

Maintenance, Repairs & Renter Recharge Policy



1. Introduction

Wayss is committed to maintaining all properties to a consistent quality standard. Wayss will appropriately discharge its duties under the *Residential Tenancies Act 1997* (Vic) and in accordance with the *Performance Standards for Registered Housing Agencies*.

Wayss is a Child Safe organisation and child safety is at the forefront of our program delivery. Our policies ensure that child safety is a primary part of everyday thinking and practice. All employees, contractors and volunteers have an obligation to ensure we keep children safe from harm and abuse.

We're committed to upholding the rights of all of our stakeholders and creating a workplace that fosters inclusion and diversity. We believe that by bringing our authentic selves to Wayss, we can contribute to building strong teams, cultivating leaders, and creating an organisation that is well-suited for every individual. It's essential to us that we establish an environment where everyone, regardless of their background, can be themselves and feel safe, valued and respected. Regardless of whether you identify as an Aboriginal or Torres Strait Islander or LGBTIQ member, are from a culturally and linguistically diverse background, or a person living with a disability, as an individual associating with Wayss, you have the right to participate and engage in an environment that is free from discrimination and bias, and we strive to create a workplace that honours that commitment.

2. Scope

This policy applies to all renters in social housing and rooming houses managed or owned by Wayss.

3. Policy Principles

The Residential Tenancies Act outlines the rights and duties of the renter and the rental provider, which forms the basis of the maintenance, repairs and renter recharge policy. A renter who becomes aware of damage to the rented premises must inform Wayss as soon as possible. Wayss will perform repairs to ensure that the premises are maintained in good repair.

3.1. Maintenance Request

Wayss is a contact point for renters to report and request maintenance and repairs during business hours.

Both urgent and non-urgent requests can be made directly to Wayss during defined standard business hours (9 am–5 pm weekdays). An after-hours contact (5pm-9am, weekends and public holidays) is provided to renters for any urgent repair requests. Refer to section 3.5 for definition of urgent and non-urgent repairs.

The Housing Call Centre usually provides the contractors with all the available information in order for them to carry out an effective repair within the required response time.

3.2. Responsive Maintenance

Responsive maintenance is day-to-day maintenance which occurs irregularly and without warning. Wayss is obliged under the Residential Tenancies Act 1997 to undertake non-urgent maintenance within 14 days, and urgent maintenance within 24 hours.

3.3. Approach to Repair Charges

A renter must:

- avoid damage to premises or common areas.
- ensure that care is taken to avoid damaging the rented premises.
- take reasonable care to avoid damaging the common areas.

Wayss will seek to:

- recover repair charges from renters in circumstances where repairs to the premises are necessary, as a result of deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission.

Wayss will not seek to:

- recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a renter
- recover repair charges for instances of family violence or third party criminal damage (the renter is required to provide a Police report)
- recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced

The policy may not apply to circumstances where tenants, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, Wayss may serve an immediate notice to vacate and seek an Order for Possession under s243 of the Act.

3.4. Managing Renter Repair Charges

If Wayss considers that the renter has breached their responsibilities as outlined in the renter agreement or in this or any other applicable Wayss policy by damaging the premises, then Wayss may seek repair charges for the costs to repair the damage. Wayss will undertake the following steps to seek to recover repair charges:

- inspect the premises and complete a report
- collect evidence of the damage sustained to the premises, and evidence of how the damage may have occurred, including photos
- detail in a transparent and comprehensive manner the repair charges to recover the costs of the repairs and maintenance
- provide the renter with a written notice of the tenant repair and maintenance costs

3.5. Urgent vs Non-Urgent Maintenance and Repairs

Urgent repairs are not subject to renter repair charges except where due to deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission. Wayss will repair as a matter of urgency the following:

- a burst water service
- a blocked or broken toilet system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage

Maintenance, Repairs & Renter Recharge Policy

- serious storm or fire damage
- a failure or breakdown of any essential service or appliance provided by Wayss for hot water, water, cooking, heating, or laundering
- failure or breakdown of the gas, electricity, or water supply
- any fault or damage in the premises that makes the premises unsafe or insecure
- an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- a serious fault in a lift or staircase.

Wayss will endeavour to provide a response within 14 days for all non-urgent repairs, which is any maintenance that does not fall under urgent maintenance as listed above.

3.6. Repair Charges

Repair charges for damage and repairs will be sought from renter in the following circumstances:

Intentional damage to the property

This includes:

- alterations being made without approval
- alterations carried out by or on behalf of the renter not conforming to Wayss requirements
- fixtures or fittings installed do not meet the required standards of Wayss
- floor coverings being removed without the consent of Wayss
- malicious damage to the premises
- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

Neglectful damage

This includes:

- broken and damaged clotheslines and hoists
- broken windows
- burns or other damage to carpets that cannot be considered fair wear and tear
- damage caused by neglect
- damage to toilets, basins, showers, and bathtubs
- damaged/missing doors and security screens
- erroneous call outs
- failure to keep the property in a reasonably clean condition
- failure to take care to prevent damage to the property
- pest control

Compliance with third party instructions

This includes:

- instances where emergency services are required to gain access to the premises, the renter may be invoiced for the cost of any associated damage
- a direction from Victoria Police
- a direction from council by-laws [e.g., hoarding]
- a direction from the Metropolitan Fire Brigade or the Country Fire Authority

Maintenance, Repairs & Renter Recharge Policy

- the premises being damaged or destroyed by fire as a result of the actions of the renter, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- a compensation or compliance order from VCAT

Prior to taking any action in relation to damage to the premises / tenancy breaches, Wayss will investigate and confirm the renter's responsibility for the damage, including discussing the matter with the renter. Where a renter is unable to provide a Police report and is still residing in the property, renters will be considered responsible for repairs. Once renters have vacated the premises, Wayss will request for an invoice from the Department of Families, Fairness and Housing (DFFH) and keep a record of this invoice on file for circumstances where the renter returns for a property via Wayss.

