



SHIRE OF IRWIN
DONGARA-PORT DENISON
A BRILLIANT BLEND

The Village

Rental Housing Procedures





PORT DENISON RETIREMENT VILLAGE

RENTAL HOUSING PROCEDURE



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RENTAL HOUSING PROCEDURE

POLICY

The aim of this policy and associated procedures is to establish a process for administering and managing the accommodation for the Port Denison Retirement Village (the Village).

OBJECTIVE

To ensure employees, contractors, tenants, and applicants are familiar with the process and procedures for accessing and maintaining public rental accommodation. To ensure that housing assistance and service is delivered in an equitable and effective manner.

The main objective is to bring together all the policies relating to Port Denison Retirement Village into one manual relating to rental housing so that the Shire ensures that their customers receive the best service available.

PROCEDURE

This policy applies to all employees, tenants, applicants, contractors and the Department of Housing and Works.

The Shire of Irwin has combined with Homeswest to provide Joint Venture Housing in the form of a Retirement Village at Port Denison. The Department of Housing, through the State Government, is party to the Commonwealth State Housing Agreement 1989 (CSHA), which is the framework by which Commonwealth funds are provided to the States/Territories for housing assistance to people on low and moderate incomes.

The ongoing management of the Village is provided by the Shire of Irwin, which is responsible for collecting the tenants' rent, maintenance (both short and long-term) and to re-let units as they become vacant.

The Rental Housing Policy will be updated from time to time as the need arises and will be available on the Shire's external website www.irwin.wa.gov.au



PORT DENISON RETIREMENT VILLAGE

ELIGIBILITY POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



ELIGIBILITY POLICY

PREAMBLE

The Shire of Irwin has combined with Homeswest to provide Joint Venture Housing in the form of a Retirement Village at Port Denison.

The ongoing management of the Village is provided by the Shire of Irwin, which is responsible for collecting the tenants' rent, maintenance (both short and long-term) and to re-let units as they become vacant.

ELIGIBILITY CRITERIA

Applicants must comply with the Department of Housing and Works Eligibility Criteria to be eligible for Public Rental Housing, which includes the following:

- Be an Australian citizen or permanent resident;
- Live in Western Australia and receive your income here;
- Meet public housing income limits;
- Not own property or land;
- If under 60 years – not have cash assets in excess of \$38,400 (singles) or \$63,800 (couples);
- If over 60 years – not have cash assets in excess of \$80,000 (singles or couples);
- If you have a disability – not have cash assets in excess of \$100,000 (singles or couples);
- Be able to prove your identity;
- An applicant or applicants must be 55 years or over;

You need to provide proof of income for yourself and your partner or co-applicant when lodging your application.

An applicant(s) must also provide proof of identity when lodging an application request.

Applicants in 'The Village' or on the waiting lists will be reassessed for eligibility annually.

INCOME COUNTED

Any benefit or allowance that is counted by the Centrelink or Department of Veterans' Affairs to assess an income.

If an applicant(s) is in paid employment wage/salary – wages or salary will be assessed over a three month period if wage slips are presented as proof of income.

Salary Sacrificed Superannuation – Salary sacrificed amounts (including Superannuation contributions) will be included in the gross assessable income.

Fringe Benefit Tax – A fringe benefit received as part of earned income but not as a wage or salary.

Overtime – Where overtime is known or can be confirmed to be a standard part of the employment package, this can be included without waiting the three-month period. Dividends on shares/investments – Interest will be calculated on the rate received.

Eligibility Policy

Interest “deemed” on money in non-interest bearing accounts above \$8,250 singles and \$15,500 couples – An applicant with money in a non-interest bearing account will be deemed to be receiving a rate of interest identical to that used by Centrelink (July 2006 – 3% on deposits below \$38,400 (single) and \$63,800 (couples) or 5% on deposits above \$38,400 (single) and \$63,800 (couples)).

Income derived from a business if applicant is self-employed – Applicants will be required to provide the Shire of Irwin with their taxation assessment for the previous financial year. The assessment will provide information regarding the applicant’s taxable income on which the taxation assessment is based.

- The taxable income will be regarded as the income on which the Shire of Irwin will assess eligibility;
- Applicants who have not traded for a full financial year will be permitted to apply and build time on the waiting list, on the understanding that they provide their taxation assessment on its receipt, and that their taxable income falls within the eligibility limits.

INCOME NOT COUNTED

All benefits and allowances that are granted by Centrelink and Department of Veterans’ Affairs are not counted because they are needed in full to assist with a particular situation or disability.

OR

Any income source which is not counted by these departments for pension or benefit purposes.

- Overtime (where not regular);
- Carer Allowance;
- Disability Costs;
- Mobility Allowance;
- Carer’s Income;
- Telephone Allowance (Centrelink);
- Bereavement payment (Centrelink);
- Remote Area Allowance (Centrelink);
- Pharmaceutical Allowance (Centrelink);
- District Allowance;
- Employment Entry Payments;

Department of Veterans Affairs Allowances

- Attendants Allowance;
- Car Maintenance Allowance;
- Clothing Allowance;
- Decoration Allowance;
- Recreation Allowance;
- War Disability Pension (UK also);
- Intermediate War Pension;
- Totally Permanent Invalid (TPI) War Pension;
- Prisoner of War (POW) Recognition Supplement.

DOCUMENTARY PROOF OF INCOME

Applicants must supply documentary proof of income to confirm eligibility for the Shire of Irwin. Applicants receiving a Centrelink benefit or pension must supply a Statement of Benefit from Centrelink that is not more than four weeks old.

Applicants in receipt of a wage or salary must supply their last three months of wage or salary advice slips.

Self employed applicants must supply their last financial year Tax Assessment from the Australian Tax Office.

Applicants receiving part Centrelink benefit and part wage/salary must supply evidence of both income sources.

CASH ASSETS

Applicants must conform to the Department of Housing's eligibility criteria relating to cash assets.

Current criteria are:

- \$38,400 – single applicant;
- \$63,800 per couple;
- \$80,000 Seniors 60 years plus (singles or couple);
- Disabled applicants as defined by the People with Disabilities Policy may not subject to the cash assets limit of \$100,000.

Definition of a cash asset: These refer to the financial investments of a customer, which include:

- Deposit in a bank, credit union, building society, savings/cheque account, term deposit, shares;
- Friendly Society and insurance bonds managed investments such as loans, debentures, friendly society and insurance bonds, unlisted equity and property trusts;
- Cash assets do not include a customer's car, antique furniture, stamp collection, life insurance policies. Superannuation and annuities that are not accessible are not assessed, but any annual income/return/dividend received is assessed as part of the income assessment process;
- **Superannuation** – where a lump sum superannuation payment is taken, it will be treated as a cash asset and any income derived will be assessed for eligibility and rent purposes;
 - Where superannuation is placed in a managed or roll-over fund and the client receives an annuity or allocated pension that income will be considered for eligibility;
 - The gross annual income is converted to a weekly amount for assessment.

SOURCE OF INCOME

An applicant's income must derive from a source within Western Australia. An applicant must be registered with a Western Australian office of Centrelink, be employed or have a registered business in the state.

The applicant's partner's income is included when assessing eligibility relating to income. This is regardless of whether or not the partner will be a signatory to the tenancy agreement.

CITIZENSHIP AND RESIDENCY STATUS

Applicants must hold Australian citizenship or have permanent residency status and have a residential and postal address in Western Australia.

Applicants living in other states of Australia or in countries outside Australia are not eligible to make application regardless of any future intention to live in Western Australia.

DOCUMENTS REQUIRED WITH APPLICATION

Applicants must supply documents or information from different sources. The only acceptable combinations are:

One Category A document plus one document which, in combination, confirm name and address;

One Category A document and a Centrelink or Veteran's Affairs verification of income document which, in combination, confirm name and address;

At least three Category B or C documents, which in combination confirm name and address of the applicant(s).

Proof of identity (POI): It is important that you are able to prove your identity when you lodge an application. You also need to provide **Verification of Income**. You will be asked to provide one document from Category A plus one from B or C, or three documents from Category B and C. The combination you provide must show both your name and address.

Category A

- Birth certificate or extract issued more than five years ago;
- Australian Passport;
- Certificate of Australian Citizenship;
- Citizenship Papers;
- Overseas passport stamped for entry to Australia.

Category B

- Original Australian Marriage certificate issued by a government department or divorce papers;
- Birth certificate or extract issued more than five years ago;
- Legal documents such as maintenance agreement or adoption papers;
- Life Insurance Policies;
- Tax assessment Notice.

