

Housing Operating Policies, Procedures and Guidelines

Section 10:

Special conditions and programs

Policy statement

10.01 National Rental Affordability Scheme (NRAS)

10.02 Affordable housing programs

10.03 Supported housing agreements

10.04 Property management agreements

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Version control

Version	Date	Changes
1	08/2018	Consolidated section policies and procedures into single document.
2	01/2021	<ul style="list-style-type: none"> Added section 10.04 Property Management Agreements Review of section 10.02 Affordable housing programs and various minor amendments, including need for direct communication with tenants who are no longer eligible for further assistance. Updated references
3	06/22	•

Policy statement

Transitional housing

Momentum will provide transitional housing to clients in order to provide medium-term safe and affordable housing opportunities for people on low incomes; support people with urgent and complex support and housing needs on their journey of recovery or their pathway to improving their quality of life.

The aim of Momentum's transitional housing is to provide fixed-term accommodation for people who are working towards securing independent accommodation while supported by Momentum or another service provider.

These leases are intended to offer people a medium-term housing option while they work with support providers to improve wellness, establish independent living skills and move towards stable housing outcomes.

Momentum will not allocate a transitional property to any person on a permanent basis.

In the event a person is identified as eligible for a Momentum transitional housing property, they will be offered:

- a three month lease
- subsequent three month leases will be offered, where agreed by Momentum and the support provide subject to the conditions of their lease being met for a maximum term of 18 months

Continued engagement with a support provider is a requirement for the provision of fixed-term tenancy agreements in line with NSW Social Housing Residential Tenancy Agreements.

Tenants who choose not to engage with their support providers as initially agreed, will not be offered ongoing transitional housing beyond the expiry of their current lease.

Affordable housing

Momentum will develop affordable housing properties and options for people in its existing and new areas of operation and will apply management and eligibility criteria which align with applicable Federal and NSW Government recommendations and guidelines.

Affordable housing products will be developed to assist households on low or moderate incomes to secure affordable rental properties, preferably in the area where they work.

Rents will be applied at a discounted market rent value, as determined by the location of the property.

Affordable housing renters will be fully assessed and supported to maximise their Commonwealth Rent Assistance (CRA) entitlements.

Affordable housing tenancies are treated as social housing tenancies under the *Residential Tenancies Act 2010*.

Allocations

Momentum will allocate affordable housing based on a number of factors including:

- financial viability e.g. possible allocation of higher income households in the short-term to offset contingent risks with a balance across income bands to be rectified in the longer-term
- provision for allocations on a priority basis
- achieving a mix of income bands and household sizes in/and or across housing projects
- matching supply to need
- applicants' connection to the local area

Eligibility reviews

Affordable housing is provided for a fixed term relevant to the tenant's circumstances. In line with the Act, an eligibility assessment of a household cannot be undertaken earlier than six months before the end of the fixed term.

Leases for affordable housing are eligible for renewal for a further term on the condition that tenants continue to meet eligibility criteria.

Where a household's income is above the maximum income limit for moderate income, the ability of the household to move immediately to private rental or home ownership will be assessed in consultation with the tenant. The following factors will be considered:

- cost of appropriate private rental housing
- probability of a household saving sufficient funds to enable a move to home ownership in the short term
- specific location needs for schooling, employment or necessary medical or family support
- In these circumstances, the tenant may be offered up to 12 months to move to alternative accommodation.

Termination of a tenancy

The termination of an affordable housing tenancy will be undertaken in line with the *Residential Tenancies Act 2010* and on the grounds that the tenant is no longer eligible for affordable housing (a review of eligibility can only be undertaken within six months of the lease expiring).

In the event the tenant does not agree with Momentum's assessment of their eligibility, the tenant can request the decision to terminate the tenancy be reviewed on the grounds that the tenant is no longer eligible and the time periods to be observed in giving a termination notice.

Specialist disability accommodation

Properties registered as "specialist disability accommodation" will be managed by Momentum in accordance with all applicable laws, rules and conditions set by the NDIS.

In particular, this includes:

- a compliant accommodation agreement with the NDIS-participant;
- rents set in accordance with the NDIS Reasonable Rent Contribution (RRC) formula;
- other fees and charges payable by residents being set in accordance with the NDIS rules for "Boarding Payments";
- termination provisions that acknowledge the particular needs and requirements of NDIS participants;
- providing annual reports and attestations to the NDIS in relation to its SDA property registration requirements.

Supported housing agreements

Momentum acknowledges that the clear separation of its delivery of housing management functions from the supply of direct care and support services to the client, provides for better client and organisational outcomes in relation to:

Choice:	Separation of these services makes it easier for the occupant to change, switch or remove one of the services without affecting their reliance on the other.
Accountability:	It is more likely that Momentum will deliver good service as clients understand that separation provides an increased option of switching providers if they are dissatisfied with one of the services being offered.
Clarity:	Each relationship for the occupant, i.e. with the service provider and with the housing provider, is more clear.
Specialisation:	Participants receive a specialised service from each of the service streams.
Protection of Consumer and Participants' Rights:	Potential conflicts of interest that could negatively impact upon the wellbeing of or the rights of occupants can be acknowledged, planned for and managed in a way to avoid or minimise such conflicts.

