



Transitional Housing Policy

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1 Purpose and Applicability

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

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

This policy applies to all Transitional Housing properties managed by the WHC. This policy applies to all WHC staff and contractors, Support Provider partners, and Transitional Housing nominated applicants and tenants.

The Customer Service Charter and Customer Rights and Responsibilities guides the interactions between the WHC, Support Provider partners, nominated 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 2010 and Regulation 2019
- NSW Civil and Administrative Tribunal Act and Regulation 2013 and Rules 2014
- NSW Community Housing Rent Policy
- NSW Community Housing Water Charging Ministerial Guidelines

2.2 Internal Requirements and Forms

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

- [Transitional Housing Factsheet](#)
- [Transitional Housing Nomination Form](#)
- [Starting a Tenancy Policy](#)
- [Keeping a Tenancy Policy](#)
- [Rent Policy](#)
- [Repairs and Maintenance Policy](#)
- [Complaints and Appeals Policy](#)
- [Privacy Policy](#)

2.3 Definitions

“Transitional Housing” is time-limited subsidised rental housing for people who are experiencing homelessness or at risk of homelessness and require immediate housing and support. This category of housing is provided in conjunction with case management support delivered by Specialist Homelessness Service (SHS) organisations contracted by the NSW Department of Communities and Justice (DCJ).

Transitional Housing is designed to assist SHS clients to access safe, secure, and affordable housing for a limited time, generally between three (3) to eighteen (18) months, depending upon individual requirements, while working towards sustainable long-term housing options. This may include (but is not limited to) identifying and taking action towards securing suitable long-term housing and addressing issues that may pose a barrier or developing skills required for successful independent long-term housing.

A “Memorandum of Understanding” (MOU) governs the partnership between the WHC and each SHS Provider partner, setting out the roles and responsibilities of each party to the agreement, ensuring the client / tenant is at the centre of all decisions and actions.

The WHC has partnerships with a range of SHS organisations that are funded by the NSW Government to provide responses to homelessness. These responses include facilitating access to transitional housing, providing direct case management support and linking their clients to ongoing supports in their community, to ensure successful outcomes, including long-term sustainable housing.

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 the WHC and the tenant with all terms and conditions of the tenancy
- “subsidised rent” is the term in WHC rent statements that describes the rent that is payable by the tenant. In this document “rent” is used to mean “subsidised rent”.
- “head leased property” refers to a property where WHC has rented it from the owner, usually from the private market, and then leases the property to the tenant. Bonds and rents are payable by the tenant to the WHC.

3 Confidentiality and Client Safety

The WHC and SHS partners are committed to working collaboratively to deliver Transitional Housing and Specialist Homelessness Support to eligible clients under the SHS Packages, as contracted by DCJ.

To deliver these services effectively and efficiently, with informed consent by clients, the WHC and SHS partners will exchange personal and confidential information about our shared clients.

Each organisation commits to ensuring the security and confidentiality of client information within their systems.

Additionally, each organisation commits to keep confidential the addresses of Transitional Housing properties, and only provide relevant addresses to eligible clients once nominations are approved and transitional housing offers are made by the WHC. This requirement is in the interests of safety for existing and future tenants and their household members.

4 Eligibility Requirements

The WHC manages properties that are specifically available as Transitional Housing for eligible clients of our SHS partners.

SHS providers conduct an initial assessment to determine if a person meets the eligibility criteria of the specific SHS Service Package. The SHS provider may then nominate a person for Transitional Housing. Nominations are made using the WHC Transitional Housing Nomination form.

To be nominated for Transitional Housing, SHS clients must satisfy the following:

4.1 General Criteria

- Be experiencing homelessness or be at risk of homelessness and require immediate housing and support; and
- Be actively engaged with the SHS provider.

4.2 WHC Criteria

In line with the WHC purpose, Transitional Housing nominees must be women, with or without dependent children, and match the target client group of the relevant SHS Service Package.

Nominated clients must be committed to developing and working towards a long-term housing action plan. The WHC can assist with assessing eligibility for social housing and updating applicants' details on the NSW Housing Register, as requested.

5 Portfolio Management

Transitional Housing properties and tenancies are managed by the WHC in accordance with the legal landlord responsibilities under the NSW Residential Tenancies Act 2010, NSW Community Housing Policies and WHC Policies.

Transitional Housing properties are also managed in accordance with contractual arrangements with DCJ.

A schedule of Transitional Housing properties available for eligible clients of each SHS Service

Package is listed as an Appendix in the MOU with each SHS partner.

6 Vacancy Management and Allocations

Each SHS partner has exclusive nomination rights to the properties listed in their MOU, meaning they share the responsibility with the WHC for minimising vacancy turnaround time and maximising the opportunity for people in need to be housed and supported within the SHS program.

By working closely with their clients in Transitional Housing, SHS providers should be aware of upcoming vacancies, enabling timely preparation of a new nomination to fill the vacancy. When a vacancy is notified or arises, the WHC advises the relevant SHS partner and requests nominations.

