

Transitional Housing Plus Policy

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1 Purpose and Applicability

This policy describes how the Women's Housing Company (WHC) manages the Transitional Housing Plus – Domestic Violence (DV) Housing portfolio to ensure legal and contractual requirements are met and the program remains financially sustainable.

Some aspects of Transitional Housing Plus – DV Housing management are identical to other housing types offered by WHC. Where this is the case, referrals are made in this document to other WHC policies. The Transitional Housing Plus – DV Housing Policy sets out the details of tenancy and property management where policy differs from other housing types managed by WHC.

The policy applies to all Transitional Housing Plus – DV Housing properties managed by WHC. The policy applies to all WHC staff and contractors, Support Provider partners, Local Nomination Panel members and Transitional Housing Plus – DV Housing applicants and tenants.

The ***Charter of Rights and Responsibilities*** guides the interactions between WHC, applicants and tenants.

2 References

2.1 External or Statutory Requirements

This policy complies with the following external legislation or requirements:

- Housing Act 2001
- Community Housing Providers (Adoption of National Law) Act 2012
- NSW Residential Tenancies Act and Regulation 2010
- NSW Civil and Administrative Tribunal Act and Regulation 2013 and Rules 2014
- Transitional Housing Plus Policy Guidance Note, May 2014
- NSW Community Housing Water Charging Guidelines
- NSW Community Housing Asset Management Policy

2.2 Internal Requirements and Forms

This policy refers to the following internal documents, which are available on the WHC website:

- *Transitional Housing Plus – DV Housing Nomination form*
- *Centrelink Multiple Consent and Authority*

2.3 Definitions

Transitional Housing Plus – DV Housing is time-limited subsidised rental housing offered to women with dependent children who are experiencing domestic and family violence, and as a result, experiencing homelessness or are at risk of homelessness, and who are able to exit to private market housing at the end of their tenancy. This category of housing is provided in conjunction with support provided by a homelessness support service or relevant community service organisation.

Transitional Housing Plus – DV Housing is designed to assist eligible clients to access safe, secure and affordable housing for a limited time, from six months and up to five years, depending upon individual requirements, while working towards successful long term housing options. This may include (but is not limited to) engaging in training and employment opportunities, identifying and taking action towards securing suitable long term housing as well as addressing any issues that pose a barrier or developing the skills required for successful independent long term housing.

A **Joint Management Agreement (JMA)** governs the partnership between WHC and each support service organisation and the Local Nomination Panel members, setting out the roles and responsibilities of each party to the agreement, ensuring the applicants and tenants are at the centre of all decisions and actions.

WHC has partnerships with a range of organisations that are funded by the NSW Government to provide responses to homelessness. These responses include facilitating access to transitional housing and providing support to their clients throughout the transitional tenancy period to ensure successful outcomes, including alternative long term sustainable housing in the private market.

Local Nomination Panel comprises members from relevant homelessness support services, government agencies and other community service organisations. The panel assesses applicants for Transitional Housing Plus – DV Housing and makes allocation recommendations to the WHC when vacancies arise.

The following terms are used in this document, with specific meaning:

- “may” is an acceptable action or requirement but not mandatory
- “must” or “shall” or “will” designates a mandatory requirement or action
- “residential tenancy agreement” or “rental lease” or “lease” is the written agreement between WHC and the tenant with all terms and conditions of the tenancy

3 Eligibility Requirements

WHC manages properties that are specifically available as Transitional Housing Plus – DV Housing for clients of our support service partners.

Support service providers conduct an initial assessment to determine if a person meets the eligibility criteria for Transitional Housing Plus – DV Housing. The support service provider then nominates a person to be considered by a Local Nomination Panel, comprising members from relevant homelessness support services, government agencies and other community service organisations. Nominations are made using the ***Transitional Housing Plus – DV Housing Nomination*** form.

To be nominated for Transitional Housing Plus – DV Housing, applicants must satisfy the following:

3.1 Eligibility Criteria

- Be a woman with dependent children experiencing domestic or family violence;
- Be experiencing homelessness or be at risk of homelessness;
- Be unable to resolve their own housing need in the short to medium term;
- Have capacity to transition to private market housing within five years, through active involvement in a personal case plan; and
- Be able to be housed safely with the Transitional Housing Plus – DV Housing property.

Nominated applicants must provide informed consent for WHC, the support service provider and the Local Nomination Panel members to exchange their personal information relevant to the provision of Transitional Housing Plus – DV Housing.

If a nominated applicant has a prior tenancy with WHC, Housing NSW or another community housing provider, and has accrued a debt or has an unsatisfactory tenancy history, the nominated applicant may be approved for Transitional Housing Plus – DV Housing, upon WHC management discretion, in order to address these issues. Addressing debts is an essential requirement for long term social housing through Housing Pathways.

