

# *TENANCY MANAGEMENT POLICIES & PROCEDURES*



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## Introduction

### *Purpose*

Supported Affordable Accommodation (SAA) values the support of all of our stakeholders and partners, and is committed to transparency, integrity and probity in all our dealings.

This document explains the tenancy management policies underpinning our accommodation facilities. As a Community Housing Provider (CHP) in Tasmania, our policy positions align with the *Homes Tasmania Act 2022* and the *Residential Tenancy Act 1997 (RTA)* or other applicable regulatory requirements.

Organisations leasing SAA properties are referred to as service providers in this manual and are responsible for delivering and administering tenancy management services on our behalf. Further information is available on the Homes Tasmania website or by contacting our Executive Officer.

### *Audience*

This document is intended for:

- tenants and prospective tenants
- representatives of organisations supporting vulnerable people who are eligible for social housing, and
- Board members, management, general staff, contractors and volunteers.

This document may also be shared with stakeholders and partners seeking assurance about our organisation and policies.



## Tenancy Management

### Eligibility

This policy ensures that accommodation is provided to eligible people and complies with applicable regulatory frameworks. Eligibility for social housing is the first step in filling a vacancy.

Consistent with Homes Tasmania's Social Housing Policy and SAA's purpose for being a community housing provider, a person is eligible if they:

- live in Tasmania
- are an Australian citizen or a permanent resident, including refugee visa subclasses 200, 201, 202, 203 and 204
- are 16 years or older
- are on a low income and eligible for a Commonwealth Health Care Card
- do not own land or a home of their own, and
- do not have financial assets worth more than \$35 000.

Additionally, SAA requires applicants to:

- be receiving a Government payment
- be eligible to receive Commonwealth Rent Assistance, and
- meet the criteria specific to the service provider's housing program.

Examples:

Be an eligible tenant under the NDIS, National Rental Affordability Scheme (NRAS) or similar government program.

Meet the age criteria for an aged pension for providers of homes for the aged.

See [Homes Tasmania's Social Housing Policy](#) for further explanation.

### Allocation

Potential tenants will be provided with information to make informed decisions about the accommodation. Applications will be screened to determine suitability for the property and likelihood of long-term occupancy.

SAA properties are generally purpose built to suit the needs of programs run by service providers such as Supported Independent Living (SIL), aging citizens or other vulnerable cohorts. For example, properties:

- accommodate multiple tenants with each tenant occupying one room of the dwelling as their main residence
- are generally designed for people with limited mobility (e.g. wheelchair bound) and easily modifiable to cater for increasing support requirements, and
- include accommodation, a shared area and a suitable separate office space for wraparound services to be delivered.



Priority will be given to tenants who are the best fit for the existing community within each home. Considerations may include age, gender, cultural background, support needs, communication skills, and behaviours of concern. Consistent with Homes Tasmania's Social Housing Policy, consideration is given to:

- health and mobility—the impact of the client's physical and mental health on their capacity to achieve and/or sustain a private tenancy and requiring social housing with a modified living environment
- suitability of property to meet tenant needs
- any other circumstances affecting the appropriateness of the tenancy, and  
Examples: Family support or compatibility/suitability of tenant with existing tenants of the property, and
- affordability of rent as a percentage of income.

Appropriate records of the application process will be retained, including the basis for decisions, for reference in case of subsequent issues or complaints.

## Tenancy Agreements

Service providers will enter into tenancy agreements with tenants in accordance with applicable regulatory requirements. Agreements cover the following:

- collecting rent and managing rent arrears
- managing the condition of properties
- managing, reviewing, renewing, extending and ending tenancies
- coordinating and providing support to tenants at risk of eviction.

Operational policies and procedures for the above are also available to tenants and potential tenants and summarised in the information sheet *About your Tenancy*.

## Rent

### Setting rent

SAA sets the maximum amount of rent that may be charged using the following formula:

- 25% of the full single independent base pension plus
- 25% of the full pension supplement plus
- 100% of maximum Commonwealth Rent Assistance.

This is how rent is calculated, regardless of which payments the tenant receives.

Rents will be reviewed and adjusted annually in line with legislative requirements and changes in pension/CRA rates. The process for reviews includes:

- service providers talking with tenants about income, affordability and their opinion on proposed adjustments
- at least 60 days' written notice of the change if rent has increased.



