

Allocations manual

Signing the residential tenancy agreement

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Definitions

See **Introduction and conditions of public housing offers chapter** of this manual

Signing the residential tenancy agreement policy

Introduction

A tenancy agreement is a document that lists the rights and responsibilities of the tenant and the Director of Housing (the Director) (as landlord) in accordance with the **Residential Tenancies Act 1997 (RTA)**. The agreement is legally binding on both parties and contains clauses that relate directly to sections of the **RTA**.

Residential tenancy agreements are signed when:

- applicants from the Victorian Housing Register (the register) accept an offer of public housing, including transfer applicants
- tenancy rights are transferred from one household member to another, as referred to in the **Transfer of Tenancy chapter** of the Tenancy Management manual
- public housing tenants conduct mutual swaps.

Note: Each individual, 18 years and over who is eligible to sign a residential tenancy agreement must receive an independent income. For example, a 19 year-old at home receiving Youth Allowance (YAH), is unable to sign a residential tenancy agreement. The YAH received is not an independent income because it is based upon the parent's or guardian's income.

The **Signing the residential tenancy agreement policy** is to be used in conjunction with the register's **Eligibility policy framework and operational guidelines**.

Decisions about signing residential tenancy agreements are made in accordance with the register's Allocations framework and each social housing organisation's Allocations policy.

Before signing a residential tenancy agreement, household members must meet the register's eligibility requirements and other conditions the department requires to be satisfied by sign up stage, for example, payment of outstanding charges.

Human rights considerations

All departmental staff are required to consider the potential impact of any proposed action on the person's (and their household's) rights under the **Charter of Human Rights and Responsibilities (2006)**.

By taking a human rights based approach, the department is able to ensure the client and tenant are at the centre of all decisions made. It does not mean that tenant's human rights can never be limited. It means that any decisions made that do limit the tenant's human rights must be lawful, necessary, logical, reasonable and proportionate.

Staff taking action in line with this Allocations manual must:

- understand the objective and rationale of the actions they are taking
- consider the impact of a proposed action on the person's Charter rights (more than one might be relevant)

- consider whether the proposed impact is balanced and proportionate and necessary to achieve the objectives for these operational guidelines, and
- choose the least restrictive measure available.

The [Charter of Human Rights and Responsibilities – A guide for Victorian Public Sector Workers](http://www.humanrightscommission.vic.gov.au) is available at <www.humanrightscommission.vic.gov.au>

Conditions of sign up prior to signing a departmental residential tenancy agreement

For applicants in receipt of a Centrelink benefit

In accordance with the departmental residential tenancy agreement, the department asks all household members who are:

- in receipt of a Centrelink benefit, and
- eligible to sign the residential tenancy agreement,

to sign a *Centrelink Rent Deduction Service (RDS) form* for payment of their portion of the rent, or if they nominate, the total rental charge for the household. This requirement must be met prior to the residential tenancy agreement being signed, and applies to all new tenants, and transferring tenants with a poor payment history. Transfer tenants with a poor payment history are identified as those against whom the department has obtained an order for possession for rental arrears within the last two years.

Tenants retain the right to withdraw from RDS without penalty at any time after the tenancy commences.

Note: If any eligible household member who wants to sign the residential tenancy agreement refuses to sign the Centrelink RDS form, the department cannot proceed with the sign up and their offer of housing will be marked as refused.

For applicants not in receipt of a Centrelink benefit

If any eligible household members are not in receipt of a Centrelink benefit, they are not required to sign a *Centrelink RDS form*. They are advised of the alternative rental payment options available.

Properties with a separately-metered water utility

From 1 July 2012, landlords are required to provide the particulars of the occupier of a separately-metered property to the relevant water authority at the commencement of a tenancy, in accordance with s273A(1)(c) of the Water Act 1989, in a *Release of information to water authorities form*.

Tenants' obligations regarding the payment of water bills are detailed in the Service Charge Details page of the residential tenancy agreement, RTA (s.52), and the departmental leaflet "Using water in public housing" or [website "Paying for water use"](http://www.housing.vic.gov.au) <www.housing.vic.gov.au>.

Accounting Services in Finance Branch reports to all water utility companies notifying them of new departmental tenancies with separately-metered water services.

Properties with items 'gifted' by the Director of Housing

Some properties may have items or amenities which have been installed by previous tenants as non-standard fixtures or fittings, and are not part of the Director's property being rented out, for example, air-conditioning or a car port.

Generally, the department arranges for the removal of non-standard fixtures and fittings prior to the commencement of a new tenancy.

