and any information concerning liability the resident gives to Servants when reporting the damage

In circumstances of criminal activity, the resident is requested to provide evidence within 7 days, proving the resident has reported the matter to the Police, such as a Police statement or Police Event Number.

Where Servants determines that the damage is a result of intentional damage, mistreatment or neglect, the resident will be responsible for the cost of repair work.

Servants will seek to recover the cost of repairing the damage from the resident or in certain circumstances, for example where the damage is caused by an external party, may seek compensation elsewhere.

Appealing decisions about tenant repair costs

If a current or vacated resident disputes the amount of the resident repair charges or denies responsibility for the damage, Servants advises them of their right and the process to lodge an appeal for a review of the decision.

We will advise the resident that they can apply to Victorian Civil and Administrative Tribunal (VCAT) to have the condition of the room or communal area inspected and any damage determined by the tribunal (where applicable) as per the RTA.

Repayment Agreement

After responsibility has been resolved, a Servants staff member and the resident will both sign a repayment agreement detailing the costs involved and how it will be paid. The repayment can be made as a lump sum or series of instalments.

Residents may choose to have third party support in resolving and negotiating the matter, for example a support worker or advocate. During the negotiation, staff will take into account fair wear and tear.

If the resident accepts liability for the identified damage, the claim should be considered a substantiated resident repair charge. The resident may either pay the amount in full or enter into a repayment agreement. The total repayment amount cannot exceed 5% of the resident's total income unless approved by the Tenancy Manager and/or CEO, and agreed to by the resident.

Breach and Compliance Process

If an agreement cannot be reached, or an agreement is broken, Servants will pursue the costs through the breach and compliance process under the RTA.

This may include:

- issuing a breach of duty notice under s. 208: *Breach of Duty Notice* for:
 - s. 61: *Tenant must avoid damage to premises or common areas*
 - s. 63: *Tenant must keep rented premises clean*
 - s. 64: *Tenant must not install fixtures, etc. without consent*

Communication

Servants will provide clear information to residents on this policy, and will inform residents when the policy is being used to recover costs.

Related policies

Code of Conduct and Conflict of Interest Policy

Complaints and Appeals Policy

Inspection Policy

Maintenance and Repairs Policy

Legislation and standards

This policy implements the obligations of Servants under:

- Residential Tenancies Act 1997
- Housing Act 1983 (Vic)
- Guidelines for Registered Housing Agencies published by DFFH
<https://providers.dffh.vic.gov.au/guidelines-registered-housing-agencies>
- Performance Standards for Registered Housing Agencies

Transparency & Accessibility

This policy is available on the Servants Community Housing website

<https://www.servants.org.au/policies-procedures/>

Review

This policy was written in April, 2019 and was reviewed in November 2022. It is scheduled to be reviewed in November 2023.

The Resident Repair Charge Policy will be reviewed every three years. During each review, the staff will assess this policy to ensure its continued compliance with the relevant legislation and standards.