



Information for tenants

6/75 Parramatta Road
Silverwater NSW 2128
Ph: (02) 8622 1500 Fax: (02) 8622 1599
Email: admin@achl.org.au

Website: www.achl.org.au

Welcome

Welcome to your tenancy with Affordable Community Housing Ltd.

The company will strive to provide you with a quality, professional service. Our commitment to you is to:

- Uphold your rights as a tenant;
- Provide an efficient and responsive service;
- Ensure that you are treated with respect; and
- Seek your involvement in improving the service you receive.

We are a non-profit organisation and have been providing affordable housing since 1996. We receive funds from the NSW Government to help us operate, and whilst our agreement with them determines how some of our services are delivered, we are an independent company.

Our 7 member Board of Directors represent the local community who are elected by the members. The company's rules ensure that only Directors who have the necessary expertise to run a company of our type and size can stand for election.

Professional staffs are employed to provide the day-to-day services of the company and, obviously, these are the people that you will come into contact with during your tenancy with us.

This booklet has been designed to further introduce you to ACHL and to provide you with some brief and useful information about the way we operate.



Department of Housing application

If you have occupied a **permanent** property, we will soon notify the Department of Housing that you are now a tenant of our company. It is likely that your name will be removed from their waiting list.

If you have not occupied a permanent property, then your Department of Housing application should remain unaffected by your tenancy with us. However you should notify the Department of your new address.

Your rental bond

The rental bond that you paid before you started your tenancy with us, will be sent to the NSW **Rental Bond Board** for safekeeping.

You can claim the full bond back when you leave. ACHL may make a claim for a part or all of the bond, if there is rent owing or damage to the property.

Property condition report

Please complete and return the copy of the Property Condition Report you have been given within 7 days, whether you have moved into the property by then or not.

Your report will be used to assess the standard of the property when you leave and so it is very important that you fully complete it and return it on time.

Your rights

As a tenant, you have rights and obligations under the Residential Tenancies Act 1987.

You have already received a booklet "The Renting Guide" which provides details about what some of those rights are. Obviously, your copy of the agreement with us will also provide details of your rights and obligations.

Membership

As a tenant, you are also a member of ACHL.

Membership allows you to participate more fully in the company by voting for Directors or for company rule changes at each Annual General Meeting.

Confidentiality & privacy

You can, at anytime, ask to see any file to do with your tenancy. As long as it will not breach the privacy of anyone else, we will readily provide the information.

Your tenancy with us is confidential. Our staff and Directors are not allowed to discuss your tenancy with anyone outside of the office, unless they have your permission. Sometimes we can be required by law to provide information about our tenants, eg to Centrelink, the Police or the Courts. In these situations, we have no alternative but to supply the information we have.

If you want us to discuss your tenancy with someone else then:

- you need to be present during the discussion; **OR**
- you need to complete and sign a “Disclosure Consent” form (available from our office) that gives approval for us to do this.
- For more information, a fact sheet called ‘your privacy’ is available at reception.

Participating in ACHL

Your involvement in the way we deliver our service is important to us. We encourage our tenants to take an interest and become involved in what we do. However, you do not have to become involved at all if you are not interested.

The company will occasionally organise forums which all tenants are invited to attend. These are used to provide information as well as being a further opportunity to have your say.

We want to hear from you if you are not satisfied with the service we are providing, or have suggestions about how it can be improved. You will always have the right to have your say, whether it’s complimentary or critical. A suggestion box is available at reception for your comments.

Additionally we have a **Tenant Council**, who plays a very important role in helping us provide a better service for all tenants. More information on the Tenant Council can be obtained from reception.

Visiting your property

You will always be given at least 7 days notice of any property inspections by our staff. The only occasions where notice may not be given, such as in an emergency or where we have obtained a legal order that allows us to visit the property without notice.

We also request that our tradespeople call and make an appointment with you before they arrive to do planned works.

