



Murray Valley Aboriginal Cooperative

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Murray Valley Aboriginal Cooperative

HOUSING TENANCY MANUAL

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1. Eligibility and Allocation Policy

Purpose

The purpose of this policy is to detail:

- who is eligible for social housing, affordable housing and MVAC housing portfolio owned or managed by MVAC; and
- how MVAC allocates vacant properties.

Scope

This policy does apply to the following housing programs managed by MVAC.

Housing program	Approach of MVAC is set out in:
Social Housing	VHR Operational Guidelines & MVAC Local Criteria
Affordable Housing	Victorian Affordable Income and MVAC Criteria
MVAC Housing	MVAC Internal Board-Approved Eligibility Criteria

Guiding principles

The Murray Valley Aboriginal Corporation (MVAC) has a range of homes for rental in Robinvale and surrounding districts. MVAC provides long-term, secure housing to Aboriginal people in need in line with its charitable purpose, vision and values.

MVAC seeks to achieve its vision through the provision of housing services which enhance the dignity of clients and renters and which respects and celebrates their cultural beliefs, values and practices. Connection to community and culture is at the heart of everything that MVAC does.

MVAC has designed this Policy so that its practice and service delivery is in accord with this cultural statement.

In applying this policy MVAC will:

- provide clear to applicants and the community regarding who is eligible for MVAC properties;
- match applicants with properties that meet their housing eligibility, needs and preferences;
- allocate vacancies in a timely and efficient manner;
- follow a consistent, fair, and accountable process;
- provide renters and applicants with information about this policy and how MVAC is applying it in their circumstances; and
- consider the individual circumstances of renters, households and their kin.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- manage its housing portfolio fairly, appropriately and efficiently, in light of the significant need for housing in the community; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

How to Contact MVAC

- Telephone: 1800 966 111
- Online: <https://www.mvac.org.au/feedback-complaints>;
- Email: info@mvac.org.au
- Post: To housing officer at 87 Latje Road, Robinvale VIC 3549
- In person: Admin Building at 87 Latje Road, Robinvale VIC 3549

Online request form

Online request forms for general complaints are available on the MVAC website at this link <https://www.mvac.org.au/feedback-complaints>

Or can download “MyMVAC” Apps from the App Store at:

<https://apps.apple.com/au/app/my-mvac-app/id6474115327>

For specific Housing Repair, Maintenance and Complaints will be available on the MVAC website and also in “MyMVAC” apps soon.

Policy Statement

Stream 1: Social Housing (Keep Current VHR Rules): applicants must meet the Victorian Housing Register (VHR) criteria managed by the DFFH.

Stream 2: Affordable Housing: Affordable Housing does not strictly require a VHR application. Eligibility is instead determined by the Victorian Government's income and asset thresholds for affordable housing (which are typically higher than social housing limits).

Stream 3: MVAC Housing: the current housing stocks are exempt from specific registrar/VHR reporting requirements based on BOD/organisational strategy. The specific community, heritage, or local criteria used to allocate this independent stream.

Eligibility

Generally for all three streams, applicants seeking long term social housing with MVAC must:

- meet the additional criteria of MVAC set out in this policy such as:
- must be an active member of the MVAC (i.e. participate in programs, utilise MVAC Health Services, attend Annual general Meetings, attend community meetings and/or functions, etc).
- must be on the current housing list.
- all applicants must live in the area for at least 12 months prior to receiving a rental house. If the applicant moves away, they will need to re-apply for a rental house, following the same procedures outlined below.

VHR Eligibility requirements

The VHR is managed by the Department of Families, Fairness and Housing (DFFH), on behalf of all social housing participating agencies, and provides a single point of entry to social housing in Victoria.

MVAC staff can assist people to apply for social housing and to help them understand if they are eligible.

Generally, an applicant must meet the following criteria to be eligible for an allocation of a tenancy in social housing from the Register:

- proof of identity
- Australian citizen or Permanent resident
- Victorian resident
- income eligibility – current limits can be found at
- asset eligibility

Current income and asset eligibility limits can be found at:

<https://www.housing.vic.gov.au/social-housing-eligibility>

The VHR's eligibility criteria are set out in the publicly available Eligibility Policy Framework and Operational Guidelines. These can be found here:

<https://fac.dffh.vic.gov.au/eligibility-criteria-0>

Additional eligibility requirements

In addition to the requirements, MVAC applies the following additional eligibility requirements for all three streams :

Additional eligibility requirement	Explanation of how the requirement applies	Can MVAC waive this criteria?
Confirmation of Aboriginality for at least one permanent household member.	Aboriginal identity can be confirmed in a few ways. These may include: • provision of a Certificate of Aboriginality from a recognised Aboriginal community organisation; or • some other form of documentation that satisfies MVAC that the applicant/household member is an Aboriginal person.	As MVAC is an Aboriginal Community Controlled Organisation, delivering services to Aboriginal people, evidence of Aboriginality for at least one household member must be provided prior to an offer of a MVAC property.
The applicant has paid any outstanding charges with MVAC	Outstanding charges are those which are legally recoverable (even if MVAC is not taking steps to recover them) and include both rental arrears and maintenance debts.	MVAC may waive these requirements in certain circumstances, for example if the applicant and their household are at risk of family violence and/or would be at risk of physical harm without the housing allocation.
During the previous 12 months, the applicant(s) and/or household member(s) were not evicted as a renter of a MVAC property for non-arrears tenancy breaches	This is where MVAC has: • obtained an Order for Possession for a non-arrears tenancy breach, such as serious nuisance or illegal use of premises; or • issued an Immediate Notice to Vacate for dangerous behaviour	

	or malicious damage, and either an Order of Possession was granted or the case was not heard at VCAT as the renter vacated prior to the hearing date.	
The applicant meets the minimum age requirements	Generally, applicants for MVAC housing must be 18 years and over. For applicants 17 years or younger, the applicant's guardian is required to sign the residential rental agreement with the applicant/s, or on behalf of the applicant/s.	MVAC will only offer housing to applicants 17 years of age or younger in exceptional circumstances (for example, in connection with child protection arrangements)

Decisions in respect of the above should be made by MVAC Board of Directors.

Allocation via the Victorian Housing Register

The VHR is a single register for all Victorian social housing applications, managed by DFFH in line with the publicly available Operational Guidelines. The full set of Operational Guidelines can be found here: <https://fac.dffh.vic.gov.au/victorian-housing-register>

Allocations may include new applicants or renters/residents who have been approved for transfer from an existing social housing property. Once an applicant has been found via the VHR they will be required to confirm their eligibility and property requirements prior to an offer being made.

The VHR has two categories:

- **Priority Access:** for applicants most in need of housing; and
- **Register of Interest:** for applicants who do not meet the priority access criteria but are eligible and seeking to live in social housing.

