

# Housing Operating Policies, Procedures and Guidelines

## Section 2:

# Establishing tenancies

Policy statement

2.00 Overview of agreements and program specific requirements

2.01 Tenancy establishment kit

2.02 Rental bonds procedures

2.03 Tenant nominations

2.04 Occupancy agreement sign-up kit

2.05 Agreement renewals

Version: 2.00

Last updated: August 2019



## Document history

Version	Date	Changes and updates
Version 1:	November 2018	<ul style="list-style-type: none"> <li>Updating and consolidation of existing tenancy establishment procedures into new document.</li> </ul>
Version 2:	August 2019	<ul style="list-style-type: none"> <li>Revised policy statements, as endorsed by the Board of Directors</li> <li>Added lease renewal criteria for supported, transitional tenancies</li> <li>Added new Specialist Disability Accommodation factsheet to the sign-up procedures for residents of SDA</li> <li>Revised standard Residential Tenancies agreement with new clauses to cover:               <ul style="list-style-type: none"> <li>Vacated debts</li> <li>Rules for shared housing arrangements in domestic violence program properties</li> </ul> </li> </ul>

## Policy

Momentum will work with tenants to establish and maintain successful tenancies in an efficient and consistent manner, in line with relevant legislation, and will work to ensure that all tenants understand their rights and responsibilities.

### Residential tenancy agreements (Residential Tenancies Act)

Each tenancy entered into by Momentum, which is subject to the Residential Tenancies Act ("the Act"), will be subject to a standard written residential tenancies agreement with the tenant, completed in accordance with legislative requirements.

The agreement is fully explained to the tenants and, where required, an interpreter should attend to assist in the comprehension of the agreement.

Momentum may include additional terms to the agreement that reflect its role as a social and affordable housing provider. Any additional terms to a residential tenancy agreement imposed by Momentum will not contravene the rights of the tenant afforded by the Act, other relevant legislation or any policy of Momentum.

### Other accommodation agreements

Where tenancies are not covered by the Act, Momentum will establish a written agreement which is fair and seeks to balance the rights and obligations of both parties.

Such agreements will reflect any funding or other compliance responsibilities required to be met by Momentum under the program in which the tenancy is offered.

### New tenants

Momentum is committed to commencing tenancies in a manner which promotes positive and sustainable relationships with tenants.

Momentum will use a standardised sign-up procedure for all new tenancies which will ensure:

- all legal and other compliance obligations are met prior to signing up a new tenant;
- tenants are provided with information about their responsibilities and rights, including key housing policies and rules of Momentum;

- ingoing tenants have the right to access the support of advocates, interpreters and/or legal advice prior to and/or during the signing of a new agreement with Momentum; and
- additional assistance is given to new tenants who may not understand all the terms of the agreement, including those with learning difficulties, cognitive impairment, younger tenants and those who are illiterate or where English is not their first language.

Tenants with complex needs are encouraged to seek support and are referred to appropriate local services as required. If doubts exist as to the sustainability of a new tenancy, strategies will be developed to assist the tenant.

Where fixed-term tenancies are offered, renewal of the agreement may be conditional upon agreed actions by the tenant these situations:

- such conditions will be reasonable and the required actions will be achievable by the tenant;
- the tenant will be provided in writing with all relevant information about required actions and the potential outcome of their failure to meet such conditions; and
- any decision to offer a renewable tenancy are made subject to Momentum's agreed delegated authorities.

## 2.00 Overview of agreements and program specific requirements

The following procedural provides information and guidance for staff about requirements for all new tenancies, including:

- Type of agreement to be signed by the tenant
- The nomination form required to be provided by the support provider, where relevant
- Any additional household information to be provided by the client prior to tenancy commencement
- The relevant rent setting method for each program

Program	Agreement	Nomination form	Additional client information collected at sign-up	Rent setting method
Transitional housing (SHS)	Residential tenancies agreement (social housing)	Nominee details form	Household information questionnaire	Social housing
Transitional housing (mental health)	Residential tenancies agreement (social housing)	Nominee details form	Household information questionnaire	Social housing
General social housing (long term)	Residential tenancies agreement (social housing)	Nominee details form (once Housing Pathways protocols completed)	Household information questionnaire	Social housing
Specialist disability accommodation	Occupancy Agreement	Nominee details form	Household information questionnaire	NDIS RRC Method
Boarding and lodging accommodation	CRS Boarding and lodging agreement	Resident Intake/Exit form	-	CRS rent setting policy (Boarding and Lodging)
Crisis accommodation	Crisis accommodation agreement	Resident Intake/Exit form	-	CRS rent setting policy (Crisis Accommodation)
Affordable housing	Residential tenancies agreement (affordable housing)	N/A (Separate application required)	Household information questionnaire	Affordable housing guidelines

## 2.01 Tenancy establishment kit

### Purpose

Information, instructions, and checklists to ensure that tenants:

- receive an orientation to their new home
- understand their key tenancy rights
- sign legally binding agreements
- have the opportunity to ask questions about their tenancy with Momentum

The process also ensure that appropriate measures can established if the new tenant has indicators of behaviours of concern or may not be able to sustain their tenancy with additional supports.

## Exclusions

This kit is designed for new social and affordable housing tenancies. Do not use this kit for:

- **OCCUPANCY AGREEMENTS:** For all specialist disability accommodation, see 2.03 Occupancy Agreement Sign-Up Kit (NDIS01 – Occupancy Agreement Sign-Up Kit)
- **LEASE RENEWALS** –See 2.05 Lease Renewal Kit (RTA10 – Lease Renewal Kit) for all situations where tenants are signing a further lease at the same property.

## Agreement and document preparation checklist (staff instructions)

**Set up new clients/tenant in Chintaro** - ensure you complete all relevant fields (*For further assistance, see setting up a new tenant in CHINTARO procedures*).

Include payment instructions, all household income, Service Level Agreements (SLA) where applicable, tenant contact numbers, emergency contact, raise bond, water and any other debit notes required.

All letters and agreements can be created through CHINTARO.