Identification

You should always be comfortable that the person visiting your home is who they say they are. We use a range of different companies for repair works, so we will not issue them with identification.

If you are unsure of the caller's identity, remember the following:

- it is unlikely that we have organised any work to your property that you were not aware of;
- if you live in a capital property, the tradesperson should have a copy of a work order (on our letterhead) with them which will include your name and contact details
- if the person claims to be a staff member or real estate agent, it is unlikely that they would arrive without giving you prior written notice of their visit.

When in doubt, refuse entry and contact us immediately.

Appealing decisions

Our staff are always willing to discuss, explain and review any decision we make which affects your tenancy with us.

If a matter cannot be resolved, you are entitled to make a more formal appeal. Matters you can appeal include rent assessments; rehousing applications; water usage or any other charges made; and maintenance plans for your property.

An appeal can be made in regards to any decision made by a chcl staff member

Appeals should be made in writing and addressed to the Chief Executive Officer.

Making a complaint

Our aim is to provide a high quality, professional service to our clients. Where you consider we have failed to do so, then you have every right to make a complaint.

Most importantly, you have the right to make a complaint without fear that you will be victimised or the service we provide to you in the future will be affected.

Mostly, minor complaints will be resolved quickly by simply contacting one of the staff at the Office and discussing your problem.

When this is unsuccessful or it is not appropriate, then you should speak with the Co-op's Chief Executive Officer. You may wish to speak in confidence and the Chief Executive Officer would respect any request for confidentiality.

Assessing your rent

Your rent has been assessed according to the information that you provided about your income and in conjunction with the Office of Community Housing rent policy.

ACHL conducts regular rent reviews. Every six months, you will be sent forms to complete, which will include your household and income details. You will need to submit proof of your income, even if it has not changed since the previous review.

If your household income changes before the next review are due, then you must notify us immediately. When you provide proof of any change in your income, your rent will reassessed.

You can request a review of your rent at any time.

Paying your rent

There are a number of ways that you can pay your rent:

If you receive an income from Centrelink, you can use the **Centrepay scheme** to have your rent deducted from your fortnightly payment and sent directly to us. You will need to authorise Centrelink to deduct a specified amount of rent, and the relevant forms are available from our office or from Centrelink. You will need to authorize any change that occurs during your tenancy, this service is completely free of charge.

You can pay your rent at any branch of the **Westpac bank** using the deposit book you were given at your sign up. Your book contains a unique number which identifies you as the tenant making a particular payment.

You can also pay rent at **the Office using eftpos** or you can mail a cheque or money order. Alternatively you may make internet payment or direct deposit, please check with your financial institution if there are fees involved.

Paying at the bank

If you pay your rent at the Westpac bank, remember the following:

- Never pay rent without your deposit book, even if the bank agrees to accept the payment.
- When you need a new deposit book, do not request it from the bank. Please contact our office, as we will probably have a new deposit book waiting for you.
- Your deposit slip “stub” will be stamped by the bank but you will not receive a full receipt of your payment. We will send you a statement of your rental account every six months (it will usually be included with your rent review package);
- The amount you pay will not be recorded in your rental account with us until the Monday of the week after you made your payment and when we reconcile our accounts

Having difficulties in paying your rent?

The Co-op expects that all tenants pay the correct amount of rent on time. This is one of the conditions of the agreement that you have signed with us.

If you are unable to pay your rent, you must contact your Housing Manager as soon as possible. Otherwise, the Co-op may take action against you, including applying for an order to the CTTT.

Water usage

If the property you are renting has a separate water meter, then you will be charged for water usage.

When we receive the water bill for the property, we will send you an invoice for the amount of water you have used (usually this will be every three months). If you pay at the bank and intend to pay at the same time as paying your rent, then you must complete separate deposit slips for each payment.

ACHL Information for Tenants

Do not pay any water usage charges directly to the Post Office.

