

M12 Tenant/Renter Repair Charge

1. Purpose

YWCA National Housing and YWCA Housing's (YWCA) are committed to ensuring its renters/tenants live in suitable and appropriate homes that are maintained adequately and to standard. This policy defines the responsibility for payment of maintenance undertaken on YWCA properties.

2. Scope

This policy applies to all YWCA staff, contractors and volunteers involved in tenancy management and property maintenance (Employees). The policy applies to both residential rental agreements and rooming house agreements. Unless stated otherwise, references to "renters/tenants" include rooming house residents and references to "tenancies" include rooming house residencies.

3. Policy Aim

This policy aims to ensure that YWCA properties are maintained in good repair and that fair and equitable approaches are applied in the management of maintenance and repair of YWCA properties and any renter/tenant liability that may be incurred as the result of the cause of the repair requirement.

4. Definitions

Repair	The work required to fix a property fixture or fitting that has been broken, damaged or otherwise effected to restore functionality or building quality
Reasonable care	The act of taking all necessary actions that would constitute maintaining a home or space to avoid causing damage
Repair charges	The amount charged for a repair to be completed and the item/fixture returned to original condition
Renter/tenant	A person who is a signatory to the lease/rental agreement with YWCA for the home they live in and includes rooming house residents
Repayment agreement	An agreement between YWCA and a renter/tenant to recover the repair costs incurred by YWCA on behalf of the renter/tenant

5. Policy Statement

The Residential Tenancies Act (RTA) outlines the rights and duties of the tenant and the landlord which forms the basis of the Tenant Repair Charge Policy. YWCA will perform repairs to ensure that the premises are maintained in good repair.

Renters/tenants must ensure that care is taken to avoid damage to premises, damaging their property and take reasonable care to avoid damaging the common areas. Renters/tenants must inform YWCA as soon as possible once they become aware of damage to or maintenance required for their property.

YWCA will seek to recover repair charges from tenants in circumstances where repairs to the premises are necessary, as a result of deliberate damage, misuse or neglect caused by the renter/tenant, another household member or a visitor who enters the property with the tenant's permission.

YWCA will not seek to recover repair charges for:

- wear and tear that occurs to the property through ordinary day-to-day use of the property.
- instances of family violence
- third-party criminal damage
- mental and physical health issues
- 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 tenants, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, YWCA may serve an immediate Notice to Vacate and/or Termination Notice as per the relevant state Residential Tenancy Act for the jurisdiction of the property.

This policy includes additional or replacement of lost, missing or damaged keys, fobs, remotes or access cards for which the renter/tenant is liable.

6. Renter/Tenant Responsibilities

Renter/Tenants will:

- Abide by the terms and conditions of their Residential Tenancy Agreement.
- Take good care of the property and keep it reasonably clean.
- Notify YWCA immediately if the property has been damaged.
- Pay costs for damage that results from deliberate action, mistreatment or negligence of a tenant, household member or visitor, that 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, such as break and enter or vandalism.
- Upon request by YWCA, rectify any alterations carried out by the tenant before returning the keys at the end of a tenancy.
- Restore the property to the condition it was in at the commencement of the tenancy;
- Return all keys, fobs or passes to YWCA at the end of a tenancy.

7. Management of Renter/Tenant Repair Charges

If YWCA considers that the tenant has breached their responsibilities, YWCA may seek repair charges for the costs to repair the damage.

This includes alternations without approval or completed without conforming to YWCA requirements and standards, intentional and/or neglectful damage, and compliance with third party instructions such as emergency services requiring access to the premises or a directive from police.

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

- Inspect the premises;
- Collect evidence of the damage sustained and how it was sustained;
- Provide the renter/tenant a report of repair charges incurred to recover the costs of the repairs and maintenance.

Prior to taking any action in relation to damage to the premises YWCA will investigate and confirm the renter/tenant's responsibility for the damage in a process that is fair, timely and evidence based, and allow the renter/tenant to respond.

8. Management of Renter/Tenant Key Charges

When new/replacement fobs, keys, access cards or remotes are required, the renter/tenant will be required to pay the cost prior to collection of the new key. In the instance of an afterhours call out, the renter/tenant will be required to pay the contractor directly.

9. Appealing Repair Charge Decisions

In the event a tenant disputes the amount of the tenant recharge or denies damage responsibility, YWCA will advise tenants of their rights and process.

Renters/Tenants may apply to a Civil Administrative Tribunal or Magistrates Court to have the condition of the premises and any damage determined by the tribunal/court (where applicable) as per the state residential tenancy act.

10. Repayment Agreement

After responsibility has been determined, a repayment agreement will be signed by both parties (if applicable). If the renter/tenant accepts liability for the identified damage, the claim should be considered substantiated as renter/tenant repair charge. The renter/tenant may either pay the amount in full or enter into a repayment agreement with YWCA. If the renter/tenant has vacated the property, a claim for the amount will be made against the bond and outstanding balances will be requested from the renter/tenant.

11. Breach or compliance process

If an agreement cannot be reached, or an agreement is broken, YWCA will pursue the costs through the breach and compliance/performance process under the applicable state residential tenancies act and in line with YWCA policy and procedures. This may include issuing a breach of tenancy agreement with rectification requirements to ensure the tenancy is sustained and the property maintained as required.

12. Complaints, Feedback, and Appeal of Decisions

YWCA has an effective and appropriate response in place to deal with complaints and ensures that accurate information and records of investigations are maintained. YWCA will ensure that privacy principles are followed at all times and tenant confidentiality is maintained throughout the incident management process.

YWCA welcomes anyone to query any decisions we make and/or ask questions about our work practices. If a customer wishes to provide feedback to YWCA and/or believes a decision made by us is incorrect, they can register their feedback and/or lodge an appeal using the YWCA Feedback and Appeals Policy.

Document Control Data			
Policy Framework			
Responsible Body	Chief Executive Officer		
Accountable Officer	General Manager, Community Housing		
Application	All employees of YWCA		
Supersedes	All previous local policies		
Associated documents	YWCA Housing Policies and Procedures YWCA Feedback and Appeals Policy and Procedures YWCA Privacy Policies and Procedures YWCA Customer Service Charter		
Legislation, Frameworks, Standards, Codes and Agreements	Housing Assistance Act 1996 (COM) Housing Act 1983 (VIC) Housing Act 2003 (QLD) Housing Regulations 2015 (QLD) Housing Act 1982 (NT) Residential Tenancies Act 1997 (VIC) Residential tenancies & Rooming Accommodation Act 2008 (QLD) Residential Tenancies Act 1999 (NT) National Affordable Housing Agreement Victorian Charter of Human Rights and Responsibilities Act 2006 Queensland Human Rights Act 2019 National Community Housing Standards Department of Human Services Standards (VIC) Consumer Charter for Community Managed Housing and Homelessness Services (VIC) National Community Housing Regulatory Code Victorian Community Housing Regulatory Code State based agreements between YWCA and statutory bodies		
Approval and Amendment History			
Review period – 2 years			
Approval Date	Version	Amendments	Next Review
June 2022	1.0	Superseded Tenant Recharges Policy	June 2024