

**HOMESWEST POLICY CHANGES RESULTING FROM THE SHELTER WA DEBT REPORT
10 June 2003**

STATUTE BARRED DEBT POLICY

1. ***That a new Statute Barred Debt Policy be adopted with the following Clauses:***

1: Under the Limitation Act 1985 the period for a tenancy debt is 6 years. Expiration of the period does not expunge the debt as if it never existed but once this period has elapsed, the debt becomes “Statute Barred” and legal recovery is not permitted.

2: Under the Bankruptcy Act 1996, where a client declares bankruptcy, the debt becomes “Statute Barred”, subsequent discharge of the bankruptcy relieves the customer of the legal liability to repay the debt, but it does not expunge the debt as if it had never existed.

3: Repayment of statute barred debts can not be pursued however, Homeswest will accept any payments offered by the customer against the debt as long as this is entirely voluntary and the customer is notified that they do not legally have to repay.

4: Homeswest will not pursue debts older than six years but will require repayment of the debt to provide further rental assistance or alternately an agreement pursuant to the Debt Discount Scheme.

TRANSFER POLICY

2. ***That clause 2 of the Transfer Policy be changed as follows:***

If a tenant breaches conditions of the Tenancy Agreement or Residential Tenancies Act a letter will be sent to the tenant advising of the breach and its consequences and giving an opportunity to rectify the breach if appropriate. If the breach has not been rectified within a reasonable amount of time the transfer application may be withdrawn.

DEBT RECOVERY POLICY

3. ***That new Sub-clauses 2.2 and 2.3 be added to the Debt Recovery Policy:***

2.2 Accounts will have details of the work done and the job order number.

2.3 A letter will accompany the account explaining the appeals process and where to get assistance and information.

4. ***That clause 3 of the Debt Recovery Policy be changed as follows:***

Tenants with a debt to Homeswest, either current or relating to a previous tenancy or Housing Access Loan, will have no maintenance undertaken above what is required under section 42 of the Residential Tenancies Act, unless alternative arrangements to repay the debt have been made and are being maintained.

5. ***That clause 5 of the Debt Recovery policy be changed as follows:***

An arrangement to repay a debt from a previous tenancy is a private arrangement between Homeswest and the tenant/applicant debtor and cannot be reflected in the Tenancy Agreement. The client should provide evidence where part of the debt relates to bankruptcy and payments will not be sought.

6. ***That clause 5.4 of the Debt Recovery policy be removed and re-inserted as Clause 6. Clauses 6 through 17 should be renumbered Clauses 7 to 18.***

Previous Tenancy at same address

6. Once a Magistrate has authorised a court order terminating the tenancy, the Tenancy Agreement becomes obsolete and a new tenancy agreement must be signed. Any outstanding arrears will therefore relate to a previous tenancy and must be treated as a vacated debt.

6.1. In such instances, the tenant will be requested to sign a formal proposal document agreeing to pay any debt in regular installments at the same time they complete the new Tenancy Agreement. The Debt Discount Scheme will not apply if tenants are re-housed at the same location.

7. ***That Clause 6.1 of the Debt Recovery Policy be changed as follows:***

For all debts, Homeswest will seek an arrangement so that the combined total of the tenant's arrears and current debt does not exceed 30% of their total assessable household income. Tenants may at their own discretion pay extra monies above 30% of income on their volition".

(Example)

Where the agreed payments are not maintained, contact should be made with the tenant to ascertain why payments have ceased. Discretion should be exercised where there has been a loss of income, for instance due to Centrelink payment cancellation, loss of employment, or a cancellation of maintenance payments. The termination process should recommence once a final warning has been sent to the tenant and continue in the absence of a satisfactory response from the tenant.

8. ***That Clauses 9 and 9.1 of the Debt Recovery Policy be changed as follows:***

9. Tenants signatory to the Tenancy Agreement are jointly liable for any debt.

9.1. Tenants who jointly sign the Tenancy Agreement are jointly liable for any debt from the tenancy. This means that a debt is split evenly between all parties signatory to the agreement.

9. ***That Clause 14 of the Debt Recovery Policy be changed as follows:***

If the applicant ceases to make payments, or fails to make payments as agreed, the application may be withdrawn. Tenants will be advised in writing giving them 21 days notice of such a decision and information on the appeals process.