The Co-op expects tenants who are being charged for water usage, to pay what they owe on receipt of our invoice. If you experience any problems paying these charges, please contact your Housing Manager as soon as possible.

Non-payment of water usage may result in the co-op taking legal action in the CTTT.

Responsibility for repairs

ACHL is your landlord and therefore is responsible for all repairs at your property.

However, just how we go about having matters attended to will depend on the type of repair and who owns the property. The following table provides further information about this.

| | Capital properties | Leasehold properties | Long term leasing properties |
|---|-----------------------------|----------------------|--|
| General repairs e.g., repairing locks, flyscreens, light fittings and switches, blocked drains, cupboard catches, etc | Co-op | Agent or owner | Co-op |
| Upgrades e.g., renewing carpets, repainting, replacing hot water systems and stoves, renewing fencing, kitchen and bathroom upgrades, etc | Co-op | Agent or owner | Owner/ Co-op as per agreement with the owner |
| Major upgrades e.g., new roofing, major disability modifications, additional bedrooms, major structural matters | Office of Community Housing | Agent or owner | Owner |

If you are unsure about what type of property you live in, please see the section “Terms We Use” in this booklet. You can also contact the office for more information.

Reporting Repairs & Maintenance

You should make all requests for repairs and general maintenance directly to our office.

Leasehold tenants should not report matters directly to the agent or the owner. This can cause some problems for us in trying to ensure that repairs are being completed on time and to a proper standard.

Your tenancy is with CHCL and not with the agent or owner; any issues regarding your tenancy should be directed to us.

Waiting for repairs

We use the following as a guide to how long matters should take to be attended to:

Emergency repairs (same day)

Emergency repairs are those that are immediately required because there is a serious and immediate threat to a person's health, safety or of serious damage being caused to the property.

Urgent repairs (24 hours)

Section 16 of your tenancy agreement provides information about urgent repairs. These situations would include having no hot water or cooking facilities; lack of security.

Routine repairs (21 days)

This would include all other repairs. This might include matters such as stove elements (not all); flyscreens; cracked or jammed windows; leaking taps; repairs of blinds, etc. Generally we will give tradespeople 21 days to have these types of work completed.

For **capital property** tenants, you can expect us to regularly have the work completed within the agreed times.

For **leasehold property** tenants, we need to organise to have the repairs completed by the landlord and therefore we rely on the response of others. This does not mean that leasehold tenants should accept delays and if repairs are not being completed, you should notify us as soon as possible.

After hours emergencies

Your written agreement with us provides information about how to get urgent repairs completed after hours, including on weekends.

Our answering machine will also provide you with an emergency number.

Safety and security standards

We can provide you with a range of information that promotes you and your family's safety and security. If you require more information, please contact our office and we can send you one of our factsheets

The law requires that all rental properties offer a "reasonable" standard of security. The Co-op's minimum security standards for its properties are:

- All external doors are of solid core construction;
- All external doors are fitted with deadlocks;
- All windows are fitted with locking devices; and
- Security doors are fitted to front and rear doors (not all apartments).

Our **capital properties** should meet all of these minimum standards. Where **leasehold properties** do not meet these standards, we work with the agents and landlords in an effort to improve the security being provided.

Security grills

Tenants sometimes asked us for permission to install security grills (bars) on their windows. Security grills might increase the security of your home, but they can be extremely dangerous. They can prevent you and your family from evacuating your home in an emergency.

The Co-op will not pay for the installation of security grills. If tenants wish to install the grills at their own cost they must apply in writing to us for permission. We will only ever approve the type of security grills that can be opened from the inside.

Fire safety

Smoke detectors are standard in all properties as of the 1st May 2006.

We can also provide you with additional information to improve the safety of you and your family in the event of fire. Please contact the office for more details.

Break-ins

If your property has been broken into and damage has been caused, then you need to notify the Police immediately.