Where the items or amenities are not removed, the new tenant/s has the option of retaining any or all of these items and taking ownership of them as a 'gift' from the Director. If the new tenant accepts the 'gift', it becomes the tenant's personal property. As the legal owner, the tenant is responsible for its instalment by specialist contractors (where required) and its maintenance. They may also be required to remove them from the premises at the end of the tenancy.

Statutory declaration about the ownership of property

Tenant/s signing a residential tenancy agreement must reconfirm that they satisfy the department's eligibility criteria concerning the ownership of real estate by signing a statutory declaration. All signatories to a residential tenancy agreement sign individual statutory declarations which are witnessed by the appropriate local office staff.

If the tenant/s refuses to sign the ownership of real estate statutory declaration, the department cannot proceed with the sign up and their offer of housing will be marked as refused.

If it is later determined that the tenant provided information in the statutory declaration that was inaccurate or false, the statutory declaration may be used as evidence to support the issuing of a notice to vacate under the **RTA (s.252) False statement to housing authority**.

When considering whether or not to seek possession of the property under these circumstances, the **Victorian Charter of Human Rights and Responsibilities Act 2006** (the Charter), will need to be considered. The Legal Services Branch (LSB) can be contacted for assistance with considering the Charter.

Tenant/s signing false statutory declarations may also be subject to criminal prosecution for breaches of the **Evidence Act 1958**.

Proof of identity documents

The management of tenancy issues, in particular investigations relating to occupants unknown to the department, necessitate the establishment of client identity when entering in to a tenancy agreement. Lodgement of proof of identity documents (for all household members signing the tenancy agreement) when a property offer is accepted, or at the pre-sign up information session, will support housing staff to better manage tenancies. Hence, all Department of Health and Human Services clients, as public housing tenants, are required to prove their identity when entering into a tenancy agreement.

Identity must be established through the provision of original documents or certified copies in accordance with the [proof of identity factsheet](http://www.housing.vic.gov.au) <www.housing.vic.gov.au> which detail the type of identity documents the department will accept.

Neighbourly behaviour statement

The expectations for public housing tenants are articulated in the [Neighbourly behaviour statement](http://www.housing.vic.gov.au) <www.housing.vic.gov.au> issued by the Director of Housing.

This document outlines the behaviour expected of tenants in being 'good neighbours', demonstrated primarily through:

- respecting people's rights and privacy
- being responsible for their action and those of their family and visitors
- respecting communal areas
- being considerate and tolerant of others
- ensuring the rented property is not used for an illegal purpose.

A *Neighbourly behaviour statement* must be signed by all tenants before a new tenancy can commence.

In the event a tenant refuses to sign the *Neighbourly behaviour statement*, the housing offer will be withdrawn and they will be removed from the register.

Commencing a tenancy

Signing the residential tenancy agreement

The department asks all household members who satisfy the register's eligibility criteria for the specific category they have been approved for, to sign the residential tenancy agreement.

A copy of the booklet 'Renting a home: A guide for tenants' is given to the tenant/s when a residential tenancy agreement is signed. This is a requirement of the RTA, and financial penalties apply if a copy is not provided.

Tenancy start date

A tenancy commences on the Sunday after:

- the keys are available, and
- the residential tenancy agreement is signed.

Residential tenancy agreements cannot be dated beyond the coming Sunday.

The residential tenancy agreement continues from week to week until terminated in accordance with the RTA.

Payment of rent

On the day the residential tenancy agreement is signed, the tenant/s is/are required to pay a minimum of one week's rent in advance. The rent payment is confirmed before the tenant/s receive/s keys to the property.

Special circumstances

Refer the register's Matching clients with housing and special accommodation requirements operational guidelines

Group households and extended families

All household members aged 18 years and over in receipt of an independent income are required to sign the residential tenancy agreement. Applicants who are 15 to 17 may also become tenants if they are in receipt of an independent income. The following tenancy conditions also apply:

- each signatory has equal rights and responsibilities for the tenancy
- one account number is created for the tenancy
- all signatories are jointly and severally responsible for payment of rent and any outstanding charges that may result from the tenancy.

All signatories are equally responsible for notifying the department, in writing, of future changes to the household's composition.

Permanent live-in carer

If the live-in carer meets the register's eligibility requirements and other conditions the department requires to be satisfied at sign up stage, the applicant and carer can be allocated housing as joint tenants. The carer signs the residential tenancy agreement and has full tenancy rights.

Live-in carers that do not satisfy the eligibility criteria do not sign the residential tenancy agreement and do not have tenancy rights. Instead, the live-in carer is a resident only.

