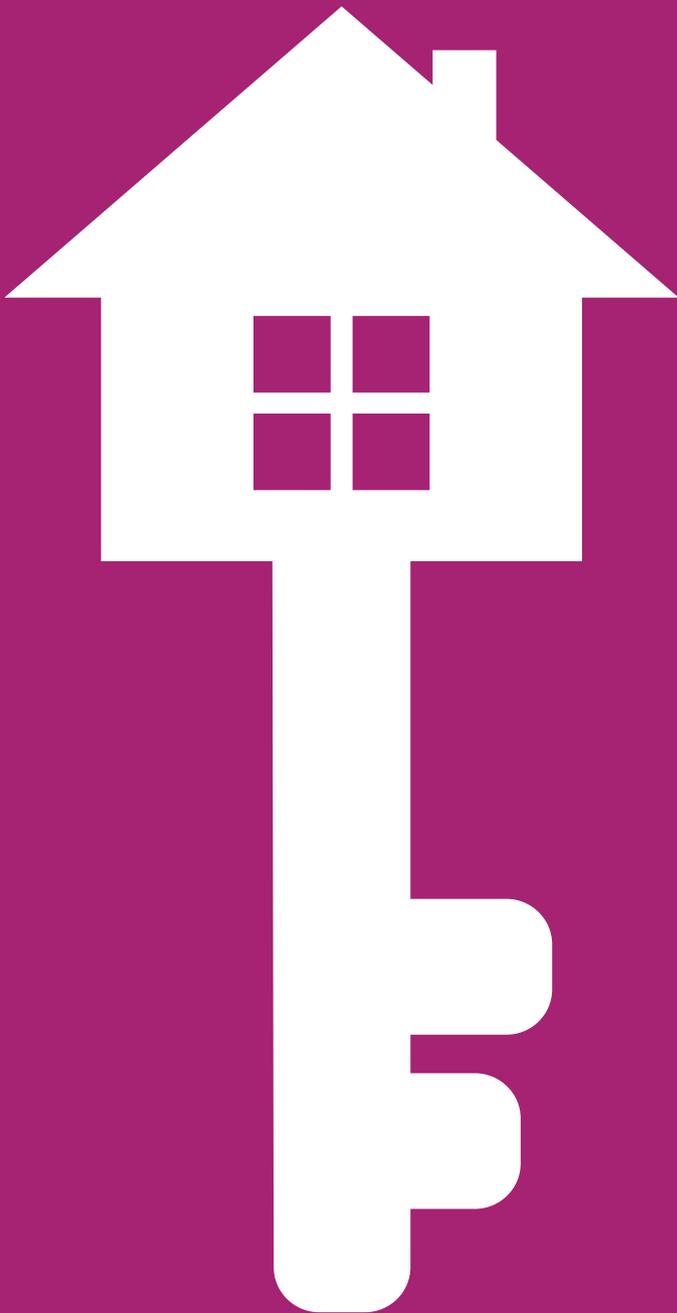


Resident Handbook

Disability Housing



Welcome to

Momentum Housing



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Momentum Housing 1300 506 710

Ballina Office

4/79 Tamar Street, Ballina NSW 2478

Postal: PO Box 578, Ballina NSW 2478

Tweed Heads Office

35 Wharf Street, Tweed Heads NSW 2485

Postal: PO Box 793, Coolangatta QLD 4225

Welcome to your new home

This handbook provides you with basic information about your rights and responsibilities as a resident of Momentum's housing.

When moving into your new property you will be provided with:

- a legally binding agreement (called an *Occupancy Agreement*)
- a Property Condition Report describing the current state of your property
- a form (*Centrelink Multiple Consent form*) that allows you to authorise Momentum to:
 - seek information about your income directly from Centrelink (which is used to assess the rent you will need to pay)
 - directly change your Centrepay deductions (if your rent or boarding payments change)
 - confirm the rent you pay to Momentum with Centrelink
- a copy of this Handbook.

If you need more information about your new tenancy with us, please contact one of our Housing team members at your local Momentum Collective office. We also have a range of factsheets available that cover matters that may be helpful to you during your tenancy with Momentum Collective.