If either the rent amount or tenant required contribution decreases, the reduction will be immediately applied.

Tenants may appeal rent increases if they feel they are unfair or too much, through the Residential Tenancy Commissioner. Tenants have 60 days from notice of the rent increase to lodge a dispute.

## Rent payments

Service providers will offer and explain options for paying, such as electronic funds transfer, BPAY or Centrepay.

The tenancy agreement will state:

- how often payments are required
- how far in advance payments cover
- the amount of rent payable, and
- the available payment methods.

## Payment difficulty & arrears

Assistance will be provided to tenants having trouble paying their rent, ideally before an arrears debt arises. Service providers will have policy and procedures for this situation, which at a minimum will include the following options:

- agreeing on a payment plan for arrears
- referral to other support services.

Failure to pay rent or follow a payment plan that has been set up, could lead to ending the tenancy.

## Tenancy Commencement

Service providers must ensure all new tenants are provided with access to appropriate guidance and information explaining their rights and obligations as tenants in accordance with the applicable regulatory requirements and any other applicable frameworks such as policy and process within the provider organisation. Examples include rent setting, rent payment, property condition, inspections and maintenance, mechanisms for feedback, complaints and appeals, and support with issues.

A specific contact person (or tenancy manager) will be available to tenants if the property does not have a staff member on site, to assist with day to day matters.

## Occupancy Policies

### Pets

Tenants may ask to keep a pet and are only allowed with written permission from the service provider. This is because some pets such as goldfish, are easy to care for. Other pets need more care, and some are not suitable for certain homes. Pets will only be considered if:



- the animal is registered (where applicable in the Council area)
- the animal causes no nuisance or danger
- the animal is well cared for
- suited to the type of home and other residents, and
- the tenant is responsible for any harm or property damage caused by the pet.

### Tenancy breaches (including 3 strikes policy)

Good relationships and early offers of support will assist tenants to maintain long term tenancies and avoid the risk of breaching their tenancy agreement. Support will be provided if a tenancy is at risk, by responding to the specific needs of the individual. This may include developing and monitoring an agreed plan that identifies strategies to address their housing issues.

If a tenant is in breach of their tenancy agreement:

- the reason and actions to fix the issue will be explained to the tenant in person and in writing
- appropriate support will be provided to help the tenant resolve the issue
- if needed, the tenant will be given three opportunities to address a single instance of the issue, and
- details will be documented and retained to support any follow up, enquiry or appeal.

## Transfers and Terminations

A tenancy may end for many reasons. In each situation, the tenant has responsibilities as outlined below.

If a tenant...	Then they...
intends to transfer to another home	should talk with the service provider who: <ul style="list-style-type: none"> <li>• may have other homes available and suited to the tenant, or</li> <li>• will explain the steps involved in finding an alternative through another provider.</li> </ul>
chooses to vacate for other reasons including not renewing their tenancy	must advise the service provider in writing at least two weeks in advance.

Service providers assist tenants to sustain their tenancies, but will consider eviction if a serious breach of the tenancy agreement occurs and other actions have failed. Eviction action will always align with the *Residential Tenancy Act (RTA)* or other applicable legislation. Examples of serious breaches include severe damage by the tenant or their visitor, actual or threatened violence towards others and threats or abusive behaviour towards staff.

When vacating, tenants need to leave the property in good condition. Damage such as broken windows and shower screens, damage to walls or doors and rubbish that needs to be removed, are not considered to be fair wear and tear and service providers may pass on repair costs to the tenant.



## Change of Service Provider

Tenants may initiate the termination of a service provider, (and therefore the lease) if the tenants all agree to change service provider.

SAA recognises that tenants will periodically wish to change their service provider and should be able to do so with minimal impact on their living arrangements. SAA has allowed for this scenario in the lease with service providers, and will facilitate a change of provider at a site subject to:

- all tenants agreeing to the change
- a qualified replacement service provider has been nominated who is willing to take on the lease and who is acceptable to SAA, and
- a new lease agreement is drawn up between SAA and the new service provider.

## Communication with Tenants

Both SAA and service providers establish appropriate methods of communication with tenants.

Tenants will generally be dealing directly with their service provider for guidance and information about how to provide feedback or make a complaint relating to their housing. Channels will often include direct feedback with a member of staff located on site.