Rostered attendant carers

An extra bedroom is allowed for rostered attendant carers providing the applicant has provided documentation to demonstrate their need for such care, as outlined in the register's **Matching clients with housing and special housing needs operational guidelines**.

Rostered attendant carers do not sign the residential tenancy agreement and do not have tenancy rights.

Information about the income of the rostered attendant carers is not required when calculating the tenant's rental rebate entitlements.

Applicants under 15 years of age

Approval from the Tenancy and Property Manager (VPS5 or above) is required before an applicant under 15 years of age is permitted to sign a residential tenancy agreement. It is necessary for residential tenancy agreements to be signed, or co-signed, by the applicant's legal guardian.

As with all applicants under the age of 18 years, consideration from the Tenancy and Property Manager or (VPS5 or above) at the time of the original application must also be confirmed before a residential tenancy agreement is signed.

It is expected that applicants under 18 years of age will have a support connection with an approved support provider at offer and sign up stage. Team Leaders and Tenancy and Property Managers are to be involved in developing the plan to establish the tenancy after sign up.

Transfers and mutual swaps

Refer Mutual Swaps chapter in the Tenancy Management manual

Transfer and mutual swap applicants are required to sign new residential tenancy agreements for the properties to which they are moving, as outlined in the **Mutual Swaps chapter**.

Rent will continue to be charged on the property that the tenant is transferring from until they have returned the keys and signed a 'Notice of intention to vacate'.

Rent and other charges

Refer Rental Rebate manual

Rent

Household members signing a residential tenancy agreement accept that the rental charges will be the full market amount, however tenants may be eligible for a rental rebate. The tenant/s may complete an *Application for rental rebate* for any rental rebate they could be eligible for to be assessed. The form and rental rebate calculation must be completed prior to the department's residential tenancy agreement being signed, as detailed in the **Rental Rebate manual**.

Rent charges commence the first Sunday following the date on which the residential tenancy agreement is signed.

Service charges

Tenants living in particular types of housing, such as high-rise accommodation, are charged a weekly service charge for such services as:

- the provision of water
- heating
- communal laundry facilities.

These charges are calculated by the department, based on the costs associated with providing the services.

The service charge, if applicable, is printed on the residential tenancy agreement.

Car parking bays

Some public housing estates have car-parking facilities available to tenants and residents with cars.

The number of bays that can be allocated per household is dependent on availability. If available, a car-parking bay is allocated after the residential tenancy agreement is signed, as outlined in the **Car parking in public housing operational guidelines** in the Tenancy Management manual.

There is a charge for parking bays. This charge may vary by locality and the type of bay.

Pets

Tenants living in public housing with fenced backyards may keep domestic animals providing that local government by-laws concerning the ownership of animals are not breached.

Tenants living in flats or units without fenced backyards may keep small pets, such as one small dog (maximum), or two cats (maximum) or two birds (maximum). If tenants want to keep other types of animals, approval must first be sought from the Tenancy and Property Manager (VPS5 or above)

It should be noted that some public housing properties are subject to owners' corporation rules and regulations, and the owners' corporation rules concerning the ownership of pets cannot be breached.

Livestock, e.g. chickens or goats, are not permitted except where allowed by local government authorities and only with approval from the Tenancy and Property Manager (VPS5 or above).

It is a requirement of the **RTA** and local government by-laws that pets do not:

- disturb neighbours
- create a nuisance
- pose a health threat or danger to the community.

Release of information forms

If the applicant or another household member has a support worker, they are requested to complete a *Form of authority: Release of information to an external agency*.

Applicants must provide details of their legal representative or next-of-kin in an [emergency contact form](#), so the department may contact them in the event of an emergency.

Tenancy condition reports

Refer Maintenance manual

The department inspects properties at the commencement and termination of all tenancies. The records of these inspections are called tenancy condition reports (TCRs). The TCR is a record of the physical state of the property and includes the condition of surfaces, and fixtures and fittings, as detailed in the **Maintenance manual**. This provides an agreed statement of the condition of the property for both the tenants and the landlord.

The information recorded on the reports is used in:

- planning future programmed maintenance works
- resolving issues about the condition of a property at the end of a tenancy.

When signed by local office staff (as the Director's delegate) and the tenant(s), the TCR is an agreement between both parties about the condition of the property at the start of the tenancy. If, at the end of the tenancy, disputes about the condition of the property cannot be resolved, the TCR can be used by either party as evidence at the Victorian Civil and Administrative tribunal (VCAT) concerning Maintenance Claims Against the Tenant/s (MCAT), as referred to in the **Tenant property damage operational guidelines** in the Maintenance manual.

