

Tenancy Management Policy

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1. Intention

Policy Purpose

This Policy sets out Minda Housing Limited's (MHL) approach to providing efficient and effective tenancy management services which support business sustainability and positive tenant outcomes.

The purpose of this Policy is to outline the management of tenancy relationships between MHL and the tenant, in relation to the establishment of rental charges, rent review process, security bonds, property inspections, utility and other charges, rent arrears, payment methods and eligibility, security Bonds, property inspections, anti-social behaviour, tenancy terms and ending a tenancy.

Policy Overview

MHL is a registered community housing provider under the Community Housing Providers (National Law) (South Australia) Act 2013 and a registered Specialist Disability Accommodation Provider under the National Disability Insurance Scheme. MHL offers accommodation for tenants in the affordable and specialist disability market. This Policy provides the framework by which MHL manages tenancy related matters.

Policy Scope

This Policy applies to MHL tenants residing:

- in properties subject to or bound by a Community Housing agreement between MHL and the South Australian Housing Trust (SAHT) including the Master Community Housing Agreement (Master Agreement) and Project Agreements;
- in properties specified in the Disability Housing Program (DHP) lease;
- in MHL owned properties; and
- in properties managed by MHL for other parties (where tenants are adults and enter into an Accommodation Agreement)

Policy Detail

MHL is committed to a fair and transparent process around the management of tenancy relationships; our Accommodation Agreements align with current legislation and best practice.

Definitions

Term	Description
Accommodation Agreement	Means an accommodation agreement under which MHL grants a person, for valuable consideration, a right (which may, but need not be an exclusive right) to occupy premises for the purpose of residence. Rent and other charges apply as provided for in the agreement.
Affordable Tenancies	Tenancies offered pursuant to a Master Community Housing Agreement with the SAHT.
ASL	Additional Services Levy – a charge for exempted items under Residential Tenancies Regulations 2010 for which a registered Community Housing Provider is not responsible
CRA	Commonwealth Rent Assistance -a non-taxable income supplement payable to eligible people who rent in the private rental market or community housing
DHP SAHA Tenancies	Tenancies offered pursuant to the DHP lease agreement between SAHT and MHL.
DSP	Disability Support Pension
General Tenancies	Tenancies offered pursuant to a Master Community Housing Agreement with SAHT.
House Rules	MHL may make house rules concerning the conduct of the tenants within a property ; these will be in writing and provided to tenants.
Income Based Rent	Rent charged as a percentage of income.
Market Rent	Rent determined by the Valuer General or another independent valuation method endorsed by the relevant professional association of valuers or adopted by suitably qualified valuers. Properties supporting multiple tenancies have market rent calculated and applied per tenancy as determined by MHL.
Minda Standard Tenancies	Tenancies within MHL & Minda owned properties that are not subject to any third-party contract or agreement.

Term	Description
NDIA	The National Disability Insurance Agency is an independent statutory agency, whose role is to implement the National Disability Insurance Scheme
NRAS Eligibility Criteria	Means tenants of an approved NRAS dwelling become eligible tenants if their combined gross income for 12 months ending on the day before the start date does not exceed the income limit (as defined by NRAS from time to time) for their household
Rent	Means an amount payable under an Accommodation Agreement for the <i>right to occupy a premises, or part of a premises</i> (which may, but need not be an exclusive right) for the period of the tenancy
Residential Tenancies Act	The Residential Tenancies Act, 1995, South Australia.
Standard Residential Tenancy	Means any tenancy other than a Rooming House Tenancy.
Rooming House Tenancy	Means a tenancy in a residential premises in which rooms are available, on a commercial basis, for (3) three or more people to live.
RRC	Means a reasonable rent contribution charged in accordance with the SDA Addendum to the NDIS Terms of Business for Registered Providers
Single Resident Tenancy	Means tenancies where the tenant is granted a Standard Residential Tenancy for the sole use of a premises where the premises are capable of supporting multiple tenancies.
Tenant	Means the person who is granted a right of occupancy under an Accommodation Agreement or a person to whom the right passes by assignment or operation of law and includes a prospective tenant or a former tenant

2. Roles and Responsibilities

Role	Responsibilities
MHL Board	<ol style="list-style-type: none"> Approve this Policy Ensures there are effective organisation-wide systems in place for managing and governing all aspects of this Policy
MHL Vacancy Committee	<ol style="list-style-type: none"> Supports this Policy as appropriate within its Terms of Reference.
MHL Management	<ol style="list-style-type: none"> Ensure all MHL Staff receive adequate direction and support in fulfilling their responsibilities in relation to this Policy
MHL Staff are responsible for	<ol style="list-style-type: none"> Ensuring that all tenancies are managed within the requirements of this Policy Ensuring knowledge of relevant legislation and any changes to that legislation Working with tenants to maintain successful tenancies Supporting tenants to understand their rights and responsibilities through the provision of information in an accessible format

