

THE HAVEN FOUNDATION

RESIDENT RECHARGE POLICY

Policy Summary

The Haven Foundation (THF) is committed to providing residents with properties that are clean, safe and functional.

Residents are responsible for ensuring that any damage to their property is reported to THF through Mind Australia in a timely manner. Timely reporting ensures that properties are adequately maintained and maintenance costs are minimised over the longer term.

Residents are expected to take good care of their property. THF may recharge residents for the cost of repairing damage to a property or undertaking services for which the resident is responsible.

This policy outlines how THF determines a resident recharge and the process to recover the costs from our resident.

Scope

This policy applies to all THF residents.

Policy

THF residents are responsible for reporting any repairs or damage to THF. THF will undertake repairs to ensure that a property is maintained to a clean, safe and functional standard.

After THF has undertaken a repair or service, an assessment will be made as to whom is responsible for the costs.

Resident damage is defined as damage that is the result of the deliberate action or negligence of a resident or visitor.

Not all damage is a result of negligent or deliberate behaviours. Fair wear and tear means damage that happens to a property through ordinary day-to-day use of the property by a resident, for example, carpet becomes worn over time from people walking on it.

THF Responsibilities

THF is responsible to:

- Abide by the terms and conditions of the Residential Tenancy Agreement and ensure that the property is safe, clean and functional

- Conduct a final inspection with the resident and complete a Property Condition Report when the resident vacates the premises
- Collect and record information, including photographs, showing the type of damage to the property and how the damage may have occurred.
- Ensure cost recovery through resident recharges are dealt with transparently and efficiently.
- Provide residents with written notice when THF considers the resident is responsible for repair or service costs. This notice will be provided and recovery action instigated within 90 days.

Residents Responsibilities

Residents are responsible to:

- Abide by the terms and conditions of the Residential Tenancy Agreement.
- Take good care of the property and keep it reasonably clean.
- Tell THF as soon as possible if the property has been damaged.
- Pay any costs for damage that result from deliberate action, mistreatment or negligence of a resident or visitor has been proven.
- Report to the police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or domestic violence
- Rectify any alterations carried out by the resident 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 THF.

Recharge – Types of Damage

The following types of damage or services may incur a resident recharge:

- broken windows
- punctured internal cabinet doors and walls
- burns or other damage to floor coverings that cannot be considered fair wear and tear
- broken and damaged clotheslines and hoists
- broken locks or where keys have not been returned at the end of a tenancy
- damaged/missing doors and security screens
- damage to toilets and basins
- sewer chokes caused by items flushed down the toilet
- any costs associated with the removal of resident property such as furniture, appliances, personal effects or vehicles left behind at the end of the tenancy
- unauthorised or unsatisfactory alterations made to a property
- erroneous call outs, or
- end of tenancy cleaning.

Chargeable Repairs and Services

Below is a summary of the items THF recharges to residents:

Replacement of Keys

If a resident locks themselves out or loses their keys and THF organises a Locksmith, the resident will be recharged for the costs of gaining access and/or for the replacement of the lock(s). THF may consider waiving all or part of these costs if the keys are stolen. Residents should provide a police event number to substantiate this waiver.

Removalists

Residents will be expected to pack their own belongings and ensure that their property is ready for the move. Removalists costs associated with resident initiated transfers will be charged to the resident. This includes box delivery, removal costs and any other associated charges.

Resident Damage/Neglect/Vandalism

Damage to the property that is the resident's responsibility includes:

- damage that is intentional
- failure to prevent damage (neglect)
- failure to keep the premises in a reasonably clean condition, or
- failure to restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear.

Police, Emergency Services Entry

In instances where the police or emergency services are required to gain access to a property, the resident may be invoiced for the cost of any associated damage.

End of Tenancy

Residents are responsible for ensuring that properties are returned to THF in a reasonable condition allowing for fair wear and tear. Residents will be required to pay any costs necessary to make good damage to a property, for end of tenancy cleaning, for removal of any items left behind and for replacement of locks and keys that are not returned. Photographs will be taken of any repairs identified as rechargeable, that show the date the photograph was taken.