Category		Description	Application type
Priority	Emergency Management Housing	For people whose housing is no longer safe or habitable, due to an emergency, for example, a bushfire, flood or storm.	New and Transfer Application
	Priority Transfers	For existing public or community housing renters who require relocation due to the current property being unsafe or unsuitable, is to be sold, redeveloped, or better utilised.	Transfer
	Homeless with Support	People who are homeless and receiving support. Applications are lodged by support workers.	New Application
	Supported Housing	For households who need a home with major disability modifications, or that receive independent living assistance or care for: Aged care	New Application

		Disability, including through the National Disability Insurance Scheme Acquired brain injury Mental health or Children, youth and families programs. Applications are lodged by support workers.	
	Special Housing Needs	The special housing needs category helps individuals or families whose housing has become unsuitable and who have no other housing options. Reasons applicants might apply under this category include: Insecure housing Inappropriate housing Unsafe housing Urgent medical need.	New Application
	Special Housing Needs aged 55 and over	For singles or couples aged 55 years and over who are not eligible for the other priority access categories.	New Application
Register of Interest		For all other applicants who meet the eligibility criteria for the VHR but do satisfy the additional priority access criteria.	Transfer or New applications

Allocation

Matching applicants to vacancies

MVAC will match applicants to vacant properties to ensure an allocation:

- Is the right size for the applicant's household (see bedroom size guide below);
- Is in an area consistent with that of the applicant's needs;
- Assists the applicant to access education, employment or any support services that they may need;
- Makes the best use of housing stock owned or managed by MVAC;
- Encourages a sustainable tenancy; and
- Meets any required needs of the applicant, such as modifications for people with a physical disability or mobility impairment.

MVAC aims to make sure that properties with specific features that are in high demand and short supply are only allocated to those applicants who need them, including:

- Properties that are suitable for older people;
- Properties that have been built or modified to meet the needs of people with a disability;
- Properties on the ground floor;
- Properties with level access;
- Properties with a yard/garden;
- Where the applicant has a pet, properties that are suitable for pets. MVAC asks applicants if they own a pet in order to assess if the allocation is suitable to them. Some properties may not be suitable because of owners' corporation rules.

MVAC will ask applicants to provide reasonable evidence to substantiate any particular requirements if this is not contained in a VHR application.

When a property becomes available, MVAC contacts applicants on the VHR reviews them to determine their suitability and to ensure the property meets the needs of the applicant.

Allocation by need

MVAC aims to optimise the use of the rental properties that it owns. AHV targets its housing services to those in greatest need. MVAC has only limited properties. In circumstances where MVAC may have no homes suitable to an applicant in high need but does have properties with more or less bedrooms, MVAC will discuss this with the applicant during the allocation process. For example, a single person may be allocated a two-bedroom home should they be in greatest need and no one bedroom properties exist in the area.

Supporting sustainable and harmonious communities

Despite the above, MVAC may adopt different strategies in allocation in response to:

- Urgent transfers where a MVAC property is uninhabitable due to fire, flood etc;
- A high concentration of public and community housing stock in a particular area;
- A high concentration of renters with multiple health, social or economic issues in a particular area or building;
- Existing tenancy management issues (or a potential for them to develop);
- Existing neighbourhood tensions or disputes which may be exacerbated if allocations are not sensitively handled; and
- A mismatch of supply and demand making the property hard to let.

Minimum Bedroom size

The table below shows the minimum bedroom entitlement per household, as set out by the Department of Families, Fairness and Housing (DFFH).

Household Members	Description	Bedroom/s required
Single person or couple		One bedroom
Additional resident over 18 years of age		One bedroom
1 child younger than 18 years of age		One bedroom
2 children under 18 years of age	2 children of same gender 2 children of different genders	One bedroom Two bedrooms
3 children under 18 years of age	3 children of same gender 2 children of same gender and 1 of a different gender	Two bedrooms Two bedrooms
4 children under 18 years of age	4 children of same gender 2 children of each gender 3 children of same gender and 1 of a different gender	Two bedrooms Two bedrooms Three bedrooms
5 children under 18 years of age	any combination	Three bedrooms
6 children or more under 18 years of age	6 children of same gender 4 children of same gender and 2 of different genders any other combination	Three bedrooms Three bedrooms Four bedrooms

To calculate the total number of bedrooms for each household, the number of bedrooms per grouping is added together (e.g., a single adult with 1 child under 18 years would be entitled to 2 bedrooms, whereas a couple with 3 children under 18 years of age, 2 children of one gender and 1 child of another gender would be entitled to three bedrooms.)

Carers

Carers who live with the applicant on a permanent basis and are eligible for MVAC housing should be included on the application. Carers who live with the applicant on a permanent basis but are ineligible for housing should also include on the application. Following allocation of a MVAC property, ineligible carers will only be able to be household members and cannot be given tenancy status. If the applicant leaves the property, the carer/resident will also be required to leave. Rostered attendant carers are not included as residents on the application. MVAC will seek to offer an extra bedroom to applicants who require full time live-in care.

Referrals from support providers

MVAC may have arrangements with support providers under which the support provider may nominate tenants to particular homes. These arrangements are in writing and they typically stipulate the way in which the vacancy will be allocated. All applicants referred to MVAC by the support agency under such arrangements will have a current VHR priority application.

Offers of housing

Eligible applicants are considered by an allocations panel of MVAC Board of Directors (being comprised of the BOD member and housing officer that manages the tenancy, and other relevant staff) who will make the final decision on which applicant/s will be given an offer of accommodation.

2. Rent Policy

Purpose

The purpose of this policy is to outline how MVAC determines rent for renters in three streams housing, specifically:

- How MVAC calculates rent;
- What information renters need to provide MVAC;
- Renters' rights and responsibilities in relation to rent;
- How MVAC can change rent;
- What happens if renters miss paying rent.

MVAC will determine the following before a tenancy offer is made:

- Approach to rent that applies to the property; and
- Approach to the affordability of rent is appropriate and sustainable for that household.

In applying this policy MVAC will:

- set rent in accordance with established affordability benchmarks; Rental rates for MVAC housing stock are set annually by the Board.
- Current rents commence at approximately 25% less than market rate for residential houses, depending on the condition of the property. Consideration is given to the level of household income, which is subject to means testing and verified by Centrelink or employers. (Planned Elders flats/units or bungalows would be priced appropriately in the future).
- The Board of Directors meets regularly to oversee the Housing Program.
- The Board of Directors works closely with the Housing Officer to ensure all housing issues are dealt with correctly.

- The Board of Directors monitors all rental arrears ensuring that appropriate steps are taken when tenants accrue arrears.
- clearly communicate to applicants and renters on how it sets and reviews rent, and make this information available in a variety of formats;
- respond to changes in household circumstances appropriately to prevent undue hardship;
- where tenancies are at risk, provide and broker support as early as possible to attempt to rectify any issues;
- follow consistent, fair, and accountable processes;
- provide renters with information about processes that impact their tenancy;
- consider the individual circumstances of renters, households and their kin.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- treat all renters consistently so that all households that benefit from housing make a fair and reasonable contribution to its management and maintenance; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy Statement

Communication

MVAC will provide clear information to renters on how MVAC has determined their rent and will inform renters of their right to have their rent calculation reviewed:

- at the start of the tenancy;
- when giving notice of a rent review;
- upon request.