DOMESTIC VIOLENCE POLICY

10. ***That Clause 14 of the Domestic Violence Policy be changed as follows:***

Applicants or tenant's who are approved for priority assistance or emergency housing, will be requested to enter in to an agreement to repay the debt in affordable installments. For all debts, Homeswest will seek an arrangement so that the combined total of the tenant's arrears and current debt does not exceed 30% of their total assessable household income.

DEBT DISCOUNT SCHEME POLICY

11. ***That Clause 11 of the Debt Discount Scheme be changed as follows:***

A customer with a debt to Homeswest will be offered credit for monies repaid, in order to facilitate earlier re-entry into public rental housing or homeownership, if they participate in the scheme. To be eligible to participate in the scheme the debt must not relate to the current tenancy for either public

rental property or private rental where Bond Assistance was provided. (Debt Discount Scheme applies to Bond Assistance Loans provided the Bond Assistance Loan is not for the current tenancy where Bond Assistance has been provided) Applicants/Tenants should be advised of their rights to participate in the Debt Discount Scheme for debts that do not relate to the current tenancy. Where possible correspondence should include reference to the Debt Discount Scheme and an application form. Applicants do not need to have a current application for public housing to participate in the scheme.

12. That Clause 11.1 of the Debt Discount Scheme policy be changed as follows:

This is not available to tenants with a debt in their current tenancy. (See 15).

15.2 Debt Discount Scheme is not available to tenants who have had their tenancy terminated by the court and then restored by Homeswest at the same address.

13. That Clause 18 and Sub-Clause 18.1 be added to the Debt Discount Scheme policy:

18. Homeswest recognises that a customer signing a debt discount scheme may still be eligible to follow the appeals or court process.

18.1. Signing the debt discount form does not necessary constitute agreement to the debt.

ELIGIBILITY POLICY

14. That Clause 24 of the Eligibility Policy be changed as follows:

Applicants with a debt to Homeswest will be requested to make arrangement to repay their debt, if applicable they may make application to participate in the Debt Discount Scheme.

That Clauses 25, 26 and 27 of the Eligibility policy include references to the Debt Discount Scheme.

TENANCY MANAGEMENT POLICY

15. That Clause 9 of the Tenancy Management Policy be changed as follows:

A tenant is not responsible for damage done by

- ◆ Minors - Refer Tenant Liability Policy 4.19 (If there is a history of damage being caused by a minor or in the case of wilful damage if attributable to lack of supervision Homeswest will charge Tenant Liability. The tenant will be advised in writing that Homeswest may charge Tenant Liability for continued damage).
- ◆ Unknown persons, if the matter has been reported to the police and the tenant has provided Homeswest with a report number provided by the police; or
- ◆ Visitors to the property, if the matter has been reported to the police and the tenant has provided Homeswest with the report number and the tenant has taken reasonable precautions to prevent visitors from doing damage. (Refer to Tenant Liability policy 2.7 and Maintenance policy – Recoverable Insurance)

The Domestic Violence Policy should be referred to in situation where domestic violence is suspected to have contributed to damage done.

16. **Additional clause to be added to Maintenance policy manual – Insurance policy 1.5** If there is a history of damage being caused by a minor or in the case of wilful damage if attributable to lack of supervision Homeswest will charge Tenant Liability. The tenant will be advised in writing that Homeswest may charge Tenant Liability for continued damage.

17. ***That Clause 28 of the Tenancy Management policy be changed as follows:***

A tenant with a debt to Homeswest will be requested to enter into an agreement to repay the debt in affordable installments and the payments must be maintained until the debt is cleared. For all debts, Homeswest should seek an arrangement so that the combined total of the tenant's arrears and current rent does not exceed 30% of their total assessable household income

IMPROVEMENTS/ADDITIONS POLICY

18. ***That Clause 2 of the Improvements/Additions policy be changed as follows:***

There will be no reimbursement unless Homeswest plans to carry out the improvement as part of upgrade and then only at the estimated value at the time of reimbursement, and subject to the correct approvals being obtained. Proof of installation and/or local government approvals to be provided.