Reversing a residential tenancy agreement

With approval from a Tenancy and Property Manager (VPS5 or above), a residential tenancy agreement may be reversed if the department is notified within five working days of signing the agreement and:

- an internal inspection of the property was not conducted for medical reasons (e.g. the applicant was in hospital), or they were not provided with the opportunity to view the property (e.g. the keys were not available)
- the property is not appropriate for reasons not disclosed to the tenant before signing the residential tenancy agreement, and that with prior knowledge would have affected their decision to accept the property, e.g. the property is part of an owners' corporation that does not allow pets.

The tenant must demonstrate, with relevant documentation, why the residential tenancy agreement should be reversed, for example, detailed medical reports, letters from a social worker or letters from support workers.

If appropriate documentation is provided and the reversal is approved by the Tenancy and Property Manager (VPS5 or above), the offer is not counted as one of the applicant's two reasonable offers if approved for Priority access. The tenant completes another application for the register, however, they retain their original effective date, that is, the effective date of the original application used for the reversed sign up.

If documentation is not provided or the request is not approved, the applicant will need to reapply for the register, and will not retain their original effective date.

Signing the residential tenancy agreements procedures

Arrange the sign up appointment

Refer **Offers of housing** chapter of this manual

Contact the applicant to arrange a time to sign the residential tenancy agreement

Where necessary, authorised housing staff, with client consent, should use [Centrelink's Contact and Address Verification \(CAV\) Service](#) < www.humanservices.gov.au > to access and view current address and contact details in order to confirm the details held by the department or locate a client so a time to sign the residential tenancy agreement can be arranged.

Arrange with the applicant an appointment time to sign the residential tenancy agreement at the local office. All independent household members are required to sign the agreement and must attend the appointment.

Advise the applicant that they are required to bring:

- current income documentation for all members of the household listed on the application, if documentation was not provided within the past two weeks
- a bank statement spanning eight weeks for each member of the household receiving an independent income that is not a Centrelink pension or benefit. This can be the 'most recent' bank statement received and is needed for the rebate to be assessed. Balances no more than four weeks old need to be supplied where the asset documentation previously supplied is more than four weeks old by the date of the sign up (see **Note** below)
- money to pay a minimum of one week's rent immediately after signing the agreement. Inform the applicant of the estimated weekly rent payable
- proof of identity for all household members over 15 years of age who receive an independent income. Identity is established through the provision of original documents or certified copies in accordance with the [Proof of identity factsheet](http://www.housing.vic.gov.au) <www.housing.vic.gov.au>, which detail the type of identity documents the department will accept
- proof of identity for dependent child/children through the provision of:
 - A Medicare card, or Health Care card, and
 - A copy of the birth certificate or extract.
- if applicable, car registration papers for allocation of a car parking bay.

Note: Asset information can be derived from a Centrelink income statement. Clients who receive a Centrelink income may give authorisation to the department to obtain their income and assets information directly from Centrelink. Alternatively, the department can assess assets based on a hard copy Centrelink income statement submitted by the client. There is no need to supply bank statements or other asset documentation in such cases. All other applicants should provide bank statements not more than four weeks old showing cash holdings.

If any of the signatories are under 15 years of age, also arrange for their legal guardian to be present.

Arrange an interpreter if the applicant does not speak English.

If the applicant has a support worker, carer or representative who is also required to attend the sign up interview, make contact to ensure that the interview time is suitable for them to attend.

Note: The department may conduct a pre-sign up information session with the tenant prior to the signing of the residential tenancy agreement to enable the tenant to ask questions and to fully understand the conditions of the new tenancy. The information session can be held at the time the applicant accepts the offer.

Applicants approved to the Homeless with support category or other Priority access categories and receive support from an approved support provider are expected to have involvement from their support worker during this stage. (Refer to the **Offers of housing chapter** from this manual and the register's operational guidelines for information about the support requirement after sign up).

Where applicants without a support connection require support to successfully establish their tenancies, housing staff are to consider a referral to an appropriate support service or the Social Housing Advocacy Support Program provider in their area.

The applicant does not attend the appointment

If the applicant does not attend the sign up interview and does not contact the local office within 24 hours, attempt to contact the applicant and the representative or support worker by telephone.

If contact is made with the applicant, determine if they still wish to proceed with the sign up, and arrange another interview time. If they do not wish to proceed, determine whether they wish to defer their next offer, and select a new applicant to offer the property to as referred to in the **Offers of housing chapter** of this manual.