To assist renters to feel confident and in control of their renting experience, MVAC will ensure that:

- renters understand their responsibility to report changes to their income and household circumstances;
- renters understand their right to request reviews of how their rent was calculated or set;
- MVAC communicates with renters when their rent, or this policy, might change; and
- MVAC helps renters to understand this policy.

Housing Program Rental

MVAC will:

- MVAC sets rent based on household income to ensure affordability. Rent is set at no more than 30% of total gross assessable household income for the household. Commonwealth Rent Assistance (CRA) is excluded from the calculation of household income for rent-setting purposes.

- Where 30% of gross assessable household income exceeds 75% of the market rent for the property, MVAC charges the lower amount. The Board of Directors may set rents at a lower percentage of income where it determines this is appropriate to support affordability for the household, having regard to the condition and location of the property
- Your rental amount will be reviewed annually.
- Calculate the amount of rent payable each weekly.

There are certain types of income that are not assessed in the rent calculation, for example, AusStudy loan or Carers Allowance. In assessing income, MVAC adopts a reasonable approach and has regard to operational guidelines published by DFFH (see the *Rent setting and rebate operational guideline - Assessable incomes*). This guideline can be found here: <https://providers.dffh.vic.gov.au/rent-setting-and-rebate-operational-guideline-assessable-income>

Renters can request a review of this calculation

All renters have the right to ask MVAC to review their rent calculation and to provide a further explanation of how the amount they pay was reached. This may include MVAC asking the renter for further information. MVAC will carry out this review promptly. While this review is underway, MVAC will generally not take any further steps to recover arrears of rent.

Providing information about household income

Renters and applicants are obliged to provide to MVAC reasonable evidence that establishes their total household income:

- before being offered a tenancy with MVAC; and
- when MVAC carries out an annual rent review.

Household members in receipt of a Centrelink payment may authorise MVAC staff to access their relevant income and household composition information from Centrelink. However, it is up to individuals to decide to give this consent or not.

Annual rent reviews

MVAC will advise renters in writing before the next rent review happens. MVAC undertakes an annual rent review to ensure that rents are set at an appropriate level for each household. MVAC provides Notice of Rent Increase to all renters of changes to the market rent and the subsequent change to the maximum rent. A change to the market rent may or may not result in a change to the income-based rent for an individual household.

Rents are fixed for a 12-month period, except in circumstances where a household has a reduction in total assessable household income (see below).

What happens if household income changes?

An increase in household income during the fixed rent period will not result in a reassessment of the rent until the annual rent review.

If a household's income decreases at any time, for example because:

- the household changes (i.e. someone moves out);

- a household member loses or changes employment; or
- Centrelink payments change,

then the renter should notify MVAC immediately.

Where there has been a reduction in total assessable household income, MVAC will re-assess the income-based rent to reflect the new household income. The new rent will apply until the next annual rent review.

MVAC will backdate the change to the rent to the date of the change in circumstances so long as the renter submits all required documentation within 28 days after the change of circumstances. Any extension to this period needs approval from the [BOD Members].

What happens if renters don't provide their household income information?

Income details are required in order for MVAC to assess eligibility for a reduction to the market-based rent amount.

If when requested as part of an annual rent review, a renter does not provide sufficient evidence of income, or provides false or misleading information:

- MVAC cannot determine the income-based rent; and
- MVAC may charge the renter a market-based rent.

Charging a market-based rental in these circumstances is not [MVAC's] preference. MVAC staff will make multiple attempts to contact the renter about the missing information, and will also contact support workers where the renter has consented to this.

If a renter subsequently provides information about reduced household income after a rent review, changes will only take effect on and from the date the renter contacted MVAC and provided reasonable details of the household income. Any further back-dating of this change needs approval from the [BOD Members].

Additional property costs for some properties

MVAC may charge additional property related costs for some shared services and facilities including:

- Electricity;
- Gas;
- Water;
- Central heating;
- Laundry;
- Other services or facilities made available to the resident or renter.

Additional Property Cost

Where a property has services such as water, central heating, laundry, or utility services, MVAC adds an amount to the income-based rent calculation to cover these costs. These costs are included in the rent payable figure shown on the rental agreement. This amount will not change until there is a rent review in [12 months] time.

Renter no longer eligible

If the renter no longer is eligible for housing with MVAC, then MVAC may at its discretion increase rent to market-based rent.

If renters miss paying rent

Renters must pay rent on time, or they will be in breach of their rental agreement. See the [Arrears Management Policy] for further details.

There are options if renters have difficulty paying rent

MVAC will work with renters to understand their rental payment challenges and how they might be addressed. Renters should speak to their tenancy manager if they are concerned that they won't be able to make their next rent payment or their rental debt.

3. Arrears Management Policy

Purpose

The purpose of this policy is to outline the policy of MVAC for:

- preventing and managing rental arrears and
- sustaining tenancies for renters who are in arrears of rent.

MVAC sets affordable rents in accordance with its [Rent Policy]. Rent that MVAC receives from its renters is crucial to MVAC being able to maintain homes, provide a good service to renters and grow the homes it has under its ownership or management.

In applying this policy MVAC will:

- provide clear communication to renters about their obligation to pay rent;
- provide renters with timely and accurate information about their rent and other debt accounts;
- seek to address non-payment of rent as early as possible to minimise rent arrears and support renters to sustain their tenancy;
- refer renters to appropriate support services, including financial counselling, to address any underlying issues that are the cause of late payment of rent;
- ensure that eviction for non-payment of rent is a measure of last resort;
- follow consistent, fair, and accountable processes;
- provide renters with information about processes that impact their tenancy;
- give proper consideration to the human rights of renters that may be impacted by decisions around evictions, in accordance with the Charter of Human Rights and Responsibilities;

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- comply with the RTA in relation to rent;
- meet all of its other contractual, legal and regulatory duties;
- treat all renters consistently so that all households that benefit from housing make a fair and reasonable contribution to its management and maintenance; and

- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy Statement

Managing rent arrears

MVAC aims to support all renters to meet their rent payment obligations in a way that minimises rental debt and supports renters to sustain their tenancy.

MVAC aims to achieve early intervention and to support renters to prevent the escalation of rental arrears. In addition to protecting [MVAC's] revenue base, this approach maximises the opportunities for renters to re-establish regular payment patterns and to repay arrears before their debts become too large to manage.

At commencement of a tenancy, MVAC provides renters with information on:

- the weekly rent payment amount, including any rebate calculation, and service charges (see [Rent Policy]);
- how to make a rent payment and
- how to contact MVAC if there are any issues with making a rent payment by the due date.