Category C

- Reference or letter from a government department;
- Electricity, phone or gas account;
- Verification of income document from Centrelink or Department of Veterans' Affairs;
- Driver's licence as long as address is the same as that on the application;
- Car registration papers;
- Bank, building society or credit union account showing transactions for at least one year;
- Insurance policy or insurance renewal notices as long as address is the same as that on the application.



PORT DENISON RETIREMENT VILLAGE

WAITING LIST MANAGEMENT POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



WAITING LIST MANAGEMENT POLICY

PREAMBLE

Applicants will be listed in date order of their application being received. An Applicants listing date will be the date that the application was received along with all required documentation confirming the applicant's eligibility.

Applications that are incomplete and/or incorrect will not be regarded as having a listing date until all information is received and correct.

Incomplete or incorrect applications will be returned to the applicant with a request for the correct information, and not listed until complete.

ANNUAL REVIEW

Applicants must comply with the Department of Housing and Works Eligibility Criteria for Public Rental Housing, which includes the following:

- Be an Australian citizen or permanent resident;
- Live in Western Australia and receive your income here;
- Meet public housing income limits;
- No own property or land;
- If under 60 years – not have cash assets in excess of \$38,400 (singles) or \$63,800 (couples);
- If over 60 years – not have cash assets in excess of \$80,000 (singles or couples);
- If you have a disability – not have cash assets in excess of \$100,000 (singles or couples);
- Be able to prove your identity;
- An applicant or applicants must be 55 years or over;

Applicants will be contacted on a yearly basis as part of the Waiting List Review process in order to confirm their personal details, ongoing eligibility and continued need for public housing.

Applicants that declare themselves to be eligible during the Waiting List Review process are not required to provide documentary proof unless requested by the Shire of Irwin.

Applicants must declare their ongoing eligibility on the Waiting List Review Form and meet the Department of Housing and Works Eligibility Criteria for asset and income eligibility limits to remain on the waiting list.

Applicants that do not return the Waiting List Review Form will have their application withdrawn.

Eligible applicants will continue to be listed for an offer of accommodation.

Applicants that do not declare their eligibility on the Waiting List Review Form and cannot be contacted will have their housing application withdrawn.

PARTNERS AND CO-APPLICANTS

If applicants, partners and/or co-applicants decide not to continue with their shared application, both applicants may receive the benefit of the listing date.

If a partner and/or co-applicant were added to the application after the original listing date then their listing date will be the date they were included in the application.

It may be necessary to re-establish eligibility due to changed circumstances.

REINSTATEMENT OF APPLICATIONS

Applications which have been withdrawn during the Waiting List Review process can request for reinstatement and will be considered on the individual circumstances of the applicant(s).

Whether an application is reinstated will depend upon the reason it was withdrawn. Examples of reasons for reinstatement of an application include, but should not be restricted to:

- Mail incorrectly addressed;
- Mail never received – benefit of the doubt should be given when applicant claims that:
 - He/she has not changed address yet did not received mail;
 - Did change address but did not advise change of address details.
- Compassionate grounds which occurred at the time mail was sent, which could have caused the applicant(s) not to respond, e.g:
 - Personal or family tragedy;
 - Illness;
 - Literacy or language problems;
 - Frequent changes of address due to the need to find temporary accommodation.

An applicant, partner and/or co-applicant is required to provide current proof of income and assets to meet the Department of Housing and Works Eligibility Criteria before their application can be reinstated.

Applications which have been withdrawn may be reinstated and will be given the benefit of the original listing date.

CHANGES DURING THE WAITING PERIOD

Applicants must advise the Shire of Irwin of any change of circumstances while waiting on the waiting list.

Any changes such as change of address or name, applicants to notify the Shire of Irwin by:

- A letter of advice from the applicant;
- All such information received should include the old and new address.

The Shire of Irwin will respond and advise the applicant that the change of circumstances have been updated on the Waiting List via written correspondence.



PORT DENISON RETIREMENT VILLAGE

ALLOCATIONS POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



ALLOCATIONS POLICY

PREAMBLE

When an applicant's turn is reached on the waiting list, an applicant must be eligible on all categories before the offer of housing is made.

Contact should be made, by telephone in all circumstances where there is a telephone contact number, in order to make the offer as soon as possible.

Where there is no telephone, contact will be made by post, if the letter is returned marked "return to sender", the application will be withdrawn.

PROPERTY INSPECTION

Applicants should be given the opportunity to inspect the property under offer, internally.

An applicant must be eligible for assistance before an allocation of a property can be made and a full eligibility check must be undertaken.

FORMALITIES OF THE TENANCY AGREEMENT

In WA Residential Tenancies are subject to and governed by the *Residential Tenancies Regulations 1989* and *Residential Tenancies Act 1987*. The Act regulates the rights and responsibilities of tenants and landlords in Western Australia and came into force on the 21st of January 1988. The Act applies to any Residential Tenancy Agreement entered into, renewed, extended, assigned or otherwise transferred after the act commenced with some exemptions, these include:

- Tenants whose principle place of residence is a residential park, within the meaning of the Residential Parks (Long-stay Tenants) Act 2006;
- Those living in hotels and motels;
- Holiday homes and;
- Aged care facilities including hospitals and nursing homes.

If the applicants are partners, the Tenancy Agreement must be in joint names, unless the applicants request otherwise and provide a reason acceptable to the Shire of Irwin.

The responsibilities and liabilities of a joint tenancy should be fully explained to the applicants. (They are jointly and severally liable for debts associated with the property).

Tenants must be given time to read the Tenancy Agreement and ask questions.

PROPERTY CONDITION REPORT (PCR)

The Property Condition Report must be undertaken on site where possible and must be fully explained and arrangements made for its collection within 14 days.

RENTAL PAYMENTS

Applicants must have the payment options carefully explained:

- All Centrelink recipients are required to have rent deducted through Centrelink Direct Deduction.

Tenants not in receipt of Centrelink benefits must be assisted at sign-up in choosing the best payment option from the following:

- Direct Debit from a Bank Account;
- Direct Deduction from wage/salary;
- Direct cash payment at the Shire of Irwin Administration Office.

Tenants in receipt of a Centrelink pension or benefit are obliged to make rental payments by Centrelink Direct Deduction as a contractual clause of the Tenancy Agreement.

Allocations Policy

At the time of signing-up for a tenancy the Shire of Irwin will require the tenant to pay a maximum of one months' rent in addition to Bond to conform to Section 28 of the *Residential Tenancies Act 1987*. They will be advised of the amount of money owing when their Centrelink Direct Deduction (CLADD) commences to maintain their rental account two weeks in advance.

The need to keep rental payments in advance must be fully explained to the applicant.

Application for rental subsidy must be completed if applicable.

BOND ACCRUAL PAYMENTS

See Bond Accrual Policy.

APPLICANTS FROM A CULTURALLY AND LINGUISTICALLY DIVERSE BACKGROUND

If a customer has nominated an interpreter on the application form, the sign up must be undertaken with the assistance of a on-site interpreter if the language spoken is one offered as part of this service.

If not, the sign-up must be undertaken with use of the Translation and Interpreting Service (TIS – Phone: 131 450).

See Cultural Diversity and Language Services Policy.

LITERACY PROBLEMS, INTELLECTUAL OR PHYSICAL DISABILITIES

Applicants with Literacy Problems, Intellectual or Physical Disabilities (eg sight or hearing impaired).

If applicants have difficulties understanding their responsibilities, they should be encouraged to bring an advocate with them.

If the applicant is accepting a property, which has a circuit breaker; he/she must be advised of this fact and how to operate it.

Details regarding next of kin must be requested. (There is no obligation on behalf of the tenant to provide these).

Where smoke detectors are installed they should be checked prior to allocation of a property, and tenant must be given instructions on how to test and be advised to do so at three monthly intervals.

A valid offer of accommodation is one which, meets any special needs the applicant has (eg medical, disability).

DECLINE OF A PROPERTY

Applicants will be made one **valid offer** of accommodation unless they provide a valid reason for refusal (see section 10 of the Residential Tenancy Act for definition of **Valid Decline**).

Applicants having a valid reason for refusal will not be penalised and will be returned to the waiting list and made another offer of accommodation when suitable accommodation becomes available.

Applicants whose reason for decline is not regarded as valid must be advised of their rights of appeal.

NOTE: Applicants that decline a property without valid reason will be removed from the Waiting List and advised to reapply.

VALID DECLINE

A valid decline can be made to an offer of accommodation if the offer is:

- Does not meet any special needs the applicant has (e.g. medical, disability).

Changed Circumstances:

- Now with a partner;
- Changed or gained employment and offer too far from place of work.