4 Vacancy Management and Allocations

Transitional Housing Plus – DV Housing vacancies are communicated to our support service partners and the Local Nomination Panel members as soon as practicable, with the aim to minimise vacancy periods and ensure our properties are appropriately utilised for people in housing need.

A meeting of the Local Nomination Panel is convened as soon as practicable. Eligible applicants are nominated by the support service provider(s), whereby a transparent assessment process is conducted. The panel makes a recommendation to the WHC for a suitable applicant to be offered the vacancy.

Upon receipt of the panel's recommendation, and evidence of the applicant's support package and agreement, the vacant property is allocated to the nominated applicant and an offer to view the property is made within two (2) business days of the recommendation. A lease is signed within three (3) business days of the recommendation.

It is expected that staff of the support service providers are familiar with the location, configuration and condition of the properties that are offered for Transitional Housing Plus – DV Housing under a specific service package, as well as the individual circumstances and support needs of the nominated applicant. It is therefore expected that a nomination of a new client to occupy a vacant property will take into account an appropriate assessment to ensure a good match of person to property to give every opportunity for a successful tenancy sustainment.

5 Tenure, Lease and Support Agreements

5.1 Support Agreement

The tenant must enter into an agreement with their support service provider at the beginning of their tenure that sets out their responsibilities in relation to engaging in education, training and employment pathways, and entering into a case plan to support and monitor their progress.

The tenant must acknowledge in the support agreement that they have been informed of the requirements associated with signing a Residential Tenancy Agreement, the length of the rental lease, the process for renewing the rental lease and the rent they must pay.

5.2 Residential Tenancy Agreement

The standard Residential Tenancy Agreement governs the arrangement between the tenant and WHC. As WHC is a registered community housing provider, the provisions of the *NSW Residential Tenancies Act 2010* that cover social housing tenancies apply to Transitional Housing Plus – DV Housing leases.

Fixed term rental leases of six (6) months are offered, to enable regular reviews of tenant engagement with their support service provider and progress towards their planned exit into private market housing.

A fully executed copy of the Residential Tenancy Agreement is provided to the tenant at the time of signing and a copy is retained by the WHC.

5.3 Ongoing Eligibility

Ongoing eligibility is determined by the WHC in consultation with the support service provider, and is dependent upon the tenant's continuing need for housing and support and the tenant meeting the agreed commitments in their case plan.

Tenants who have met their tenancy obligations and who maintain eligibility, may have their lease renewed for a further six (6) month fixed term, as long as the period of continuous tenure does not exceed five (5) years – the maximum allowable for Transitional Housing Plus – DV Housing.

5.4 Transfers

Transitional Housing Plus – DV Housing tenants are not able to apply for a transfer to another WHC property.

In some circumstances, the WHC and the support service provider may agree to move a tenant to an alternative property if such a move will assist the tenant to maintain a successful tenancy during their transitional period. In this situation, a new fixed term lease will be signed, based on the lease at the previous property.

5.5 Termination

Tenants may end their lease during or at the end of a fixed term by giving appropriate written notice in accordance with the *Residential Tenancies Act 2010*.

WHC may terminate a lease, in consultation with the support service provider, if there is a breach of the lease terms, at the end of a fixed term period, if the tenant is no longer eligible for Transitional Housing Plus – DV Housing, or for any other reason allowable under the *Residential Tenancies Act 2010*. Refer to the **Ending A Tenancy Policy**.

WHC may seek to terminate a tenancy in the NSW Civil and Administrative Tribunal (NCAT), where the rent account has fallen into arrears by more than 14 days, where agreed arrears repayment plans are not adhered to, or where the tenant has seriously or repeatedly breached other terms of the Residential Tenancy Agreement.

In cases where the tenant is no longer eligible for Transitional Housing Plus – DV Housing, they will be asked to relocate with appropriate notice. The support service provider may assist tenants to identify alternative housing if required.

The WHC may facilitate exit options from transitional tenancies through the usual application processes (i.e. Housing Pathways or direct application for Affordable Housing).

Where tenants have additional household members and the main tenant is vacating the property, other household members have no right of succession for the tenancy and must also vacate the property.

6 Rent and Other Charges

6.1 Rental Bond

Transitional Housing Plus – DV Housing tenants must pay a rental bond equivalent to four (4) weeks of Year 1 subsidised rent. For more detail on the management of Rental Bond, refer to the **Non-Rent Charges Policy**.

6.2 Market Rent

The maximum rent that can be charged for Transitional Housing Plus – DV Housing is the Market Rent of the property. For more information on Market Rent, refer to the **Rent Policy**.

6.3 Subsidised Rent

Subsidised Rent is scaled to increase over the tenure period, on an annual basis.

The scaled rent levels will be set out at the beginning of the first tenancy period as five consecutive annual rent levels that must be paid if the fixed term tenancy continues to be renewed.

Subsidised rent is initially set by property type and number of bedrooms. The rent is then scaled up over a five-year period so that it reaches a benchmark market rent for the property at the start of Year 5.