As part of signing the residential rental agreement, MVAC encourages applicants receiving Centrelink payments to utilise automatic deduction of their rent payments via Centrepay. MVAC staff will advise renters that they can withdraw from the scheme at any time.

MVAC will offer renters who do not receive a Centrelink income or are not eligible to make payments via Centrepay alternate methods to make their rental payments. MVAC staff monitor rental accounts on a weekly basis to promptly identify rent arrears. In the first instance, and where there is less than 14 days in rent owing, MVAC staff contact renters as soon as possible to remind them about their missed rent payment. Contact methods may include by:

- Letter;
- SMS;
- Phone call;
- Email.

Where a renter has given consent, MVAC staff will engage any supports (formal or informal) about the rental arrears to support early intervention and so that others who support the renter to sustain their tenancy are aware of the issues that may put the tenancy at risk. As it is often the case that rental arrears go along with other financial issues (e.g. personal debt or issues managing other household needs and costs), referral to community-based financial services is essential.

Face to face contact between the renter and MVAC staff is essential for contacting renters about rent arrears, as renters may not always read or understand letter and other messages.

Repayment agreements (local agreements)

MVAC provides renters with the option to pay the arrears in full, or to enter into a repayment agreement (local agreement) to pay the arrears at agreed instalments.

MVAC works to resolve cases of rent arrears directly with renters, through the negotiation of local agreements. This is a more cost-effective approach. Local agreements also avoid the need for renters to attend a Victorian Civil and Administrative Tribunal (VCAT) hearing which can be an intimidating experience for some Aboriginal people who may have experienced negative contact with the justice system, either directly or within their extended family and community. There is no restriction on the number of local agreements that MVAC can negotiate where the renter's account is less than 14 days in arrears.

If a renter does not maintain payments as required in the local agreement and their account is more than 14 days in arrears, a second local agreement may be negotiated, subject to the renter's agreement to pay their rent and arrears via Centrepay, if they are in receipt of a Centrelink payment. Where MVAC and a renter agree to a repayment agreement, MVAC provides the renter with a copy of the signed agreement, the repayment schedule, and the final payment due date. If renters fail to comply with the terms of the repayment agreement, MVAC will contact the renter/s and will consider options for escalating repayment actions.

Notices to vacate

Where an agreement cannot be reached, or the renter refuses to communicate with MVAC, and rent arrears exceeds 14 days, the housing manager in consultation with a [BOD Member] may decide to issue a Notice to Vacate for rent arrears. The primary purpose of this Notice to Vacate is tenancy sustainment and not for the renter to leave their home. MVAC uses this formal notice to engage the processes available under the RTA and in VCAT to ensure that the renter addresses the rental arrears. MVAC staff will clearly communicate this to renters at all times.

Applications to VCAT

At the expiry of the Notice to Vacate, if there is no agreement with the renter regarding repayment, MVAC may begin the Victorian Civil and Administrative Tribunal (VCAT) process to apply for a Possession Order.

Similar to the Notice to Vacate, the primary purpose of this step is to engage the formal process under the RTA; to emphasise the seriousness of the matter, seek to prevent further arrears accruing and to have the renter repay the arrears.

Following the Notice to Vacate and application to VCAT, MVAC will continue to attempt to contact the renter to seek entering into a repayment agreement and to refer the renter to appropriate support services. If there is an agreement, MVAC may seek for the repayment agreements to become the subject of a VCAT order.

Where arrears remain at the end of a tenancy, MVAC will seek to claim compensation from any bond amount held by the Residential Tenancies Bond Authority (RTBA) and/or a VCAT compensation order.

If VCAT makes a Possession Order, then only after having exhausted all reasonable options for the repayment of arrears will MVAC apply for a Warrant of Possession. See the [Ending Tenancies Policy] for further information about the matters MVAC considers when applying this Policy.

Debt waiver

MVAC will negotiate with renters in over 12 weeks of arrears to agree to lump sum contributions and a payment plan which would then be met with a co-contribution (via debt write off) by MVAC, under the following circumstances:

- An agreement with the renter to a rental arrears repayment plan over a fixed term of no more than 6 months;
- The rental arrears would be waived at the conclusion of the plan on the renter achieving significant progress toward their rental arrears target in the plan

The value of any offer by MVAC to partially retire debt will not exceed one third of the total arrears outstanding, and will only be available in circumstances where repayment of the remaining two thirds of the debt has been achieved, either by the renter directly, or by a combination of renter repayments and a financial contribution by a community agency.

Financial hardship

MVAC recognises there are circumstances where a household may face difficulties that lead to non-payment of rent. These circumstances will be assessed on a case-by-case basis in accordance with [Financial Hardship and Temporary Absences Policy].

Support services

When responding to arrears, staff will assess if appropriate support services may assist renters to remedy their arrears and sustain their tenancy.

This may include referrals to:

- Community legal centres;
- Specialist tenancy support and advocacy services;
- Financial counselling services;
- Community based mental health services; or
- Disability support services.

Disputed arrears

If a renter disputes that their rental account is in arrears, MVAC will:

- Review the account, taking into consideration any information provided by the renter;
- Provide the renter with a rent account statement outlining rental charges and payments;
- Offer to meet with the renter to discuss the account.

MVAC handles disputes about how rent has been calculated in accordance with its [Complaints Policy]. In general, MVAC will not seek to enforce VCAT orders while there remains a dispute about rent that has not been resolved.

4. Financial Hardship & Temporary Absence Policy

Purpose

The purpose of this policy is to outline how MVAC aids renters experiencing significant financial hardship. This includes hardship where renters are required to be temporarily absent from their property and special consideration is required to help sustain their tenancy.

MVAC has designed this Policy so that its practice and service delivery is in accord with this cultural statement. MVAC sets rents which are affordable for households based on gross household income. Where circumstances change and there is an ongoing reduction in household income, renters may seek a rent review. For more information see the [Rent Policy].

In special circumstances where renters face financial hardship that places their tenancy at risk and they are unable to meet their rental obligations, MVAC will consider applying a temporary reduction in rent.

In applying this policy MVAC will:

- treat renters experiencing financial hardship with sensitivity;
- intervene as early as possible to attempt to rectify any issues where a tenancy is at risk;
- follow a consistent, fair, and accountable process ;
- provide renters with information about processes that impact their tenancy;
- give proper consideration to the human rights of renters under the Charter of Human Rights and Responsibilities;
- respond to matters that may be family violence related in a way that is trauma informed and promotes the wellbeing and safety of renters and their families.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- manage its housing portfolio fairly, appropriately and efficiently, in light of the significant need for housing in the community;
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy statement

Financial hardship

Financial hardship occurs when a renter is unable to pay their rent without impacting on their ability to meet their basic living needs. This may be due to:

- Unavoidable and significant new or increased expenses (e.g. non-PBS medications or hire of expensive medical equipment where no external funding such as NDIS is available);
- Family violence;
- A medical emergency;
- A temporary and unexpected reduction in income;
- Natural disasters such as bushfires or flood;
- Incarceration;
- Other significant and unexpected financial circumstances.