Routine Inspections

THF or its agent undertakes routine inspections of properties throughout the year. If staff identify damage, unauthorised alterations or services required to the property, this will be documented and where appropriate works undertaken to fix the damage. Photographs will be taken of any repairs identified as rechargeable, that show the date the photograph was taken.

Missed Appointments

If a resident confirms an appointment with a THF contractor and is not available at the confirmed time, the resident will be charged the cost of the contractor attending.

Resident should note that 24 hours is required for a cancellation of planned works, and no cancellation is accepted for urgent works.

Pest Control

In all THF properties, the resident is responsible for the eradication of pests, including but not limited to rats, cockroaches, bedbugs and fleas if the infestation occurs after the resident has moved in.

In situations where residents do not take reasonable precautions to deal with a pest infestation and as a consequence any neighbouring properties become infested due to the resident's neglect, THF may recharge the resident who neglected their responsibilities.

Determining Responsibility for Resident Damage

To determine who is responsible for the cost of repairing damage to the property THF will:

- Take into account the type of damage and any information concerning liability the resident gives to THF when reporting the damage
- Inspect the premises and document the damage where appropriate
- Discuss the items of damage with the resident and record information the resident or a third party gives THF about the possible cause of the damage
- Take 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
- Take into account damage due to fair wear and tear, which THF are responsible to repair
- Take into account damage due to an emergency situation where there was good cause to believe that the resident's health and wellbeing was at risk
- Consider whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the resident is required to provide evidence
- Consider whether the damage is a result of criminal activity such as domestic violence, break and enter or vandalism.

In circumstances of criminal activity the resident is requested to provide evidence within fourteen (14) days, proving the resident has reported the matter to the police, such as a Police statement or Police Event Number.

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

THF will seek to recoup the cost of repairing the damage from the resident or in certain circumstances, for example where the damage is a result of criminal activity or acts of nature, THF may seek to claim costs through insurance.

Undertaking Repairs

Residents are responsible to arrange for any damage to be repaired or to agree to pay for the work to be carried out by THF. THF will advise the resident in writing or at a property inspection of any works required to return the property to standard.

THF will ensure that the resident is informed when it is identified that repairs are a result of resident damage. In the first instance, the resident will be given the opportunity to arrange for the damage to be repaired or, upon advice from the resident, THF will recharge the cost of carrying out and completing work. The debt associated with the work will be added to the resident's non-rent account under repairs and maintenance.

In the case where a resident damages, makes alterations or modifications to a property that are identified as being dangerous or unsafe, immediate remedial works will be undertaken. This work will be undertaken without providing the opportunity for the resident to undertake rectification

works themselves. Any costs associated with the rectification works will be recharged to the resident.

Repeat or Serious Incidents of Tenant Repair Costs

Where THF has sufficient evidence of repeat or serious incidents of resident-responsible damage, THF may take action to end the tenancy.

Appealing Decisions About Tenant Repair Costs

Residents have the right to dispute resident recharges by lodging an appeal with THF. If the resident disputes liability, THF will suspend the cost recovery process and review the decision.

To do this, the resident can complete either an appeal or complaint form, details of which appear in the THF Complaints Policy. This policy, and information leaflet, is can be downloaded from our website www.havenfoundation.org.au

THF will consider the decision in line with the Complaints policy and may make a decision to either cancel or amend the recharge and advise the resident in writing within 21 days, or uphold the decision to re-charge the repair cost.

If a resident is unhappy with the outcome of an appeal to THF, they can lodge an appeal with the Victorian Civil and Administrative Tribunal (VCAT).

If the repair cost is recharged and is not paid in full by the resident within a specified timeframe, THF may take cost recovery action before VCAT or the local court.

THF acknowledges the policy work undertaken by Bridge Housing in developing this policy.