To assist in this separation of housing and support, a written agreement will be in place between both Momentum Housing and the supplier of the support services that clearly separates the roles and responsibilities of each party in relation to establishing and/or resolving:

- client privacy and information sharing controls;
- the management of potential real or perceived conflicts of interest;
- work health and safety issues;
- the general delivery property management services and personal support/care services;
- responsibility for all operating costs in the delivery services;
- the management of vacancies; and
- protocols in relation to the tenant failing to engage with or withdrawing from support.

Delivery of housing and support by Momentum

In supported housing arrangements where Momentum deliver both housing management and support services, it is acknowledged that additional strategies are required to ensure that potential conflicts of interest are avoided or effectively managed.

The strategies will be documented in the operational agreement that will exist between both Momentum Service stream and include:

- Operational staff and stakeholders are aware of the terms of this agreement through information and training provision by Momentum;
- Participants are not prevented from selecting a new Service Provider or changing their service provision arrangements;
- The financial performance of both service streams is clearly separated;
- Information is provided to occupants about the nature of the accommodation and service arrangements that are in place and the relationship between the Service Provider and the Accommodation Provider, prior to each occupancy commencing;
- Written policies and procedures are in place that reflect a best-practice approach by Momentum to both property management and support service provision;
- The terms of Service Agreements or Accommodation Agreements, including any additional terms or house rules that are entered into with occupants do not contravene the terms of this Agreement;

- Enabling and encouraging occupants to seek external advice, advocacy or other assistance in relation to their Accommodation Agreement or Service Agreement;
- Written procedures are in place that enable occupants to make service complaints in a manner where they do not feel that such will place their housing tenure or future service provision at risk;
- Neither party engages in practices that limit or deny information or knowledge to any occupant about their rights as a user of each service;
- All complaints made by occupants are managed in accordance with the Momentum complaints management system, including being logged, investigated and resolved in a timely manner; and
- Governance and compliance systems are developed that enable Momentum to monitor the performance of both parties in meeting the terms and standards set by this agreement.

10.01 NRAS

Note: Section deleted 30/11/2018 as Momentum no longer provide housing under the National Rental Affordability Scheme (NRAS).

10.02 Affordable housing programs

Definitions

Affordable housing ("AH")	Housing managed by Momentum according to the NSW Affordable Housing Guidelines
Guidelines	NSW Affordable Housing Program Guidelines (current version)

Responsibilities

- Market rent setting – Momentum Finance Director
- Initiating and conducting reviews, documentation– Momentum Tenancy Officers
- Approval of new agreements, agreement extensions for ineligible tenants – General Manager Housing

General eligibility criteria

To be eligible for the Momentum Affordable Housing Program, the client must:

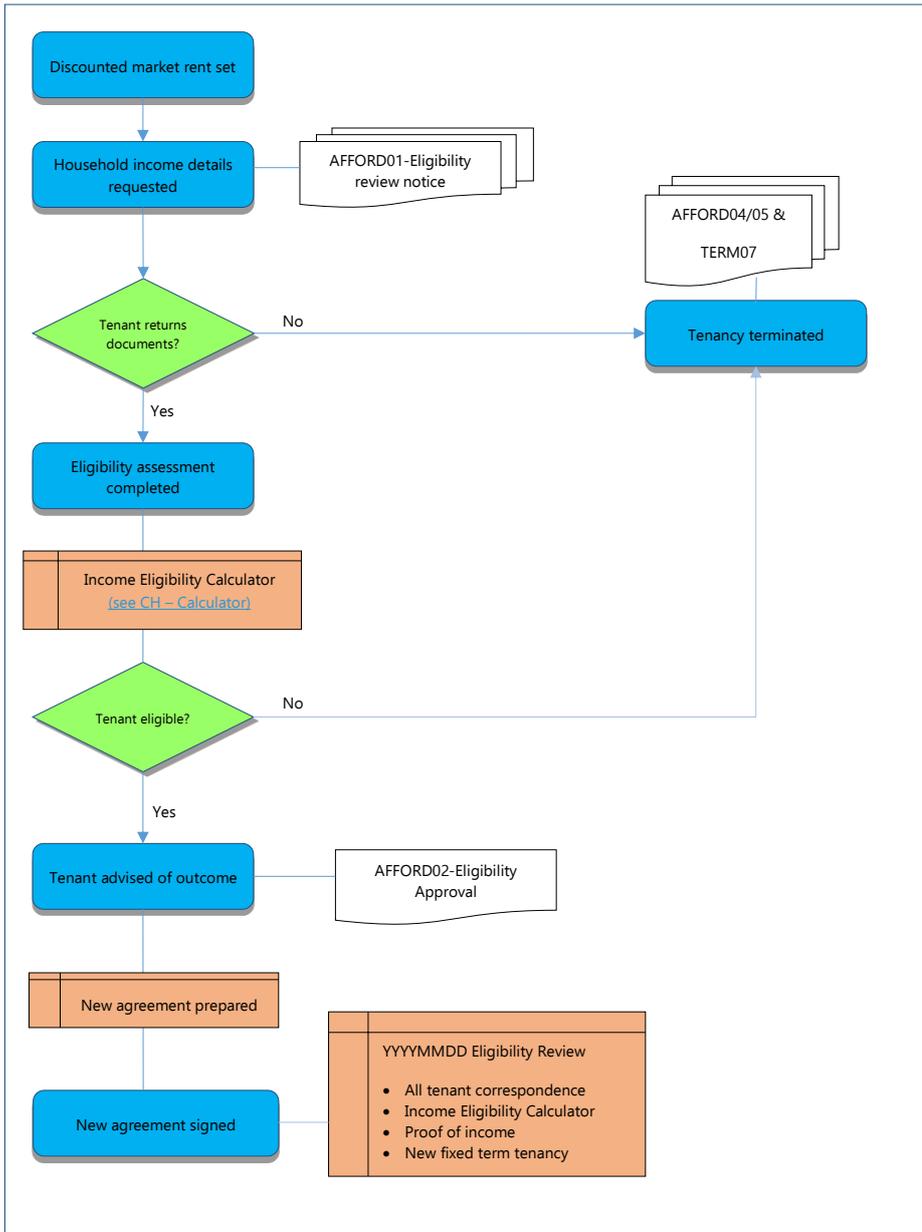
- Be a citizen or have permanent residency in Australia
- Be a resident of NSW
- Establish their identity
- Be able to sustain a successful tenancy
- Where applicable, make repayments of any former debts to a community housing provider in NSW
- Be a least 18 years of age
- Be in housing need and unable to resolve this need in the medium to long term without assistance
- Not have assets or property which could reasonably be expected to solve their housing situation
- Be eligible according to the income eligibility criteria according to the [NSW Affordable Housing Guidelines \("the Guidelines"\)](#)