An applicant is required to advise the Shire of Irwin of changed circumstances (See Waiting List Management Policy). However, if this has not been done, an applicant must advise of changed circumstances on offer of a property without having inspected it.

Any advice of a change of circumstances after a property has been inspected must be substantiated by applicant.

Real Estate Lease

- Applicant has signed a lease for private rental which the applicant considers would be too costly to break;
- The applicant must provide a copy of the lease agreement as evidence of his/her claims;
- A deferment will be granted for the remainder of the lease only. This will be the only deferment. Discretion will be exercised where genuine difficulties are being experienced with a private real estate lease.

Deferment of an Allocation

A request to defer an allocation and the length of time involved can only be made in extreme circumstances and at the discretion of the Manager Community Services.

Examples:

- Hospitalisation;
- Convalescence;
- Death in a family;
- Lease on private rental;
- Has lodged an application for Disability Services Commission support and has not yet received advice.



PORT DENISON RETIREMENT VILLAGE

TENANCY MANAGEMENT POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



TENANCY MANAGEMENT POLICY

PREAMBLE

This section deals with policies relating to the occupation of the Shire of Irwin's Port Denison Retirement Village. It also deals with the rights and responsibilities of a tenant and the contractual arrangement of tenancy.

Where a tenant does not adhere to the contractual obligations of the Tenancy Agreement the Shire of Irwin will take legal action to recover its property within the provisions of the *Residential Tenancies Act 1987* and reserves the right to withhold future tenancy assistance.

It should be understood that accommodation can only be occupied by persons fully capable of looking after themselves. Prospective residents may be requested to produce a medical certificate to this effect. If the Shire of Irwin has any doubts concerning the ability of a resident to look after themselves, he or she may be requested to undergo a medical examination by a doctor and accommodation may be withdrawn on the information received.

Other sections relating to the occupation of a Shire of Irwin tenancy are in a number of other policy categories dealing with specific issues, such as tenant liability, electricity consumption and these categories should be consulted in reference to a particular issue.

The Shire of Irwin and the Department of Housing and Works has responsibilities under the contractual obligations of tenancy. These are:

- To provide security of assistance to tenants who abide by the conditions of their Tenancy Agreement and the *Residential Tenancies Act 1987 (RTA)*;
- To provide possession of a property which is clean and in good repair;
- To provide a tenant with quiet enjoyment of a property and only seek entry according to the provisions of the RTA;
- To provide a secure premises;
- To pay local authority and Water Corporation Rates;
- To insure the property and provide public liability insurance;
- To provide and maintain the property in a reasonable state of repair and to be responsible for all maintenance and repairs that are not due to neglect, misuse, wilful damage and rubbish;
- To comply with relevant building, health and safety laws;
- To provide the tenant with a copy of the Tenancy Agreement;
- To ensure the privacy and confidentiality of tenants;
- To inspect the property to maintain contact with tenant and for asset management purposes.

MAJOR RESPONSIBILITIES OF A TENANT

A tenant must abide by the conditions of the Tenancy Agreement and the *Residential Tenancies Act 1987* if continuation of the tenancy is to be assured.

A tenant must honour his/her financial responsibilities to pay the rent and bond accrual payments as agreed.

- Rental/Bond Accrual payments are made by either:
 - Centrelink (CLADD) for pension and beneficiary recipients;
 - Direct Bank Debit or direct deduction from salary;
 - All rental payments must be 2 weeks in advance;

A tenant is responsible for and agrees to pay all charges for electricity and telephone charges relating to the property and for contents insurance if required.

Tenancy Management Policy

A tenant may not do anything on the premises, or permit someone else entering the premises with the tenant's permission to do anything, which causes a nuisance.

Nuisance is defined as disruptive behaviour which substantially interferes with one or more neighbour's use or enjoyment of their premises. See **Good Neighbour Policy** for further details.

The Good Neighbour Policy defines disruptive behaviour for the Shire of Irwin's purposes.

A tenant is responsible for the actions and behaviour of visitors to the property.

A tenant must not use the premises or permit the premises to be used for illegal purposes.

A tenant is responsible for keeping the premises clean and undamaged, garden and yard maintained.

Where a smoke detector is installed in the property, the tenant is responsible for testing the detector every three months and advising the Shire of Irwin if it is not functioning.

A tenant is responsible for all costs associated with the maintenance of the property due to neglect, misuse, and wilful damage and rubbish removal. This is termed Tenant Liability (TL).

Where a person other than the tenant is lawfully on the premises, the tenant is responsible for and will be held liable for any act by that person if he or she intentionally or recklessly causes damage to the premises or to any neighbouring premises.

A tenant must report damage to the premises as soon as possible but at the latest, within three days of the occurrence.

A tenant is not responsible for damage done by unknown persons such as vandals and break and enter offences:

- Unknown persons, if the matter has been reported to the police and the tenant/s has provided the Shire of Irwin with a report number provided by the police; or
- Visitors to the property, if the matter has been reported to the police and the tenant has provided the Shire of Irwin with the report number and the tenant has taken reasonable precautions to prevent visitors from doing damage;
- Domestic violence should be referred to in situations where domestic violence is suspected to have contributed to damage done.

Tenants must not keep unlicensed or unroadworthy vehicles on the premises without the written consent of the Shire of Irwin.

Where such a vehicle is on the premises, the owner of the vehicle is to be contacted and given 14 days in which to remove the car.

If no action is taken the Shire of Irwin may dispose of the vehicle.

EXCESS OCCUPANTS AND VISITORS

A person not shown as an occupant on the tenancy agreement and who stays at a property for any period in excess of seven days the tenant is in breach of tenancy.

The Tenant needs to seek approval in writing from the Shire of Irwin for the temporary accommodation of a friend or relative in accommodation in excess of seven days.

UNDER OCCUPIED TENANCIES

This will become effective on adoption (but does not apply to current tenants) that where a tenancy has a change of occupancy or demand for double units is high the Shire of Irwin will work with the remaining tenant to relocate them to a single unit which matches the Tenant needs. This will apply to new tenants as of the date of adoption.

NOTE: Exemptions to this would be if the tenant has occupied the unit for a period of 20 years or more they would not be requested to relocate unless they become ineligible.

NOTE: There will be a phased rent increase to the current tenants which occupy a double unit but have single occupancy.

Examples:

- Divorce;
- Separation;
- Ill Health;
- Death of partner;
- High demand.

An applicant will be allocated accommodation containing the number of bedrooms to match applicants needs.

Incentives may be offered to encourage a tenant to relocate including reimbursement of Power and Telephone re-connection.

Tenants are required to pay the account and submit with a receipt for reimbursement.

Furniture Removal

Relocated tenants should be reimbursed for the cost of furniture removal, including packing and supply of packing boxes.

Removalists are paid for by the Shire of Irwin of any tenant that is requested to relocate will need to obtain two (2) quotes.

The tenant is required to liaise with the Shire of Irwin who will identify the removalist companies that are used of which their Insurance Policies and Public Liability have been verified.

Waiving of Rent

The Shire of Irwin may offer tenants up to a maximum of 4 weeks free rent.

Extra Incentives to Relocate

The Shire of Irwin may offer any, or a combination of the following non-cash inducements up to a value of \$3,000 (Provided that the alterations made by the tenant had written approval).

- Ceiling fans;
- Landscaping;
- Sunblinds/awnings or lattice screens;
- Carpets/floor coverings.

Tenancy Management Policy

Re-establishment of Fixtures

Tenants transferring will be reimbursed for the reestablishment of fixtures, including dismantling, transportation and installation, up to a maximum of \$1,000. Fixtures are generally items which have been added to the previous tenancy and can be removed.

Examples:

- Foxtel equipment;
- Garden Shed;

Reimbursement for Property Improvements

Tenants may be reimbursed for property improvements up to a maximum of \$5000.

Examples:

- Air conditioning;
- Kitchen Renovation.

NOTE: Gardening and painting do not constitute improvements.

LOCAL AUTHORITY BY LAWS

A tenant must abide by the by-laws of the local government authority governing the area in which the property is located.

Local authorities have jurisdiction over issues such as health, rubbish disposal, parking and animals.

The local authority have jurisdiction over working from a property and approval to work or run a business from home has to be obtained from the Shire of Irwin.

ABSENCE FROM THE PROPERTY

Tenants must maintain the property as his/her principal place of residence and advise the Shire of Irwin if he/she will be absent from the property for more than four weeks. When absent for more than 4 weeks, occupants shall notify the Shire of Irwin in writing and receive notification from the Shire acknowledging absence.

When absent, a tenant must leave a contact address and number and ensure that the rent is paid.

