

Momentum uses an Occupancy Agreement to help establish its relationship with residents of “specialist disability accommodation” (SDA). “SDA” is housing provided according to the National Disability Insurance Scheme legislation and rules.

The Occupancy Agreement serves the same purpose as a “lease” or a “tenancy agreement” that is commonly used in residential accommodation. It seeks to set out the rights and obligations of the landlord (known in the agreement as the “SDA proprietor”) and each resident. It informs the resident how much they will need to pay for fees and charges and how those fees will be calculated.

## How is the Occupancy Agreement different from other leases?

The Occupancy Agreement tries to achieve three very important outcomes for residents:

- The rights of each resident are protected, in particular that residents feel secure in their housing with Momentum Collective.
- Momentum Collective housing is managed in a way that meets all the laws, rules and expectations of the NDIS
- Each resident understands how their housing is to be managed, what rules apply and what they can expect from Momentum Collective as their landlord

It is an agreement that has been specifically designed to meet the needs of Momentum Collective and its residents of specialist disability accommodation.

## Separation of support services and tenancy management services

The Occupancy Agreement only covers the property and tenancy management services to be provided by Momentum Collective. It does not address the support services to be provided to each resident.

It is our belief that there needs to be a clear separation of the “tenancy rights” of residents from their rights as a user of support services.

The Occupancy Agreement helps us make that separation of services clear for our residents.

## Why not use a residential tenancy agreement?

A standard residential tenancy agreement, even with all the many amendments that would be required, does just not reflect the aims of the NDIS.

In particular, Momentum Collective believes that its Occupancy Agreement better provides for tenure security, by removing many of the standard clauses that a residential landlord can use to evict a tenant.

For example, a landlord in NSW can issue a tenant with a termination notice if the rent is unpaid for only 14 days. A landlord can also issue a termination notice to a tenant by giving only 30 days’ notice at the end of a fixed term tenancy. And a social housing tenancy can be terminated if 3 “strikes” have been issued to the tenant, as a result of agreement breaches.

Momentum Collective consider these type of allowable actions (under the Residential Tenancies Act NSW) to be totally inconsistent with its aim to protect the rights of its residents.

We also believe that these type of actions would not meet the requirements and expectations of the NDIS.

The Momentum Collective Occupancy Agreement removes these allowable reasons for eviction. The Momentum Collective Occupancy Agreement is designed to be a more concise and simpler document, when compared to other types of agreements that could be used. It is one that is free of complex legal language and likely to be better understood by our residents and their families.

## What are the principles of the Occupancy Agreement?

Momentum Collective have based its Occupancy Agreement on the same principles used by the NSW State Government when its established rights for residents of boarding and lodging houses in 2012.

We have clearly outlined these principles at the beginning of the agreement. These are the foundation, not just of the agreement terms and conditions that follow, but of our commitment to the protection of the rights of our residents.

- These principles cover:
- The condition of the property;
- Getting receipts when you pay money
- Knowing what charges can be made
- Knowing what the house rules are
- Knowing the reasons the agreement could be terminated
- Getting reasonable notice about any changes
- An entitlement for each resident to enjoy the property