### Feedback surveys

SAA uses feedback to help improve what we do, regardless of whether it is positive or negative feedback. Surveys are conducted periodically with both service providers and tenants to gauge satisfaction with our organisation and our properties. The experience of tenants and providers is valuable to SAA and considered in the design, layout, and function of the building for future builds.

Survey data is:

- assessed to identify and address any follow up action required
- retained to support trend analysis over time and ongoing NRSCH reporting.

### Complaints

If a tenant wishes to complain about an issue with the home, they should firstly speak to their service provider to confirm that the issue is something SAA is responsible for addressing.

Example: A tenant complaining the clothesline is not large enough when multiple residents wash on the same day.

In this situation, the service provider is responsible and might consider installing an additional line. If the complaint did relate to an SAA responsibility, the service provider would likely offer to raise the issue with SAA on behalf of the tenant.

Tenants are however able to contact SAA directly from our website contact page. (<http://www.saatas.com.au/contact-us>).





If SAA receives a complaint from either a service provider or tenant, the Executive Officer will:

- investigate and provide a response
- advise what steps have been taken to address the issue

SAA aims to deal with complaints promptly, although timeframes can depend on the nature of the issue. If dissatisfied with the outcome, or the way SAA handled the matter, tenants can use the available external channels of appeal such as:

- The Tenants' Union of Tasmania
- The Residential Tenancy Commissioner
- The Tasmanian Ombudsman

## Staying Safe

SAA and our partners are committed to the safety and wellbeing of all people who deal with us. Our safeguarding policy:

- particularly focuses on situations where persons with disabilities, children, or young people are at risk of harm
- aim to prevent and address violence, abuse, neglect, exploitation, or discrimination through staff training and reporting mechanisms, and
- applies to all people who conduct work for SAA in a paid or unpaid capacity. For example, board members, executive leadership, staff, volunteers, contractors and consultants.

To maintain a safe environment, we:

- ensure staff undergo relevant checks and training on appropriate conduct towards tenants and managing/reporting incidents
- encourage disclosure of all unsafe behaviours
- ensure tenants know who to contact if feeling unsafe and are encouraged to raise concerns
- promptly report suspected abuse, neglect, or mistreatment to appropriate authorities
- value the input of families and advocates
- take reports seriously and investigate thoroughly, and
- review actions to address behaviours of concern and take necessary steps to protect tenants.

In their home, everyone has the right to be safe. Providers will prioritise a safe environment for all tenants, which is particularly important when providing supported independent living (SIL) to ensure physical and emotional safety within the home. If a tenant's behaviour poses risks or disrupts the safety of others, alternative accommodation options may be explored.

In the first instance, concerns should be raised with the service provider or, if this is not appropriate, to the Executive Officer for follow up action.

When appropriate or required, information will be shared with external authorities to the extent permitted law and privacy obligations.

The following table provides contact details for specific safety concerns.

Concern about...	Call	Number
the safety, risk or welfare of a child	Advice and Referral Line	1800 000 123
safety, risk and wellbeing relating to family violence	Family Violence Response and Referral Line	1800 633 937
safety, risk and wellbeing of older tenants	Elder Abuse Hotline	1800 441 169
<ul style="list-style-type: none"> <li>• immediate risk to a member of household, or</li> <li>• police or medical assistance is required</li> </ul>	Emergency services	000

## Property Maintenance

SAA's Property Manager is a licenced builder, and is responsible for property maintenance, including:

- inspecting each building at least once a year to identify issues and arrange associated maintenance, and
- responding to requests for ad hoc repairs on a day to day basis.

The table below outlines the steps to follow when something in the building requires maintenance.

Step	Action	Who
1	Advise the service provider of the issue	Tenant
2	Contact the SAA Property Manager	Service provider
3	Assign responsibility to address the issue, attending site if necessary for further assessment	Property Manager
4	Complete maintenance work directly, or contract the work to suitably qualified tradespeople	Property Manager

SAA provides each building with a simple to read flow chart explaining *How to Identify an Urgent Maintenance Issue*.

Service providers will ensure tenants are aware of the appropriate contact details within their organisation if maintenance issues arise. In many properties this will be a member of staff on site.