Where contact is not made with the applicant, or the applicant advises that they no longer wish to move into the property, local office staff should obtain the agreement from the Team Leader (VPS4 or above) in writing, via a file note on the offer, before changing the offer from 'Accepted' to either 'Refused' or 'Cancelled', depending on the circumstances.

If this is the applicant's first refused offer while approved for Priority access, send a letter to the applicant advising the outcome of the offer and that their application has been returned to the same Priority access category.

If this is the applicant's second refused offer on Priority access, the application is approved to the Register of Interest.

If the applicant was unable to be contacted, remove the application from the register.

Send a letter via HiiP advising of the application's current status and that the applicant may lodge an appeal should they wish to dispute the decision.

For information about reviving applications after an applicant makes contact, refer to the register's **Assessing and managing applications operational guidelines**.

Eligibility

Refer the register's Matching clients with housing and special accommodation requirements operational guidelines

Before signing a residential tenancy agreement, household members must meet the register's eligibility requirements and other conditions the department requires to be satisfied by sign up stage, for example, payment of outstanding charges.

Check with the applicant that the details provided on the completed *Property offer form* have remained unchanged. Record on the form and in HiiP that the information was reconfirmed.

If any details have changed, update the details in HiiP and reassess the application for eligibility.

If the household is still eligible to receive the offer of housing, proceed with the sign up.

The household is no longer eligible

If the household is no longer eligible for housing, cancel the offer in HiiP, recording the appropriate reason. The system will automatically remove the application from the register. Discuss the application with the applicant, including the reason for their ineligibility.

A letter is automatically printed from HiiP stating why the application was removed from the register, the circumstances where applications may be revived, and the department's appeal process. Provide the letter to the applicant, or alternatively send the letter by post.

The household is no longer eligible for the type of housing offered

This may occur if the household composition changes or the applicant advises that a member of the household has property or location special accommodation requirements (SAR), as referred to in the register's **Matching clients with housing and special accommodation requirements operational guidelines**. Update the relevant details and reassess the application in HiiP to determine whether or not the household is still eligible for the property offered. HiiP will also determine the appropriate number of bedrooms.

If still eligible record the offer as 'Refused' in HiiP, selecting the appropriate reason. Request that the applicant provide documentation confirming the new household composition or the SAR need. If the applicant is entitled to further offers of housing, inform them of the appropriate types of accommodation

that they could be offered. If necessary, discuss with the applicant other appropriate preferred areas and place the application on their chosen areas.

If documentation is provided by the applicant regarding the SAR need, enter the details in HiiP and make a recommendation to the Team Leader to assess the request. If the SAR need is approved, update the offer status to 'Cancelled' in HiiP, selecting the appropriate reason.

Scan any documentation provided by the applicant into HiiP, and send the applicant the HiiP-generated letter confirming the circumstances.

Transfers

Transfer applicants

Identify any outstanding charges on the transferring tenant/s' rental account, maintenance account, or past bond loan accounts. Also investigate whether there are MCATs not yet resolved or still to be applied. If there are outstanding charges and the application has been approved for a Priority access transfer, check that the applicant satisfies the department repayment policy.

Register of Interest applicants must repay all debts prior to being offered a property and signing a residential tenancy agreement.

If a new tenancy is approved, enter in HiiP the code 'TRP' (transfer pending). This will permit the establishment of a new tenancy. Follow the normal procedures discussed within this chapter.

Advise the tenant(s) that they will still be charged rent on their existing tenancy until the keys to the property are returned to the department and a termination notice signed.

Note: Advise tenants that if they are in receipt of a Centrelink income and an order for possession has been obtained on their tenancy within the last two years, they will be required to sign a Centrelink RDS form prior to signing the residential tenancy agreement.

Tenancy sign up

Signing up a tenancy

Confirm with the applicant that they still wish to proceed with the tenancy. Prior to creating a tenancy on HiiP, check with the applicant that all details on the application form and on HiiP are correct. Take note of birth dates, the spelling of names, income details and the relationships between household members, such as self, dependant, spouse, etc. Correct any inaccuracies.

Remove any reletting restriction from the property. To remove a central office reletting restriction, send an email to pao@dhhs.vic.gov.au.

Create a new tenancy in HiiP. By default, the postal address will be the address of the property offered to the household. If another address is to be used for correspondence, update the appropriate field in HiiP.

Make sure that the people who are to sign the tenancy agreement have the role of 'TEN' on HiiP. Only the names of the applicants with this status will print on the agreement. Only those household members that satisfy all rental housing eligibility criteria are able to sign the tenancy agreement.

After confirming all the above details, print the tenancy agreement. Three copies of the agreement will print and are labelled as follows:

- landlord's copy
- tenant's copy
- duplicate copy.