Set up tenant file on the P Drive

1. **Obtain income information and calculate rent** using Rent Calculator. Print calculation and report. Assess all non-rent charges and enter in Chintaro
2. **Assess rental bond** @ 4 weeks of assessed rent. Bond can be paid in full or by instalments over the initial lease period (must be paid in full by affordable housing tenants) New tenant to be offered “rental bonds online” facility if able to pay entire bond amount prior to commencement of tenancy.
3. **Phone applicant** and setup the sign-up date and time. Advise the amount of rent and any other amounts payable at sign up. Request if tenant would like to view copy of standard agreement prior to the sign-up. Seek if the tenant (or advocate) requires sign-up details confirmed in writing.  
Explain Rental Bonds Online.  
2 weeks rent in advance: «CurrentFortnightlyRe»  
Bond @ 4 x weeks rent: «BondAmount»
4. Does the tenant have any indicators that may not be able to sustain their tenancy with MH?  
If yes, make note in CHINTARO and action to Senior Housing Officer. If there are already agreed actions in place, including the development of a Tenancy Response Plan, these will need to be made known to the tenant. Any existing support services that the tenant has in place will need to be identified and a Disclose Consent Form completed.
5. Prepare the standard MH agreement by merging and printing the CHINTARO tenant record to the correct agreement, using:  
**RESIDENTIAL TENANCIES AGREEMENT (SOCIAL HOUSING)** for all social housing tenancies, including where the social housing tenancy is transitional or supported (RTA02 – RTA07)  
**RESIDENTIAL TENANCIES AGREEMENT (AFFORDABLE HOUSING)** for NRAS and any other affordable housing programs (RTA08 – RTA09)  
When preparing new agreements, make sure that all the relevant details in **SCHEDULE ONE** (on the second page) are fully completed.
6. Prepare property condition report through PIM, print with photos attached. Make sure the water meter reading is on the PCR. Print 2 colour copies of report and photos for tenant and save a **signed** copy to the tenants file on P drive.
7. Prepare the sign up kit with the following documents as attached below:  
In this kit, you will find:
  - Centrelink Multiple Consent form
  - Itemised Payments Form (x2)

- Household Information Questionnaire
- Key receipt (photocopy keys)

You will also require:

- (Prepared) agreement i.e. Social Housing or Affordable Housing agreement
- (Prepared) property condition report (see above)
- Rental bonds online factsheet (Department of Fair Trading)
- New Tenant Checklist (Department of Fair Trading)
- Tenant Handbook

For transitional and/or support housing, you will require:

- Disclosure consent form (Chintaro FORM04) – this may also be required to cover any existing support services that new tenant has in place, whether or not the tenancy is designated as “supported housing”
- Service Level Agreement (Chintaro FORM14)

You may also need:

- NRAS tenant declaration (Chintaro FORM13)
- NRAS tenant consent form
- Affordable housing factsheet
- Rental bond lodgment forms (see above)
- Easy Read Tenancy Agreement
- Asbestos factsheet – only for new tenancies in properties where asbestos-materials are present

NOTE: ALL OF THESE ADDITIONAL FORMS ARE READILY AVAILABLE FROM MOMENTUM'S HOUSING OPERATIONS MANUAL, WITH MANY DOCUMENTS ALSO BEING ACCESSIBLE THROUGH CHINTARO'S TENANT RECORDS

- 
8. Prepare for any special requirements for the tenant sign-up, e.g. need for language or sign interpreters; need for advocacy or help understanding the documents to be signed, requirement that any tenant under the age of 18 will need to have an adult (non-MH Housing employee) present at the sign-up.
- 
9. Action a note to finance advising of new tenancy
-

## Sign-up checklist (staff instructions)

Requirement	Outcome
<p>Introduction</p> <ul style="list-style-type: none"> <li>• Introduce yourself and your position. Explain your role and what your ongoing relationship with the tenant will be.</li> <li>• Explain reasons for sign-up process and provide estimate of how long process may take. Explain that the tenant will be provided with copies of all signed documents at end of sign-up</li> <li>• Sight tenant Photo-ID prior to sign-up commencing.</li> </ul>	<ul style="list-style-type: none"> <li>• Seek and answer questions from tenant</li> </ul>
<p><b><u>Support Conditions or Plans:</u></b></p> <p>If transitional or supported housing, explain what that means and nature of relationship between MH and support provider. If exit from tenancy expected at the end of fixed-term, explain how that happens and responsibilities for locating alternative housing.</p> <p>If the tenant has any behaviours of concern or indicators of vulnerability, any plan (in place or to be developed) should be discussed with the tenant. The tenant should be requested to sign a Disclosure Consent form to cover all existing support services.</p>	<ul style="list-style-type: none"> <li>• Seek and answer questions from tenant</li> <li>• Sign Service Level Agreement</li> <li>• Sign Disclosure Consent Forms</li> </ul>
<p><b><u>Tenancy agreement (front pages &amp; schedule)</u></b></p> <ul style="list-style-type: none"> <li>• Explain front 2 pages of <u>tenancy agreement</u></li> </ul> <p>Explain Schedule One</p> <ul style="list-style-type: none"> <li>• Any bylaws</li> <li>• Swimming pool (if relevant)</li> <li>• Maintenance exclusions</li> <li>• Disclosure of material facts</li> <li>• Supported and/or transitional housing</li> <li>• Rental bonds online</li> <li>• Pets</li> </ul>	<ul style="list-style-type: none"> <li>• Provide any by-laws where applicable</li> </ul>
<p><b><u>Tenancy agreement (standard terms)</u></b></p> <p>Explain that clauses 1-40 are required by the Act. Provide overview and give tenant opportunity to read through full agreement</p>	
<p><b><u>Tenancy agreement (additional terms)</u></b></p> <p>41. RENTAL SUBSIDY – advise MH as household income changes (or annual eligibility review if for affordable housing)</p> <p>If Affordable housing, at this stage explain:</p> <ul style="list-style-type: none"> <li>• Explain continuing eligibility rules and annual review process</li> <li>• Explain how rent is set (discounted market rent method, reviewed annually)</li> </ul> <p>42. OCCUPANCY – Need to reside permanently at the property</p> <p>55-57. TRANSITIONAL OR SUPPORTED – (As above) need to engage with service provider in term of the agreement, if transitional tenancy explain how tenancy is ended</p>	<ul style="list-style-type: none"> <li>• If Affordable Housing, provide Affordable Housing factsheet</li> </ul>