Affordable housing applications and allocations

Refer to **Section 1: Access to Housing** for procedures in relation to:

- the receipting and assessment of applications for affordable housing; and
- selection of affordable housing tenants.

Procedures for conducting annual eligibility reviews



Background & Rent setting

Overview

Momentum conducts an annual eligibility review for all affordable housing (AH) tenancies. As part of this review, each household will be required to demonstrate that they continue to meet the income eligibility guidelines for the program.

It is expected that these annual eligibility reviews are completed ~~by 30th June each year~~ [according to the Schedule of Affordable Housing Reviews, outlined in this document.](#)

Continued AH eligibility will be based on the total income received by each household in the preceding 12 month period.

It is a requirement of the Guidelines, in relation to annual eligibility reviews, that it must be strictly adhered to by all participants.

These procedures have been adopted to ensure full compliance with the Guidelines. Therefore, Momentum acknowledges the importance of meeting all terms, conditions and deadlines outlined in this document.

Market rent setting

See Momentum Rent Setting procedures.

Prior to commencing each review, the market rent (and discounted market rent) rates will be ~~jointly~~ set by the Finance Director, [upon advice from the](#) ~~and~~ GM Housing.

Request for details/notification to tenants

AH tenants are sent an advice letter (AFFORD01) requesting income details, attaching a copy of the Household Income Survey (HIS).

Proof of income documents must be provided by the tenant, as outlined in the written advice.

Where tenants have signed an authority for Centrelink income to be checked by Momentum, income statements can be downloaded from Centrelink.

The HIS and all required verification documents must be returned by the tenant within 14 days.

Receipting/follow-up of documentation

Procedural issues

When an HIS form is submitted, all signatories to the Residential Tenancy Agreement are required to sign the HIS form before the application is assessed by Momentum. Check that the signatures on the HIS match the existing signature/s on the residential tenancies agreement and/or other signed documents.

Where signatures do not match and there is no record of a representative of the tenant signing the application, contact the tenant and ask them to provide further identification.

Further documentation required

If further documentation is required, immediately contact the tenant to seek provision of the outstanding information. A written request can be made by using the AFFORD03 letter, however a minimum period for compliance must be set. Ensure that the tenant is given no longer than seven (7) days to return the required documentation.

The Guidelines requires that tenants supply the information requested on them.

Documentation not returned

If the required information is not returned:

- Send the AFFORD05 letter
- Attach a TERM07 Termination Notice

When setting the termination notice expiry date, provide a minimum of three (3) months' notice.

Assessment and approval

Once all the documentation has been returned by the tenant, enter income information into the Income Eligibility Calculator (contained within the CH – Calculators tool).

Note: Ensure that the current Guidelines eligibility rates are used, when assessing eligibility.

System entries

- | | |
|-----------------|---|
| Advice and HIS: | <ul style="list-style-type: none">• Save a copy of the advice to the tenant's file• Add a tenancy note to Chintaro:• Using "Eligibility review (advice)" as the Note type• Attach a link to the saved advice• Set an Action Date that corresponds with the date that the tenant is required to provide the information by |
| Assessment: | <ul style="list-style-type: none">• Save a copy of the proof of income, HIS, Income Eligibility Calculator and any other correspondence to the tenant's file – as "YYYYMMDD Eligibility Review"• Add a tenancy note to Chintaro:• Using "Eligibility review (outcome)" as the Note type• Attach a link to the saved Eligibility Review document package• Refer the note to the GM Housing for approval, where the decision will be recorded within the note |
| Outcome: | <ul style="list-style-type: none">• Copies of outcome advices & new agreements are added as additional tenancy notes |

Tenant eligibility

Affordable housing guidelines

The eligibility of the tenant will be assessed against the relevant criteria and the current income eligibility limits as defined by the Guidelines. In relation to ongoing eligibility, important elements of the Guidelines are:

- Gross household income cannot exceed the relevant limits, as set by the AH Guidelines
- The tenant must supply the information requested or the tenant will be declined further assistance;
- Momentum must hold appropriate documentary evidence of ongoing tenant eligibility.
- Tenancy Officers should be satisfied that they have taken reasonable steps to accurately determine the household income;
- An "adult" is defined as anyone over the age of 18 years, or a person under the age of 18 years living independently outside of the family home;

Tenant meets eligibility limits

If the tenant is eligible for a further tenancy with Momentum, advise the tenant in writing (AFFOR02) and seek arrangements for a further fixed-term residential tenancies agreement to be signed by the tenant.