Temporary absence

A temporary absence is when a renter is required to be absent from their property for a short period of time, generally from [6] weeks up to a maximum of [12] weeks. In exceptional circumstances, the period of absence may be extended beyond [12] weeks, with the approval of [BOD Members].

Where a renter is required to pay for temporary accommodation (e.g. respite, rehabilitation and nursing homes) or will not have access to their regular statutory income (e.g. prison) they can apply for a reduction to the weekly rent amount payable.

Holidays are not considered a temporary absence and are not covered by this policy; rent must still be paid during absence due to a holiday.

Application for hardship or temporary absence

Renters must inform MVAC as soon as their circumstances change. MVAC has published a form that renters can use to apply for hardship or temporary absence, which it encourages renters to use so that they provide all the relevant information. However, renters do not have to use this form, and MVAC will support renters to apply for hardship or temporary absence in a way that suits the renter's communication needs.

Financial hardship Support

Renters seeking support from MVAC for financial hardship must also provide adequate evidence that shows:

- how the hardship occurred;
- how the hardship impacts the renter's ability to pay rent;
- when the hardship began; and
- how long it is expected to continue.

Types of evidence include:

- Letters from support services or financial counsellors;
- Confirmation of loss of income, such as a separation certificate from an employer;
- Any other evidence of financial hardship;

Temporary absence

Renters seeking support for temporary absence must provide:

- The start and end date of the temporary absence;
- Confirmation of payment of fees;
- Confirmation they will not be receiving their regular statutory income.

Renters are encouraged to notify MVAC of a temporary absence as soon as possible and will be given [4] weeks to provide documentation in support of their temporary absence. During that time, MVAC will not take steps to issue a notice to vacate for rent arrears and will backdate any support or temporary absence to the date the notification was received.

Referrals

Where a renter has already engaged with a financial counselling service or support service, they should provide to MVAC financial plans or assistance as evidence to support an application for hardship.

Where financial support is not already in place, MVAC will support renters to engage with services that can assist to stabilise their circumstances such as financial counselling services or other support services. MVAC will assist the renter with referrals to these services.

MVAC will work with the renter and their support service to ensure the renter is receiving any commonwealth assistance that they are eligible for such as Centrelink benefits, rent assistance and concession cards.

See for a list of advocates and supports that may be able to assist in these circumstances.

Assessment and outcomes

MVAC will assess applications for hardship on a case-by-case basis, based on the information and evidence provided in the application, with consideration given to the renter's human rights.

MVAC will advise the renter of the outcome in writing within [7] days.

MVAC's Assessment includes (but is not limited to):

- Whether the renter is absent due to special circumstances;
- Any previous temporary absence period or hardship support, including frequent temporary absences (excluding special circumstances);
- Renter or household history, including any complex tenancy issues;
- The involvement of other programs, for example child protection;
- Any renter or household issues relevant to the decision;
- Evidence of unexpected and significant additional financial costs;
- Evidence of significant medical costs not covered by external funding;
- Approximate length of incarceration with the aim of avoiding renters exiting prison into homelessness.

In line with human rights considerations under the Charter of Human Rights and Responsibilities, the renter and their household's human rights may be impacted by a decision. MVAC will take into consideration the individual circumstances and consequences for the household which may result from the proposed action. This may include, for example, whether non-approval create severe hardship for the household, negatively impact the family unit, their ability to practice their culture and religion, impact their mental health or result in an eviction in homelessness.

Rent reduction

Where significant hardship has been established (either financial hardship or hardship due to temporary absence), MVAC may reduce rental payments for an agreed period.

Where a renter is temporarily absent due to one of the special circumstances outlined in this policy and there are remaining renter(s) and/or household members at the property, MVAC will reassess a household's rental subsidy entitlement on the income of the remaining renter(s) and any other remaining household members in accordance with the [Rent Policy].

Where a person moves into the property to care for children while the parent is temporarily absent, and the person can demonstrate their usual place of residence is elsewhere, the income of the person caring for the children is not included in the calculation of rent for the household.

Longer absences

Where a renter is absent for longer than 12 weeks, and an extension has not been approved, MVAC may take action to regain possession of the property.

5. Repair & Maintenance Policy

Purpose

The purpose of this policy is to outline MVAC's approach to managing property repairs and maintenance.

In applying this policy MVAC will:

- ensure MVAC properties are safe, secure and maintained in good repair and fit for use;
- deliver an effective, timely and good quality maintenance service to renters;
- act to ensure the long-term viability of [MVAC's] housing assets;
- provide renters with information about this policy and how MVAC is applying it in their circumstances;
- consider the individual circumstances of renters, households and their kin; and
- respond to matters that may be family violence related, that is trauma informed and promotes the safety and wellbeing of renters and their families.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- ensure a safe working environment for its staff and contractors;
- make best use of limited housing resources;
- manage its housing portfolio fairly, appropriately and efficiently, in light of the significant need for housing in the community;
- manage its assets in a way that ensures suitable properties are available now and into the future;
- treat all renters consistently so that all households that benefit from housing make a fair and reasonable contribution to its management and maintenance;
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy Statement

Minimum rental standards

The Residential Tenancies Act 1997 (Vic) (RTA) and the Residential Tenancies Regulations 2021 (Schedule 4) outline the minimum standards for rental properties in Victoria. The standards are also summarised by [Consumer Affairs Victoria](#). They cover the following areas:

- Locks;
- Vermin proof bins;
- Toilets;
- Bathroom facilities;
- Kitchen facilities;
- Laundry facilities;
- Structural soundness;
- Mould and damp;
- Electrical safety;
- Windows and window coverings;
- Lighting;
- Ventilation; and
- Heating.

MVAC's responsibilities

MVAC is committed to providing and maintaining its properties in a good state of repair. MVAC carries out all maintenance activities on MVAC properties:

- in compliance with the RTA and/or any other relevant legislation and standards;
- to protect the value of the assets and maximise the useful life of properties.

In line with this commitment, MVAC will:

- ensure the premises are in a reasonably clean condition prior to a rental agreement commencing;
- provide renters with a written statement setting out the rights and duties of MVAC and the renter under the rental agreement;
- ensure all renters are provided with the following information at the start of a residential rental agreement:
 - What are urgent and responsive repairs
 - How to request repairs
 - How to provide feedback regarding the standard of repairs;
- Inspect the property regularly to monitor the condition of the property, ensure it is being maintained to an acceptable standard, and identify any required repairs and/or maintenance.
- Engage appropriately skilled tradespeople to undertake repairs and maintenance to ensure properties are maintained to a high standard;
- Undertake responsive and cyclical maintenance and have a flexible program of upgrades that can take advantage of vacancies;
- Make decisions about replacement or repair of items on advice from an appropriately skilled tradesperson, taking into consideration the age and purpose of the repair; and
- seek to recover costs for renter related damage only in accordance with the [Renter Related Damage Policy].