In addition, statutory declarations concerning the ownership of real estate will print to be signed by those people signing the residential tenancy agreement.

Note: A rental payment card is automatically ordered for the applicant

Car parking facilities

Refer Car parking in public housing operational guidelines in the Tenancy Management manual

If parking bays are available for allocation to tenants, check whether the tenant/s or resident/s own/s a car. Ownership of a car is demonstrated by providing car registration papers. Copy the papers and attach the copies to the application file.

If the tenant or other household member requires a parking bay, and one is available, allocate the parking bay to the tenant before calculating the rental rebate.

If parking facilities are required, but a vacant bay is not available, place the tenant's name on the appropriate parking bay waiting list.

Rental rebate

Refer Rental Rebate manual

Advise the tenant/s that they may be entitled to a rental rebate. The *Application for rental rebate* must be completed along with the *Centrelink RDS form* for the required tenant/s prior to the residential tenancy agreement being signed.

Explain to the tenant/s that:

- rental rebates are a subsidy that may be reviewed at any time
- the rental rebate is determined by household income, as outlined in the **Rental Rebate manual**
- if a household member's income changes or the household composition changes, the tenant must immediately notify the department in writing
- failure to report changes immediately may result in a rebate adjustment effective from the date/s the changes occurred. This may result in rental arrears
- routine reviews of rental rebates are generally carried out every six months

To claim a rental rebate, the tenant must complete an *Application for rental rebate*. In special circumstances, the local office may assist the tenant to complete the form as a representative of the tenant; however, another appropriate staff member would be required to witness the statutory declaration. Visual impairment is an example of a special circumstance.

Refer to the **Rental Rebates manual** for information about processing an application for a rental rebate.

Signing tenancy documentation

The Centrelink Rent Deduction Service (RDS) form

Once the rental rebate is assessed, explain that all tenants in receipt of a Centrelink benefit must sign a *Centrelink RDS form* for their portion of the rent or if nominated the total rental charge. Advise that this is a condition of sign up, and if the *Centrelink RDS form* is not signed that the department cannot proceed with the sign up and their offer of housing will be marked as refused.

Advise the tenant that they retain the right to withdraw from RDS without penalty at any time after the tenancy commences.

Note: If the tenant/s is/are not in receipt of a Centrelink benefit, they are not required to sign a Centrelink RDS Form, advise them of the alternative rental payment options.

The statutory declaration concerning the ownership of real estate

The ownership of property is to be discussed after the *Application for rental rebate* and *direct debit forms* are completed and before the residential tenancy agreement is signed. The signatories declare whether or not they own, or have an interest in, a flat, unit, house or land by signing the statutory declaration printed via HiiP. Each individual with the role of tenant recorded on HiiP signs a separate statutory declaration.

If clients with property interests are approved for housing due to special circumstances, inform them that their tenancy will be reassessed every six months. Also inform them in writing that they will be issued a 120-day Notice to vacate if they:

- are not taking reasonable steps to either occupy the property or to receive their share or interest in the property
- have sold their property, and the money they receive as a result of the sale places them over the department's asset limit.

Should an applicant disclose information about the ownership of real estate, and special circumstances concerning the ownership of real estate are not approved by the Tenancy and Property Manager (VPS5 or above), cancel the offer of housing in HiiP, recording the appropriate reason.

This will remove the application from the register in HiiP.

Send the applicant the HiiP-generated letter advising them why the offer was cancelled and that they may appeal the decision.

For information about reassessing applications after an applicant makes contact, refer to the register's **Assessing and managing applications operational guidelines**.

Properties with a separately-metered water utility

Where the tenant is signing up to a separately-metered property, ensure that they are informed about [releasing information to their water authorities](#).

Staff may refer to the service charges clause in the tenancy agreement, of the RTA (s.52) and the department's leaflet "Using water in public housing" or website "[Paying-for water-use](#)" <www.housing.gov.au> to help explain tenant's obligations.

Staff who are unsure if the property has bulk or separately-metered water facilities should refer to the Service Charge Details page of the tenancy agreement.

A separately-metered property is indicated by a \$0 (zero) charge in the "water service charge" line in the breakdown of total service charges listed on this page.

Tenants signing up to properties with bulk-metered water facilities are not required to complete the *Release of information to water authorities form*.

Release of information forms

If the tenant/s has a support worker, ask them if they consent to the department contacting the worker in the case of a problem with the tenancy, if the tenant cannot be contacted. If the tenant/s agrees, ask them to sign a *Form of authority: Release of information to an external agency*. Explain that they can ask for the form of authority to be removed or updated at any time during the tenancy.