Requirement	
<p>46. WATER USAGE CHARGES – explain policy for metered and unmetered usage. Note that full water usage policy is included at rear of agreement</p> <p>51. TELECOMMUNICATION DEVICES – MH will not provide if not already installed</p> <p>52. COMMON AREA RULES – explain responsibility for behaviour extends to tenants use of any common areas</p> <p>58-59 PRIVACY – explain importance or privacy to MH. Note the exclusions: Police, Centrelink, child protection, mental health, domestic violence</p>	
<p><b>Agreement signatures</b> ALL PARTIES TO INITIAL AND SIGN AGREEMENT</p>	<ul style="list-style-type: none"> <li>• Tenant to initial front 4 pages of tenancy agreement (including both pages of Schedule One) and both parties to sign both agreement copies (requires witness)</li> <li>• Tenant given copy of DFT Checklist for New Renters and sign receipt on agreement</li> </ul>
<p><b>MH Tenant Information Handbook</b> Show tenant handbook and briefly explain contents and explain purpose.</p>	<ul style="list-style-type: none"> <li>• Provide Tenant Handbook to tenant</li> </ul>
<p><b>AFFORDABLE HOUSING only (if applicable)</b></p> <ul style="list-style-type: none"> <li>• Explain continuing eligibility rules and annual review process</li> <li>• Explain how rent is set (discounted market rent method)</li> <li>• Explain annual rent increase system and eligibility review</li> </ul>	
<p><b>Rent and other charges</b> For all social housing tenants, explain how to pay rent and what rent is used for; 6 monthly rent reviews; eligibility for Centrelink Rent Assistance; market rent for property</p> <p>If not covered as part of agreement review, advise tenant to be charged for water usage and describe process for this charging and paying this. Explain bank deposit book</p> <p>Explain Centrelink RDS scheme. Seek tenant participation and suggest additional payments to cover future water usage charges (if applicable)</p> <p>Explain Centrelink Multiple Consent for Centrepay, ICS and EVOR</p>	<ul style="list-style-type: none"> <li>• Tenant to sign Centrelink MDS form (must be lodged with Centrelink) or tenant signs up to Centrepay online and sets up deductions at time of sign-up</li> <li>• Tenant completes <u>Itemised Deductions</u> form (including for other occupants, as required)</li> <li>• Tenant to complete and sign <u>Centrelink Multiple Consent</u> form</li> </ul>
<p><b>Rental bond</b></p> <ul style="list-style-type: none"> <li>• Explain how rental bond was calculated, what it is used for and how it is lodged via Rental Bonds Online</li> <li>• Explain instalment process, if applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Both parties to sign and date Rental Bond Lodgement forms (if applicable)</li> </ul>



Requirement	Outcome
<p><b>Repairs and Maintenance</b></p> <ul style="list-style-type: none"> <li>• Explain process for completion of Property Condition Report by tenant</li> <li>• Explain how repairs should be reported and how they will be acted on</li> <li>• Explain policy on lost keys by MH</li> <li>• If there is asbestos in the property, provide the tenant with a copy of the asbestos factsheet</li> </ul>	<ul style="list-style-type: none"> <li>• Provide 2 copies of <u>PCR</u></li> <li>• Copy of Asbestos Factsheet</li> </ul>
<p><b>Privacy and Confidentiality</b></p> <ul style="list-style-type: none"> <li>• Explain tenant's right to consent to MH disclosing information to nominated third-parties. For supported tenancies, explain that this is required in order to manage the tenancy well</li> <li>• Section 58 and Section 59 explains the main privacy principles (see Section 55 &amp; 56 of the Affordable Housing agreement))</li> <li>• Introduce Household Information Questionnaire and request to be completed and signed (on page 3)</li> </ul>	<ul style="list-style-type: none"> <li>• Tenant completes Household Information Questionnaire.</li> <li>• Does the tenant want to provide consent to release information to a third party?</li> <li>• Tenant completes <u>Disclosure Consent form</u>, to allow disclosure to nominated third party (if not previously completed)</li> </ul>
Invite questions from the tenant	
Payment of establishment fees by tenant	<ul style="list-style-type: none"> <li>• Explain to tenant how to make payment, either by direct deposit, cheque or Centrepay</li> </ul>
Scan all documents signed by the tenant	<ul style="list-style-type: none"> <li>• Scan all signed document to the tenants file and provide tenant with signed originals</li> </ul>
Provision of keys Tenant provided with full set of keys	<ul style="list-style-type: none"> <li>• Tenant signs <u>Key Receipt</u> form</li> </ul>

## Attachments to kit

In the Chintaro version of this kit, you will find all of the documents referenced above.

## 2.02 Rental bonds

### Purpose

- Sets the rates for rental bond charges made by Momentum Collective.
- Allows tenants and Momentum Collective CH to lodge and monitor bond payments online.

### Definitions

AH – Affordable Housing

SDA – Specialist Disability Accommodation

SH – Social Housing

MC – Momentum Collective

### Responsibilities

Tenancy Officer – lodgement, track online payments, Chintaro data entry, Centrepay variations

Finance – authorise lodgement, authorise claim

### Rental bond setting and rates

All Momentum Collective AH, SDA and SH tenancies require a rental bond no more than 4 weeks rent, round down to the nearest \$25.

For AH, SDA tenants the rental bond must be paid prior to or at the time the tenancy agreement is signed. Social Housing tenants have the option to repay the bond in equal fortnightly repayments over 6 months.

Social housing (including transitional housing)	<ul style="list-style-type: none"> <li>• 4 weeks of assessed rent.</li> <li>• Bond can be paid in full or by instalments over the initial lease period. New tenant to be offered “rental bonds online” facility if able to pay entire bond amount prior to commencement of tenancy.</li> </ul>
Specialist Disability Accommodation (Occupancy agreements)	<ul style="list-style-type: none"> <li>• 4 weeks of assessed rent. Bond can be paid in full or by instalments over the initial lease period.</li> <li>• Rental bond held by Momentum Collective in trust.</li> <li>• Note: Existing residents who may have commenced their occupation of the same SDA dwelling, even if in a different room, under a different rental bond setting formula (including a “nil” bond) will not be asked to pay any additional amounts upon their lease renewal</li> </ul>
Affordable housing, including NRAS	<ul style="list-style-type: none"> <li>• 4 weeks of assessed rent. Bond must be paid in full prior to tenancy commencement.</li> <li>• New tenant must be offered “rental bonds online” facility if able to pay entire bond amount prior to commencement of tenancy.</li> </ul>
CRS (Mental health) boarding houses	<ul style="list-style-type: none"> <li>• No rental bond charged</li> </ul>
Short Term Accommodation Assistance (Respite)	<ul style="list-style-type: none"> <li>• No rental bond charged</li> </ul>
Crisis accommodation (Refuges)	<ul style="list-style-type: none"> <li>• No rental bond charged</li> </ul>

## Bond lodgement

Rental bonds can be created and lodged online with the tenant making the payment in full or by instalments direct to the Rental Bond Board.