IMPROVEMENTS OR ADDITIONS

A tenant may apply for improvements or additions to be made to the tenancy, with the cost to be met by the Shire of Irwin; or

Tenant may apply to carry out additions at their own expense, subject to written approval from the Shire of Irwin.

Transfer may be considered an option where urgent modifications are required and if alternate accommodation available.

Reasons for application may be security (e.g. enclosed back veranda), health (e.g. bathroom modifications for disabled tenant).

Improvements/Additions undertaken by the Shire of Irwin are subject to a satisfactory tenancy and availability of funds.

Tenants undertaking their own improvements/additions should be informed that the correct approvals must be obtained before commencing any work.

The cost of removal of sub standard alterations or additions due to the tenants own installation, the cost will be charged of the tenant as tenant liability.

TRANSFER OF TENANCY

Where a joint tenancy is dissolved due to the death of a partner or to the fact that the partner or co-applicant has left the tenancy, the property can be transferred into the name of the remaining tenant.

At the time of the transfer of tenancy, a property inspection must be undertaken and tenant liability apportioned. A new tenancy agreement must be signed.

If the remaining person is no longer eligible for the number of bedrooms in the property, the Shire of Irwin reserves the right to transfer that person to accommodation for which he/she is now eligible. (See also Tenant Eligibility Policy).

There is no right of succession to a tenancy by another household member, discretion to be used in sensitive situations, having regards to such facts as:

- Length of time the property has been occupied by the other household member;
- Relationship to tenant;
- Eligibility for accommodation type.

Example:

Where a tenant is deceased following a long tenancy (perhaps 20-30 years) and a family member remains who has spent that period in that home, providing support for the deceased person and assisting in maintaining the standards and condition of the property, the Shire of Irwin would look sympathetically at allowing the remaining family member to continue to occupy the property.

Where the Shire of Irwin requires the property due to high demand, the Shire of Irwin may offer the remaining family member a transfer to a property in lower demand, but still having regard to the person's eligibility and needs.

PETS

Tenants may have a cat or dog only if the accommodation has an enclosed yard and if the local authority by-laws are not contravened. Goldfish, Canaries and Budgerigars are permitted. Tenants need to adhere to the following in keeping of dogs within the Port Denison Retirement Village:

- Dogs will only be approved where an enclosed yard is provided;
- The dog is to be a breed and size conducive to residing in a Retirement Village environment;
- Tenants are not permitted to keep a dog that is listed on the Government's Dog (Restricted Breeds) Regulation 20012. These include the following breeds of dog:
 - Dogo Argentino;
 - Fila Brasileiro;
 - Japanese Tosa;
 - American Pit Bull Terriers;
 - Pit Bull Terrier and including any dog of a mixed breed which visibly contains any of the above Breeds.
- No disturbance to other tenants will be tolerated;
- Substantiation of a complaint in regards to the dog's behaviour will result in its immediate removal from the Retirement Village;
- All waste products deposited by the dog are to be removed and disposed of hygienically.

HOUSEHOLD PESTS

Eradication of cockroaches, fleas, common ants and vermin is the responsibility of the tenant.

ENDING OF A TENANCY BY TENANT OR THE SHIRE OF IRWIN

A Tenant must give the Shire of Irwin 21 days notice in writing of intention to vacate a property, and remains responsible for the property as legal tenant, until the keys are returned to the Shire of Irwin.

The advice must be signed, stating the date that the tenant intends to vacate and supplying forwarding address.

Pre vacation Inspection – When the 21 days notice is received, the Shire of Irwin will make arrangements to inspect the property and discuss with the tenant the vacated maintenance requirements and any estimated vacated tenant liability.

At the termination of a residency the unit must be left in a clean and tidy condition and the keys delivered back to the Shire of Irwin. In the case of illness or death, resident's next of kin must first obtain from the Shire of Irwin, permission to enter the unit to remove the resident's personal property and effects.

After the termination of the tenancy, rent and all costs of maintaining the property shall be the Tenant's responsibility until the keys are returned to the Shire of Irwin.

The Shire of Irwin may terminate a tenancy due to a breach under Sections 15, 62, 73 or 75A of the *Residential Tenancies Act 1987*.

Section 15 – relating to a dispute regarding a breach of tenancy in which monies agreed to, have not been paid.

Section 62 – relating to a general breach of tenancy, where a breach has not been remedied.

Section 73 – relating to an owner's belief that the tenant will intentionally or recklessly cause injury or damage.

INVESTIGATION OF COMPLAINTS

The Shire of Irwin will investigate complaints by neighbours and members of the general public against the Shire of Irwin tenants, where it appears that the tenant may have been in breach of the requirement of the tenancy agreement which states:

'A tenant may not do anything on the premises or permit someone else entering the premises with the tenant's permission to do anything on them which causes a nuisance.' The Shire of Irwin may evict tenants where it can be demonstrated that this provision has been breached.'

Complainants must have first complained to the relevant authority/agency. Examples:

- Noise-local authority/Police;
- Animals – local authority, RSPCA;
- Health – local authority;
- Fighting/Arguing – Police.

Personal antagonism between neighbours is a civil matter and must be resolved through mediation or the civil courts.

DEBT TO THE SHIRE OF IRWIN

The Shire of Irwin will pursue the recovery of a debt through the provisions of the *Residential Tenancies Act 1987*, when a tenant does not repay the monies owing.

A tenant with a debt to the Shire of Irwin will be requested to enter into an agreement to repay the debt in affordable instalments and the payments must be maintained until the debt is cleared.

Tenants with a debt to the Shire of Irwin who make application for bankruptcy are subject to scrutiny as to whether the application was made to avoid the repayment. Such tenants are in breach of the terms of the tenancy agreement and where a court order has been obtained prior to the application for Bankruptcy, action to evict will occur.

TENANT RECEIVED JAIL SENTENCE

Where the tenant has a partner as part of the tenancy agreement, the partner will have rental payments reduced according to their reduced income, on application. The tenancy may be formally transferred into the partner's name, depending on the circumstances.

Where the partner is not part of the tenancy agreement, continued occupation will be determined under usual criteria.

A single tenant receiving a jail sentence in prison longer than one month will be required to formally notify the Shire of Irwin and may be required to formally vacate their tenancy and reapply on release.



PORT DENISON RETIREMENT VILLAGE

DISRUPTIVE BEHAVIOUR MANAGEMENT POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



DISRUPTIVE BEHAVIOUR MANAGEMENT POLICY

PREAMBLE

Public housing tenants will be held accountable for behaviour that causes disruption to persons in the immediate vicinity. The Shire of Irwin's responses will be proportionate to the severity of the behaviour.

Legal action to terminate a tenancy will commence after a prescribed number of sanctions (known as strikes) are issued within a twelve (12) month period. A strike is a notice to a tenant found to have caused or permitted a nuisance following an investigation into a complaint. The number of strikes to be issued prior to the initiation of legal proceedings will be dependent on the severity of the incident which is defined in policy.

Action will be taken only where the Shire of Irwin is satisfied that an incident occurred which caused a nuisance to a person in the immediate vicinity, interfered with their comfort or privacy or posed a safety risk, and that the legal tenant caused or permitted the incident.

GUIDELINES AND PRACTICES

The Shire of Irwin will investigate complaints of disruptive behaviour against public housing tenants.

Complaints against tenants will be investigated in a consistent, timely and effective manner. An objective assessment of the nature of a particular incident will determine the course of action the Shire of Irwin will take in responding to a substantiated complaint of disruptive behaviour. See **Good Neighbour Policy** for more information about complaint investigation.

Strike notices will be issued against tenants where the Shire of Irwin is satisfied that disruptive behaviour occurred and seek to evict tenants based on the severity level and rate of occurrence over a prescribed time period.

Substantiated complaints of disruptive behaviour will be assessed against the following definitions to determine the level of severity and the sanction to be applied:

- **Dangerous Behaviour** – Activities that pose a demonstrable risk to the safety or security of residents or property; or have resulted in injury to a person in the immediate vicinity with subsequent Police charges or conviction.

***Response** – Immediate Eviction Proceedings*

- **Serious Disruptive Behaviour** – Activities that intentionally or recklessly cause serious disturbance to persons in the immediate vicinity, or which could reasonably be expected to cause concern for the safety or security of a person or their property.

***Response** – A first and final strike will be issued following one substantiated incident. A subsequent incident of similar severity within twelve (12) months will result in eviction proceedings.*

- **Minor Disruptive Behaviour** – Activities that cause a nuisance, or unreasonable interfere with the peace, privacy or comfort, of persons in the immediate vicinity.