19. ***That Clause 2.2 of the Improvements/Addition policy be changed as follows:***

Any reimbursement must be offset against any outstanding debts to Homeswest unless alternative arrangements to repay these debts have been made and are being maintained. Reimbursement will only be made if funds are available or prior agreement reached.

20. ***That a new Sub-Clause 2.3 be added to the Improvements/Additions policy:***

Any reimbursement will reflect the estimated value of the improvement at the finalisation of the tenancy. (Purchase price less 10% depreciation per annum to apply.)

21. ***That a new Sub-Clause 2.4 be added to the Improvements/Additions policy:***

Any reimbursement will be made at the finalisation of the tenancy subject to the availability of funds. Where funds are unavailable at the finalisation of the tenancy reimbursement shall be made as soon as practicable, but no more than one month after the finalisation of the tenancy.

22. ***That Clause 17 of the Tenancy Management policy be replaced with Clause 1 of the Improvements/Additions policy.***

23. ***That Clause 19 of the Tenancy Management policy be replaced with Clause 2 of the Improvements/Additions policy (as amended).***

HEATING POLICY

24. ***That Clause 1.6 of the Heating Policy be changed as follows:***

Tenants with a debt to Homeswest may be refused the provision of a heating appliance unless alternative arrangements to repay the debt have been made and are being maintained.

TENANT LIABILITY POLICY

25. ***That Clause 1.1 of the Tenant Liability policy be changed as follows:***

Occupied tenant liability is incurred while a tenant is in occupation. When occupied tenant liability is identified on a job order, the reason is to be identified by the Accommodation Manager.

26. ***That Clause 2 of the Tenant Liability policy be changed as follows:***

A Property condition Report (PCR) will be completed when a property is vacated. This will be undertaken on site with the tenant in attendance where Homeswest receives sufficient notice of intention to vacate. Tenant liability will be assessed with reference to all relevant documentation, including the incoming PCR, the outgoing PCR, maintenance records, annual inspection forms and any other evidence. Where possible photographs will be taken to validate tenant liability.

27. ***That Clause 2.1 of the Tenant Liability policy be changed as follows:***

The PCR should be undertaken within one working day where possible. However where this is not possible, (eg. Country area), tenant liability should be identified, where applicable, at the time of inspection. However, see section 2.6 for damage caused by non-household members.

For families, cost will be apportioned according to the number of tenant signatures on the tenancy agreement, although apportionment may vary in cases where domestic violence is involved: see Domestic violence policy.

Examples:

Two signatories – 50%

Three signatories – 33.3%

In order to avoid later misunderstandings, tenants should always be provided with a receipt immediately upon returning the keys.

A tenant, who has not given Homeswest the required 21 days notice of the intention to vacate, will be responsible for any damage to the property if they have abandoned the property or fail to return the keys on vacation until the PCR is undertaken. The Department will take all steps to secure the property once they become aware of the property having been abandoned.

28. ***That Clause 2.6 of the Tenant Liability policy be changed as follows:***

2.6 Damage to the Property

In the case of damage by non-household members or a household member who is not a signatory to the Tenancy Agreement, if this has been the subject of a Police Report, tenant liability may not be charged. Except in the case of damage by children, a Police or Action Report Number will be required for the purpose of making an insurance claim. If the damage has not been reported to the Police, it must be charged to the tenant on a percentage basis. NOTE: the Police do not need to see the damage. A report provided by the Police is all that is required.

Examples:

Vandal damage

Domestic Violence or drunkenness by a partner who is not a signatory to the Tenancy Agreement

Damage by visitors to the property

Damage by unknown persons

29. ***That Clause 2.7 of the Tenant Liability policy be changed as follows:***

Where the tenant is aware of the identity or address of any person/s responsible for the damage, these details must be supplied to Homeswest for the purposes of making an insurance claim. The cost of repairs will be charged to the tenant until this information is received and verified. (See Maintenance Policy- Recoverable Insurance).

30. **That Clause 2.9 of the Tenant Liability policy be changed as follows:**

Where a tenant believes that one signatory to the Tenancy Agreement was responsible for damage and therefore should pay for it, an appeal can be lodged through the Homeswest Appeals Mechanism.

Example:

Drunkenness where it appears that one of the signatories caused a greater portion or all the damage to the property.