Rental bond payments where the paper-based process has been used will be paid to MC and lodged within 7 days of receipt.

## Sign up process

A bond lodgement form must be created online, printed and taken to the sign up. Tenants must be offered the opportunity to sign up for an online bond and if declined are required to sign the bond lodgement form.

## Payment methods

**Rental Bonds Online** – payment can be made through the tenants online Rental Bonds accounts either in full or in instalments, whatever has been arranged with MC using their Visa/Mastercard Debit Card.

**BPAY** - tenants can set up with their bank to make regular fortnightly repayments using the BPay details provided to them upon creating their Rental Bonds Online account.

**Bond Lodgement form** – tenants can pay MC via direct deposit or Centrepay either in full or in instalments, whatever has been arranged with MC. The TO is responsible each month to fill in a Bond Instalment form when prompted from finance.

## Claiming a bond

When a tenant vacates and owes money to MC a claim can be made against the tenants bond.

**Rental Bonds Online** – claim for a rental bond must be made through rental bonds online (*see Rental Bonds Procedure*)

**Bond Claim form** – using the red Claim for Refund of Bond Money form. If the tenant refuses to sign the form, you can still lodge the form. Fair Trading will give the tenants 14 days' notice to settle the matter or contest the claim via NCAT.

The main reasons a claim can be made against the bond are:

- unpaid rent
- the reasonable cost of repairing damage to the premises, beyond fair wear and tear
- unpaid water usage charges, so long as you had requested payment within 3 months of receiving the bill
- any 'break fee' or other charges payable as a result of the tenant breaking the tenancy agreement early
- the reasonable cost of cleaning any part of the premises not left reasonably clean, having regard to how clean the premises were at the start of the tenancy
- the reasonable cost of having the barrel of the locks changed or other security devices replaced, if the tenant has failed to return all keys and security devices they were given.

There may be other legitimate reasons for making a claim against the tenant's bond, including the cost of disposing of goods left behind by the tenant.

Evidence must be provided to the tenant when claiming a bond such as final condition report and quotes/receipts for work.

See 4.05 Tenant Responsible Maintenance procedures for further information about allowable claims for tenant compensation in relation to property damage, removal of goods left behind and cleaning.

A Note must be recorded in the tenants Chintaro file titled **Bond Claim** detailing where the bond claim has been used. Send the Note to Finance advising of the bond to be claimed and the amount of bond to be refunded to the tenant if applicable.

Any documents in relation to the claiming of the bond must be saved to the tenants P drive folder under **Vacated Paperwork** and named according to the file convention procedure.

## 2.03 Tenant nominations

### Purpose

To provide guidance for staff in handling vacant Transitional properties, where the nominated service provider recommends/nominates a tenant.

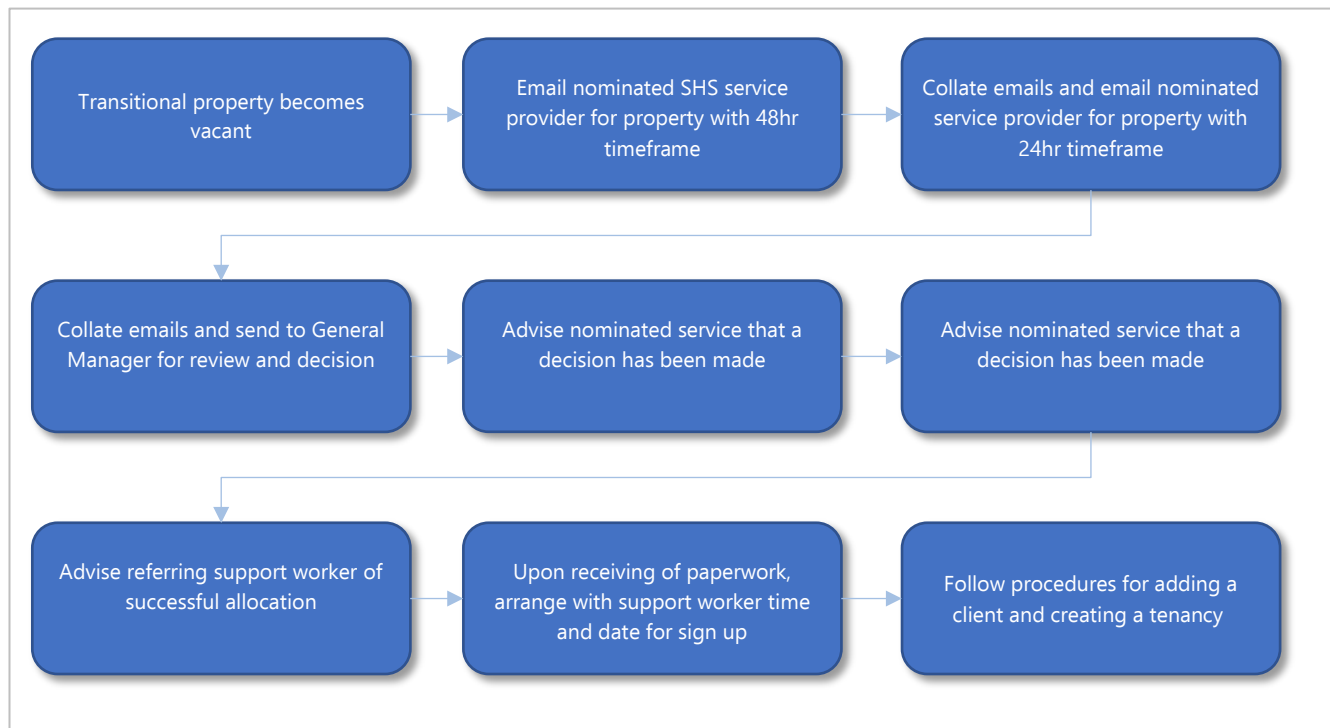
### Definitions

- WDFV - Women’s Family & Domestic Violence
- AWFDV - Aboriginal Women’s Family & Domestic Violence
- AHPS - Aboriginal Homelessness & Prevention Services
- SHS - Specialist Homelessness Services
- MH - Mental Health
- CHS - Community Housing Service
- GMH – General Manager Housing

### Responsibilities

- General Manager Housing – approvals and decision making
- Tenancy and support staff – handling requests, establishing tenancies

### Specialist Homelessness Services (SHS)



## Vacant properties

Vacant properties that are referred to as transitional properties, are for the purpose of housing short-term at-risk tenants who are not only the most in need, but also who are willing to engage and be supported to find longer term accommodation. In addition, who has the best opportunity to use the transitional property program as a short term stay to be rehoused.