MVAC does not arrange for repairs to a renter's personal items such as a fridge, TV, or washing machine.

Renter responsibilities

Renters are responsible for looking after their home by:

- Maintaining the property in a safe and reasonably clean condition;
- Ensuring the property is ventilated by using exhaust fans (if available) in bathrooms when running a shower etc.;
- Looking after internal and private external areas of the property;
- Replacing light bulbs;
- Pest control;
- Maintaining grassed areas;
- Tidying the garden and paths;
- Disposing of rubbish appropriately;
- Avoiding damage to the property;
- Reporting all property damage and defects to MVAC for action;
- Keeping appointments with MVAC and its contractors, and allowing access to the property by MVAC and its contractors; and
- Obtaining consent before installing fixtures in the property.

Where damage to the property is caused by renters or their visitors, MVAC may seek to recover the costs of the repair (see [Renter Related Damage Policy]).

During maintenance works, renters have further responsibility to:

- Give contractors the necessary access and freedom to do their work so it can be completed in the shortest possible time;
- Keep appointments with contractors. If a contractor is delayed, allow reasonable time for them to arrive;
- Restrain or pen animals or pets if they are a risk to health and safety, liable to escape from the property, or if requested by the contractor;
- Empty kitchen and bathroom cupboards if the nature of the work requires it, and/or if requested by the contractor;
- Move ornaments, paintings, clothing and other personal and small item fixtures. The contractor will assist with moving furniture, appliances and other large items;
- Contact MVAC if renters require more information or assistance with moving and securing possessions during maintenance works;
- Respect the rights of others, including contractors, consultants and MVAC staff to feel safe. If there is real or likely damage to a contractor's property or threatening behaviour by renters or pets, contractors will gather their equipment and leave the property and immediately notify MVAC;
- Refer any concerns about the standard of workmanship to MVAC and not the contractor; and
- Contact MVAC if seeking a change to the scope of work. Maintenance work is determined by MVAC and cannot be altered by contractors.

Contractor responsibilities

MVAC requires contractors performing works on MVAC properties to:

- Identify themselves before entering the property and/or at any time identification is requested;
- Hold and maintain all necessary public liability, property damage and public risk insurance;
- Be appropriately trained, and hold current licences, permits, certificates, registrations and qualifications for activities they perform and any plant and equipment they operate;
- Ensure compliance with all permits, approvals and requirements of local councils or other authorities;
- Carry out works in a proper and workmanlike manner; with the professional skill, care and diligence expected of a competent and experienced contractor;
- Complete works within the times specified; and
- Complete works so that the works and any materials used are fit for purpose and comply with all laws.

Contractors are required to make up to two attempts to contact and arrange with the renter to carry out the maintenance work on the property. Contractors are required to leave a calling card at the property if their attempts to gain access to the property are unsuccessful.

MVAC requires contractors performing works to act respectfully toward renters, their families and neighbours and abide by these conditions [OR [MVAC's Code of Conduct for Maintenance Contractors]]. If renters are concerned about the quality of repair and maintenance works, or the behaviour of MVAC contractors, they can contact [insert contact details].

Renters can raise concerns if contractors have not:

- Completed or carried out works in a timely way;
- Carried out works to the required standard; or

Responsive maintenance

MVAC completes non-urgent responsive repairs within 14 days of the repair being reported. Where a repair cannot be completed within 14 days (for example, because specialist parts need to be ordered or specialist trades are required), MVAC notifies the renter of the expected completion date and ensures the property is made safe in the interim.

In some instances, repairs may not be completed in full within the timeframe, for example, a part needs to be ordered in by the contractor. In the meantime, the area will be made safe, and repairs will be carried out as soon as practicable.

Where repairs and maintenance result from fair wear and tear, MVAC will complete the works as required by the RTA.

Urgent repairs

Urgent repairs are defined under the RTA and must be fixed within 24 hours of notification. Urgent repairs make a property unsafe or difficult to live in.

The list of urgent repairs can be found on the [Consumer Affairs Victoria](https://www.consumeraffairs.vic.gov.au/) website.

In some instances, repairs may be completed in full within the timeframe, for example, a broken window may be temporarily boarded up, so that the property is made safe, and the window glass replacement will be undertaken separately as a non-urgent repair.

Reporting responsive or urgent maintenance

Reporting responsive maintenance

Responsive maintenance can be reported directly to MVAC during office hours, 9am to 5pm, by contacting [Housing Officer/Maintenance Officer].

Reporting an urgent repair

Urgent repairs during office hours, 9am to 5pm, can be reported directly to [Housing Officer/Maintenance Officer]. Urgent repairs required after hours can be reported to Housing Officer after hours.

Both repair and maintenance can be made by:

- Telephone: 1800 966 111
- Online: <https://www.mvac.org.au/feedback-complaints>;
- Email: info@mvac.org.au
- Post: To housing officer at 87 Latje Road, Robinvale VIC 3549
- In person: Admin Building at 87 Latje Road, Robinvale VIC 3549

Cyclical maintenance

Cyclical maintenance refers to regular, scheduled maintenance that will assist in extending the life of a fixture or building element. Cyclical maintenance can include

maintenance of any safety feature, in accordance with building codes or safety standards such as:

- Electrical safety checks every 2 years;
- Gas safety checks every 2 years; and
- Smoke alarm testing annually.

Capital maintenance

Capital maintenance is non-urgent work that is usually to make an improvement to the property. These works are large scale works that are delivered on a schedule, frequently have an extended wait time, and may typically include the following:

- Internal or external painting;
- Full or part replacement of floor coverings;
- Upgrades to kitchens or bathrooms;
- Major window and other carpentry work;
- Re-stumping;
- Re-roofing; and/or
- Aids, adaptations and disability modifications (see [Accessibility Modifications Policy]).

When scheduled work is programmed, MVAC will contact renters to advise them that their property is included in the works program. MVAC will take all reasonable steps to meet any special renter requirements and to resolve any renter issues relating to scheduled works.

Vacate maintenance

Vacated maintenance is completed to ensure properties are clean, secure, and safe prior to re-letting. Where damages or works are required that are not fair wear and tear, the renter may be responsible for completing the works prior to vacating. Where the renter does not complete these works MVAC may make an application to the Victorian Civil and Administrative Tribunal (VCAT) or the Residential Tenancies Bond Authority (RTBA) for compensation (see [Ending Tenancies Policy] and [Renter Related Damage Policy]).

Modifications

Under the RTA, renters can make the following modifications without MVAC's consent at the renter's expense:

- Adding picture hooks;
- Wireless doorbells;
- Letterbox locks;
- Security lights, alarm systems and security cameras that are not hard wired.

A full list of modifications that can be made without consent is available on the [Consumer Affairs Website](#).

When a renter vacates the property, the changes must be reversed or the cost to do this may be charged back to the renter.