31. ***That Clause 2.10 of the Tenant Liability policy be changed as follows:***

2.10 Time Frame

The report of damage must be made as soon as practicable, but within three working days after it has occurred if this is to be used as the basis of an appeal against Tenant Liability. This claim is almost impossible to substantiate in an appeal after some time has elapsed. However, discretion should be exercised in exceptional circumstances, such as:

- Domestic violence
- Hospitalisation

32. **To be included in the Tenancy Management policy Section 24 Ending of Tenancy by Tenant or Homeswest**

24.3 Where tenants have given the 21 days notice under the Residential Tenancies Act (RTA) or arranged a pre vacation inspection the tenant/s is to be offered tip pass where this is made available by Council or advised if applicable of the Councils “mini skip” bin service. All rubbish to be removed from the property and verge or Tenant Liability will be charged.

33. ***That clause 4 of the Tenant Liability policy be changed as follows:***

Occupied and vacated tenant liability.

34. ***That Clause 4.4 of the Tenant Liability policy be changed as follows:***

4.4 Cleaning

Where one or more aspects of a vacated property require heavy cleaning or rubbish removal, the cost of a heavy clean on those aspects will be identified as tenant liability.

NOTE: Trades are responsible for cleaning up after their work is completed. If this is not done, contractors are to be debited for any costs incurred.

35. ***That Clause 4.5 of the Tenant Liability policy be changed as follows:***

4.5 Glazing

Glazing repairs will be identified as either tenant liability or insurance (recoverable or non-recoverable). Exceptions:

- ◆ Bathroom mirrors (re poly or beading) which have deteriorated due to age – this will be charged to maintenance.
- ◆ Shower screens which have cracked for reasons other than negligence or wilful damage by the tenant.

36. ***That Clause 4.7 of the Tenant Liability policy be changed as follows:***

4.7 Plumbing Blockages

Contractors are requested to report the cause of all blockages to ped pans, waste pipes and sewer lines. Where such blockage can be identified as deliberate or negligently caused by the tenant, tenant liability will be charged (eg cutlery, clothing sanitary napkins, cans, bottles).

Where there is proven excessive and unauthorised overcrowding resulting in regular pump-outs of septic/sullage wells, tenant liability will be charged.

37. ***That Clause 4.8 of the Tenant Liability policy be changed as follows:***

4.8 Water or Gas Pipes

Any deliberate or negligent damage to garden taps or underground water or gas pipes caused by the tenant, for instance with a lawn mower, vehicle or by digging etc. will be charged as tenant liability.

38. ***That Clause 4.9 of the Tenant Liability policy be changed as follows:***

4.9 Electrical

- ◆ Where electrical faults are proven to have been caused by tenant's faulty appliances, tenant liability will be charged.
- ◆ Where electrical work has been carried out with permission of the current tenant by an unauthorised person without the appropriate ticket to do the work, tenant liability will be charged.
- ◆ Claims for fusion damage are made under the tenant's household contents policy. However, Homeswest will be responsible for fusion damage that occurs as a consequence of proven faulty wiring or other related electrical problems.
- ◆ Where electrical costs arise from disconnection by Western Power due to non-payment of account, tenant liability will be charged.

39. ***That Clause 4.12 of the Tenant Liability policy be changed as follows:***

4.12 Grounds

- ◆ Any costs associated with mowing of lawns, slashing of long grass or removal of rubbish, including car bodies, will be charged as tenant liability. However, discretion may be applied, for instance in regional areas where grass grows very quickly in certain months.
- ◆ Where Homeswest has landscaped the property, any replacement or repair, to return to original due to neglect, misuse or wilful damage will be charged as tenant liability.

40. ***That the Clause 4.15 of the Tenant Liability policy be changed as follows:***

Lost/stolen keys are tenants' responsibility. Tenant liability will be charged to replace lock, barrel. The Domestic Violence policy should be referred to in situations where domestic violence is suspected to have contributed to damage done.

41. ***That Clause 4.16 of the Tenant Liability policy be changed as follows:***

4.16 Window Cleaning

This item should only be charged as tenant liability in certain cases and should not be an automatic charge, eg.