***Response** – A strike will be issued for each substantiated complaint of disruptive behaviour. Eviction proceedings will commence if three (3) strikes are issued within (12) months.*

The Shire of Irwin will take action in line with the policy in all instances. Where strong mitigating circumstances exist, the matter may be referred to the Chief Executive Officer to manage the situation through alternative action.



PORT DENISON RETIREMENT VILLAGE

TENANT ELIGIBILITY POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

TENANT ELIGIBILITY POLICY

PREAMBLE

The Shire of Irwin has strict eligibility criteria for all applicants for public rental housing. These are based on an applicant's income, assets (property/land and cash assets), citizenship and residency status, age and subject to proof of identity.

Eligibility assessments are undertaken to ensure that tenants are eligible for public housing. While not all applicant criteria will be applicable to tenants, criteria relating to income, cash assets, ownership of property continue to apply. Therefore, after occupation, the Shire of Irwin reviews ALL tenancies on an annual basis, to ensure continuing eligibility. Where a tenant's circumstances and their housing requirements have changed the Shire of Irwin may take action to ensure that housing assistance is provided to those in greatest need.

TENANCY AGREEMENTS

The Shire of Irwin Tenancy Agreement has included a clause relating to continuing eligibility of tenants. This states:

A tenant must during the period of tenancy remain eligible for assistance as determined by the Shire of Irwin. Tenants who become ineligible due to income, cash assets, ownership of property and land are in breach of their tenancy. The Shire of Irwin will negotiate a time frame with the tenant to move out; this is so the housing can be made available for allocation to eligible applicants.

As part of the negotiation process the Shire of Irwin will provide the tenant with information about housing alternatives including but not limited to home ownership options, private rental assistance and details of local providers of financial counselling.

INCOME ELIGIBILITY

Income eligibility for the Shire of Irwin and the Department of Housing and Works joint venture rental accommodation must be demonstrated and proven at the time of:

- Application for rental assistance;
- Allocation of a property;
- Annually, for the purpose of proving ongoing eligibility for public rental housing.

Applicants and tenants must also immediately declare to the Shire of Irwin any change in their financial circumstances as they occur.

In such situations an applicant or tenant **must** disclose and provide details of all sources of wage or salary income, statutory income, assets, shares or bonds, chattels, real property, assets held in corporate trust, inheritances, family trusts and any other income sources to which they are beneficially entitled. Failure to disclose all sources of income will result in the withdrawal of an application/allocation and recovery action in the case of an existing tenant.

Applicants or tenants who are unsure of what they are required to declare should discuss this matter with the Shire of Irwin's Manager Community Services.

TENANTS WHO BECOME INELIGIBLE

All tenants in occupation who become ineligible for continued public rental housing will be advised of alternative housing options to consider including:

- Home ownership options;
- Bond Assistance Loan;
- National Rental Affordable Scheme;
- Private Rental Brokerage Scheme; and
- Affordable Rental Housing options through the community housing sector.

The Shire of Irwin will only allow a period of up to 6 months from the date ineligibility is established for the tenant to source alternative housing. Should a tenant not pursue or take up any of these options, the Shire of Irwin will seek vacant possession of the premises at the expiry of the vacation period where a tenant does not source alternative housing options.



PORT DENISON RETIREMENT VILLAGE

TRANSFER POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

TRANSFER POLICY

PREAMBLE

Once a tenant occupies the Shire of Irwin and Department of Housing and Works accommodation, occasions may arise in which a tenant may wish to transfer to alternate accommodation or the transfer is requested by the Shire of Irwin.

TRANSFER AT SHIRE OF IRWIN REQUEST

A transfer at the Shire of Irwin's request will be affected, with the consent of the tenant, where the Shire of Irwin wishes to recover the property. See **Tenancy Management Policy**.

The Shire of Irwin may request a tenant to transfer to another property because of under occupancy.

The Shire of Irwin may offer incentives to encourage a tenant to relocate, see Tenancy Management Policy.

GENERAL CONDITIONS

Tenancy Breaches

In order to qualify for a transfer, a tenant must have no substantial breaches of tenancy or the *Residential Tenancies Act 1987* (RTA) for a period of at least one-year.

Example:

A tenant must:

- Not have a debt;
- Have maintained acceptable property standards; and
- Not have been subject to complaints about disruptive behaviour.

If a tenant breaches conditions of the Tenancy Agreement or *Residential Tenancies Act 1987* a letter will be sent to the tenant advising of the breach and its consequences and giving an opportunity to rectify the breach if appropriate. If the breach has not been rectified within a reasonable amount of time the transfer application may be withdrawn.

Transfer Costs

All tenants will be required to pay all costs associated with the transfer unless the transfer has been requested by the Shire of Irwin.

These costs are:

- Bond Accrual payments;
- Two weeks rent for the new accommodation;
- Any established tenant liability cost incurred from the previous property from which they have transferred;
- Notify Western Power of his/her occupation of the property and agrees to pay all charges for electricity;
- Any other associated debts.

Property Inspection and Tenant Liability

A property inspection must be undertaken before a transfer application is approved and again before the transfer occurs. The estimated tenant liability must be paid before the tenant transfers.

Eligibility for Assistance

Tenants who are no longer eligible for the Shire of Irwin public housing are not eligible for a transfer. Tenants must reside in public housing and meet eligibility requirements.

CONDITIONS APPLICABLE TO ELIGIBILITY TRANSFER

Should a tenant vacate prior to receiving a transfer, the transfer application is withdrawn and the transfer listing date cannot be used as a listing date if the applicant required assistance in the future.

The listing date of a transfer application is the date that the application is received by the Shire of Irwin or the Department of Housing and Works Office.

Listing Date

Application for transfer must be in writing and the listing date is the date of the initial contact.

Valid Offer of Accommodation to a Transfer Applicant

A valid offer of accommodation is consistent with a valid offer of acceptance for applicants on the waiting list.

Eligibility for Accommodation Type

A single senior in double accommodation has been permitted to live in accommodation for which he/she is ineligible for other reasons due to a change of circumstance. In any transfer, the Shire of Irwin would require that accommodation type eligibility requirements be met.



PORT DENISON RETIREMENT VILLAGE

DEBT RECOVERY POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



DEBT RECOVERY POLICY

PREAMBLE

The Shire of Irwin pursues debts in accordance with the provisions of the *Residential Tenancies Act 1987*. The Shire of Irwin always prefers to come to an arrangement to repay a debt, rather than take legal action to pursue the matter through the courts.

APPLICANTS WITH A DEBT TO THE SHIRE OF IRWIN

Tenants with a debt to the Shire of Irwin, related to the current tenancy of the debtor will be pursued according to the requirements of the *Residential Tenancies Act 1987*.

Tenant must enter into a payment arrangement to repay the debt and maintain payments until the debt is cleared.

Failure to enter into a payment arrangement in order to clear the debt will result in termination of tenancy under Section 62 of the *Residential Tenancies Act 1987*.

Failure to maintain the agreement will result in the Shire of Irwin taking action under Section 15 of the *Residential Tenancies Act 1987*.

Statute-Barred Debt

Under the Limitation Act 1985 the period for a tenancy debt is 6 years. Expiration of the period does not expunge the debt as if it never existed but once this period has elapsed, the debt becomes “Statute-barred” and legal recovery is not permitted.

Under the Bankruptcy Act 1996, where a client declares bankruptcy, the debt becomes “Statute-barred”, subsequent discharge of the bankruptcy relieves the customer of the legal liability to repay the debt, but it does not expunge the debt as if it had never existed.

Repayment of statute-barred debts will not be pursued by the Shire of Irwin and will not preclude assistance being offered by the Department of Housing and Works.

Arrears Repayment for Tenants in Occupation

The Shire of Irwin will act promptly to ensure that arrangements to repay a debt are made with a tenant in occupation, to prevent the accumulation of a large debt.

Default On a Proposal To Repay a Debt

Any tenant failing to maintain an agreement of the proposal to repay a debt will be advised of default by letter and given seven days with which to comply. Failure to comply will result in legal action commencing.

Joint Liability of Tenants

Tenant’s signatory to the Tenancy Agreement is jointly liable for any debt.

Tenants who jointly sign the Tenancy Agreement are jointly liable for any debt from the tenancy. This means that a debt is split evenly between all parties signatory to the agreement.



PORT DENISON RETIREMENT VILLAGE

PRIORITY ASSISTANCE POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

PRIORITY ASSISTANCE POLICY

PREAMBLE

The Shire of Irwin and the Department Housing and Works generally allocate housing to applicants in the order in which they apply. This queue order is termed the **waiting list**. How long an applicant will wait depends upon the area and type of accommodation required. Waiting times vary in different areas and for different accommodation types within the same area, depending on the demand from applicants and the amount of rental stock which the Shire of Irwin and the Department maintain in a given area.