3. Housing Eligibility

For MHL to assess eligibility of Applicants:

- Applicants must provide evidence supporting their intellectual disability;
- Applicants should have sufficient supports in place to adequately sustain a tenancy;
- Where the property is SDA-enrolled, Applicants provide evidence of eligibility to receive SDA relevant to the design category (this is not a determining criteria); and
- Applicants must meet any additional housing program requirements applicable to the tenancy – this includes South Australian Community Housing base eligibility criteria.

Eligibility will be considered and determined by MHL in accordance with the above criteria.

4. Accommodation Agreements

MHL offers all tenants an Accommodation Agreement for their Standard Residential Tenancy or their Rooming House Tenancy.

5. Rent Determination and Proof of Income

MHL determines rent payable based on the Property Program (see section 6) of the tenancy and the applicable rent calculator.

Individual tenant circumstances and eligibility are applied in this regard.

Many MHL tenants will be eligible for an Income Based Rent at the time of allocation, provided they provide evidence of all income. Tenants can apply for review of the applicable rent calculator at any time if their circumstances change.

An Income Based Rent may be charged if:

- The tenant provides proof of all income, and
- The Income Based Rent is lower than the Market Rent.

Once tenants are charged an Income Based Rent they must:

- Continue to provide proof of income as part of rent review processes or as specifically requested;
- Advise MHL of any change in their income of \$20 or more per week within 14 days; and
- Proof of income must be less than 2 weeks old, except where self-employed and providing a tax return as proof of income.

If tenants receive a pension, allowance or other payment from a government agency, they must provide one of the below:

- an income statement from the agency or department showing pension or allowance payments; or
- a statement from ReturnToWorkSA confirming current income support payments.

Tenants who receive an income from Centrelink can give consent for Centrelink to provide income details directly to MHL through the Income Confirmation Service (ICS). If a tenant consents to ICS and it shows all forms of income there is no need to provide MHL any other proof of income, alternatively proof of income may include payslips, bank statements or other forms of evidence as applicable.

Market Rents will be validated every three years through an independent qualified valuer unless otherwise required/determined by third party regulators/owners.

6. Property Programs + Tenancy Rent Calculators

MHL has **4 Property Programs** within which it manages tenancies:

-  Minda Standard
-  Affordable SAHA
-  General SAHA
-  DHP SAHA

MHL offers tenancies within its Property Programs which are EITHER Standard Residential Tenancies OR Rooming House Tenancies.

Typically, SDA enrolment (if applicable) will determine the number of tenancies within a premises.

MHL reserves the right to determine the number of tenancies within any property in its 4 Property Programs.

MHL has **6 Rent Calculators** applied to tenancies within its Property Programs.

-  Minda Standard Rent Calculator
-  Affordable SAHA Rent Calculator
-  General SAHA Rent Calculator
-  DHP SAHA Rent Calculator
-  NRAS Rent Calculator
-  SDA Rent Calculator

In determining the applicable Rent Calculator, a hierarchy is applied if more than one rent calculator is applicable to the tenancy (i.e. SDA or NRAS).

The rent calculator hierarchy applied is:

- SDA Rent Calculator;
- NRAS Rent Calculator; and
- Other applicable rent calculator from the MHL 6 Rent Calculators above.

When an Applicant expresses interest in a MHL tenancy MHL will confirm the Property Program applicable to the tenancy and then once the Applicant's income and NDIS information is provided the Rent Calculator will be confirmed by MHL.

From time to time in a Rooming House Tenancy, MHL may reduce the number of tenancies to enable required supports within properties (ie; conversion of a tenantable bedroom to a passive/active SIL support room) where this occurs, post commencement of a tenancy, there will be no rent adjustment to existing tenants as a result of the reduced number of tenancies within the property.

7. Rent Calculation Methodology

Minda Standard Tenancies Rent Calculator

Rent calculation for Minda Standard Tenancies will be calculated at 30% of assessable income + all CRA available to the tenant or Market Rent.

