

**This Information Sheet provides information for you about living in specialist disability accommodation (“SDA”) with Momentum Collective.**

**If you have any questions about your new home, please contact one of our Housing team members to assist you.**

## What is SDA?

“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 reasonable rights as a resident are protected.

More information about NDIS rules for specialist accommodation can be found on the NDIS website.

## Your agreement with Momentum

Momentum uses an Occupancy Agreement to help establish its relationship with SDA residents. 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.

## Your rent

The rent we charge is based on your current income and set according to the rules of the NDIS.

Generally, the rent is based on:

- 25% of your standard pension rate; plus
- 25% of any basic pension supplement you receive; plus
- 100% of your current Commonwealth Rent Assistance

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

## Other fees and charges

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

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.

## 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.

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)
- Responding to any rules or other 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.

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

## Consent to exchange information

Your privacy is important to us and we are committed to meeting the high standards of privacy and confidentiality our residents would expect.

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.

## Maintenance and repairs

Contact a member of the Housing team at your local office if the property requires maintenance or repairs.

We operate a responsive maintenance service and aim to meet the following targets:

Matters that threaten the safety or the resident:	4 hours
Other urgent matters:	24 hours
Routine repairs and maintenance:	21 days

## 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)

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.

## 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 SDA homes, 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.

## Complaints and appeals

Please feel free to contact the Housing team immediately if you are dissatisfied with the services we are providing. This includes any decisions we have made which you believe to be unfair or incorrect.

You can make a complaint by telephone or in writing (including by email). Your advocate can raise issues with us on your behalf.

We aim to resolve all complaints immediately wherever it is possible to do so.

Momentum also has a formal complaints and feedback system, if you wish to raise any matters that cannot be resolved by direct contact with our Housing team.

The system ensures that your complaint is recorded centrally and the matter is then fully investigated.

Our complaints policy (and a feedback form) is available from the **Contact Us** page on the Momentum website. We can also send you a copy of the feedback form if that is more convenient for you.

You can expect a response to any complaint within 28 days.

## Further information

All Momentum policies, procedures and forms are available from our website.