

Tenant repair policy

Policy

Under the *Residential Tenancies Act 1997*:

- Centacare Evolve Housing (CEH) is responsible for maintaining the tenant's premises to a reasonable standard; and
- the tenant is responsible for the cost of repairs due to intentional damage or neglect that is caused by the tenant or a member of the tenant's household or a visitor who enters the tenant's premises with the tenant's permission.

If the tenant is responsible for damage to the premises and CEH will recover from the tenant the cost of the repairs.

The tenant has the right to appeal.

Responsibilities

What the tenant can expect of CEH:

- To abide by the terms and conditions of the Residential Tenancy Agreement that relate to the landlord's responsibilities.
- To collect and record information about the type and extent of damage to premises and the circumstances under which the damage may have occurred.
- To provide the tenant with written notice when CEH considers the tenant is responsible for Tenant Repair Costs.
- If the tenant disputes liability, to review CEH decision to charge the Repair Costs. CEH will then either:
 - cancel or amend the Tenant Repair Costs and advise the tenant in writing; or
 - take cost recovery action
- Before the tenant vacates the premises, CEH will carry out a final inspection in the tenants presence and complete the Property Condition Report.
- Not to charge Tenant Repair Costs caused by damage that occurs after the tenant provides vacant possession of the premises to CEH.

CEH expect the tenant:

- To abide by the terms and conditions of the Residential Tenancy Agreement.
- To take good care of the premises and keep them reasonably clean.
- To tell us as soon as possible if the premises have been damaged.
- To pay for Tenant Repair Costs.
- To report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or domestic violence.
- When the tenant vacates the premises, to:
 - give 21 days written notice before vacating the premises

- restore the premises to the condition it was in at the start of the tenancy, allowing for fair wear and tear; and
- return the keys to CEH

Process and timeframes

A priority level will be determined with each repair raised, emergencies and loss of essential services will generally be the highest level.

P1 – Used in case of emergency, attended to on the same day within 4 hours

P2 – urgent, attended within 24 hours

P3 – standard repair attended to within 7 days

P4 – nonstandard repair attended to within 14 days

P5 – Non urgent repair attended to within 28 days

Determining responsibility

Damage to the premises that is the tenant's responsibility includes:

- damage that is intentional;
- failure to take care to prevent damage (neglect);
- failure to keep the premises in a reasonably clean condition;
- failure to restore the premises to their condition at the start of the tenancy, after allowing for fair wear and tear;
- intentional damage, or neglect leading to damage, that is caused by any member of the household, pets or any visitor who enters the premises with the tenant's permission.

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

- Take into account the type of damage and any information concerning liability the tenant gave CEH when reporting the damage.
- Inspect the premises and document the damage where appropriate.
- Discuss the items of damage with the tenant and record information the tenant or a third party gives CEH 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 at the start or during the tenancy.
- Take into account damage due to fair wear and tear, which CEH is responsible to repair.
- Take into account damage due to an emergency situation where there was good cause to believe that the tenant's health and well being was at risk.
- Consider whether ill health or inability to maintain the premises has contributed to the damage. For example, if the damage has been caused by children or adults with challenging behaviours, mental illness or disability which could not be reasonably prevented.
- In these circumstances the tenant is required to provide evidence.
- Consider whether the damage is a result of criminal activity such as:
 - Family violence. If the damage is the result of family violence inflicted on the household (except where the tenant is the perpetrator), they should provide

evidence of this so that it can be taken into consideration when determining liability. CEH is committed to reducing the incidence and effects of family violence and encourages people subjected to family violence to speak with Tenancy Officer or a relevant family violence support organisation

- Other criminal activity such as break and enter or vandalism. The tenant is requested to provide evidence that they have reported the matter to the Police, such as a Police statement or Police Event Number.

If CEH considers the tenant responsible for Tenant Repair Costs, a letter will be sent to the tenant stating:

- the nature of the repairs.
- that CEH requires the tenant to pay for the repair costs in accordance with the residential tenancies act
- That the tenant can accept liability by signing and returning the Notice of Liability within 14 days of receipt (included with letter)
- That the tenant can dispute liability by telling CEH immediately and providing written reasons.
- That if the tenant disputes liability CEH will stop sending letters requesting payment and review the decision that the tenant is responsible for the damage.
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Vacating Tenants

Before vacating, the tenant must restore the premises to the condition it was in at the start of the tenancy, allowing for fair wear and tear. This includes cleaning, rubbish removal and the non-abandonment of goods, including furniture and vehicles. Before vacating, CEH must carry out a final inspection in the presence of the tenant and complete a final Property Condition Report. Once the tenant has returned the keys to CEH and provided vacant possession, the tenant is no longer responsible for damage that occurs after that. It is the tenant who is responsible for returning the keys to CEH, not the neighbours or another third party.

The tenant must give CEH 21 days written notice before vacating if the tenant has a continuous tenancy. This allows CEH time to complete the Property Condition Report. This will establish whether there is any unrepaired damage and will enable the tenant and CEH to agree on who is responsible for the damage.

If the tenant abandons the premises or fails to return the keys, CEH will obtain possession of the premises and assess its condition. If CEH obtains sufficient evidence that the tenant is responsible for damage that goes beyond fair wear and tear, action may be taken at the magistrate court of Tasmania.

After hours

CEH offer an afterhours repairs service for emergencies. When reporting an emergency repair CEH contractors will conduct a phone assessment to determine whether the item needs to be attended to immediately. If the property is deemed uninhabitable, The State Manager, Housing Services will source emergency accommodation.

Examples of emergency repairs include:-

- Burst water service
- Dangerous electrical fault

- Gas leak
- Serious flooding or roof leak
- Serious storm or fire damage
- Failure of essential service

Internal Reviews

The tenant may request a review of a CEH decision:

- to charge Tenant Repair Costs;
- not to waive Tenant Repair Costs on the grounds of ill health, family violence or the criminal activity of a third party If a person disputes the review decision,.