Specialist Disability Accommodation (SDA)

Specialist Disability Accommodation ("SDA") is housing provided and managed according to the National Disability Insurance Scheme (NDIS) laws and rules.

The NDIS rules, which must be followed by Momentum, include:

- What terms and conditions must be in your accommodation agreement;
- How your rent and any other charges are set; and
- How your agreement is ended by your landlord

The NDIS also require that your rights as a resident are protected.

More information about NDIS rules for specialist accommodation can be found [on the NDIS website](#).

Separation of support services and tenancy management services

Our agreement with you 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 (as these will be provided by the Service Provider).

Our tenancy and property management services are:

- Setting and collecting rents and boarding payments;
- Organising property repairs and requests for alterations and modifications;
- Taking care of lawns, gardens and grounds;

- Ensuring that the building remains safe, secure and accessible for you;
- Ensuring that all reasonable services are connected at the property (e.g. water, gas/electricity, telephone)
- Generally responding to any matters that are covered in the occupancy agreement

It is important to us that there is a clear separation of the “tenancy rights” of residents from their rights as a user of support services.

Your Occupancy Agreement (see below) with Momentum Housing helps us make that separation of services clear for our residents.

Your occupancy agreement

Momentum uses an Occupancy Agreement to help establish our relationship with you. It is an agreement that has been specifically designed to meet the needs of Momentum Collective and its residents of specialist disability accommodation.

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 Provider”) and each resident.

The Occupancy Agreement is aimed at meeting three very important outcomes for residents:

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

Fees and charges

Rent

The rent we charge is based on your current income and set according to the “Reasonable Rent Contribution” rules of the NDIS.

Generally, the rent is based on:

- 25% of your standard pension rate; plus
- 100% of your current Commonwealth Rent Assistance

A detailed example of how the rent is calculated is included in your Occupancy Agreement.

The amount of rent you are required to pay is reviewed every six months. You will be asked to supply up-to-date information about your household income so your rental subsidy can be re-assessed.

Boarding payments

Momentum will also charge SDA residents for other costs relating to the accommodation.

This will include costs to cover:

- Water usage
- Electricity
- Garden and yard maintenance
- A fee to cover provision and replacement of common area furniture and equipment. Momentum retains ownership of this equipment.

The NDIS require that these “boarding payments” are affordable for each SDA resident.

The NDIS expect that these charges, even if considered affordable, are also reasonable. That is, Momentum is not allowed to charge you for any costs that we do not actually have to pay for your accommodation.

At the commencement of your agreement with Momentum, you will be provided with an itemised list of any boarding payments required.

Making payments

Rent and charges must always be paid in advance.

Momentum Housing encourages all payments to be made by Centrepay deductions through Centrelink. Your Tenancy Officer will assist you with this at the time of signing your agreement with us.

If you are having difficulties paying your rent, please advise us **immediately** to discuss your situation.

Property condition report

The *Property Condition Report* is for your protection and is part of your agreement and should be completed carefully and returned within 7 days after the signing of the agreement.

You are responsible for taking care of the property and leaving it in a similar condition to when you rented it. You will be held responsible for any damage, if you cannot prove it was like that when you moved in.

Your feedback

Momentum Housing encourages tenants to provide feedback about any area of our service. We try to maintain a very high standard of service to you and we appreciate our residents letting us know if we have not met that standard.

Please contact us on 1300 506710 or visit one of our offices to speak to one of our team members if you have an idea for further improvement.

We also conduct regular tenant satisfaction surveys and our staff will be visiting you in your home regularly to complete property inspections. These are also good opportunities to provide feedback.

We will keep you up-to-date with any changes at Momentum, of other important news through our quarterly newsletter.

Your privacy

Your privacy is important to us. Momentum Housing staff are not allowed to discuss your residency with anyone outside of the office, unless they have your permission.

We are pleased to deal directly with any advocates (including family members and friends) acting on your behalf. However, for advocates who do not have a clear legal authority to represent you, we will require your written consent to provide any information about you or your housing.

Sometimes we can be required by law to provide information about our residents e.g. Centrelink, Police or Courts.

Complaints, reviews and appeals

Momentum Housing

You have every right to request a review of a decision made by Momentum Housing that you believe is unfair or to make a complaint.