The tenant is required to sign the new agreement, [preferably](#) prior to the expiration of the current agreement.

Tenant is ineligible

If the tenant is ineligible for a further tenancy, because they have failed to meet the ongoing eligibility criteria, the tenant is ineligible for a further agreement with Momentum.

In such matters:

- The tenant is contacted directly in order to inform them of the eligibility outcome and discuss future options; then
- The AFFORD04 letter is sent to the tenant, providing information about the household income assessed by Momentum as compared to the current NRAS eligibility limits; and
- A Termination Notice issued under section 143 of the Act (TERM07).
- If the notice expires, and the tenants has not vacated the property, an application is made for an order to terminate the tenancy, from the NSW Civil and Administrative Tribunal (NCAT). See Momentum Termination procedures, for further information.

Momentum provides a minimum notice period of three (3) months, however there is discretion under the Guidelines for a transitional period of up to 12 months to be given. Where it is considered that circumstances warrant a longer notice period than the minimum Momentum notice period, the matter can be referred to the GM Housing for approval of an extension.

Note: The Ministerial Guidelines in relation to termination of affordable housing agreements under section 143 of the Act requires minimum notice periods to be given and a right of appeal by the tenant.

Schedule of Annual Affordable Housing Reviews

AH Property	Notes	Commencement by	Completion By
Ulmarra	Existing tenants who were in occupation when site purchased by Momentum on 30/07/19 are excluded from the eligibility review	30/9	31/10
Ballina	Single tenant in private headlease property	30/9	31/10
Casino		31/3	30/4

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6. Guidelines compliance Documents

All documentation should be retained on the tenant's file including:

- Letter of notification of income review
- Completed and signed HIS
- All verification of income documents
- Any further documentation, e.g. requests for further documentation, evidence of residents having left accommodation, termination notices, etc.
- A copy of the Income Eligibility Calculator assessment, signed and date by the reviewer
- Letter of notification of income review outcome to tenant

Standard letters

AFFORD01 – Eligibility review advice	<p>In order to assess your eligibility for a new tenancy with Momentum, you are required to provide details of all sources of income for each household member.</p> <p>I have attached a Household Income Survey which should be fully completed and returned to this office within fourteen (14) days:</p> <p>We proof of your current household income. If you have provided an authority for Momentum to directly access your Centrelink information, then we will collect that information when you return the attached Survey.</p>
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	<p>If you have not provided a Centrelink authority, then you are required to provide proof of income received by your household for the past 13 weeks. This information will need to be returned to Momentum with your completed and signed survey.</p> <p>If you are eligible for a further tenancy with Momentum, your new weekly market rent will be <NewRent>from <NewAgreementstart>.</p> <p>Failure to provide the proof of income documents required within 14 days could lead to the termination of your agreement with Momentum.</p> <p>If you have any questions about the documents, please do not hesitate to contact me at the local Momentum Office.</p>
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AFFORD02 - Eligibility approval	<p>Thank you for recently supplying us with information about your household income. I am pleased to advise that, under the NSW Affordable Housing Guidelines, you are eligible for a further fixed term agreement with Momentum. I have prepared a new 12-month agreement for you, which will expire on <> .</p> <p>As previously advised, the weekly rent under your new agreement will be <NewRentHere></p> <p>Please contact me at the office to organise a convenient time for this agreement to be signed.</p>
AFFORD03 - Further information required	<p>Momentum is currently reviewing your continuing eligibility for the Affordable Housing Program.</p> <p>In order to complete our assessment, we require the following further documentation from you:</p> <p><Information>.</p> <p><Information>.</p> <p><Information></p> <p>Please provide this information to your local office by <Date>.</p> <p>Failure to supply this information may affect our assessment of your continuing eligibility for housing with Momentum.</p> <p>Please contact me if you require any further assistance.</p>
AFFORD04 - Ineligible for new agreement	<p>Thank you for supplying information about the current income of your household. The outcome of your assessment is as follows:</p> <p>Category - NRAS Eligibility Limit - Your assessed income</p> <p>Our assessment shows that your household income exceeds the income eligible limit for the NSW Affordable Housing Program. Unfortunately, this means that you are no longer eligible to remain in this accommodation.</p> <p>We appreciate the fact that you have been an excellent tenant and it is regrettable that your tenancy with us must come to an end. However, the ongoing eligibility requirement helps us provide housing for those people who are unable to afford to live in the private rental market or to enter home ownership. It would be our pleasure to provide a private rental reference for you.</p> <p>Your final agreement with Momentum will end on <ExpiryDate>. I have attached a Termination Notice, that I am required to do under the Residential Tenancies Act 2010.</p> <p>If you disagree with our decision you have the right to lodge an appeal. It is very important that you contact me at the office to discuss this letter.</p>
AFFORD05 - information not returned	<p>I refer to our recent contact with you concerning an assessment of your eligibility for continued assistance under the Affordable Housing Program</p> <p>The Guidelines require that tenants provide the information requested of them to establish their eligibility from the program. As we have not received a response to our request for information, I am writing to advise you that Momentum has no alternative but to terminate your tenancy under section 143 of the Residential Tenancies Act 2010 (NSW).</p> <p>A termination notice is attached to this letter.</p>