It may also be useful to complete the *Housing and support plan form*.

Note: It is expected that applicants from the Homeless with support category will have a support worker that the department can contact if necessary during the establishment of the tenancy.

Tenancy condition reports (TCR)

Refer Maintenance manual

The TCR consists of three separate copies - Landlord's copy, Tenant's copy and File copy.

At the tenancy sign up interview:

- on page one of the TCR, write the name of the tenant/s, the tenancy commencement date, the date of issue and sign the report on behalf of the Director of Housing
- remove and give to the tenant all pages of the Landlord's copy and all pages of the Tenant's copy
- retain the File copy and place in the tenancy file

Explain to the tenant that they should take the TCR home and:

- check the department's assessment of the property and fixtures
- add any comments about the assessment of any individual item on both the Landlord's and Tenant's copies
- sign both the Landlord's and Tenant's copies at the space labelled 'Tenant's signature(s)' under the 'ENTRY INSPECTION' section. All signatories to the tenancy agreement must sign the TCR,
- keep the Tenant's copy
- return the signed Landlord copy to the local office within three working days of the tenancy commencement date.

Explain that if a copy is not signed and returned to the department within three working days of the tenancy commencement date, the department will rely on the TCR as evidence of the state of repair or general condition of the rented premises at the start of the tenancy.

Advise the tenants that any disagreement about the assessment of an item or fixture will be followed up by housing staff. Also explain that any items identified by the department as being in poor condition will be listed for repair works in the future. Provide the tenant with an estimate of when the works will be conducted and whether these will be carried out as responsive repairs or under programmed maintenance.

Explain to the tenant that the condition of the property will be reassessed at the end of the tenancy. In addition, inspections may be conducted during the tenancy. The report will be used to resolve any disputes that may arise, such as liability for repairs.

Properties with items 'gifted' by the Director of Housing

Refer Maintenance manual

Where the tenant has agreed to accept any items or amenities left at the property as a 'gift' from the Director, ensure that the tenant selects the correct item/s in the *Acceptance of 'gift' from the Director and Acknowledgement form*, and understands that they are solely responsible for the maintenance and repair of the 'gift' as the legal owner. In accepting the gift, they are also required to sign and date the *Acceptance of 'gift' from the Director of Housing & Acknowledgement*.

If they wish to make changes to the property or install items or amenities, they are to apply to the local office for approval using the [Application for Internal/external works permit](#).

Generating the tenancy

Signing the residential tenancy agreement

Once checking that all required information has been completed for the sign up, generate the tenancy agreement and initial payment slip on HiiP.

Two copies of the residential tenancy agreement will print as follows:

- Landlord's copy
- Tenant's copy.

Ensure all the signatories read the entire agreement. Emphasise the [rights and responsibilities of the tenants](#) <www.housing.vic.gov.au> and of the department. Carefully explain that the department charges a market rent, however, the signatories may apply for a rental rebate calculated using the household's income details.

When satisfied that the people who are to sign the residential tenancy agreement understand each of the clauses, their rights and responsibilities, ask them to sign both copies of residential tenancy agreement. Sign both copies of the agreement as the delegate of the Director of Housing.

The applicant is to keep the agreement marked 'Tenant's copy'. The landlord's copy and duplicate copy are placed on the new tenancy file.

Applicants under 15 years of age

If the applicant is under 15 years of age verify that the Tenancy and Property Manager (VPS5 or above) has agreed for the applicant to sign a residential tenancy agreement via a file note in HiiP on the tenancy history.

If the Tenancy and Property Manager has agreed for the tenancy to be created, ask the applicant's legal guardian to also sign the residential tenancy agreement. If there is no legal guardian or the guardian will not sign the agreement, the tenancy cannot proceed.

The first rental payment

Give the tenant a payment slip along with their copy of the residential tenancy agreement.

Advise the tenant of:

- the period the rental payment covers
- the date that rent is next due.

Advise the client of the location of the nearest post office so they can make the first rental payment.

Recording receipt and key movement details

The tenant must return to the local office with the receipt issued by the post office. Confirm that the payment details are correct, record receipt details in HiiP.

Record the key movement details and issue the key/s to the tenant.

Methods of paying rent

Advise the tenant they will receive a rent payment card via mail. A card is issued regardless of the rent payment method nominated.

Explain to the tenant that:

- rent is charged on each and every Sunday

- rent is to be paid in advance of rental charges, i.e. to be paid before the close of business on the Saturday that falls before the rental charge is due.

Discuss with the tenant/s the method by which they are to pay their rent.