Most issues can be resolved quickly by contacting one of our housing team members to discuss your concern directly. However, we realise that this is not always appropriate and so Momentum Collective has a range of ways in place for you to have your concern dealt with more formally.

For a copy of our Complaints and Appeal factsheet, contact our office or visit our website at www.mymomentum.org.au

If you have made a complaint or lodged an appeal with Momentum Housing and the matter was not resolved by us to your satisfaction, the following information may assist you.

Matter	To:
Appeal about a matter that is covered by the Occupancy Agreement (e.g. repairs, termination action, utility charges, tenancy agreement matters, etc.)	NSW Civil and Administrative Tribunal Telephone: 1300 006 228
Complaint about services provided	Registrar of Community Housing Locked Bag 4001, Ashfield BC 1800 Telephone: 1800 330 940
Allegation of fraud, corruption or serious misconduct	Registrar of Community Housing Contact details as above
Complaint about matters concerning your privacy	Office of the Australian Information Commissioner Telephone: 1300 363 992

Problems with other residents

If you are having problems with another resident, we suggest that you talk to them about the problem or ask the Service Provider to talk to your housemate to fix the problem.

If this doesn't work, then contact Momentum Housing.

Problems with your support providers and workers

If you are having problems with your Service Provider:

- Tell the Service Provider what you don't like about what the worker has done. The Service Provider must try to fix the problem first.
- If the problem doesn't get better, then talk to your Support Coordinator or housemates to see if other people also think this is a problem.
- You can also talk to Momentum Housing to help solve the problem. If it is really bad, you may be able to change the Service Provider.
- If all this doesn't work and you need more help to fix the problem, then call the NDIS or Commonwealth Department of Health.

If you need help in making a complaint and don't want to ask your Service Provider worker or Momentum Housing, you can call your Support Coordinator or NDIS directly if you are an NDIS Participant.

Reporting repairs and maintenance

Momentum Collective is your landlord and you are responsible for reporting all repairs at your property. However, in shared-living arrangements, where there are Support Providers workers permanently on-site, required repairs are often reported to Momentum Housing by the Support Provider.

Information about how to report a repair, including after hours, is included in your Occupancy Agreement.

There are different types of repairs which have different response times. These include:

Emergency repairs

Emergency repairs are required for all faults which present a serious and immediate threat to your health, safety or security or to the property. Prompt action is required and Momentum aims to have these works completed within 4 hours.

Urgent repairs

This includes situation where there is major disruption to you and where there may also be a possible risk to you or others. This includes:

- electrical outages
- blocked drain outside which could cause internal damage
- burst water main
- a blocked toilet where there are more than one in the residence

- a major roof leak
- broken glass
- failure of all cooking and hot water systems

Urgently required repairs are attended to within 24 hours.

Routine repairs

Routine repairs refers to all other maintenance repair work and we aim to complete these works within 21 days.

Property inspections

As a landlord, Momentum Collective may conduct up to four routine inspections in a 12-month period. This is an opportunity to report any maintenance issues and update your details.

Momentum Collective will provide written notice when these inspections are to be undertaken.

Alterations and home modifications

SDA residents can require property alterations and modifications to make the property more suitable to live in. These type of requests can be made at any time during your stay with us.

Each request is assessed and considered by a member of our Assets team, who are qualified and experienced in disability-related home modifications.

Generally, Momentum will pay for any “reasonable adjustment” to the property. This includes:

- handrails or grab rails
- lever taps and handheld showers
- minor entry ramps

For NDIS-participants with home modifications covered in their Plan, the NDIS should fund more major works, including such items as:

- Bathroom or kitchen renovations
- Fire sprinklers
- Automatic doors
- Major ramps (such as those requiring a council permit)
- Assistive technology

In order to approve a request to modify a property to better suit a resident, we must also ensure:

- The resident has demonstrated a need for the modification;
- The property is suitable for the required works;
- The required works have the consent of the property owner (if the property is not owned by Momentum); and
- The required works represent value for money.

SDA allowance

Some residents may have a “SDA Allowance” payment in their NDIS package, which is then paid to Momentum Housing.

Regular property services

During your tenancy, the following ongoing services will be provided by Momentum Housing:

- Regular checking and maintenance of all fire safety equipment, including annual checking and testing of fire alarms
- Servicing of air-conditioners
- Maintenance of grounds and gardens

Changing your support provider

Central to the purpose of the NDIS and COS is to create a system that gives people choice and control over the way their supports are delivered.