## Nominations and recommendations

Service streams are requested to make nominations and recommendations of their clients who will be suitable for the purpose of transitional housing.

Collated nominations are returned to 7 Alliance Members delegates, to make recommendations flag any risk and send back to Community Housing using the SHS – Property Nomination Form. Community Housing then collate the recommendations to approve / decline nominations.

## Decision

The decision sits with the General Manager Housing to approve/decline recommendations.

## Email templates

### SHS – 48hr Request

Transitional property *Unit No/Street No, Suburb, Postcode* will soon be available to be tenanted. **You now have 48 hours to provide your nomination to us.** Please provide the attached "SHS Property Nomination Form", completed in full by **Close of Business – 4:30PM** on *Day/Date/Month/Year*

Please email your forms to [nominateGHSH@otcp.com.au](mailto:nominateGHSH@otcp.com.au) – *Please have the Property Address in the Subject of your email – Alternatively reply to this email and attach your nomination.*

#### Transitional Property Details

**Contract Allocation** – i.e. 1. AWDFV / 2. WDFV / 3.AHPS

**Property Address** – Unit No/Street No , Suburb , Postcode

**Property Access** -Property Elements i.e. How many steps, disability access etc.

**Property details** - Location Details i.e. Walking distance to shops & schools, or public transportation available etc.

**Property size** - Number. of Bedrooms, yard and size etc. max no. occupants

**Expected vacancy date** - Estimated date to be able to be tenanted and brief explanation of what has to happen prior to being tenantable e.g. Clean/repair

**Nomination close date** –Enter time and date as per above close date

**NOTE:** *Only use the attached version of "SHS Property Nomination Form v1". Discard any previous versions you may have. Using an older version will not allow us to process a nomination correctly, so we will not be able accept older versions of forms being returned to us.*

Attachments

- SHS Property Nomination Form

**24hr Request**

Please find attached the collated nominations for xxPropertyxxAddressxx for your consideration, and recommendation to place an appropriate tenant. Please reply by Close of Business – 4:30PM on xxDayxxDatxxMonthxxYearxx for your recommendation to be included in the decision making.

To make a ranking, please fill out the below template for each nomination.

Client Name		Client Name	
Client Scoring Number		Client Scoring Number	
Your Ranking Number		Your Ranking Number	
Comments		Comments	

**GMH - Decision**

Attached are the nominees and service recommendations received for nomination to xxPropertyxxAddressxx for you to make a decision on for selecting a tenant for the property.

Please document your decision on the last page of the SHS Property Nomination form under OTCP Community Housing Office Only for each nominee and return to nominateGHS@otcp.com.au

Attachments

Copy and paste nominations from support workers

**Decision on Nominee**

A nominee has been selected for tenancy at xxPropertyxxAddressxx. The successful nominees referring support worker has been advised.

**Nomination**

Your Nomination xxNomineesxxNameXX was selected for the Tenancy of xxPropertyxxAddressxx. Please see attached “Nominee Details Form”, “Individual Support Agreement” and “Centrepay Deduction Authority Form” that are required to be completed and returned to us in full. We require this information to be returned to us as soon as possible, we are unable to progress with preparing lease documentation until we have received this information.

When returning your form, please supply income documents such as a Centrelink Income Statement/Payslip etc. for each occupant aged 18 and over. Alternatively complete the “Centrepay Deduction Authority Form”, you can print and attach additional copies for each additional occupant required to sign.

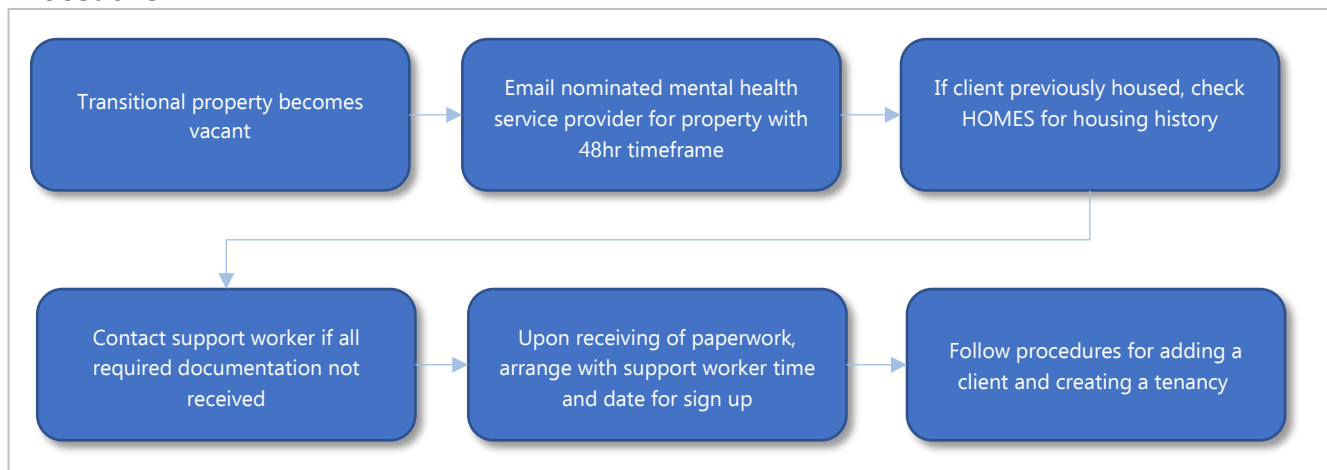
NOTE: Only use the attached version of “Nominee Details Form v2”, “Individual Support Agreement v4” and “Centrepay Deduction Authority Form”. Discard any previous versions. You may have to save the attached document to your computer to be able to use the drop down fields in the form. If prompted after opening the file click “Enable Macros”. Using an older version will not allow us to prepare lease documents correctly, so we will not be able accept older versions of the form being returned to us.

Attachments

- Nominee Details Form
- CHS – Individual Support Agreement
- CHS – Centrepay Deduction Authority Form

## Mental health

### Procedure



### Vacant properties

Vacant properties that are referred to as transitional properties, are for the purpose of housing short-term at-risk tenants who are not only the most in need, but also who are willing to engage and be supported to find longer term accommodation. In addition, who has the best opportunity to use the transitional property program as a short term stay to be rehoused.