If they are in receipt of a Centrelink benefit:

- Centrelink deducts the nominated portion or full amount of rental charge prior to issuing the tenant's Centrelink payment.

If they are not in receipt of a Centrelink benefit:

- post office payments can be made using a departmental issued rent payment card
- bank direct debits.

Discuss when rent is due, the frequency at which rental payments will be made (e.g. weekly or fortnightly is recommended), and the amount required to maintain a credit balance on the rental account. It might be worthwhile marking on a small calendar the dates that rent is due.

General information for new tenants

Refer **Maintenance manual**

Tenant information booklet

In accordance with the **RTA**, give the tenant a copy of the booklet "Renting a home: A guide for tenants".

Also give the tenant a New Tenant Information Kit. The Information Kit may include other relevant information such as:

- the local office business hours
- the local office telephone numbers
- the telephone number to call or email address for maintenance services
- the name of the local office staff member to contact regarding queries about their tenancy, rental account and TCR
- a copy of the '[Client Services Charter](#)' from the department's website
- the "Code of Conduct for Public Housing Contractors brochure"
- the 'Fire Safety in the Home' booklet
- the Neighbourly behaviour factsheet and their signed copy of the Neighbourly behaviour statement
- other information about the department and local services e.g. paying rent, repairs and preventing mould growth, car parking, utility connections, community health centres, tenant groups, community safety/ Crime Stoppers, etc.

Briefly explain the written material to the tenant/s.

Gas and electricity

Inform the tenant that they are responsible for contacting the gas and electricity suppliers (where applicable) at the commencement and termination of their tenancy. If they fail to do so, they may be billed for the gas or electricity that is used by the previous tenant or by next tenant at the property.

Maintenance

Inform the tenant of the types of maintenance that are defined as urgent in the **RTA**.

Also advise the tenant that:

- any maintenance requirements must be reported immediately as detailed in the **Maintenance manual**

- they will be financially responsible for any damage to the property, not deemed to be fair wear and tear, unless they provide a police report to confirm the damage was caused through no fault of the tenant, household members or visitors.

After-hours urgent maintenance

Advise the tenant of the telephone number to report urgent maintenance outside of normal business hours. Also, give examples of what constitutes urgent maintenance, e.g. repairs to a completely blocked sewer, a burst water pipe, a gas leak, and an electrical fault, etc, detailed in the **Maintenance manual**.

Pets

If permitted to keep their pet/s within the property, advise the tenant that they are to:

- take full responsibility for the pet
- care for the pet
- make sure the pet does not cause a nuisance
- make sure the pet does not soil common or other public areas
- make sure the pet does not endanger the health or safety of other people.

Provide the tenant with any written information about pet care and local council by-laws about keeping domestic pets where available.

Inform the tenant that the department may take legal action at VCAT if complaints are received regarding the behaviour of their pets. In addition, breaches of any local council by-laws will be reported to the relevant local government authority.

Laundries

If appropriate, inform the tenant of the available laundry facilities, e.g. where the communal laundry facilities are located. Also discuss the appropriate hours to use laundry facilities and rosters for using and cleaning communal facilities, if applicable.

Security services

If appropriate, advise the tenant of local departmental security services, the role of the security services, and provide a contact telephone number. Provide the tenant with written information where available.

Rubbish disposal

Inform tenants on high-rise estates that rubbish must be placed in small bags, e.g. supermarket bag size, and then placed down the rubbish chute situated on their floor. Larger hard rubbish must only be placed out for collection at appropriate times and collection points.

Inform tenants moving to other types of housing where the designated areas are for the placement of rubbish.

Advise all tenants about local council by-laws and rubbish removal days.

Home visits

Inform the tenant that a home visit will be conducted approximately six weeks from the commencement of the tenancy. Explain that the reason for this visit is to ensure that the tenant has settled in, and to discuss any issues or questions the tenant may have. The tenant will be contacted to arrange a suitable date and time for the visit. If the tenant has a support worker, also consider whether it is necessary for them to also attend the home visit. Further home visits may be arranged when required.

Reversing a tenancy after sign up

If an applicant decides not to move into a property after signing the tenancy agreement, establish the reasons. Request supporting documentation and forward a report to the Tenancy and Property Manager (VPS5 or above) with recommendations.

On receiving the Tenancy and Property Manager's (VPS5 or above) decision, write a letter to the applicant with information about:

- the department's decision
- why the request was approved or not approved
- register list details and estimated waiting times, if applicable
- lodging another application form which will retain their original effective date, if approved, and
- re-applying for the register, if not approved.

Place a copy of the report and letter on the application file and scan into HiiP.