They do not need to attend, but we cannot claim any costs for "insurance work" until the Police have filed a report on the damage. When you make a report to our Office of any damage caused during a break-in, you will be asked for a **police report number** or **Event number**.

Improvements & upgrades at capital properties

We offer a program of continuing improvements to our capital properties. This includes matters such as painting, floor coverings, fencing, hot water system and stove/oven renewals, kitchen upgrades, security, etc.

These items are scheduled to be completed as part of 10 year “cyclical maintenance” plans. The plan for your property is reviewed each year and so one of our staff members will visit to check and update the plan. You will be provided with details of the work that is planned for your property and you will have a say in setting which improvements need to be completed first.

If you intend to do any of your own upgrades, eg painting rooms, air-conditioning... then you must always get written approval from the office.

Accidents do happen!

Your agreement with us requires you to report any damage to the property and therefore we ask that you notify us of this as soon as possible. Whilst we may ask that you pay for any repairs that are not “fair wear and tear”, we understand that damage can be caused through simple accidents and is not necessarily the result of neglect or vandalism.

When we consider that the repairs were not the result of “fair wear and tear”, you will be told about this before we organise the work. If you are charged for any repairs, you will be sent an invoice for the work. You are asked to pay the invoice on receipt, however if you cannot pay please contact your Housing Manager to discuss the matter. You will be given the opportunity to rectify the damage yourself.

Common areas

Some of our capital properties are apartment or townhouse complexes, where we are responsible for all of the units in the one building.

In these complexes, the common areas will be maintained by one of our contractors.

Transferring your agreement

You can, at any time, request that the agreement you have signed with us for your property is transferred to a different name(s).

Generally, the Co-op would need to ensure that any approval for a new agreement will not result in another household “jumping the queue” for accommodation.

Absence from the property

You can apply for approval to be absent from the property for a period of not more than 3 months. Special approval for 6 months may be put to the CEO for consideration,

To gain approval, you must:

- Apply in writing;
- Make acceptable arrangements for the payment of rent and property care during your absence;
- Provide contact details for yourself during your absence
- Provide the details of a local contact person;
- Where a rent review is due during your absence, provide proof of your income.

Neighbour disputes

If you experience a general problem with a neighbour (who is not our tenant) it can often be difficult for us to intervene. We are always willing to discuss any problems you are having, however, in such circumstances, we would recommend:

- that you attempt to resolve the problem with the neighbour to the best of your ability;
- you consider intervention by other organisations, eg complaints about noise or the behaviour of pets can often be effectively handled by the local Council or the Police;
- Consider mediation with the neighbour through a Community Justice Centre.

If you need further information or the above does not seem appropriate, please discuss the matter with one of our Housing Managers.

Rehousing (transfer requests)

In the future, you may find that your property no longer suits you due to medical problems, because there has been a change in the size of your household, or for some other reason.

We will approve an application for rehousing where you are able to prove that your existing accommodation no longer meets your household's needs and we are capable of offering you more appropriate housing.

We can also discuss "swapping" your property with another of our tenants. It can often be quite difficult to "swap" with a tenant from another community housing association, but this is still a matter that we can help you investigate.

Rehousing (leasehold properties)

Because our leasehold properties are rented in the private market, we often are forced to return them to the owners because they are sold or for threat of violence.

In these cases, we will seek another similar rental property for you and we will make a small contribution to help you with your removal costs.

Note: You will need to still meet the eligibility criteria for housing, to be offered alternative accommodation.

Ending your tenancy

The law requires that you provide 21 days written notice of your intention to leave.

The majority of our tenants leave because they receive an offer of accommodation from the Department of Housing. We understand that this can all happen very quickly and so, in these circumstances, we simply ask that you give us as much notice as possible. You will need to pay rent until vacancy occurs.

A joint inspection between Housing Manager and tenant will be held at the property to ensure property is left in good condition.