For renters with a disability and/or accessibility needs, see the [Accessibility Modifications Policy] for more information.

6. Accessibility Modifications Policy

Purpose

The purpose of this policy is to detail how MVAC considers requests by renters for accessibility modification and aims to:

- assist renters to access accessibility modifications they require to live independently;
- explain the accessibility modifications process in community housing generally, including potential external funding avenues.

This policy does not relate to repairs or maintenance requests or alterations that are not specifically associated with the built environment accessibility needs of renters with a disability.

MVAC promotes and respects the human rights of all renters and is committed to responding to their diverse needs. MVAC renters with accessibility requirements may benefit from changes to the structure, layout, fixtures, or fittings of their home to enable safe access and comfortable movement throughout frequently used areas.

Where possible, and where appropriate evidence is provided, MVAC will provide accessibility modifications and/or will provide consent for accessibility modifications funded by an external agency or by the renter.

In some cases, and in consultation with the renter, relocation to a more suitable home may be considered as an alternative option to undertaking property modifications.

In applying this policy MVAC will:

- respond to requests by renters for accessibility modifications in a fair, transparent, and systematic way; and
- clearly explain options, choices, and decision-making processes;
- provide renters with information about this policy and how MVAC is applying it in their circumstances;
- consider the individual circumstances of renters, households and their kin; and
- give due consideration to human rights and consider the impact of any decisions MVAC makes under the Charter of Human Rights and Responsibilities.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- manage its housing portfolio fairly, appropriately and efficiently, in light of the significant need for housing in the community;
- manage its assets in a way that ensures suitable properties are available now and into the future;
- treat all renters consistently so that all households that benefit from housing make a fair and reasonable contribution to its management and maintenance;
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy statement

Allocations

MVAC will match applicants to vacant properties to ensure an allocation:

- Is the right size for the applicant's household;

- Is in an area consistent with that of the applicant's needs;
- Assists the applicant to access education, employment, or any support services they require;
- Makes the best use of housing stock owned or managed by MVAC;
- Encourages a sustainable tenancy;
- Meets the required needs of the applicant, such as modifications for people with a physical disability or mobility impairment.

Property transfers

Where renters have a connection and a preference to remain living in their current home, MVAC will take all reasonable steps to assist the renter to access the modifications they require.

Should there be another available property that suits the renter's preferred location and accessibility requirements, MVAC will consult the renter to determine if a transfer is a viable option.

Considerations for a transfer include:

- The type of modification/s required;
- Length of tenure - how long the renter has been living in the current property;
- Renter's connection to the property and community;
- Availability of alternative suitable properties.

Types of modifications

Modifications range from minor works to major structural works.

- Minor modification examples - grab rails, lever taps or vinyl flooring;
- Major modification examples - automatic doors, bathroom or kitchen renovations.

The extent and cost of modifications are considered when assessing whether MVAC will contribute to the cost of the works.

Funding options

MVAC will support renters to access external funding where available. Government agencies that may fund, or partially fund, accessibility modifications in Victorian community housing include:

- National Disability Insurance Scheme;
- My Aged Care;
- Commonwealth Home Supports Program;
- Home Care Packages;
- Short-Term Restorative Care;
- Transport Accident Commission;
- WorkSafe Victoria;
- Department of Veteran Affairs.

In circumstances where external funding for accessibility modifications is unavailable, renters can request funding or partial funding from MVAC to complete the modifications.

Requesting modifications

Renters can submit their request to MVAC in writing. MVAC may provide support to renters that are unable to do so. Renters should provide as much evidence as possible to support their application, such as letters from medical professionals who are supporting the renter.

MVAC has published a form that renters can use to apply for modifications, which it encourages renters to use so that they provide all the relevant information. However, renters do not have to use this form, and MVAC will support renters to apply under this policy in a way that suits the renter's communication needs.

Once the application is received, MVAC will consider any evidence provided and may request further evidence if needed to complete the assessment.

Accessibility modifications must be prescribed in writing by an Occupational Therapist or other suitably qualified medical professional, unless otherwise agreed between the renter and MVAC.

Modifications must be approved in writing prior to installation. Works are to be undertaken by a suitably qualified tradesperson, accredited and/or registered with the relevant regulatory bodies.

Assessment of modification requests

MVAC will assess applications in accordance with this policy and upon the evidence provided, on a case-by-case basis. Some modifications can be unjustifiably difficult to implement and MVAC may refuse requests to fully fund some types of modifications without being discriminatory.

MVAC's considerations generally include, but are not limited to, the matters set out in this policy and the:

- Nature of the renter's impairment;
- Renter's ability to use/not use the current home environment;
- Extent of the modifications required;
- Supporting documentation from an Occupational Therapist;
- Suitability of the property for the proposed modification/s;
- Length of the rental agreement;
- Availability of other property options that may be more suitable for transfer;
- Extent of the renter's eligibility in relation to external funding; and
- The degree of minor modifications MVAC can provide directly.

Unjustifiable hardship for MVAC

Undertaking some accessibility modifications can be challenging. In determining whether the modifications, including all necessary associated professional inputs, would be unjustifiably hard for MVAC to provide, MVAC will consider whether the proposed modifications:

- Require significant structural changes to the property due to the age and structure of the property;
- Are significantly hampered by the terrain on which the property sits;
- Require specialised, structural, substantial, or lengthy works;
- Are routinely provided to all MVAC renters and/or renters with disability;
- Are prohibitively expensive for MVAC to install and/or maintain at the property;

- Would be prohibitively expensive for MVAC if provided across MVAC's entire portfolio to all renters with similar needs;
- Present any other difficult issues.

Where funding has been provided by an external agency or as part of a compensation payment, MVAC will not provide funding.

Where MVAC finds that a request for modifications is unjustifiable for MVAC to provide, MVAC will advise the renter in writing of the outcome and the reason/s for that outcome.

Asset intent

MVAC will consider in assessing property suitability whether the property is part of a targeted program and its intention for the property in the following years. These include:

- If the property is owned/managed by MVAC;
- If the property is due for scheduled upgrade works;
- If the property is due to be sold or demolished.

Property suitability and utilisation

Due to the nature, structure and layout of the property, some modifications may be unsuitable or unable to be accommodated. MVAC follows housing size guidelines to ensure properties are well utilised and that the number of occupants is appropriate for the property size. For example, modification works may change the number of rooms in a property and therefore impact housing size guidelines.

Application outcome

MVAC will assess each application on a case-by-case basis, taking into consideration the individual circumstances of the renter, along with any evidence provided including medical recommendations.

The outcome of an application may result in any of the following:

- Further details required – MVAC needs additional supporting documentation to make a decision, and specifying the type of information required.
- Application denied – MVAC will provide detailed reasons to the renter.
- Consent only – MVAC consents for the renter to proceed with modifications at the renter's own cost.
- Hybrid approval – modifications partly funded by an external organisation and partly by MVAC.
- Full approval and funding provided by MVAC.