Market Rent will only be charged when:

- An Applicant requests; and is approved, a Single Resident Tenancy (ie sole use of a dwelling which is capable of supporting multiple tenancies); or
- Market Rent is less than the Income Based Rent calculated

Affordable SAHA Tenancies Rent Calculator

MHL charges rent for Affordable Tenancies in accordance with the Affordable Tenancy Type section in the [Community-Housing-Rent-Policy](#) and the [Rent-Procedure-for-Affordable-Tenancies](#)

MHL charges rent as 30% of gross (non-CRA) income + All CRA available to the tenant; unless Market Rent is less in which case Market Rent will be charged.

General SAHA Tenancies Rent Calculator

MHL charges rent for General Tenancies in accordance with the General Tenancy Type section of the [Community-Housing-Rent-Policy](#) and the [Rent-Procedure-for-General-Tenancies](#).

MHL charges rent as either Income Base rent if eligible (eligibility according to Section 4 of the [Rent-Procedure-for-General-Tenancies.pdf](#)); for income-based calculated rents tenants will be charged between 25% and 30% of assessable income depending on whether the tenant's income is considered low or moderate-high + ASL + CRA available to the tenant OR Market Rent (+ ASL) if the tenant is ineligible for Income based Rent.

ASL is a small mandatory charge applied by MHL primarily for maintenance of items exempted under the [Residential Tenancies Regulations \(General\) 1995, Regulation 11, exemption list](#). If ASL is included in the total rent charged the purpose will be clearly provided in the Accommodation Agreement providing transparency both for the tenant and for the South Australian Civil and Administrative Tribunal.

DHP SAHA Tenancies Rent Calculator

MHL charges rent for DHP Tenancies in accordance with the Supported Tenancy Type section in the [Community-Housing-Rent-Policy](#) and the [Rent-Procedure-for-Supported-Tenancies](#).

MHL charges rent as 25% of gross (non-CRA) income + All CRA available to the tenant unless Market Rent is less in which case Market Rent will be charged.

National Rental Affordability Scheme (NRAS) Rent Calculator

NRAS Tenancies are within NRAS Enrolled Properties.

Where tenants in NRAS Enrolled Properties continue to meet NRAS Eligibility Criteria MHL will charge rent calculated at the lesser of 80% of the market rent for the property or 30% of assessable income + all CRA available to the tenant.

Specialist Disability Accommodation (SDA) Rent Calculator

SDA Tenancies are within SDA Enrolled Properties with the NDIS.

Where tenants in SDA Tenancies have SDA eligibility MHL will charge a RRC according to the Specialist Disability Accommodation Tenancy Type section in the [Community-Housing-Rent-Policy](#) and the [Rent-Procedure-for-NDIS-SDA-Tenancies](#).

Where a RRC is charged by MHL it is calculated in accordance with the requirements established by the NDIS and outlined in the most current version of the SDA Addendum to the NDIS Terms of Business for Registered Providers.

If the participant receives the DSP, the RRC to be paid by the tenant/participant will be 25% of basic rate of the DSP + if the participant receives a pension supplement 25% of the pension Supplement received + if the participant receives a Youth Disability Supplement – 25% of the Youth Disability Supplement received + if the participant receives CRA - 100% of CRA received.

If the participant does not receive the DSP (i.e. received any other form of income) – the RRC to be paid by the participants will be 25% of basic rate of the DSP + 100% of any CRA received by the participant.

Where the RRC exceeds the Market Rent for the property, the rent will be charged at the Market Rent.

8. Rent Reviews

A review of tenants' rent will be undertaken at least annually to determine if there are any changes required to the amount of rent payable.

Rent reviews may be conducted more frequently than annually, if required (or requested), but no more frequently than permitted under the Residential Tenancies Act 1995 or other applicable legislation. (e.g. NRAS).

9. Rent Payment

MHL tenants will be offered a choice of rental payment methods. Centrepay and direct debit into the MHL specified bank account are the standard methods.

Tenants in Standard Residential Tenancies will pay their first two weeks rent upon tenancy commencement.

Tenants in Rooming House Tenancies will pay their first week rent upon tenancy commencement.

10. Rent Arrears

MHL manage arrears in a timely, fair and consistent manner to ensure that all tenants are treated equitably; and to support prompt and effective action to remedy arrears to reduce the risk of tenants experiencing financial hardship.

MHL will keep tenants informed and up to date about their rent account. MHL will do this by;

- promptly notifying tenants when their accounts go into arrears
- providing rent statements when requested by a tenant
- undertaking rent reviews

MHL will request any arrears to be paid in full by the tenant but will negotiate a payment plan if full payment would place tenant in financial hardship. If tenant is paying by Centrepay, a new Centrepay authorisation is required signed by tenant authorising as per Centrelink's requirements.