	If you disagree with our decision you have the right to lodge an appeal. It is very important that you contact me at the office to discuss this letter.
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10.03 Supported housing agreements

Momentum Collective (“Momentum”) acknowledges that the clear separation of its delivery of housing management functions from the supply of direct care and support services to the client, provides for better client and organisational outcomes in relation to:

Choice	Separation of these services makes it easier for the occupant to change, switch or remove one of the services without affecting their reliance on the other.
Accountability	It is more likely that Momentum will deliver a good service as clients understand that separation provides an increased option of switching providers if they are dissatisfied with one of the services being offered.
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Protection of Consumer and Participants’ Rights	Potential conflicts of interest that could negatively impact upon the wellbeing of or on rights of occupants can be acknowledged, planned for and managed in a way to avoid or minimise of avoid such conflicts.

To assist in this separation of housing and support, a written agreement will be in place between both Momentum Housing and the supplier of the support services that clearly separates the roles and responsibilities of each party in relation to establishing and/or resolving:

- Client privacy and information sharing controls;
- The management of potential real or perceived conflicts of interest;
- Work health and safety issues;
- The general delivery of tenancy and property management services;
- The delivery of personal support and care services;
- Responsibility for all operating costs in the delivery of housing and support services;
- The management of vacancies; and
- Protocols in relation to the tenant failing to engage with or withdrawing from support.

10.04 Property Management Agreements

Evolve Housing (NRAS, Tweed Heads)

Overview

Momentum Collective and Evolve Housing have entered into a Property Management Agency Agreement in which Momentum Collective has agreed to perform a number of Evolve Housing obligations for eight NRAS properties in Dry Dock Road Tweed Heads. All fees and service costs are predetermined and outlined in the Property Management Agency agreement signed by both parties

Purpose

To provide a professional and competitive service in line with Momentum Collectives standards and values, along with meeting the requirements of the Property Management Agency agreement and the Residential Tenancies Act

Definitions

Property Management Agency Agreement	Agreement between Affordable Community Housing Ltd (Evolve Housing) and On Track Community Program limited(Momentum Collective)
Periodic Inspection	Property Management inspection undertaken once per calendar year
NCAT	New South Wales Civil and Administrative Tribunal. NCAT provides a specialist tribunal service over a range of legal matters which commonly include tenancy disputes.

Responsibilities

Task	Responsibility
Advertising of vacant property Selection of Applicant	Evolve Housing
Outgoing & Ingoing condition reports Conduct open inspections Lease signing with new tenant	Momentum Collective
Rental arrears	Evolve Housing
Evidence gathering and NCAT applications	Evolve Housing
Tribunal Attendance	Momentum Collective
Maintenance repair calls Arranging contractors for repairs	Momentum Collective
Approval for Maintenance repairs	Evolve Housing
Periodic Inspection	Momentum Collective

