

# Living in a Leasehold Property

## What is a Leasehold Property?

The Women's Housing Company (WHC) leases properties from the private rental market, in addition to the properties we own and those we manage on behalf of the NSW Government.

We sign a standard Residential Tenancy Agreement with the real estate agent, and commit to meeting all obligations as the tenant.

We then sub-lease these leasehold properties to our tenants at a subsidised rent, under a standard Residential Tenancy Agreement, with the same terms and conditions as if tenants were housed in a property owned by us or the NSW Government.

Leasehold properties are used for General Social Housing, Transitional Housing, and other supported accommodation programs.

## What are my tenancy obligations?

As a Women's Housing Company tenant, you must meet all of the terms and conditions of the Residential Tenancy Agreement, including:

- Pay your rent on time,
- Keep your home clean, undamaged and leave it in the same condition it was in when you moved in, excluding fair wear and tear,
- Respect neighbours' right to peace and quiet,
- Not allow additional people to move in, and
- Not use the property for illegal purposes.

In most cases, having visitors at your home is fine, so long as they don't disturb your neighbours. If you think your visitors may need to stay overnight or for a few days, it is best to check with your Tenancy Manager, as some restrictions may apply.



## Who is responsible for repairs?

The real estate agent is responsible for completing all property repairs and regular maintenance.

However, we will contact the real estate agent to report repairs on your behalf. Our staff will liaise with the real estate agent and follow up to ensure repairs are completed.

## Can I contact the real estate agent?

As our tenant, all contact about your property and tenancy must be with our office, and not the real estate agent or property owner.

Only Women's Housing Company staff are allowed to contact the real estate agent.

## What if the real estate agent increases the rent?

We pay the market rent for the property and this may be reviewed from time to time by the owner or real estate agent.

Market rent is only charged to our tenants if you are not eligible for a rental subsidy.

We will notify you if a market rent increase affects your subsidised rent.



## What if the real estate agent wants to inspect the property?

Under the Residential Tenancy Agreement, the real estate agent is allowed to inspect the property up to four times each year and should give us appropriate notice of their inspection.

When we are notified, we contact you to discuss the inspection date and time to ensure you will be home. We will then confirm the appointment with the real estate agent.

In most cases, one of our staff will attend the appointment, as we are the tenant of the real estate agent, we are also responsible for the tenant obligations.

It is important that you are home at the agreed time, to provide access.

If you need to change the appointment for any reason, please call our office as soon as possible, so we can rearrange it with the real estate agent.

## What if the real estate agent ends the lease?

Under the Residential Tenancy Agreement, the real estate agent has the right to terminate a tenancy, by giving appropriate notice, depending on the situation.

This occurs from time to time within our leasehold portfolio, as owners may wish to sell or move into their property themselves.

When this occurs, we will contact you and discuss your ongoing housing needs. We will send you a Tenancy Termination Notice and information about the Management Transfer process.

As a Women's Housing Company tenant, so long as you have maintained your tenancy obligations, and remain eligible for your housing program, we will identify an alternative property and assist you with the cost of moving.

As we have limited time to identify alternative housing that meets your needs before we need to handback a leasehold property, we may only make one suitable offer.

When you accept a management transfer offer, we will sign a new lease with you. If you do not accept a suitable management transfer offer, you will need to exit the property in line with the Tenancy Termination Notice.

If the real estate agent terminates the lease due to your actions that are proven to be a serious tenancy breach, we may not rehouse you. We will enforce the Tenancy Termination Notice and you will need to move out of the property.

While terminating a tenancy is a last resort, we will pursue this action through the NSW Civil and Administrative Tribunal (NCAT) where all other options have failed.

If you have any questions or concerns during your tenancy, please contact us so we can work together to resolve any issues and help you to sustain a successful tenancy.

## More Information

This factsheet provides a general summary only. For full details, please check the policies on our website: [www.womenshousingcompany.org.au](http://www.womenshousingcompany.org.au)