NOTE: As part of the Village Rental Housing Policy, if an applicant with an urgent housing need is assessed as priority, the Shire of Irwin will refer the applicants to liaise direct with the Department of Housing and Works to ascertain any assistance that is available to them. **No priority applications are accepted direct from the applicants.**

Applicants will then be governed by the Department of Housing and Works Priority Assistance Policy. Applicants may have to compromise in their choice; this means that they may be made a valid offer of accommodation outside their zone of choice.

While every effort will be made to locate accommodation for a priority applicant which is of their most preferred location and accommodation choices, given the limited time available this is not always possible. **Applicants must be prepared to compromise in their choice.** This may mean that an applicant will be made a valid offer of accommodation outside his/her zone of choice, but which fulfils the eligibility criteria and needs of the applicant. An applicant declining such an offer without a valid reason **will be removed** from the priority list.

Where an applicant for priority assistance applies for an area of high demand, this situation can usually be resolved by allocating a property in another suburb or town as close as possible to the general locality requested which, while not the applicant's most preferred choice, will resolve their housing problem.

ASSESSMENT OF A PRIORITY APPLICATION

In assessing an applicant's priority housing need, consideration should be given to other housing alternatives available to the applicant. In some situations the use of the Department of Housing and Works, Bond Assistance Loan (BAL) to assist in securing private rental premises may be considered an alternative option to priority assistance.

The Shire of Irwin recommend any priority applicants to liaise direct with the Department of Housing and Works to ascertain any assistance that is available to them that the Shire of Irwin does not offer as part of the Port Denison Retirement Village accommodation.

Examples of situations which may contribute to an urgent housing need include medical conditions in which the medical condition is being caused or aggravated by the applicants existing housing, domestic violence and racial harassment. Any claims must be substantiated by documentation from medical practitioners or community or governmental agencies.

Applicants with a Disability - where significant housing modifications are required – See Housing For People With Disabilities Policy.

Applicants in a crisis situation requiring immediate accommodation are **not** eligible for priority assistance. Priority assistance is not crisis accommodation, but assistance ahead of turn on the waiting list.

Accommodation allocated on a priority basis is considered to be **secure and long term** and an applicant will not be transferred to alternate accommodation at a later date unless he/she is eligible. (See Wait turn Transfer and Priority Transfer Policies). Where **Domestic Violence** is a factor, see also FAMILY AND DOMESTIC VIOLENCE POLICY.

CRITERIA FOR PRIORITY ASSISTANCE

An applicant for priority assistance must be eligible for assistance in relation to all the eligibility criteria, but have an urgent housing need and no other viable housing options, but public rental housing.

Examples:

- Medical condition which is being caused or aggravated by applicant's existing housing;
- Domestic Violence;
- Harassment;
- Homelessness (Definition – as per the Homeless Taskforce) **Primary Homelessness** - someone sleeping rough i.e in the park, under bridges is considered grounds for priority assistance;
- **Secondary Homelessness:** is an accommodation arrangement with no formal tenure i.e. an applicant in crisis accommodation or staying with friends/relatives;
- **Tertiary Homelessness:** an insecure accommodation arrangement such as boarding house, caravan parks or rooming houses;
- Generally only clients who are experiencing **primary homelessness** will be approved for Priority Assistance.

GENERAL CONDITIONS

An application for priority assistance is made on the standard application form and must be accompanied by documentary proof of claims of urgent housing need. All priority assistance applications will be forwarded direct to the Department of Housing and Works for their consideration.

- Doctors or paramedical certificates detailing medical condition and reason why present accommodation unsuitable;
- Support letters from community or government agencies;
- Police reports.

All applications for priority housing received by the Shire of Irwin will be referred direct to the Department of Housing and Works for their consideration.

Applicants will then be governed by the Department of Housing and Works Priority Assistance Policy.



PORT DENISON RETIREMENT VILLAGE

CULTURAL DIVERSITY AND LANGUAGE SERVICES POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

CULTURAL DIVERSITY AND LANGUAGE SERVICES POLICY

PREAMBLE

The Shire of Irwin recognises that a number of applicants and tenants may come from backgrounds which have differing cultural and sometimes religious requirements from the 'mainstream' that may affect their housing needs. Aboriginals and people from a diverse background are two such customer groups.

While the Shire of Irwin recognises cultural and religious needs and will make every endeavour to meet them, the capacity to assist will depend largely on the availability of accommodation and the Shire's ability to incorporate such requirements would be limited.

INTERPRETER SERVICES

All Shire of Irwin and Department of Housing and Works customers are entitled to a professional interpreter to assist them.

This includes customers who require assistance with AUSLAN Interpreting for the Deaf. Contact Deaf Society of WA, 9441 2623.

Such assistance may be through the Translating and Interpreting Service (TIS) – Telephone number 131 450.

ACCESS TO PROPERTIES BY MAINTENANCE WORKERS

Maintenance workers who are required to enter premises to conduct maintenance work are to enter subject to the conditions set out in the Maintenance Policy.

If a tenant insists for any reason a worker/contractor remove their shoes prior to entering the premises the worker/contractor is entitled to refuse to enter the premises to carry out the work.



PORT DENISON RETIREMENT VILLAGE

HOUSING FOR PEOPLE WITH DISABILITIES POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

HOUSING FOR PEOPLE WITH DISABILITIES POLICY

PREAMBLE

For assessment under this policy, the Shire of Irwin defines a person with a disability as:

Any person with an intellectual, psychiatric, cognitive, neurological, sensory or physical impairment that is permanent or likely to be permanent, which impacts on the housing needs of that person in terms of housing design, amenity level or proximity to appropriate medical and support services.

The principles underlying the policy for housing people with disabilities include:

- People with disabilities have ready access to a range of low cost housing options;
- People with disabilities have access to appropriately designed and located housing which meets the individual's needs;
- The needs of people with disabilities should be understood and acknowledged by all Shire of Irwin staff.

This policy acknowledges there are a number of constraints faced by people with disabilities in accessing housing including:

- Lack of accessible housing;
- The cost of modifications;
- Additional costs of living expenses (eg transport, delivery of goods etc);
- The need for support services

HOUSING OPTIONS

The Department of Housing and Works offers a number of housing programs, including mainstream rental housing, along with a number of community housing programs that are managed by the Housing Programs Directorate of the Department.

Some of these options are specifically for people with disabilities, such as the Community Disability Housing Program (CDHP) and the Access Home Loan Scheme.

More information about all these programs is available on the Department's website www.housing.wa.gov.au or contacts your nearest Department region or branch office.

MAINSTREAM PUBLIC RENTAL HOUSING

To be assisted under this program applicant must meet the eligibility criteria and have a current application on the waiting list.

The mainstream public housing option is most suitable for people with:

- Limited or no accommodation support needs; or
- Individuals who can directly manage their own supports; and/or who can manage a high level of independence by obtaining support provided by others;
- People with disabilities who are living with a carer who provide a majority of their support requirements.

Applicants need to have legal capacity or a substitute arrangement and have an understanding of the responsibilities and obligations of a direct tenancy arrangement.

Please Note: The Shire of Irwin does not deliver or fund services for the provision of care or support for tenants with a disability.

COMMUNITY DISABILITY HOUSING PROGRAM

This program is managed by the Housing Programs Directorate and is available state wide. More information is available on the Department of Housing and Works website www.housing.wa.gov.au

CASH ASSET LIMIT FOR PEOPLE WITH DISABILITIES

The cash asset limit for people with disabilities is \$100,000. This cash asset limit is subject to the following conditions:

- Cash asset is defined as lump sum cash or investment, which is easily accessible to a person to be used for any purpose. Cash may be received in a number of ways including inheritance compensation payout, gift or savings. Please see compensable application criteria (see Eligibility Policy s2 and 3).
- Cash or investment which is invested in a trust account for the sole purpose of purchasing care needs and/or generating an income will be deducted from the cash asset amount to determine the assessable cash asset limit.

PRIVACY AND CONFIDENTIALITY

The Shire of Irwin staff will be sensitive and respect privacy and confidentiality at all times is in accordance with the Shire's Privacy and Confidentiality Policy.

Applicants may:

- Bring others (eg friend/advocate) with them during any contact with the Shire of Irwin;
- Have a support agency act on their behalf.

INCOME ELIGIBILITY

The eligibility limits for householders with a person with a disability is 25% higher than the maximum income limits for non disabled applicants.

Assessment of income for eligibility will be consistent with general policy (see Income Eligibility Policy).

Where an applicant requires a live-in carer and this is the principal place of residence of the carer, the carer's income shall not be assessed for the purposes of eligibility.