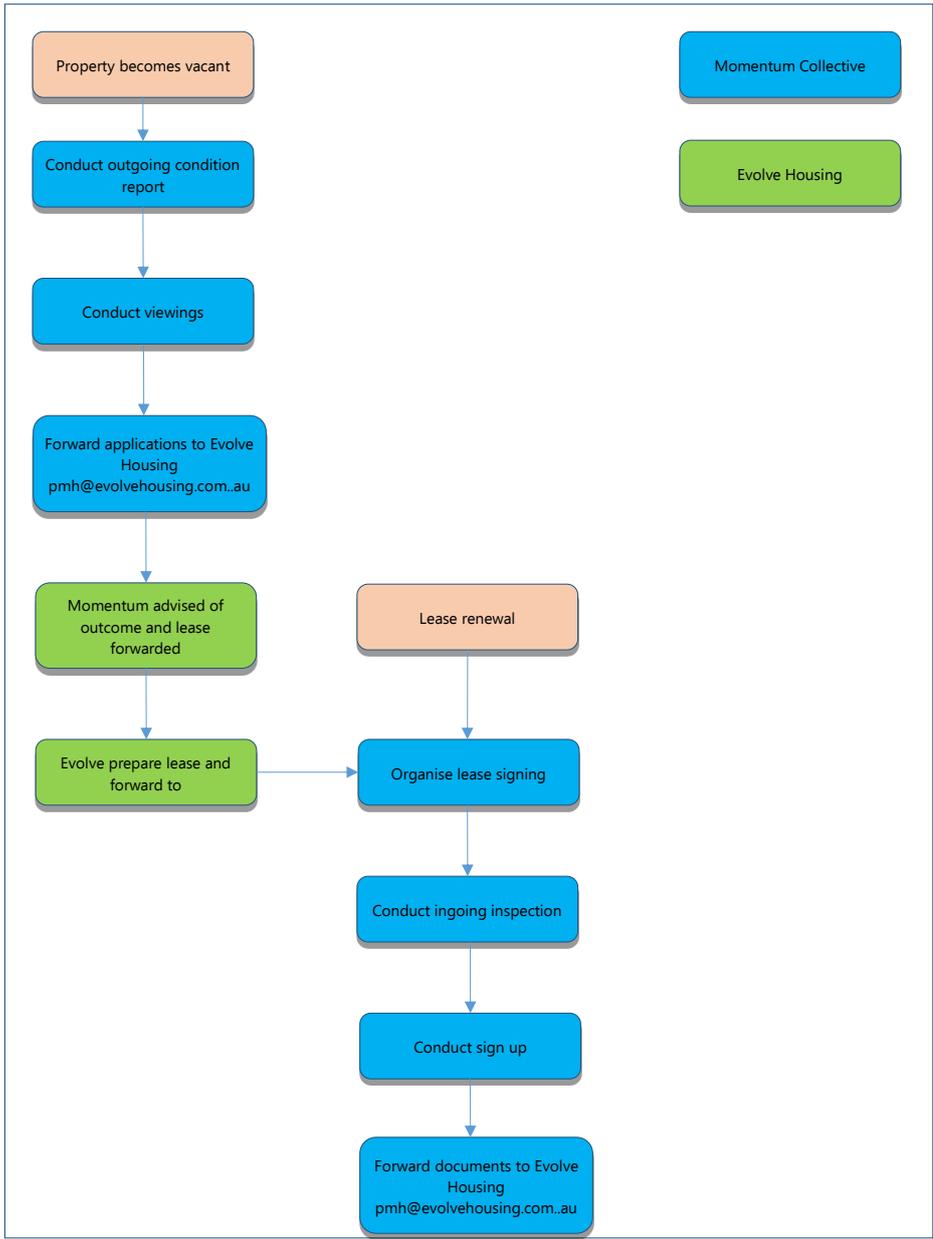
Related Documents

- Property Management Agency Agreement between Affordable Housing LTD Trading as Evolve Housing & On Track Community Programs Limited (Momentum Collective)
- New tenancies/lease renewals procedure
- Periodic Flowchart
- Repairs flowchart
- Arears flowchart