Notification of each annual rent increase is issued to tenants with 60 days written notice, in accordance with the Residential Tenancies Act 2010.

6.3.1 Year 1 Rent

The following table shows Year 1 property rents per week for 2018 to 2020 for all bedroom categories. Year 1 rents are indexed on an annual basis by 2%.

Property	2018	2019	2020
1 bedroom dwelling	\$162.40	\$165.65	\$168.96
2 bedroom dwelling	\$216.50	\$220.83	\$225.25
3 bedroom dwelling	\$249.00	\$253.98	\$259.06

6.3.2 Years 2-4 Rent Scaling

The level of rent increase per annum is then determined based on the following calculation:

Rent increase increment	Calculation
Year 2	(Year 5 rent – Year 1 rent) X 20%
Year 3	(Year 5 rent – Year 1 rent) X 20%
Year 4	(Year 5 rent – Year 1 rent) X 30%

On an annual basis, or in response to any significant changes in the market, the subsidised rent will be checked against the current market rent for the property. The subsidised rent will not exceed the current market rent for the property.

6.3.3 Year 5 Rent (Benchmark Market Rent)

The level of rent paid in Year 5 is set at the market rent for the dwelling at the time the first tenancy commences in Year 1. This is known as the Benchmark Market Rent and is set using the median rent for a similar property in the same Local Government Area (LGA) in the Rent and Sales Report, which is published quarterly by the NSW Department of Family and Community Services (FACS).

6.3.4 Rent Discount in Special Circumstances

At the discretion of WHC management, the rent may be discounted for a short period of time to take into account the changed or specific circumstances of a tenant.

6.4 Water Usage Charge

In the majority of properties managed by WHC, tenants are required to pay for water usage. Refer to the ***Non-Rent Charges Policy***.

6.5 Tenant Damage and Vacating Charge

Throughout the tenancy and when a tenant vacates the premises, WHC conducts property inspections. Refer to the ***During A Tenancy Policy***.

Tenants are required to report property damage, regardless of the cause, to WHC as soon as practicable. WHC will engage suitably qualified contractors to respond, assess and rectify property damage. Refer to the ***Repairs and Maintenance Policy***.

Where property damage beyond fair wear and tear is deemed to be caused through the actions of the tenant, household members or visitors, the cost of repairs and maintenance to bring the property back to a suitable standard will be charged to the tenant. Refer to the ***Non-Rent Charges Policy***.

6.6 Payment Options and Account Statements

A tenant's rent account must be maintained at two (2) weeks in advance. Non-rent charges must be paid as and when they fall due.

For payment options and details regarding accounts statements, refer to the ***Rent Policy*** and ***Non-Rent Charges Policy***.

Where payments are not made in full and on time, arrears will accrue. Refer to the ***Arrears Management Policy***.

7 Change in Circumstances

Transitional Housing Plus – DV Housing tenants are responsible for notifying WHC of any changes in circumstances that could affect their eligibility for Transitional Housing Plus – DV Housing. Notification and evidence must be provided to WHC within 21 days of the change in circumstances.

Changes can include (but are not limited to) changes of people in the household, extended absence from the property or becoming ineligible for Transitional Housing Plus – DV Housing.

Failure to advise WHC of a change in circumstances affecting eligibility for Transitional Housing Plus – DV Housing is considered a breach of the Residential Tenancy Agreement. WHC reserves the right to take formal action, which may include application to the NSW Civil and Administrative Tribunal (NCAT) to terminate the tenancy.

7.1 Change of Household Members

Refer to the ***During A Tenancy Policy***.

7.2 Extended Absence from the Property

In accordance with the ***During A Tenancy Policy***, tenants must notify WHC if they will be away from their property for more than four (4) weeks, regardless of the reason. Absences may be approved for periods of up to a maximum of twelve (12) weeks for Transitional Housing Plus – DV Housing tenants.

Tenants must continue to pay rent and applicable non-rent charges while away from home, unless approved for nominal rent. Refer to the ***Rent Policy***.

If a tenant fails to notify WHC of an absence from the property of more than four (4) weeks, their rental subsidy may be cancelled and market rent will be charged. WHC may also take formal action, including applying to the NSW Civil and Administrative Tribunal (NCAT) to terminate the tenancy.

7.3 Becoming Ineligible

Where it is assessed by the WHC and / or the support service provider that a tenant is not meeting the commitments agreed to in their case plan, no longer has capacity to transition to private market housing by the end of the maximum tenure period, or has had a change of household members such that they no longer meet eligibility criteria, the case plan must be reviewed to identify alternative housing and support options. This will facilitate a planned exit for the tenant at the end of the current lease period.

8 Complaints and Appeals

Any person who has a complaint about how the Transitional Housing Plus – DV Housing Policy has been administered, or tenants who wish to appeal a decision, should refer to the ***Complaints and Appeals Policy***.