SHS providers are responsible for identifying and adequately assessing clients to ensure suitability for ongoing support by the SHS provider, for Transitional Housing with the WHC, and for suitability as a neighbour with existing tenants within a property, block, or complex, where existing neighbouring tenants are also clients of the SHS provider.

SHS providers must submit an eligible nomination within 21 days of being notified of a property becoming vacant.

The WHC promptly assesses nominations received and makes offers within three (3) days of receipt of eligible nominations. Approved nominated clients are invited to view vacant properties. Where a viewing is held, the SHS provider should arrange a representative to accompany their client to the viewing, to assist them in the process and ensure they understand the implications of accepting or declining the property or program.

Upon acceptance of an offer (whether the property has been viewed or not), the WHC arranges a lease signing appointment with the SHS provider representative, to be held no more than seven (7) days from acceptance of the offer. The SHS provider should arrange a representative to accompany their client to the lease signing, to assist them in the process and support them with tenancy establishment activities.

Where an eligible nomination is not submitted within 21 days of being notified of a vacancy, the WHC will charge the SHS provider an Extended Vacancy Charge, equivalent to the rent charged to the previous tenant of the vacant property (or a similar property, in the case of a new or replacement leasehold property). This charge will be calculated as a daily rate from Day 22 until the day before the property is re-tenanted. This charge will not apply to any period where property maintenance works are the cause of delayed re-tenanting.

7 Lease Agreements and Tenure

7.1 Residential Tenancy Agreement

The standard NSW Residential Tenancy Agreement governs the arrangement between tenants and the WHC. As the WHC is a registered Community Housing Provider, the provisions of the NSW Residential Tenancies Act 2010 that cover social housing tenancies also apply to transitional housing tenancies.

A fully executed copy of the Residential Tenancy Agreement is provided to the tenant.

7.2 Program Duration

In accordance with SHS Practice Guidelines, the Transitional Housing program provides housing and support for between three (3) and eighteen (18) months, depending upon individual requirements.

Fixed term leases are offered to tenants, with lease periods agreed between the WHC and SHS partner on a case-by-case basis, depending on individual client needs.

The minimum fixed term lease period is three (3) months and the maximum fixed term lease period is twelve (12) months. The maximum period allowable in the Transitional Housing program is 18 months.

7.3 Tenancy Establishment

The early weeks of a new tenancy can be challenging for tenants, so the WHC and SHS partners work closely with tenants in the early stages to provide appropriate support to set up their home, settle into their new location and community, and establish local support networks.

The WHC and SHS partners will visit tenants at home in the early weeks to confirm supports are in place and to ensure tenants understand their tenancy obligations and program requirements.

7.4 Tenancy Sustainment

The WHC and SHS partners are committed to supporting tenants to maintain a successful tenancy.

The WHC monitors tenancy compliance through tenant wellbeing phone calls and home visits, routine property inspections, monitoring rent and other accounts and following up outstanding debts, investigation of neighbour issues, complaints, and potential tenancy breaches, and case conferences with the SHS partner and tenant. Refer to the Keeping A Tenancy Policy.

The SHS partner monitors program compliance through in-person and phone contact, outreach home visits, monitoring engagement and participation in goal planning and working towards individual goals, monitoring tenancy correspondence from the WHC, and case conferences with the WHC and tenant. Where additional supports are required to assist tenants, the SHS partner will identify and link relevant services with tenants.

7.5 Ongoing Eligibility and Lease Renewals

Where tenants meet the following criteria, they may be offered a lease renewal for a further fixed term:

- have complied with their tenancy obligations,
- remain eligible for the program, including continued engagement with the SHS provider, and
- require more time before they can exit the transitional program.

Where a lease renewal is offered, the fixed term lease period is agreed between the WHC and SHS partner on a case-by-case basis, depending on individual client needs (noting that the maximum period allowable in the Transitional Housing program is 18 months).

7.6 Tenancy Transfers

Transitional Housing tenants cannot apply for a transfer to another WHC Transitional Housing property.

In limited circumstances, where a leasehold property is to be returned to the real estate agent, the WHC will secure a replacement leasehold property and facilitate a Management Transfer of the tenant.

7.7 Tenancy Termination

Tenants may end their tenancy during or at the end of a fixed term lease period by giving appropriate written notice to the WHC, in accordance with the NSW Residential Tenancies Act 2010.

The WHC may terminate a tenancy, with prior advice given to the SHS partner, where there is a serious breach of the lease terms, at the end of a fixed term lease period, if the tenant is no longer eligible for Transitional Housing, or for any other reason allowable under the NSW Residential Tenancies Act 2010.

The WHC may seek to terminate a tenancy at the NSW Civil and Administrative Tribunal (NCAT), where the rent account has fallen into arrears by more than 14 days, where the tenant has not complied with agreed arrears repayment plans, 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, they will be asked to relocate with appropriate notice.

Regardless of the reason for tenancy termination, the SHS partner should assist tenants to identify alternative sustainable housing.