Procedures

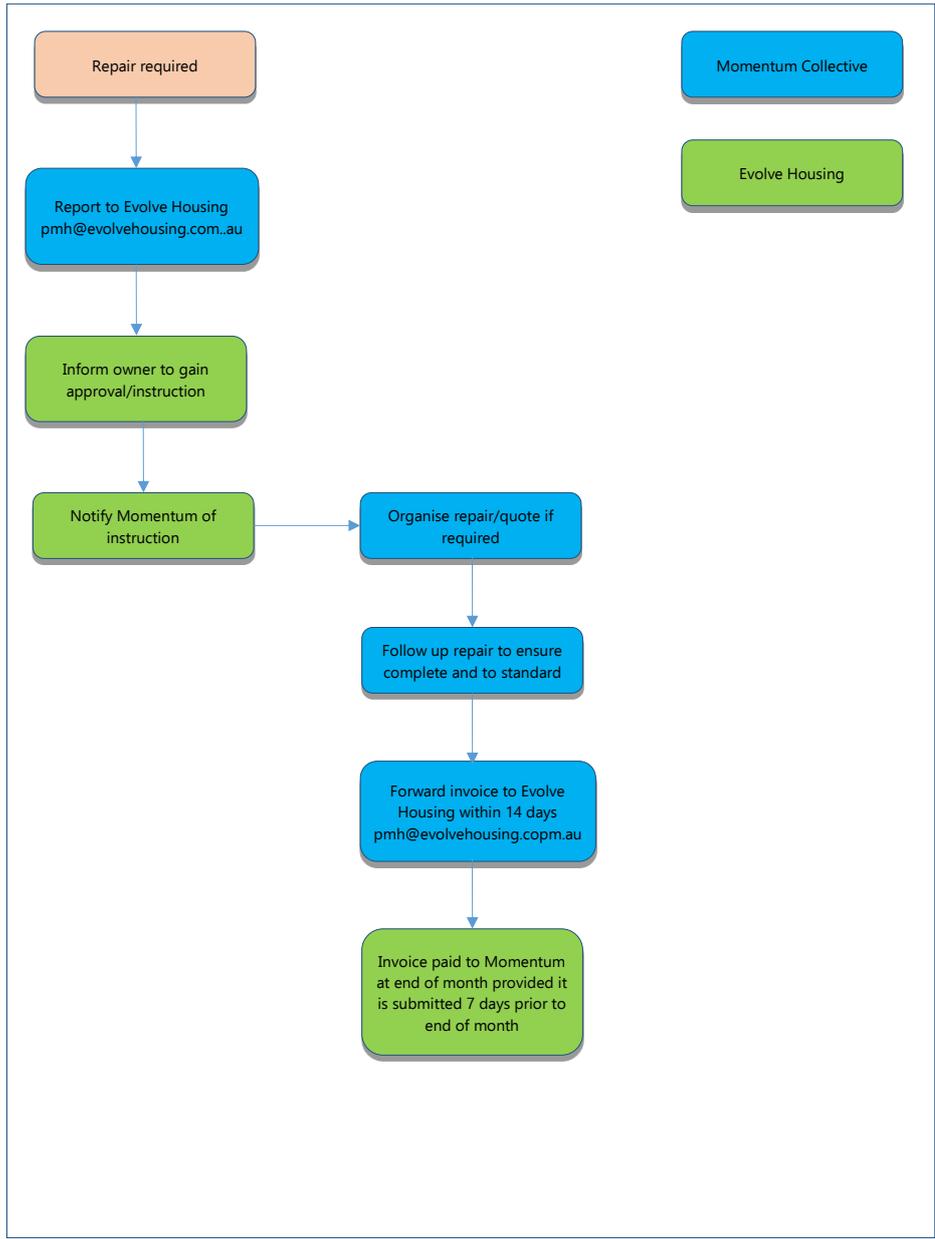
New tenancies/Lease renewals

Once the property becomes vacant both Evolve Housing and Momentum collective have shared responsibilities to ensure the property is leased in a reasonable timeframe and meets all legislative requirements.



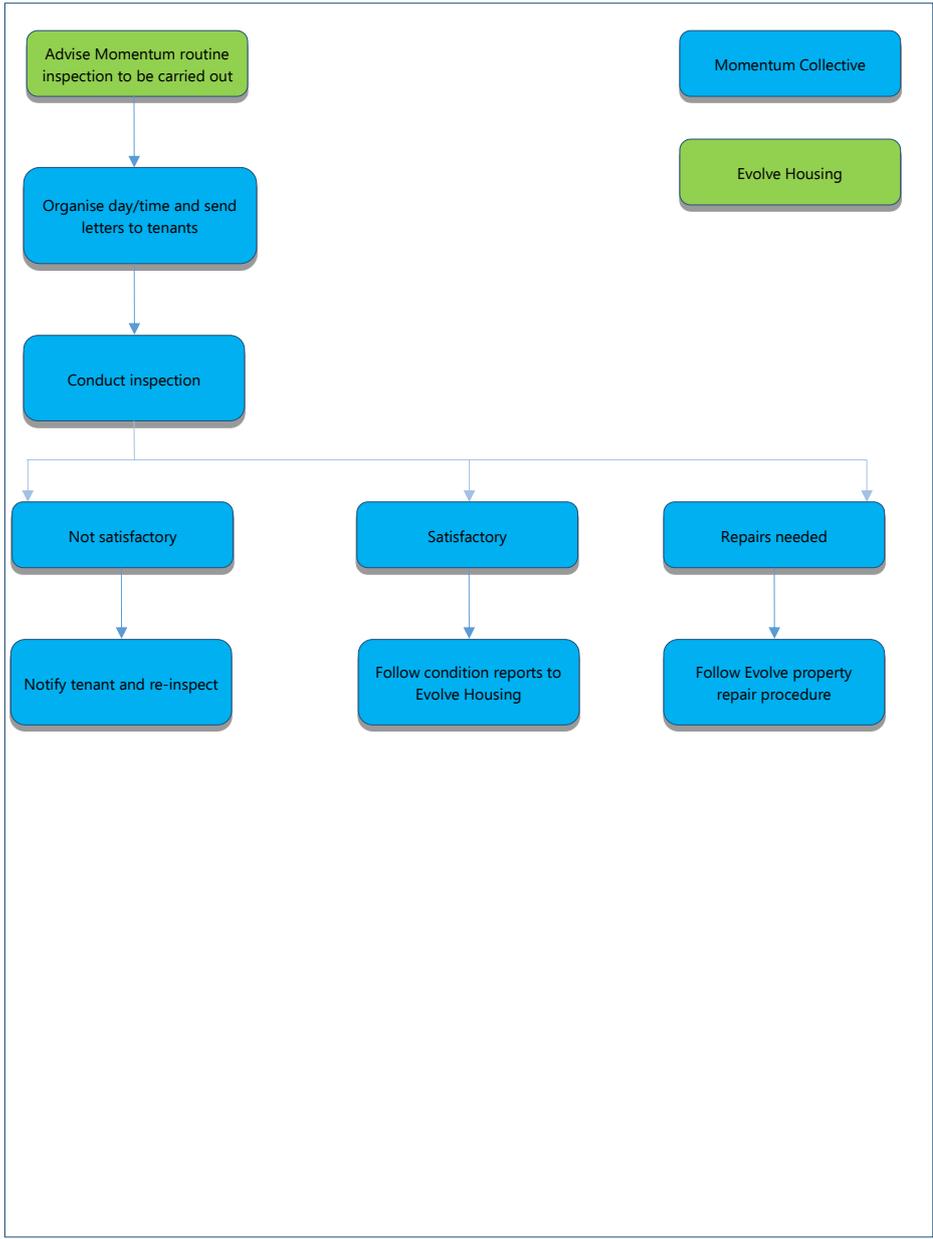
Property repairs

Tenants report all repair requests to Momentum Collective, who will then obtain approval from Evolve Housing to proceed with the repair. Once approval has been obtained Momentum Collective will engage a contractor to undertake the repair.