- ◆ If clean windows are noted on the ingoing PCR and require cleaning again on vacation, then tenant liability should be charged.
- ◆ If the condition of windows is classified as only fair on occupation then tenant liability should not be charged.
- ◆ If the windows are above ground level then tenant liability will not be charged unless accessible by landing/balcony.
- ◆

42. ***That Clause 4.19 of the Tenant Liability policy be changed as follows:***

4.19 Alleged Vandal Damage

In many cases, former tenants claim that the damage is caused by vandals after vacation, but before Homeswest inspection. As such claims tend to be difficult to refute, the PCR has provision for the inspecting officer to indicate his/her response to the following question:

“ Are there any signs of vandal caused damage?”

This will also apply to vandal damage in attending occupied maintenance. The tenant will have made a police report and will be required to supply the Police or Action Report Number.

NOTES:

- ◆ Tenant Liability may not be charged on damage caused by a minor or unknown persons.
- ◆ Tenant Liability will not be charged on damage that occurs after the tenant has handed in the keys to the property
- ◆ If there is a history of damage being caused by a minor or in the case of wilful damage if attributable to lack of supervision Homeswest will charge Tenant Liability. The tenant will be advised in writing that Homeswest may charge Tenant Liability for continued damage.

43. ***That Clause 4.20 (b) of the Tenant Liability policy be changed as follows:***

b) In cases where the tenant has given the required notice and there was a delay of more than one working day between vacation and the PCR being undertaken or where there is alleged damage.

44. ***That Clause 5 of the Tenant Liability policy be changed as follows:***

Factors affecting Tenant Liability Assessment

The assessment made will be solely on the physical situation encountered. The decision not to charge tenant liability based on tenancy factors can be made by the inspecting officer who must clearly document the reasons for concessions granted and have the decision vetted by an independent officer. These factors are as set out in points 5.3 to 5.6 and do not apply to repair of wilful damage, neglect, misuse, heavy cleaning and rubbish removal.

45. ***That sub-clause 5.1 of the Tenant Liability policy be changed as follows:***

When assessing Tenant Liability, accidental damage and also wear and tear must be considered. Tenant Liability will only be charged when there is clear evidence to support the contention that the damage was caused or permitted, deliberately or negligently.

46. ***That Clause 5.5 of the Tenant Liability policy be changed as follows:***

5.5 Medical/Compassionate Grounds

Medical and compassionate consideration should be taken into account in the context of the overall resident and family situation. In general, any tenant liability waived on these grounds will be limited

to those areas where a fully able tenant would and/or family members would be able to rectify the problem. It should not extend to the repair of wilful damage, neglect or misuse.

47. ***That Clause 5.6 of the Tenant Liability policy be changed as follows:***

5.6 Deceased Estates/Removal of Property

Net Debts exceeding \$250 will be considered for recovery from a deceased estate. That is, accrued bond and/or rental credits will be offset against any debt, and where the final debt exceeds \$250 it will be considered for recovery. If it is decided to lodge a claim against a deceased estate, the trustee of the estate must be advised, together with proof of debt.

Co-tenancy: If the estate is part of a co-tenancy, Homeswest will only pursue the surviving tenant for 50% of the debt. However, in the case where the deceased co-tenant is responsible for more than half of the debt, the debt will be apportioned accordingly.

Next of Kin: Next of kin are required to remove the personal belongings of a deceased tenant within 14 days. This time may be extended in special circumstances, at the discretion of regional management.

48. ***That Clause 6 of the Tenant Liability policy be changed as follows:***

Homeswest will use its Appeal Mechanism (HAM) wherever possible to resolve disputes regarding tenant liability. Tenants are encouraged to attempt to resolve their dispute through Homeswest's Appeals Mechanism before going through the Residential Tenancies procedure (for more information about HAM: see Appeals policy).

However, where it is not possible to resolve the dispute through HAM, Homeswest and tenant are able to initiate any action concerning the tenant liability charged under the Residential Tenancies Act, through the Small Disputes Division of the local court nearest the rental property.

49. ***That Clause 6.5 of the Tenant Liability policy be changed as follows:***

Debts should only be referred to a collection agency after the tenant has an opportunity to appeal. If however the debt has gone to a debt collection agency, the agency will be notified once a customer appeals and debt recovery action to cease while the appeal is in progress. Once a client enters a repayment scheme the debt is to be transferred back to Homeswest and the debt discount scheme applied for by the client. See also Vacated Debts.