Residents living in shared accommodation service can choose to end their agreements with a Service Provider after the expiry of the first two years of their agreements with the Service Provider, and appoint a new provider to provide supports from the property. This may take place without any breach by either party of the Service Agreement.

Ending a Service Agreement

After the expiry of the first two years of their Service Agreements with a Service Provider, if you wish to end these Service Agreements, where permissible, you should:

1. Contact the NDIA or Commonwealth Department of Health if they require assistance in managing this termination and selection process.
2. Notify Momentum Housing that you wish to consider ending the Service Agreement. This is because Momentum also has a relationship with the Service Provider. Momentum Housing must treat this notification confidentially.
3. Hold a meeting of all other residents (and/or their representatives) to discuss the proposal and vote. A representative from Momentum Housing should be invited to this meeting and all residents need to agree to be bound by the decision of the group.
4. Each resident will have one vote, and Momentum Housing will also have one vote (unless point 5 below applies). Two thirds of the voters need to agree to terminate the Service Agreements. That is:

Total voters	Two-thirds
6	4
5	4
4	3
3	2
2	2

5. Momentum Housing is not allowed to vote if we have a relationship with the current Service Provider or the replacement Service Provider.

- If the group votes to end the Service Agreements, the Service Provider must be given 90 days' notice by Momentum Housing who will act on behalf of the household.

Choosing a new Service Provider

If a new Service Provider is to be selected, the residents:

- Must inform Momentum Housing that they are choosing a new Service Provider.
- Are able to suggest only one new service provider each. If applicable, the parties agree that an eligible service provider must be prepared to agree to the terms of the agreement that is in place between Momentum Housing and the Service Provider immediately before the residents decided to change the Service Provider. Momentum Housing may also propose a new service provider, but must let the Participants know, when they suggest a new service provider, if they have a relationship with the proposed new service provider.
- Will seek proposals from each of the proposed new service providers explaining how they will deliver the services.
- Will review the proposals.
- Each resident who lives in the house will have one vote, and Momentum Housing will also have one vote (unless point 6 applies). Two thirds of the voters need to agree to appoint a new Service Provider. That is:

Total voters	Two-thirds
6	4
5	4
4	3
3	2
2	2

- Momentum Housing is not allowed to vote if we have a relationship with the current Service Provider or the proposed Service Provider. The voting outcome will be final.
- Momentum Housing will organise the appointment of the new Service Provider.

Temporary service provider

If the current Service Provider is unable to continue to provide a service, Momentum Housing may appoint a temporary service provider to deliver supports at the property if:

- your agreement with the Service Provider has been terminated and you have not yet chosen a new service provider, or you have chosen a provider and they have not yet started delivering supports;
- Momentum Housing has terminated the agreement which gives the Service Provider access to the property; or
- in any other circumstances where a service provider is required to support you and the other occupants of the property at short notice and the Service Provider is unable to do so.

In the three scenarios directly above, Momentum Housing will consult with you before appointing a temporary service provider.

A temporary Service Provider is a temporary arrangement which cannot last longer than 90 days.

Ending Your Agreement

Your Occupancy Agreement with Momentum has no “end-date” and together we have a continuing agreement with you until the time you decide to leave the property.

Momentum does not use “fixed term agreements” for disability housing, as is common in other residential tenancies, and so we will not routinely require you to renew your written agreement with us in the future.

If your home no longer meets your needs and you wish to leave, you can end your agreement by providing Momentum with 60 days’ notice in writing.

Your Occupancy Agreement details the circumstances in which Momentum can end your agreement. This can only be done for very specific reasons and your agreement also outlines a process that must be followed if Momentum ever required you to leave your home.

Any unresolved termination matters must be referred to the NDIS.

Useful contact phone numbers

Momentum Collective <u>after hours emergency maintenance</u>	0458 029 101
Centrelink (Older Australians) Line	132 300
Electricity outages and interruptions	132 080
Energex	136 262
Telstra Phone Connections	132 200
Tenants Advice and Advocacy Service	1800 649 135
Tenant's Hotline	1800 251 101