A carer is a person such as a family member or friend, who provides regular, sustained care and assistance to a person with a disability. The carer is usually paid for their work, although not always.

Paramedical or Medical evidence will support the need for a tenant to have a carer and on what basis (full or part time night only etc).

PROPERTY ALLOCATION

Accommodation will only be offered which is in keeping with the medical/paramedical advice the applicant has provided.

A tenant that needs accommodation that requires extensive modifications may be referred to the Department of Housing and Works and will be assessed as priority.

All applicants with a disability should be advised they are eligible to apply for priority assistance and will be assessed in accordance with the general Priority Assistance Policy.

Bedroom Allocation

Bedroom allocations will be consistent with general policy (see Allocation Policy), but consideration will be given to the individuals disability and housing requirements.

A single person with a disability who requires a live in carer or future live in carer is to be allocated a two-bedroom property.

Where the person with a disability no longer resides in the property, the remaining householder may remain in the property for up to 6 months before they will be required to relocate.

The Shire of Irwin will be sensitive in addressing issues of relocation with remaining householders.

Remaining tenants are required to meet the eligibility criteria to be considered for alternate accommodation.



PORT DENISON RETIREMENT VILLAGE

HIV/AIDS POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

HIV/AIDS POLICY

PREAMBLE

Relevant Legislation:

- The Disability Discrimination Act 1992 (s4) forbids discrimination on the grounds of disease or illness;
- The Disability Services Act (1993) defines disability to include physical impairment which results in reduced capacity for communication, social interaction, learning or mobility and the need for continuing supports services;
- State Equal Opportunity Act (1984 – amended 1989) refers to impairment as a defect or disturbance to the normal structure or function of the body.

In context of the above, people with HIV/AIDS will be considered as having a disability and are eligible to access accommodation under existing policy for people with disabilities and through priority assistance policy relating to medical conditions. However, the Shire of Irwin and the Department recognises that there are specific issues relating to HIV/AIDS in relation to confidentiality, discrimination and the deteriorating nature of the illness that requires particular policy definition.

CONFIDENTIALITY

Details relating to the HIV/AIDS status of an applicant or tenant must be kept strictly confidential.

The file of an applicant or tenant with HIV/AIDS must not be distinguishable from any other file.

Contractors are not to be advised of a tenant's HIV/AIDS status.

Information relating to the HIV/AIDS status of a tenant or applicant must not be transferred to an internal or external source without the applicant/tenant's consent or authority.

Any breaches of confidentiality will attract disciplinary action.

ALLOCATION

A single applicant with HIV/AIDS may be eligible for 2 bedroom accommodations if a carer or future carer may be required.

A live in carer has no right of succession to a tenancy on the death of the tenant for whom they are caring. Refer to Housing for People With Disabilities Policy.

Allocation of accommodation must take into account the medical definition of the current stage of the illness, but also the person's financial situation, discrimination or harassment due to the illness.

PRIORITY ASSISTANCE

This program is managed by the Housing Programs Directorate and is available state wide. More information is available on the Department of Housing and Works website www.housing.wa.gov.au



PORT DENISON RETIREMENT VILLAGE

UTILITIES AND SERVICES POLICY



ADOPTED 23 APRIL 2013 - VERSION 1

UTILITIES AND SERVICES POLICY

PREAMBLE

The Shire of Irwin shall cover the payment of rates, comprehensive insurance of the building (not personal contents) the supply of water, removal of rubbish, repairs, renovations, depreciation and the provision of any amenities which the Shire considers necessary from time to time.

SERVICES

The Tenant agrees to notify Western Power of his/her occupation of the property, and agrees to pay all charges for electricity.

TELEPHONE

Private telephones may be installed at the cost of the Tenant.

VACATION OF TENANCY

Upon the vacation of a tenancy the tenant is to advise the relevant services that they are vacating the property, if circumstances allow.



PORT DENISON RETIREMENT VILLAGE

BOND ACCRUAL POLICY



ADOPTED 23 APRIL 2013 – VERSION 1

BOND ACCRUAL POLICY

PREAMBLE

The Shire of Irwin charges a security bond for all ingoing tenants, equal to four weeks rent, to secure compliance with the tenancy agreement and to compensate for any breach or default by the tenant in respect of the agreement. The bond will be held in the names of all signatories to the Tenancy Agreement.

TENANTS TRANSFERRING

All tenants transferring on departmental request to alternative accommodation will have their existing bond transferred to the new tenancy. The tenant will be required to make up any shortfall if the bond on the new tenancy is of a higher amount.

BOND PAYMENTS

Bond payments will be considered in cases of hardship, this figure may be variable and negotiated with the tenant.

Tenants will be required to pay bond accrual repayments per week from the date of the commencement of the tenancy (in cases of hardship).

At the commencement of the tenancy, a tenant will be required to pay:

- Four weeks rent in advance;
- Full bond payment (or negotiated amount in advance).

Bond accrual payments are payable through all existing rental payment options, via:

- Direct Deduction (Centrelink);
- Direct Debit (from a Bank Account);
- Direct Deduction from wage/salary;
- Direct cash payment over the counter to the Shire of Irwin.

A bond accrual payment takes precedence over a tenant's rental payment.

The Shire of Irwin will lodge all bond monies in a trust account.

A bond accrual payment must be fully balanced before any monies are credited to a tenant's rental account.

VACATING BOND PAYMENTS

No monies can be deducted from a bond accrual account until the vacation of the property. Any debt related to a tenancy while a tenant is in occupation cannot be taken from the bond, but must be repaid by lump sum or in affordable instalments.

Upon vacation of a property, a tenant will be repaid the full bond amount, less any deductions for a debt relating to the property, e.g. Rental arrears or tenant liability. Repayment will occur as soon as possible after the finalisation of vacation of the property.

BOND ACCRUAL – FOLLOWING COURT ACTION

Following the Termination of the Tenancy by the Court and as a means of saving the tenancy then the Bond Accrual may be used to pay rental arrears.

Utilising the Bond Accrual for paying the rental arrears following the termination of the tenancy by the court may only be actioned with the approval of the Chief Executive Officer.

Tenant must agree to this arrangement in writing before the transferring of any funds from the Bond Accrual Account.



PORT DENISON RETIREMENT VILLAGE

FRAUD MANAGEMENT POLICY

ADOPTED 23 APRIL 2013 – VERSION 1



FRAUD MANAGEMENT POLICY

PREAMBLE

The Shire of Irwin has specific eligibility criteria in order that applications may qualify for public rental housing and Bond Assistance if required. Some criteria are set by the Federal Government through the Commonwealth State Housing Agreement and some are set by the Department of Housing and Works in partnership with the Shire of Irwin. Both criteria may change from time to time.

To be eligible for all types of assistance an applicant must be eligible according to criteria relating to income, assets and property ownership, age, citizenship, residency status and be able to provide their identity to the Shire of Irwin's satisfaction.

Should the Shire of Irwin discover that an applicant or tenant has deliberately misled the Shire as to their eligibility for assistance; the Shire of Irwin will take immediate action.

One of the eligibility criteria is that applicants and tenants must not own property or land. This is due to the fact that it is considered that any person who owns property or land should use this asset to house themselves and not utilise public housing. However, the most common instance of fraud that occurs is the discovery that an applicant or tenant is the owner of property or land.

The Shire of Irwin and the Department of Housing and Works views this deception seriously and any tenant or applicant for public rental housing who gives false information as to property ownership or who acquires property since their application or tenancy will have their tenancy or application reviewed and the appropriate action taken.

The Shire of Irwin will undertake a check through Landgate, the State's Authority database of any applicant or tenant of who suspicions exist as to the ownership of property. As well, spot audits will be conducted of a sample group of applicants and tenants through the Landgate database on an annual basis. All new tenants will also be checked before going into public rental housing.

In all instances of fraud the Shire of Irwin reserves the right to take civil or criminal action.

APPLICANTS FOR PUBLIC RENTAL HOUSING

Applicants must answer all questions relating to their eligibility assistance, truthfully and to the best of their knowledge and provide all necessary documentation required by the Shire of Irwin to prove their eligibility.

In cases where false/misleading information is detected, the determining factor will be whether the customer answered truthfully and to the best of their knowledge.

Before an allocation has been made, any applicant who has provided false or misleading information, to the Shire of Irwin will have their application withdrawn.

After an allocation has been made the Shire of Irwin will consider any false or misleading information provided during the application and allocation process, as a breach of tenancy.

The current tenancy agreement states:

Upon application to the Shire of Irwin for housing assistance, the tenant must answer all questions truthfully and disclose all income and assets.