11. Utilities

Utilities will be charged as specified in the Accommodation Agreement.

In Rooming House Tenancies utilities are typically charged to the tenants from MHL quarterly; this is provided for in the Accommodation Agreement.

12. Damage

Tenants are responsible for property damage caused by them or their visitors to the property outside of fair wear and tear in accordance with the Accommodation Agreement

In Rooming House Tenancies damage caused by tenants or their visitors to common areas will be assessed by MHL and may be charged to Tenants in a proportional manner.

13. Security Bond

A security bond is payable at the commencement of a new tenancy.

Security bond amount payable is dependent upon the weekly rent for the tenancy

- Up to four weeks rent if the weekly rent is less than \$250*
- Up to six weeks rent if the weekly rent is more than \$250*

* The maximum bond for Rooming House Tenancies is up to two weeks rent

MHL will assist new tenants with the process to apply for an SA Housing Authority bond guarantee for eligible applicants if required.

The security bond payment or bond guarantee will be lodged with Consumer and Business Services for the duration of the tenancy. At the end of the lease, it is returned to the tenant if there are no claims for cleaning, outstanding rent or other costs.

14. Property Inspections

MHL will carry out a tenancy inspection on properties prior to tenant moving in and on moving out.

MHL will conduct tenancy inspections at least yearly.

Tenants will be notified in writing of Property Inspection 7 to 14 days prior to inspection date.

MHL will discuss with the tenant or guardian any issues or concerns and a property inspection report will be provided to the tenant within three days of property inspection being completed. If any property concerns are identified, MHL will advise tenant of action required and schedule a follow up visit 4 weeks later to ensure the property condition identified has been rectified. It is a tenant's responsibility to keep floor coverings in clean acceptable condition in their rooms; with respect to shared communal areas tenants may be required to contribute to floor covering cleaning on a proportionate basis to maintain them at an acceptable standard.

15. Anti-social Behaviour

MHL aims to enhance the wellbeing of our tenants and the wider communities that we operate in through high-quality housing and related tenancy services. Anti-social behaviour is behaviour that interferes with the reasonable peace, comfort and privacy of neighbours and tenants in Rooming House Tenancies. These behaviours range from nuisance to criminal conduct. MHL has an effective and appropriate response in place to deal with complaints and ensures that accurate information and records of investigations are maintained. Tenants continuing to participate in substantiated anti-social tenant behaviour place their tenancies at risk. Tenants are responsible for their visitor behaviour and instances of visitor Anti-social behaviour will be managed with the tenant.

16. Ending of Tenancies

The Accommodation Agreement sets out the obligations of the tenant and MHL for ending a tenancy in accordance with applicable legislation.

MHL will seek to facilitate the ending of a tenancy if desired by the tenant in a manner which mitigates costs incurred by both parties.

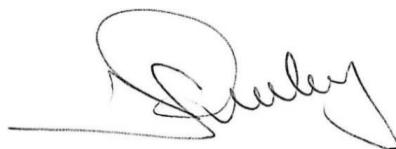
The tenancy must be in a clean and tidy condition with all personal belongings and furniture items removed. Any unwanted items must be removed prior to the notified vacate date. Charges related to removal/disposal of items, cleaning or damage repair, will be charged to the tenancy. If these costs are not paid in full or an agreed arrangement entered in place, a bond claim will be lodged with CBS for any costs incurred.

17. Relevant Documentation

Community Housing Providers (National Law) (SA) Act 2013 (SA)
Residential Tenancies Act 1995 (SA)
Residential Tenancies Regulations 2010 (SA)
Residential Tenancies (Rooming Houses) Regulations 1999 (SA)
National Rental Affordability Scheme Amendment (Approved Participant Obligations) Regulations 2017 (Cth)
NDIS (SDA) Rules 2020 (Cth)
SA Housing Authority - Community Housing Rent Policy
SA Housing Authority - Rent Procedure for General Tenancies
SA Housing Authority – Rent Procedure for Affordable Tenancies
SA Housing Authority – Community Housing Rent procedure for NDIS-SDA Tenancies
NDIS Terms of Business for Registered Providers
Master Community Housing Agreement – SA Housing Trust and Minda Housing Limited
Disability Housing Program Lease – SA Housing Trust and Minda Housing Limited
Rooming house proprietors' guide to the Residential Tenancies Act 1995

18. Document Approval

Document Approved by: MHL Board on 14 Dec 2022

A handwritten signature in black ink, appearing to read 'Denley', is placed over a horizontal line.

Joanne Denley
Chair, Minda Housing Limited Board