The WHC may facilitate, where appropriate, access to exit housing options from transitional tenancies through the usual application processes (i.e. NSW Housing Pathways Register 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.

8 Rent and Other Charges

8.1 Rental Bond

Transitional Housing tenants are required to pay a rental bond equivalent to four (4) weeks of subsidised rent. The Rental Bond should be paid as a lump sum at the start of the tenancy or by instalments over the first three (3) months of the tenancy. For more detail, refer to the Starting A Tenancy Policy.

8.2 Market Rent

The maximum rent that can be charged for Transitional Housing is the Market Rent of the property. Market Rent only applies where a tenant is not eligible for Subsidised Rent. Refer to the Rent Policy.

8.3 Subsidised Rent

Most Transitional Housing Tenants are eligible for subsidised rent, which is calculated in the same way as for Social Housing, in accordance with the WHC Rent Policy.

Subsidised rent is reviewed and re-calculated whenever there is a change to the household income, in conjunction with fixed term lease renewals or twice a year depending on the term of the lease.

8.4 Water Usage Charges

In most properties managed by the WHC, tenants are required to pay for water usage, which is charged in accordance with the Ministerial Guidelines and WHC Policies. Refer to the WHC Keeping A Tenancy Policy.

8.5 Property Damage and Vacating Charges

Throughout the tenancy and when a tenant vacates the premises, the WHC conducts regular property inspections, to monitor how tenants maintain their property in line with their tenancy obligations.

Tenants are required to report property damage to the WHC as soon as possible, regardless of the cause. Refer to the Repairs and Maintenance Policy.

Where property damage, beyond fair wear and tear, is deemed to be caused through the wilful or negligent actions of the tenant, household members or visitors, the cost of repairs, cleaning and maintenance required to bring the property back to a suitable standard will be charged to the tenant.

8.6 Rechargeable Repairs

Transitional Housing tenants are responsible for maintaining an appropriate level of property

care.

Where tenants request the WHC to carry out works at their property, which would ordinarily be a tenant responsibility (e.g. cut new keys, change light globes, mow lawn in private backyard, remove excess rubbish, etc.), the cost of these works will be charged to the tenant.

8.7 Payment Options and Account Statements

A tenant's rent account must be maintained at two (2) weeks in advance. Non-rent charges (e.g. water usage, rechargeable repairs, etc.) must be paid as and when they fall due.

For payment options and details regarding accounts statements, refer to the Rent Policy. Where rent and non-rent charges are not paid in full and on time, arrears are accrued and the WHC will take action to recover the outstanding amount.

9 Change in Circumstances

Transitional Housing tenants are responsible for notifying the WHC of any change in circumstances that could affect eligibility for Transitional Housing or a rental subsidy. Refer to the Keeping A Tenancy Policy.

Changes can include (but are not limited to) a change or cancellation of statutory benefits, starting employment, loss of employment, change of employment status or hours, extended absence from the property, or changes to the people in the household.

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

9.1 Extended Absence from the Property

In accordance with the Keeping A Tenancy Policy, tenants must notify the WHC if they will be away from their property for more than four (4) weeks, regardless of the reason.

Transitional Housing 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 the 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. The WHC may also take formal action, including applying to the NSW Civil and Administrative Tribunal (NCAT) to terminate the tenancy.

9.2 Assistance Animals, Companion Animals and Livestock

- An Assistance Animal is a dog or other animal that is accredited to provide assistance to a person with a disability, as defined in the Disability Discrimination Act.

- A Companion Animal is a pet, generally domestic cat or dog.
- Livestock generally kept in suburban yards refers to chickens. Council restrictions may apply.

The NSW Residential Tenancies Act 2010 is silent on keeping animals in rental properties. The standard form Residential Tenancy Agreement requires the landlord's consent before animals may be kept at the property. Landlords cannot decline tenant requests to keep Assistance Animals.

Whilst it is acknowledged there are mental and physical health benefits of animal ownership, unfortunately most properties offered as Transitional Housing are not suitable for keeping animals.

In the case of leasehold properties, there may be restrictions about animals in the strata by-laws or animals may be specifically excluded by the property owner's lease agreement with the WHC.

Additionally, where Transitional Housing tenants are working towards exit options in social housing or the private rental market, having an animal may limit available options for securing long-term housing.

Where a client nominated for Transitional Housing already has an animal, this information must be included with the nomination from the SHS Provider and will be taken into consideration by the WHC when assessing the suitability of the vacant property for the nominated client.

Where a Transitional Housing tenant wishes to bring an animal into their home, an application must first be made to the WHC, prior to obtaining the animal.

Where the WHC grants approval for an animal, the tenant has additional obligations for property care, minimising nuisance and annoyance to neighbours, and responsible animal ownership in accordance with the Companion Animals Act.

10 Complaints and Appeals

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

11 Privacy and Confidentiality Statement

The Women's Housing Company will ensure that all applicant and tenant information is kept confidential and is managed and protected in accordance with the WHC Privacy Policy and relevant privacy law.

From time to time, de-identified demographic information may be released to third parties for statistical purposes only.