RENT TO INCOME SUBSIDY

On allocation, applicants must accept that they will be reviewed annually to determine continuing eligibility to tenancy.

The tenant must answer all questions truthfully and to the best of their knowledge and provide documentation required by the Shire of Irwin. The Shire of Irwin will consider any false or misleading information provided as a breach of tenancy.

The current Shire of Irwin tenancy agreement contains:

Upon annual review of the tenant's income by the Shire of Irwin for the purpose of determining eligibility for assistance, the tenant must answer all questions truthfully and disclose any increase in income, or existence of additional assets.



PORT DENISON RETIREMENT VILLAGE

REFURBISHMENT OF OCCUPIED PROPERTIES POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



REFURBISHMENT OF OCCUPIED PROPERTIES POLICY

PREAMBLE

The aim of the Refurbishment Program is to create a more attractive living environment. Where refurbishment programs are progressing as per the maintenance schedule and tenants do not wish to move from their property (and the policy is that they do not have to) then they will have their property upgraded to a similar level to all other properties being refurbished.

ALTERNATIVE OPTIONS

The Project Manager is to work around the tenant, if possible, and with the tenant, negotiate the amount of work, timeframes and alternatives. The preferred option may be to temporarily transfer the tenant and their belongings whilst work is being carried out.

Options

- Move to alternative refurbished property (if available), with the option to return to their property when refurbishment is completed, if they so desire;
- Free rent period if tenant remains in occupation.

REFURBISHMENT OCCUPIED PROPERTY

The refurbishment of any property is to be within budget and according to the maintenance program.

The Shire of Irwin will:

- Pay all removal and furniture storage cost;
- Clearly articulate the work required and timeframes;
- Manage the project to ensure satisfactory workmanship and completion on time;
- Keep the tenant informed of progress (negotiated with tenant);
- Ensure the contractor secures the property;
- Carry out a Property Condition Report on both properties and arrange a new Tenancy Agreement for the temporary tenancy, with similar action on return to the substantive tenancy. Rent will be charged only on one property;
- Ensure that building rubble and rubbish is cleared from site after completion of refurbishment and any related damage to the property is made good.

The Shire of Irwin will not:

- Take responsibility for damages/loss to furniture and belongings during removal or for items left (locked up) at the premises. Items removed by designated removalist and/or stored in an offsite designated storage area/s already have insurance liability;
- Maintain the back garden.

The Tenant will:

- Pay rent and utility costs as normal during the refurbishment period if tenant moves to alternate accommodation;
- Look after the back garden at the property in which they are residing if at the Port Denison Retirement Village.



PORT DENISON RETIREMENT VILLAGE

GOOD NEIGHBOUR POLICY

ADOPTED 23 APRIL 2013 - VERSION 1



GOOD NEIGHBOUR POLICY

PREAMBLE

The Good Neighbour Policy aims to encourage the Port Denison Retirement Village tenants to have a harmonious relationship with their neighbours. It ensures the tenants are aware of their obligations under their tenancy agreement not to allow disruptive behaviour on the Shire of Irwin's property.

Disruptive behaviour is defined as ongoing pattern of aggressive, threatening or disruptive behaviour, which substantially interferes with one or more neighbours use or enjoyment of their premises. It includes but is not limited to regular episodes of:

- Loud noise or music (particularly at a time when neighbours may reasonably be expected to be sleeping);
- Aggressive, threatening or obscene language and behaviour;
- Drunken behaviour;
- Uncontrollable parties;
- Fighting;
- Acts of physical violence;
- Unwanted entry into neighbouring properties;
- Throwing rubbish and other missiles into neighbouring properties;
- Intentional or reckless damage to the tenanted property, adjoining premises or any part of a common area.

ACCEPTABLE BEHAVIOUR AGREEMENT

All the Shire of Irwin's tenants will be required to sign an Acceptable Behaviour Agreement, which is an addendum to the Tenancy Agreement.

- The Acceptable Behaviour Agreement will be signed at the same time the Tenancy Agreement is signed;
- Tenants on existing Tenancy Agreements, who have not signed the Acceptable Behaviour Agreement, may be encouraged to sign one, although it would not have the same legal effect as if signed at the same time as the Tenancy Agreement.

Breach of the Acceptable Behaviour Agreement

The Acceptable Behaviour Agreement forms part of the terms of Tenancy Agreement so a breach of the Acceptable Behaviour Agreement is a breach of the Tenancy Agreement.

TENANT AND VISITOR BEHAVIOUR

Tenants are responsible for their own conduct and the conduct of other occupants and visitors to their property.

Tenant Responsibilities:

By signing the Tenancy Agreement the tenant agrees to not allow disruptive behaviour on the property. See definition above in the preamble for what the Shire of Irwin considers as disruptive behaviour.

See also **Tenancy Management Policy s1-10**

COMPLAINTS AGAINST A TENANT

The Shire of Irwin will act quickly on complaints made relating to a breach of the Tenancy Agreement. Time frame to respond to a complaint:

- The Shire of Irwin will initiate investigations into a complaint of disruptive behaviour within 2 working days.

Types of Complaints the Shire of Irwin will not respond to:

- The Shire of Irwin will not intervene or investigate allegations that are not breaches of the Tenancy Agreement. The Shire of Irwin may however find it appropriate to respond with an action that does not target an individual tenant.

For Example:

If a complaint is made against a tenant, who allows visitors to park in tenancy only parking spaces, the Shire of Irwin may install 'Tenant Parking Only' sign to encourage compliance by all residents.

- The Shire of Irwin will not get involved in minor disputes and disruptions that are considered to be part of day to day life and within ordinary tolerance levels. This is based on a standard of reasonableness.

For Example:

Some activities are easily recognised as producing unreasonable noise, but some can be difficult to determine. If a tenant turned on a radio after 10 p m on a weeknight and a neighbour could hear it – and it interfered with sleep – it would be considered unreasonable noise. If a tenant turned on the radio at 10am it may not be unreasonable noise because people are generally awake at that time. It could still be considered unreasonable if it was excessively loud or continued for too long.

- The Shire of Irwin will not conduct criminal investigations. The Shire of Irwin will however liaise with the Police in cases involving criminal activity.

How the Shire of Irwin will respond:

If a complaint is of concern to the Shire of Irwin further investigation will be conducted. The investigation will follow the rules of procedural fairness and maintain the confidentiality of the complainant.

The Shire of Irwin's course of action in responding to a complaint of disruptive behaviour will be determined by:

- The severity of the incident;
- Whether the incident can be substantiated;
- Any previous incidents by the tenant.

Tenants engaging in disruptive behaviour are in breach of their tenancy agreement and will be issued with a strike against their tenancy. Responses to disruptive behaviour are to be proportionate to the severity of the incident/s concerned.

If two (2) strikes are issued within a period of twelve (12) months, and both of these notices were issued for incidents falling within the serious category of disruptive behaviour, the Shire of Irwin will consider proceeding to eviction.

If the Shire of Irwin decides the matter is not of concern to the Shire, the complainant will be advised in writing and the complainant and/or tenant may be requested to contact a mediation service.

If three (3) Strikes are issued within a period of twelve (12) months, the Shire will consider proceeding to eviction.

If there are no further substantiated complaints within twelve (12) months of a Strike being issued, the tenancy is no longer under breach (regardless of the number of preceding Strikes).

IMMEDIATE TERMINATION IN SOME CIRCUMSTANCES

Depending on the nature of the breach, the Shire of Irwin may seek immediate termination and possession of the property. This will be the case if a tenant has intentionally or recklessly caused or permitted; or is likely to intentionally or recklessly cause or permit serious damage to the premises or injury to a Shire of Irwin employee or any person in occupation of, or permitted on adjacent premises.

Confidentiality is maintained in regards to the source of the complaint, unless the complainant has given their permission to the Shire of Irwin to divulge them as the source.

Should the matter proceed to court, the complainant may be required to testify as a witness against the tenant. If the complainant is concerned about any risk involved in revealing their identity, the Shire of Irwin will consider other sources of evidence.

If Complainant is Dissatisfied

If a complainant is not satisfied with the Shire of Irwin action about a complaint they can raise the matter with:

- The Chief Executive Officer.

TENANT WITH TENANCY BREACH HISTORY

The Shire of Irwin may not approve rehousing a tenant who has a history of a tenancy breach. Decision not to rehouse a tenant is determined on case by case basis. Factors to consider are:

- The seriousness of the breach/s;
- The length of time since the last breach;
- The attempts the tenant made to rectify the previous breaches;
- The effort the tenant has made in preventing future breaches;
- The effort the tenant made to redeem themselves for their previous breach; and
- The commitment of the applicant to abide by the terms of the Tenancy Agreement.

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