### Nominations and approvals

Service streams are requested to make nominations and recommendations of their clients who will be suitable for the purpose of transitional housing.

The decision sits with the Tenancy Officer to approve/decline recommendations.

Where it is considered that the nominated client is not eligible for social housing, the matter will be referred to the General Manager Housing.

### Email template

**Request** A transitional property will soon be available to be tenanted. **You now have 48 hours to provide your nomination to us.** Please provide the attached forms that will need to be completed and returned to us by **Close of Business – 4:30PM** on *Day/Date/Month/Year*

Please email your forms to [tenancy@mymomentum.org.au](mailto:tenancy@mymomentum.org.au)

**Property Address** – Unit No/Street No , Suburb , Postcode

**Property Access** - Property Elements i.e. How many steps, disability access etc.

**Property details** - Location Details i.e. Walking distance to shops & schools, or public transportation available etc.

**Property size** - Number. of Bedrooms, yard and size etc. max no. occupants

**Expected vacancy date** - Estimated date to be able to be tenanted and brief explanation of what has to happen prior to being tenantable e.g. Clean/repair

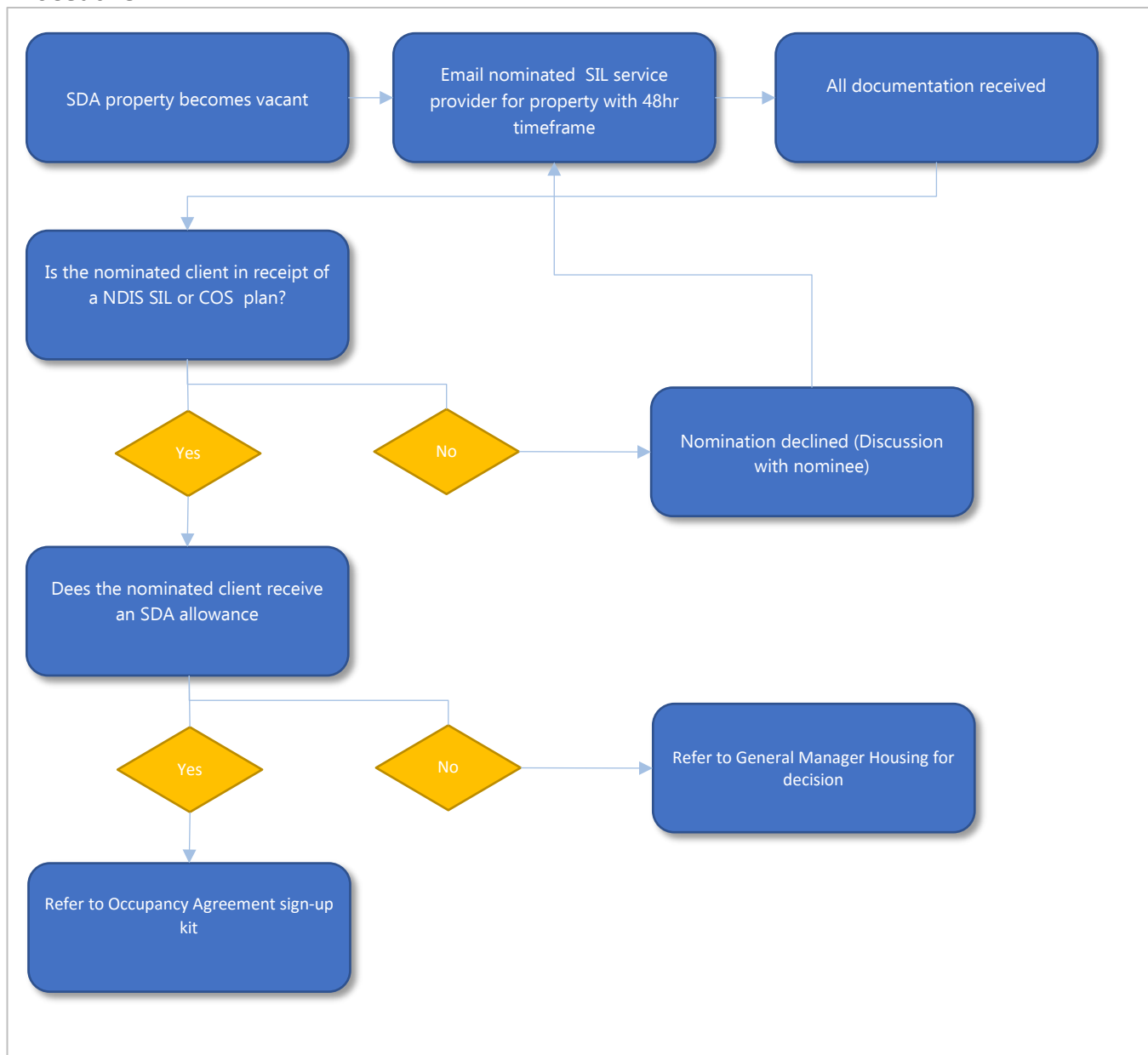
**Nomination close date** –Enter time and date as per above close date

Attachments:

- Nominee details form
- MH – Individual Support Agreement
- CHS – Centrepay Deduction Authority Form

## Specialist Disability Accommodation (SDA)

### Procedure



### Vacant properties

Vacant SDA properties must only be allocated to residents who have a NDIS Supported Independent Living Plan in place. Some SDA will also require that the resident receives a “SDA Allowance” in order to be eligible for the accommodation.

### Nominations and approvals

The SIL provider needs make nominations and recommendations of their clients who will be suitable for the purpose of SDA housing.

The decision sits with the Tenancy Officer to approve/decline recommendations, subject to the tenant having both a SIL plan in place and being in receipt of an SDA allowance.

Where it is considered that the nominated client is not eligible for SDA, the matter will be referred to the General Manager Housing.



## Email template

- Request** A SDA property is/will soon be available to be tenanted. **You now have 48 hours to provide your nomination to us.** Please provide the attached forms that will need to be completed and returned to us by **Close of Business – 4:30PM** on *Day/Date/Month/Year*
- Please email your forms to [tenancy@mymomentum.org.au](mailto:tenancy@mymomentum.org.au)
- Property Address** – Unit No/Street No , Suburb , Postcode
- Expected vacancy date** - Estimated date to be able to be tenanted and brief explanation of what has to happen prior to being tenatable e.g. Clean/repair
- Attachments:
- Nominee details form
  - CHS – Centrepay Deduction Authority Form

## Boarding and lodging and crisis intake

Boarding and lodging houses are situation in:

- Tweed Heads;
- Coffs Harbour;
- Grafton; and
- Lismore.