NEW LIVING – TENANT RELOCATION POLICY

50. ***That Clause 9 of the New Living – Tenant Relocation policy be changed as follows:***

Where a tenant has a debt or breaches to Homeswest, please refer to the Tenancy Management policy.

51. ***That Clause 10.1 of the New Living – Tenant Relocation policy be changed as follows:***

The following items are included and will be indexed. Rates below are as at February 2001.

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Waiving of Rent

As an incentive to relocate, Homeswest may offer tenants up to a maximum of 4 weeks free rent on an alternate Homeswest property.

Extra Incentives to Relocate

Homeswest may offer any, or a combination of the following non-cash inducements up to a maximum value of \$3,000.

- ◆ Floor coverings
- ◆ Window treatments
- ◆ Security installation
- ◆ Landscaping
- ◆ Ceiling fans
- ◆ Brick paving
- ◆ Water Allowance
- ◆ Extra incentives, to be approved by Regional Manager

BOND ASSISTANCE LOAN POLICY

52. ***That Clause 13.1 of the Housing Access Loan (Bond Assistance) policy be changed as follows:***

Further assistance where applicants have a previous Bond debt will be considered provided the applicant makes arrangement to repay the Bond debt/s. All agreements to repay debts must include an explanation and offer of the Debt Discount Scheme.

53. ***That Clause 13.2 of the Housing Access Loan (Bond Assistance) policy and 13.3 be changed as follows:***

13.2 Where the private landlord is terminating a tenancy for which a customer has an existing Bond and they have maintained their repayment agreement they may make further application for another Bond. A new arrangement can be accepted or an existing arrangement may continue at the discretion of Homeswest.

13.3 Application for further assistance where a customer has not maintained their repayment arrangements will be at the discretion of Homeswest. Discretionary approval will be given for further assistance where there are genuine hardship factors, such as homelessness, domestic violence and family separation. However, the applicant will be required to enter into an affordable arrangement to clear the debt. The Manager Customer Service, Assistant Regional Manager, Area Manager, Administration Officer, Regional Manager or Manager Bonds have the delegated authority to approve further assistance.

WATER CONSUMPTION POLICY

54. ***That a new Sub-clause 1.2 be added to the Water Consumption policy.***

1.2 Water consumption proportioning may be considered if a leak or leaks have been reported to Homeswest.

55. ***That a new Sub-clause 2.1 be added to the Water Consumption policy.***

2.1 The tenant must reimburse Homeswest in full within six weeks or by affordable fortnightly installments as agreed to by Homeswest in line with the 30% of accessible income.

POLICY CHANGES SUBSEQUENT TO THE DEBT REVIEW BY RSSC.

Uniform Maintenance Standards

1.8 Swimming pools and fish ponds will be removed and backfilled. Bores and Air conditioners will be retained and made safe but will not be maintained.

1.20 Carpet: Retain if it is basically clean and sound.

Tenant Liability

1.1 Occupied tenant liability is incurred while a tenant is in occupation. When Occupied tenant liability is identified on a job order, a brief statement giving the reason for charging must be included on the job order by the Accommodation Manager or issuing officer.

2.8 To lodge a claim against Recoverable Insurance for property damage caused by a third party the appropriate claim form must be completed and forwarded to the Insurance Section. If the damage is going to be repaired by job order charged to Recoverable Insurance, a police report number and the third parties name and address details will be required.

4.5 Basic Clean s/be medium clean- The removal of any household rubbish from inside the dwelling up to a maximum of .05 of a cubic metre.

4.12 Any costs associated with mowing of lawns, slashing of long grass, cutting edges or removal of rubbish, including car bodies and vehicular tires will be charged as tenant liability.

Job Order policy

1.3 The name of the issuing officer and the name of the Accommodation Manager.

1.4 The description “as necessary or as required” is not to be used.

2.3 Occupied job orders – a budget-overrun warning will display when the occupied budget has been exceeded in each trade category. If budget-overrun warnings are displayed the issuing officer must check the property maintenance history and proceed only if the work relates to essential maintenance health and safety issues.