## Timeframes

Issues will be promptly addressed and repair work scheduled within timeframes appropriate to the issue. The following table explains the different types of repairs and timeframes for reporting and repair:

Repair category	Definition	Timeframe
Emergency	When damage occurs that is likely to worsen or causes the property to deteriorate	Report as soon as possible Interim / make safe within 24 hours Complete repair as soon as possible
Urgent	When an essential service ceases to function, such as water, sewerage or electricity	Report as soon as possible Repair within 48 hours
General	Non urgent & relatively minor repairs	Report within 7 days Repair within 28 days

SAA will always comply with applicable regulatory requirements and [Consumer, Building and Occupational Services \(CBOS\)](#). Refer to the Tenants Union of Tasmania [Repairs & Maintenance fact sheet](#) for comprehensive further information.

## Modifications to building

SAA recognises that sometimes tenants require modifications to accommodate specific circumstances and will work with service providers to address these where possible.

Service providers should initially contact our Property Manager with the request and details of the modifications, preferably including quotes from qualified suppliers.

Service providers must not make changes without explicit written approval from our Property Manager. SAA reserves the right to select qualified suppliers at the service providers' expense and will ensure appropriate approvals following completion of work.

## Policy Responsibilities

The following chart provides guidance on responsibilities within this housing manual:

Position	Responsibilities
Board	Determine policy and review as required at least every two years
Executive Officer	Implement policy
Project Officer	<ul style="list-style-type: none"> <li>• Preparing Welcome letter / package for service provider on lease commencement</li> <li>• Addressing any IT issues related to phone system</li> <li>• Coordinating maintenance inspections</li> <li>• Ensuring all maintenance issues are documented in Maintenance Register when notified by Assigned Contractor who receives calls (including status and when rectified)</li> </ul>
Property Manager	<ul style="list-style-type: none"> <li>• Phone monitoring and communication with lessee</li> <li>• Allocation and correspondence with contractors attending site to conduct maintenance</li> <li>• Ensuring any repairs and alterations meet SAA quality standards and requirements</li> </ul>

## Glossary

This glossary has been created to ensure agreement and consistent understanding and use of terminology in SAA documentation.

Explanations are intended to apply specifically to the SAA context, not the otherwise everyday meaning of the term.

Term	Explanation
Dwelling	<p>One building on a site which caters for tenants as well as support workers. In most cases the SAA designs will cater for:</p> <ul style="list-style-type: none"> <li>• six tenants in either two bedroom or one bedroom units and</li> <li>• one support worker sleep over room (staff accommodation).</li> </ul>
Household	<p>Either:</p> <ul style="list-style-type: none"> <li>• a group of two or more related or unrelated tenants who usually reside in the same dwelling, and who make common provision for food or other essentials for living, or</li> <li>• a single tenant living in a dwelling who makes provision for his or her own food and other essentials for living, without combining with any other person.</li> </ul>
Lease	<p>The term Lease refers to whichever of the following applies to the circumstances:</p> <ul style="list-style-type: none"> <li>• head lease – a lease between SAA Trust (site owner) and SAA</li> <li>• lease / sub-lease – a lease between SAA or SAA Trust (the lessor) and a service provider.</li> </ul>
Staff accommodation	<p>A room in the dwelling exclusively for live-in or overnight accommodation for a member of staff.</p>
Service provider	<p>An entity holding a lease with SAA to provide accommodation to tenants who may require support. May also be known as the lessee, and:</p> <ul style="list-style-type: none"> <li>• sub-leases rooms of the dwelling to individual tenants</li> <li>• provides wrap around services to tenants, and</li> <li>• is responsible for the day to day operation of the facility and relationships with tenants.</li> </ul>
Tenant	<p>The person that has the right to occupy a room under a tenancy agreement with a service provider. A tenant occupies one room of an SAA dwelling as their main residence.</p>

## Document controls

Policy Title:  SAA Housing Services Policy Manual	Ref No:
Approval Provided By: SAA Tas Ltd Board	<b>Policy Contact:</b> Executive Officer Phone 0407 018 175

## Review

This document will be reviewed at least every two years.

REVISION HISTORY			
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Version 1.0 Previously Part 2 of Housing Services Manual; cut from Manual into this separate document for clarity with CHP registration	Approved by the Board	16 <sup>th</sup> Jan 2025	16 <sup>th</sup> Jan 2027