Crisis accommodation (refuges) are located in:

- Tweed Heads; and
- Lismore

Nominations are not provided for these properties as the tenancy intake and establishment process (including the signing of the relevant agreements) is wholly managed by the support service provider.

The service provider completes the standard *Boarding and Lodging/Crisis Intake-Exit* form and emails the completed form to [housingpathways@mymomentum.org.au](mailto:housingpathways@mymomentum.org.au).

The new residents details are entered into Chintaro by the Housing team.

## 2.04 Occupancy agreement sign-up kit

### Preparation

1. Enter the occupant in Chintaro. Print this Occupancy Agreement Sign Up Kit.
2. Have the occupant sign the Centrelink Multiple Consent Form or obtain Centrelink Income Statement from either occupant or advocate.
3. Calculate the occupancy fee using the SDA Calculation method. Print calculation
4. Calculate boarding payments, using the Boarding Payments calculator. Refer to utilities spreadsheet for required fees, as these vary between the specialist disability accommodation provided by Momentum. Print calculation  
 Note: If the Boarding Payments exceed the NDIS boarding payments threshold amount, refer the matter to the General Manager Housing for a final determination.
5. Assess Security Deposit
6. If applicable, phone Trustee & Guardian, occupant or advocate and setup the sign-up date and time. Advise the amount of weekly rent and any other amounts payable at sign up. Request if tenant would like to view copy of the agreement prior to the sign-up. Seek if the tenant (or advocate) requires sign-up details confirmed in writing.  
 If the agreement is to be signed by the resident's personal representative, contact the representative to make a suitable appointment time. For new residents, the representative must be provided with a forward copy of the agreement with a reasonable time to review the agreement prior to sign-up
7. If the sign-up is to take place at the site of the specialist disability accommodation, contact the site Manager to ensure that the planned sign-up date and time is suitable for staff and other residents.
8. Prepare the attached ingoing PCR with photos, using the special PCRS for SDA (NDIS03).
9. Prepare the standard occupancy agreement by merging and printing the CHINTARO tenant record to the correct agreement (NDIS02 – Occupancy Agreement).  
 When preparing new agreements, make sure that all the relevant details in SCHEDULE ONE (on the second page) are fully completed.
10. Prepare the sign up kit (NDIS01 – Occupancy Agreement sign-up kit) with the following attached documents:
  - Centrelink Multiple Consent form
  - Itemised Payments Form (x2)
  - Household Information Questionnaire
  - Disclosure consent form
  - SDA factsheet
 You will also require:
  - Property condition report, rent assessment calculation and boarding payments calculation (see above)
  - Tenant Handbook
  - SDA partnership operating agreement
11. On completion of sign up scan all documents to the tenants file on P drive.

## Sign-up checklist (staff instructions)

Requirement	Outcome
<p><b>Introduction</b></p> <ul style="list-style-type: none"> <li>• Introduce yourself and your position. Explain your role and what your ongoing relationship with the resident will be.</li> <li>• Explain reasons for sign-up process and provide estimate of how long process may take. Explain that the resident/representative will be provided with copies of all signed documents at end of sign-up.</li> </ul>	<ul style="list-style-type: none"> <li>• Seek and answer questions from resident/representative</li> </ul>
<p><b>Supported housing:</b></p> <p>Explain the nature of relationship between MH and support provider. Explain separation of housing services from support (SIL or CoS) provision.</p>	<ul style="list-style-type: none"> <li>• Seek and answer questions from resident/representative</li> <li>• Provide copy of supported housing agreement, if requested by resident</li> <li>• Sign Disclosure Consent Forms</li> </ul>
<p><b>Occupancy agreement (front pages &amp; schedule)</b></p> <ul style="list-style-type: none"> <li>• Explain front 2 pages of <u>occupancy agreement</u></li> </ul> <p>Explain Schedule One</p> <ul style="list-style-type: none"> <li>• Common areas</li> <li>• Inclusions</li> <li>• Premises Conditions Report</li> <li>• Any special conditions (or house rules)</li> </ul> <p>Explain that Occupancy Agreement terms and conditions meet NDIS Rules for accommodation agreements</p>	
<p><b>MH Tenant Information Handbook/SDA factsheet</b></p> <p>Show tenant handbook and briefly explain contents and explain purpose.</p>	<ul style="list-style-type: none"> <li>• Provide Tenant Handbook to resident/representative</li> <li>• Provide SDA factsheet</li> </ul>
<p><b>Fees and charges (Annexures 2 and 4)</b></p> <p>Explain how to pay the occupancy fees is calculated and what it is used for; 6 monthly reviews; eligibility for Centrelink Rent Assistance.</p> <p>Explain Boarding Payments and how are calculated according to NDIS Business Rules.</p> <p>Explain Centrelink RDS scheme and seek participation.Explain Centrelink Multiple Consent for Centrepay, ICS and EVOR</p>	<ul style="list-style-type: none"> <li>• Resident/representative to sign <u>Centrelink MDS form</u> (must be lodged with Centrelink) or tenant signs up to Centrepay online and sets up deductions at time of sign-up)</li> <li>• <u>Occupancy fees calculation</u></li> <li>• <u>Boarding payments calculation</u></li> <li>• <u>Itemised Deductions</u> form (including for other occupants, as required)</li> <li>• Resident/representative to complete and sign <u>Centrelink Multiple Consent</u> form</li> </ul>
<p><b>Repairs and Maintenance (Annexure 3)</b></p> <ul style="list-style-type: none"> <li>• Explain Property Condition Report</li> <li>• Explain how repairs should be reported and how they will be acted on</li> </ul>	