4.1 The Code is Trade abbreviations. For example, Non Schedule work to a carpenter will be issued as CMAT for material component and CLAB for the labour component, and to a plumber PDMAT and PDLAB etc.

5.1 Example

How the pipes were blocked. If the contractor fails to give a written reason on the job order the job order should be returned to the contractor CNTR.

6.1 A verbal authorisation is not sufficient.

Urgent or priority work, for which procedures are already laid down, may be undertaken.

The contractor without seeking prior authorisation from the issuing officer or region can undertake no additional work or additions to the scheduled item 989. The contractor must note the authorisation number given on the job order.

9.2 Where the contractor identifies any other work, which they believe, should be done (or requested by the tenant), the following procedure will apply.

Where additional work is of a routine nature and for other than the nominated task, the contractor may submit a separate list of such work with the completed job order or seek approval from an authorised Homeswest Officer, to carry out the work.

Where the additional work is of an urgent nature (i.e., presenting a threat to the safety/health of the tenant or to the security/safety of the property), the contractor will make safe and gain approval from an authorised Homeswest officer to carry out further work.

If such approval is given, the contractor must note the authorisation number given on the job order. The officer giving approval must access the job order system to obtain approval number and record the details of the approval amendment.

9.3 Payment will not be made for any unauthorised changes or additions to job orders issued where all of the above procedures have not been followed.

10.3 The only person authorised to sign off job orders for electrical and gas repairs (work sighted) “Y” are electrical and plumbing advisors, qualified electrical or plumbing trades persons or Western Power and Alinta Gas inspectors. All other officers must sign off as “N” (work sighted) and “Y” (account satisfactory). However, all physical checks as set out in guidelines must still be carried out.

10.5 All authorisation requests for minor works when quotes are called manually must be accompanied by;

10.7 Contractors advised in writing whether successful or unsuccessful.

Rent to Income

Absentee Tenant Minimum Rent

12. Tenants required to enter specific supported accommodation will have their rent reduced to the minimum rent of \$10.00 per week for a period of three months.
- 12.1. This is applicable to tenants who are entering into a specific rehabilitation program, respite, nursing home and outpatient treatment where they are required to pay rent or lodgings to another organisation.
- 12.2. Tenants who are escaping Family and Domestic Violence and are residing in a Women’s Refuge will have their application for Absentee Tenant Minimum Rent policy considered after a minimum of seven (7) days in a Women’s Refuge. The tenant must provide documentation to verify that they are residing in a refuge and unable to return to their tenancy. Verification may include letter from the women’s refuge, copy of current violent restraining orders, support letter from the Police Domestic Violence Resource and Referral Centre. The letter must advise the reason why they are unable to return to their property. (Refer to Family & Domestic Violence policy).
- 12.3. Public housing tenants are eligible for Centrelink rent assistance when in supported accommodation.
- 12.4. Tenant file to be placed in “bring up” for review at the end of three months. Minimum rent can be cancelled at any time during the three-month period.
- 12.5. If there are other household members the subsidy is reassessed on their income only and no details are entered for the tenant.
- 12.6. Tenants are to provide supporting documentation verifying that they are entering into a specific program to be entitled to the Absentee Tenant Minimum Rent policy. Should they not remain in the program or are absent from the property for a period that is less than three months Homeswest is to be advised immediately they return to the tenancy and a new subsidy form is to be completed and submitted to Homeswest.
- 12.7. Homeswest is to be advised of relevant contact address and telephone number/s and who will be taking care of the property for the duration of the absence. Homeswest will enter into negotiations with the tenant or nominated person in regard to who will be taking care of the property during the tenant’s absence from the property.

Discretionary Decision Making

3.1 The Officer making the discretionary decision will record the reason/s and what the basis is for the decision. Consider and record all facts relevant and the documentation to be placed on the applicants/tenants file.

Tenancy Management

Policy 6

Definition – Internal of the property free from rubbish, walls and doors undamaged with no holes, premises and fixtures clean. Yards – grass cut, garden maintained and free of rubbish.

Maintenance – Pests

1 Homeswest is responsible for the eradication of:

- Termites
- Singapore ants
- Bees
- Wasps
- Cockroaches, fleas and vermin control in apartments, duplexes, townhouses and pensioner complexes