

## Transitional Housing Policy

---

**KEY POLICY AREA:** Property Management

**POLICY:** Transitional Housing

**APPROVED DATE:** 11<sup>th</sup> June 2019

**MODIFIED DATE:**

### RELEVANT LEGISLATION

Residential Tenancies Act 1997

### STANDARDS, PROTOCOLS AND POLICY LINKAGE

Client Complaints Policy

Quality Assurance Policy

Rent Policy

Tenant Recharge Policy

---

### POLICY

Transitional Housing aims to achieve quality short-term accommodation and support to people experiencing homelessness or women and children experiencing family violence. It is time-limited and offers subsidised rent to eligible tenants.

### CLIENT RIGHTS

All clients have the right to fair and equitable access to transitional housing. Clients have a right to expect that upon entering a tenancy agreement with Wayss that their rights and responsibilities as a tenant will be clearly explained, and that they will be treated with respect and dignity. Clients have the right to expect that the process for being allocated transitional housing accommodation will be explained and that their special or changing needs will be taken into consideration wherever practicable. Clients have the right to question any decision made regarding transitional housing allocation or reallocation and may complain or appeal a decision if they are dissatisfied with the result.

### ELIGIBILITY REQUIREMENTS

Wayss manages properties that are available as Transitional Housing. Support service providers conduct assessments to determine if a person meets the eligibility criteria for their support program and for access to transitional housing. To be eligible to access transitional housing, clients must meet the following:

#### Eligibility Criteria

- Be on a low income
- Be experiencing homelessness or at risk of homelessness
- Be engaged with a support service

No person will be refused accommodation because of religion, Lesbian, Gay, Bisexual, Transgender, or Intersex status, health status, Aboriginal or Torres Strait Islander status, CALD status, disability or criminal background. Eligibility is determined in line with legislation, funding guidelines and Wayss policies. The client's housing assessment is conducted by the relevant support service provider.

Past tenants may re-apply and will be considered at the discretion of the support service provider and Property Services. The existence of rent arrears or poor tenancy histories in previous housing should not be a barrier to access transitional housing. A past tenant will not be refused housing if they vacated with rental arrears. Issues in previous tenancies with Wayss will be considered prior to approval for new tenancies.

### VACANCY MANAGEMENT AND ALLOCATIONS

Each support service provider has an agreed number of nominated stock under the Transitional Housing Program; this agreement is negotiated between the support service provider and the Property Services Manager. This agreement does not preclude case workers

## Transitional Housing Policy

---

gaining further Wayss managed stock on a temporary basis. Likewise, it does not mean that the Property Services Manager cannot re-allocate stock where this is necessary.

Properties which are vacant and tenantable shall not remain so for longer than two weeks. If properties are vacant and tenantable for two weeks and have received no applications from the nominated support service provider, the property will be made available to other support service providers for applications.

### TENURE AND LEASE AGREEMENTS

#### Residential Tenancy Agreement

All tenants are required to sign a completed *Residential Tenancy Agreement*. Each *Residential Tenancy Agreement* is in the prescribed standard form and may include additional terms as an attachment. All agreements, including additional terms, are compliant with the *Residential Tenancies Act 1997*. Fixed term rental leases are offered, to enable regular reviews of tenant engagement with their support service provider and progress towards their planned exit. 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 Property Services.

#### Ongoing Eligibility

Where a tenant is complying with their obligations under the *Residential Tenancies Act 1997* and their Residential Tenancy Agreement, they will remain a tenant. It is the responsibility of the support service provider to assess the tenant's ongoing eligibility for the support program.

#### Transfers

The support service provider is expected to assess the tenant's individual needs and support them within the bounds of their own policies and availability of services when those needs change. Applications for a tenant to transfer to another transitional housing placement may be made by the support service provider. These applications must be authorised by a manager of the support service. The support service must have identified a vacant and tenantable transitional housing option. It is preferable that this option be identified through their own nominated stock. Wayss does not maintain a transfer waiting list. When a transfer is approved, a new Residential Tenancy Agreement is made with the tenant for their new property.

#### Termination

Tenants may end their lease during or at the end of a fixed term.

Wayss may terminate a lease, in consultation with the support service provider, if there is a breach of the tenancy agreement, at the end of a fixed term period, if the tenant is no longer eligible for the support program, or any other reason allowable under the *Residential Tenancies Act 1997*.

Wayss may seek to terminate a tenancy in the *Victorian Civil and Administrative Tribunal (VCAT)*, 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*.

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

### RENT AND OTHER CHARGES

#### Rental Bond

There is no bond payable on the transitional housing offered through Wayss.

## Transitional Housing Policy

---

### Market Rent

The maximum rent that can be charged for transitional housing is the market rent of the property. For more information, refer to the *Rent Policy*.

### Rebated Rent

Rebated rent is calculated for all tenants based on their income as per *Office of Housing* policy. For more information, refer to the *Rent Policy*.

### Water Usage Charge

In the majority of transitional housing properties managed by Wayss, tenants are required to pay for water usage. Tenants are signed up to the water service provider when they sign the *Residential Tenancy Agreement* and are billed through the water service provider accordingly.

### Tenant Damage and Vacating Charge

Throughout the tenancy and when a tenant vacates the property, Wayss conducts property inspections as per *Residential Tenancies Act 1997*. Tenants are required to report property damage, regardless of the cause, to Wayss as soon as practicable. Where property damage beyond fair wear and tear is deemed to be caused through the negligent actions of the tenant, their household members or visitors, the cost of repairs and maintenance to bring the property back to a suitable standard may be charged to the tenant. For more information, refer to the *Tenant Recharge Policy*.

### Change in Circumstances

Tenants are responsible for notifying Wayss of any changes in circumstances that could affect their eligibility for transitional housing. Notification and evidence must be provided to Wayss within fourteen days of the change in circumstances. Changes can include, but are not limited to, changes of household members, extended absence from the property, or becoming ineligible for the support program.

### Becoming ineligible

When it is assessed by the support service provider that a tenant is no longer eligible, 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.

### Complaints and Appeals

Tenants who wish to make a complaint or appeal a decision should refer to the *Client Complaints Policy*.

### RESPONSIBILITY

The day to day management of transitional housing is the responsibility of the Property Services Workers under the direction of the Property Services Coordinator.

Clients have the responsibility to inform Wayss of any changes in their circumstances which would impact on their tenancy.

Support service providers have the responsibility to communicate with Wayss regarding any property or tenant within their nominated stock.

### EVALUATION AND REVIEW

This policy will be reviewed when required in line with changes to the *Residential Tenancies Act* and/or *Office of Housing* guidelines. This policy will be reviewed as part of a formal evaluation process and as issues are raised. This policy will be monitored through data collected from tenant complaints, tenant feedback surveys and staff feedback.