<p><b><u>Privacy and Confidentiality (Section 28)</u></b></p> <ul style="list-style-type: none"> <li>• Explain tenant's right to consent to MH disclosing information to nominated third-parties. For supported tenancies, explain that this is required in order to manage the tenancy well</li> <li>• Introduce Household Information Questionnaire and request to be completed and signed (on page 3)</li> </ul>	<ul style="list-style-type: none"> <li>• Resident/representative completes Household Information Questionnaire.</li> <li>• Does the resident/representative want to provide consent to release information to a third party?</li> <li>• Resident/representative completes <u>Disclosure Consent form</u>, to allow disclosure to SIL provider and any other nominated third party (if not previously completed)</li> </ul>
<p><b><u>Other matters</u></b></p> <ul style="list-style-type: none"> <li>• Show standard house rules (26) and smoking policy (27) and any other rules contained in the special conditions)</li> <li>• Explain termination provisions (31-37)</li> <li>• Explain what the resident/representative can do if they have complaints or disputes about the services provided (30)</li> </ul>	
<p>Invite questions from the tenant</p>	
<p>Payment of establishment fees by tenant</p>	<ul style="list-style-type: none"> <li>• Explain to tenant how to make payment, either by direct deposit, cheque or Centrepay</li> </ul>
<p><b><u>Agreement signatures</u></b> ALL PARTIES TO INITIAL AND SIGN AGREEMENT</p>	<ul style="list-style-type: none"> <li>• Resident/representative to initial front 3 pages of occupancy agreement (including both pages of Schedule One) and both parties to sign both agreement copies (requires witness)</li> <li>• Tenant given copy of DFT Checklist for New Renters and sign receipt on agreement</li> </ul>
<p>Scan all documents signed by the tenant and update records with additional client information contained in the Household Information Questionnaire.</p>	<ul style="list-style-type: none"> <li>• Scan all signed document to the tenants file and provide tenant with signed originals</li> </ul>

## 2.05 Agreement renewals

This kit is designed for the renewal of existing social and affordable housing tenancy agreement. Do not use this kit for:

- **OCCUPANCY AGREEMENTS:** For all specialist disability accommodation, agreements, see 2.03 Occupancy Agreement Sign-Up Kit (or Chintaro NDIS01 – Occupancy Agreement Sign-Up Kit)
- **NEW SOCIAL AND AFFORDABLE HOUSING AGREEMENTS** – See 2.01 Tenancy Establishment Kit (of Chintaro RTA01 – Tenancy Establishment Kit) for all new tenancies.

These renewals must be completed by Housing team staff and will usually be completed by the Tenancy Officer.

### Agreement and document preparation

- 1. Update the new lease dates for the tenant in Chintaro
- 2. Assess any applicable utility or non-rent charges according to the current rates for the property.

#### Supported tenancy renewals

The renewal decisions are made in consultation with the designated Support Worker/Service.

#### Renewal criteria

The renewal of leases for tenants of supported, transitional housing is generally subject to the following conditions having been met:

- No major breaches of the agreement, including rent arrears, unauthorised occupants, property damage, nuisance and annoyance or illegal activity at the property
- Continued engagement with the support services, as required under the caseplan

Note: There should be a clear and achievable exit plan contained within the tenant's caseplan.

If the total period of this agreement means that the entire tenancy period has been longer than 12 months, approval for agreement renewal must be given by the General Manager Housing.

#### Sign-up

The designated Support Worker should be in attendance at this sign-up.

- Prepare the standard MH agreement by merging and printing the CHINTARO tenant record to the RESIDENTIAL TENANCIES AGREEMENT (SOCIAL HOUSING) (Chintaro RTA02 – RTA05).

The lease period will not be longer than 3 months

- Complete SCHEDULE ONE of the agreement as required, including:
  6. Check that the previous PCR applies. Enter the date of the original PCR
  10. Will always apply and must be checked
  11. Will always apply and must be checked
  12. Will apply where it is a DV property and men cannot stay overnight

- If the property is likely to be the final agreement offered to the tenant:

- 
- Provide the Notice of Termination and the covering letter in this package (please check all dates and entries then sign both the covering letter and the Termination Notice. Ensure the sign-up date is included in Service of Notice section in the Termination Notice )
  - Provide these documents and explain them to the tenant at the sign-up
- 

### **Affordable housing renewals**

---

- Prepare the standard MH agreement by merging and printing the CHINTARO tenant record to the Residential tenancies agreement (AFFORDABLE housing) (Chintaro RTA06 – RTA07).

The lease period will usually be (and will not be longer than) 12 months.

Check that the market rent for the property has been reset in Chintaro and the tenant has been given 60 days' notice of this.

---

- Complete SCHEDULE ONE of the agreement, as required including:
    - 6. Check that the previous PCR applies and enter the date of the original PCR.
- 

- Provide the tenant with a copy of the current Affordable Housing Factsheet (this factsheet must reflect the **current** income and assets eligibility criteria for affordable housing tenants in NSW)
- 

- Advise the tenant the date of their next annual eligibility review
-

Legislation or other requirements	<ul style="list-style-type: none"> <li>• Community Housing Access Policy</li> <li>• National community housing standards</li> <li>• CHLP Funding Agreement</li> <li>• Community Housing Eligibility Policy</li> <li>• National Regulatory Scheme for Community Housing</li> <li>• Unit-Level reporting (NSW State government)</li> <li>• Residential Tenancies Act 2010 (NSW)</li> <li>• Residential Tenancies Regulation 2010 (NSW)</li> </ul>
Related Documents	<ul style="list-style-type: none"> <li>• Section 5: Tenants Rights and Participation (Complaints and appeals)</li> <li>• Client Intake/Exit form</li> <li>• Nominee details form</li> <li>• Supported housing agreements</li> <li>• Procedures - Section 3: Rent setting and management</li> <li>• Residential tenancies agreement (affordable housing)</li> <li>• Residential tenancies agreement (social housing)</li> <li>• Occupancy agreement</li> <li>• Boarding and lodging agreement</li> <li>• Disclosure consent form</li> <li>• Boarding payments calculator (SDA)</li> <li>• Centrelink Multiple Consent form</li> <li>• Itemised Payments Form (x2)</li> <li>• Household Information Questionnaire</li> <li>• Key receipt (photocopy keys)</li> <li>• Property condition report \</li> <li>• Rental bonds online factsheet (Department of Fair Trading)</li> <li>• New Tenant Checklist (Department of Fair Trading)</li> <li>• Tenant Handbook</li> <li>• Service Level Agreement (Chintaro FORM14)</li> <li>• NRAS tenant declaration (Chintaro FORM13)</li> <li>• NRAS tenant consent form</li> <li>• Affordable housing factsheet</li> <li>• Rental bond lodgment forms (see above)</li> <li>• Easy Read Tenancy Agreement</li> <li>• Asbestos factsheet</li> </ul>

&lt;END&gt;