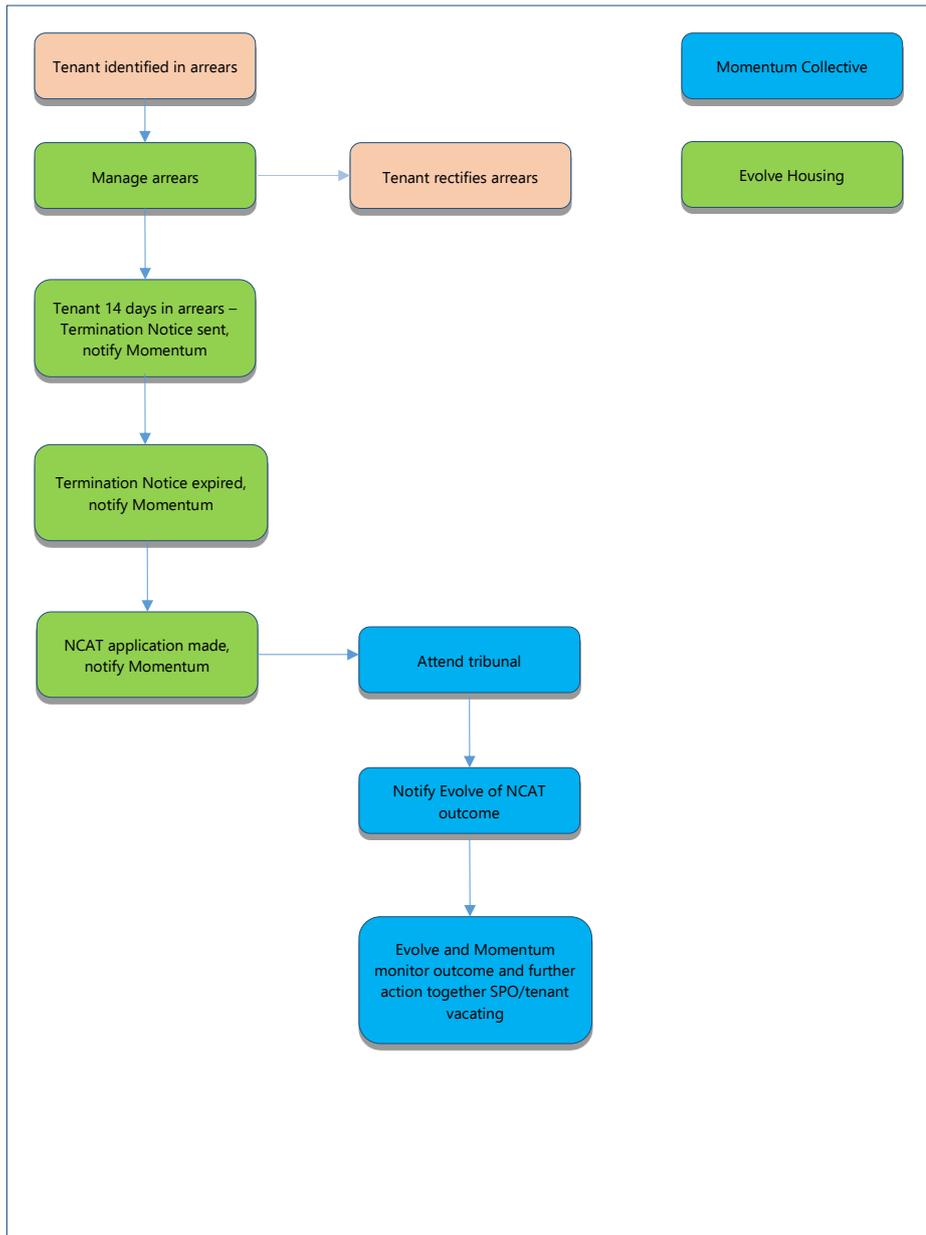
Periodic Inspections

As per agreement with Evolve Housing, Momentum Collective will undertake a Periodic Inspection annually. Momentum Collective will notify the tenant of the upcoming inspection giving 7 days notices as per the Residential Tenancies Act notification requirements. Once the Periodic Inspection has been completed Momentum Collective will advise Evolve housing of the outcome.



Arrears

It is the responsibility of Evolve Housing to identify and manage arrears for all tenants. If the arrears cannot be resolved and Evolve Housing chooses to take further action Evolve Housing will apply to NCAT and then provide all the necessary information/ documentation to Momentum Collective who will then attend Tribunal on behalf of Evolve Housing. Momentum Collective will advise Evolve Housing of the tribunal outcome and both parties will continue to monitor the outcome and any further action required.



Legislation or other requirements	<ul style="list-style-type: none">• National Regulatory Scheme for Community Housing• NSW Affordable Housing Guidelines (Housing NSW, Family and Community Services)• National community housing standards• Residential Tenancies Act• FACS NSW Contractual and Compliance Framework• National Disability Insurance Scheme
Related Documents	<ul style="list-style-type: none">• Section 1 Access to Housing procedures• Section 3 Rent Setting and Management procedures• Residential tenancies agreement (affordable housing)• Momentum Affordable housing tenancy application form• Affordable Housing Income Eligibility Calculator• Supported housing agreement (template)

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