3.7. Determining Responsibility for Damages to the Premises

To determine who is responsible for the cost of repairing damage to the premises, Wayss will ensure the process is fair, timely and evidence based by:

- inspecting the premises and documenting the damage where appropriate
- taking into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
- taking into account damage due to fair wear and tear, which Wayss are responsible to repair
- considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the renter is required to provide evidence
- considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases, a Police report must be supplied by the renter.
- discussing the items of damage with the renter and recording information the renter or a third party gives Wayss about the possible cause of the damage
- taking into account the type of damage and any information concerning liability the renter gives to Wayss when reporting the damage

In circumstances of criminal activity, the renter is requested to provide evidence within 2 days, proving the renter has reported the matter to the Police, such as a Police statement or Police Event Number.

Where Wayss determines that the damage is a result of intentional damage, mistreatment or neglect, the renter will be responsible for the cost of repair work.

Wayss will seek to recover the cost of repairing the damage from the renter or in certain circumstances, for example where the damage is a result of criminal activity.

3.8. Repayment Agreement

After responsibility has been resolved, Wayss and the renter will both sign a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments).

Renters may choose to have third party support in resolving and negotiating the matter. During the negotiation, staff will take into account fair wear and tear.

If the renter accepts liability for the identified damage, the claim should be considered a substantiated renter repair charge. The renter may either pay the amount in full, or enter into a repayment agreement.

Maintenance, Repairs & Renter Recharge Policy

If the renter has vacated the property, the renter repair charge will be held against the bond and any additional amounts owing will be the responsibility of the vacating renter.

3.9. Breach or Compliance Process

If an agreement cannot be reached, or an agreement is broken, Wayss will pursue the costs through the breach and compliance process under the Residential Tenancies Act.

This may include issuing a breach of duty notice under s. 208: Breach of Duty Notice for:

- s. 61: Tenant must avoid damage to premises or common areas
- s. 63: Tenant must keep rented premises clean
- s. 64: Tenant must not install fixtures, etc. without consent

3.10. Communication

Wayss will provide clear information to renters on this policy and will inform renters when the policy is being used to recover costs.

4. Responsibilities

4.1. Renter Responsibilities

Renters will:

- abide by the terms and conditions of their Rental Agreement
- take good care of the property and keep it reasonably clean.
- tell Wayss as soon as possible if the property has been damaged
- pay costs for damage that results from deliberate action, mistreatment or negligence of a renter, household member or visitor and to comply with orders to pay the cost of repairs or cleaning (whilst a renter is in the property)
- report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or family violence; and provide Wayss with an event number
- rectify any alterations carried out by the renter before handing the keys back.
- restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear; and
- return all keys to Wayss

4.2. Rental Provider Responsibilities

Wayss commits to fulfil its role as a rental provider under the Residential Tenancies Act. Wayss will:

- ensure the premises is in reasonably clean condition prior to a tenancy commencing, is maintained to a community standard, and never below a habitable standard
- provides renters with a written statement setting out the rights and duties of Wayss and the renter under a Residential Rental Agreement
- inspect the premises every six months – please refer to our **Inspections Policy** for more information
- undertake responsive and cyclical maintenance and have a flexible program of upgrades that can take advantage of vacancies
- ensure all maintenance is undertaken by qualified tradespeople

5. Complaints and Appeals

Wayss welcomes its renters to query any decisions it makes and/or ask questions about our work practices. If a renter wishes to provide feedback to Wayss and/or believes a decision made by Wayss is incorrect, the first step is to request that the complaint be reviewed, or that the decision be reconsidered by Wayss as per our **Client Feedback and Complaints Policy**.

6. Review

Wayss will review this policy every three years or sooner if there are legislative changes, or Wayss receives feedback or complaints about service delivery that may impact on this policy.

7. Related Resources

7.1. Standards and Frameworks

Performance Standards for Registered Housing Agencies

Victorian Charter of Human Rights and Responsibilities 2006

7.2. Legislation

Housing Act 1983 (Vic)

Residential Tenancies Act 1997 (Vic)

Residential Tenancies Amendment Act 2018 (Vic)

Victorian Civil and Administrative Tribunal Act 1998 (Vic)

7.3. Wayss Related Policies and Documents

Client Privacy Policy

Client Feedback and Complaints Policy

Inspections Policy

Rent Setting Policy

8. Change History

Date	Version	Summary of changes	Approver
31/03/2023	1.0	Initial draft	General Manager, Homelessness and Housing
24/04/2023	1.0	Draft Approved	CEO