Terms we use

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|--|--|
| Capital property | A property that is fully managed by the company. The Co-op organises and pays for all repairs, as well as property insurances, Council and water rates. |
| Leasehold property | A property that we lease from a private rental landlord (or real estate agent). ACHL pays the full market rent for the property and subsidises the rent paid by our tenants. We are not responsible for paying for repairs and need to negotiate with the property owner to have repairs attended to. |
| Long term leasing property | Similar to a leasehold property, these properties are rented from private owners and we pay an amount close to market rent for the properties. However, these have resulted from a special program developed by the NSW Government where we hold 10 year leases on these properties. The other major difference is that the company is responsible for paying for all general repairs needed. |
| Agreement | A residential tenancies agreement (sometimes called a “lease”) that sets out the responsibilities of landlords and tenants. The Co-op uses a standard agreement, similar to those used by most landlords in NSW. |
| Fair wear and tear | Damage to property that could be reasonably expected as part of everyday living. |
| Community Justice Centre | Community Justice Centres (CJCs) provide mediation and conflict management services to help people resolve their own disputes. The service is FREE , confidential, voluntary, timely and easy to use |
| Property condition report | A 3 page report that details the state of the property. It allows for both the landlord and the tenant to make any comments about any part of the property, including gardens and fittings. It can be critical when deciding at the end of a tenancy, who is responsible for repairs. |
| Consumer Trade Tenancy Tribunal (CTTT) | A type of informal court that only deals with matters between landlords and tenants. People will represent themselves and lawyers are not permitted to attend. |
| Water usage | Tenants will pay for the cost of water, providing there is a meter that is measuring how much is being used. Most landlords in NSW will charge tenants for water usage. Note: This can be confused with “excess water” charges (where residents only pay what they use above a certain limit). Excess water has not existed in NSW for almost 15 years, so tenants must pay for <u>all</u> water used. |
| Factsheet | Written information from the Co-op that provides more details about many of the matters in this booklet. Factsheets can be obtained from our office and we have various factsheets that provide information about privacy, repairs, rehousing, fire safety, security, the Tenant Council, etc. Appeal and Complaints |

ACHL Information for Tenants

Housing Manager

The Co-op employee who is responsible for handling nearly all of the matters about your tenancy. A Housing Manager looks after your rent payments & assessments, repairs, property inspections and rehousing requests.

Each Housing Manager looks after properties according to its suburb and they will report to the Senior Housing Manager.

Useful phone numbers

The following numbers might be useful for you:

Telstra (telephone connections) 13 2200

Energy Australia (electricity and gas connection) 13 1535

AGL (gas connection) 13 1606

Bankstown City Council 9707 9400

Canterbury City Council 9789 9300

Blacktown City Council 9839 6000

Auburn Council 9735 1222

Holroyd Council 9840 9734

Parramatta Council 9806 5050

Strathfield Council 9748 9999

Integral Energy 131 002

Optus 133 345

CHARTER OF TENANT'S RIGHTS

All ACHL tenants have the right to:

- **Fair** and non-discriminatory treatment;
- Be treated with **respect**
- Have access to **safe, secure, appropriate** and **affordable** housing
- **Participate** in the activities of ACHL and to be consulted on their housing needs and preferences
- Be **fully informed** of their rights and responsibilities, and have realistic expectations of what the service can provide
- Have information held about them by the company to be held securely, treated sensitively and **confidentially** maintained;
- Be **consulted** where changes to policy or the manner in which their tenancy is managed may have an adverse effect on them;
- **Lodge complaints**, grievances or appeals involving alleged breach of the company principles and policy guidelines and to be given information about the complaints and disputes procedure and how to access it.
- **Use advocates** to assist them in dealing with the company
- **Request any information** about the service, or **express any concern** or objection about rules, practices or tenancy conditions. Such will be responded to promptly and appropriately, with the intention of firstly clarifying rules, rights, responsibilities or services provided