Consent only

Where modifications are fully funded by an external organisation such as the NDIS, and clear evidence is provided that the works have been scoped and the property deemed suitable for the modifications, MVAC will generally without an additional assessment.

Where modifications are necessary and MVAC is unable to provide funding, MVAC will not unreasonably withhold consent for modifications funded by the renter if:

- The modifications are required for health and safety purposes;
- The modifications are reasonable;

- It is assessed and determined to be required modification/s by an accredited occupational therapist or a health practitioner;
- The alteration does not require alteration of any other premises; and
 - There is a clear agreement between MVAC and the renter relating to responsibilities for removing alterations upon vacating.

Hybrid funding

In some circumstances and on a case-by-case basis, funding may consist of contributions from both MVAC and an external funding agency to ensure the modifications meet the needs of the renter with disability and where there are no alternative and appropriate property relocation options.

Fully funded by MVAC (limited circumstances)

In certain limited circumstances, some modifications may be partially or fully funded by the MVAC, where:

- The property is a good fit long term;
- The property is structurally suitable for the modifications;
- The renter needs the modifications to live independently;
- The renter is likely to stay in the property long term;
- Minor modifications have been trialled or are considered inappropriate;
- The same intended outcome cannot be achieved by the provision of different supports;
- The modifications are reasonable adjustments in relation to the disability of the renter;
- The modifications are essential and there are no reasonable alternatives (including other more suitable properties for transfer); and
- No external funding is available.

Rights, obligations and responsibilities

Renters are responsible for:

- Submitting their request for accessibility modifications;
- Providing all necessary supporting information, including an Occupational Therapist assessment and structural designs/drawings (if applicable);
- Following required procedures and working collaboratively with MVAC staff;
- Complying with the Residential Tenancies Act 1997 (Vic) in respect to using the modifications and/or assistive technology provided;
- Meeting all operational costs for the use of the modifications and/or assistive technology provided, during their tenancy;
- Removing modifications and restoring the property to the previous condition at the end of tenancy at their own expense, unless otherwise agreed in writing with MVAC.

Accessibility modification expenses not covered by MVAC will be the responsibility of renter.

MVAC is responsible for:

- Providing renters with information about this Policy and their rights and responsibilities;
- Reviewing requests within the time period stated in the policy;

- Assessing requests on a case-by-case basis;
- Where appropriate, supporting renters with a disability to approach appropriate external agencies;
- Ensuring completed modifications have been inspected and deemed satisfactory by a relevant Occupational Therapist and the appropriate building construction professional (BCP) and/or building relationship manager (BRM);
- Ensuring rental agreements are updated to reflect all necessary details.

Removal of modifications

Where an agreement is made for accessibility modifications, it will include details about retaining or removing the modifications upon vacating, and who is responsible for the removal (renter or MVAC).

Considerations for removal or retention of modifications include:

- The type of modification/s;
- If the modification is likely to provide benefit to future renters, or if the modification was specific to the renter's disability;
- Ongoing liability factors and costs for the modification once the tenancy ends;
- Cost to remove the modification;
- Scope of works required to remove the modification and restore the property;
- If there are external funding provisions to remove the modifications at the time of assessment.

Maintaining modifications

Modifications funded by MVAC and hybrid funding

Where MVAC makes modifications to the property, MVAC is responsible for the quality of the installation and ensuring they are safe and functioning, as the modifications will form part of the property.

Where particular expertise is required to install modifications, MVAC will engage builders specialising in disability modifications to ensure adjustments are safe and effective. MVAC will be responsible for compliance of the works in accordance with law.

Should modifications fail, the liability is that of the trade, contractor, or supplier that installed the modifications.

Consent only - modifications funded by renter/externally funded

MVAC is not responsible for the quality or the suitability of adjustments made by the renter. Section 68(2) of the RTA protects landlords from liability to renters for damage caused to the premises by the renter's failure to ensure care was taken to avoid damage.

In circumstances where a compensation payout is provided for the maintenance of modifications, the cost of their ongoing maintenance and upkeep will be the renter's responsibility and not that of MVAC.

Prior to works commencing, the renter will be required to provide evidence that the modifications will be completed by suitably qualified person that complies with legal requirements.

7. Renter Related Damage Policy

Purpose

The purpose of this policy is to outline how MVAC:

- responds to instances where a renter damages a property, makes alterations to property without [MVAC's] consent or fails to keep a property reasonably clean; and
- recovers from renters charges for maintenance, including property damage, that are not the responsibility of MVAC.

MVAC's objectives in managing renter property damage are to:

- support safe and habitable conditions for renters;
- act early in the case of any tenancy care issues with a view to sustaining tenancies;
- minimise damage to MVAC's properties; and
- seek compensation for damage that has occurred where a renter failed to comply with their obligations.

In applying this policy MVAC will:

- follow consistent, fair, and accountable processes;
- provide renters with information about processes that impact their tenancy;
- give property consideration to the human rights of renters, in accordance with the Charter of Human Rights and Responsibilities;
- respond to matters that may be family violence related in a way that is trauma informed and promotes the safety and wellbeing of renters and their families;
- take steps to ensure all MVAC properties are safe, secure, maintained in good repair, and fit for use;
- assess actions on a case by case basis, providing clear reasons for decisions and with decisions being open to review.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties, including those under the RTA;
- manage its assets in a way that ensures suitable properties are available now and into the future; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy statement

Renter obligations

Under the RTA, renters are required to:

- take reasonable care to avoid damage to the property and common areas (RTA, section 61);
- notify MVAC of any damage to the property (RTA, section 62);
- keep and leave the property in a reasonably clean condition (RTA, section 63); and
- not make any alteration, renovation or addition to the property, or install any fixtures that are not permitted under the RTA, or unapproved modifications without MVAC's consent (RTA, section 64).

Where MVAC is required to undertake repairs or cleaning because the renter has not complied with their obligations, MVAC may hold the renter may liable for the cost. This applies during a tenancy and for vacated properties.

Regular tenancy inspections are therefore important for MVAC to proactively address any damage or tenancy care issues.

What is a maintenance charge?

A maintenance charge is where MVAC seeks to recover from the renter its costs for the repair of property damage, or for undertaking services, for which the renter is responsible for under the RTA. This may include:

- Deliberate or careless property damage caused by the renter or their visitor;
- Call out fees incurred by MVAC where a renter has missed a scheduled appointment with a maintenance contractor;
- Replacement of lost or damaged access products (for example, keys, fobs, swipe cards, garage remotes) or the provision of additional access products; and
- An invoice received by MVAC for utilities the renter is responsible to pay, and the renter has not changed the account into their name.

Determining liability

MVAC will only apply a maintenance charge where MVAC considers in all the circumstances that a renter is at fault for the damage, or should be responsible for a service charge.

MVAC will investigate the cause of the damage or service charge. MVAC will not seek to charge renters where the renter is not liable under the RTA, for example:

- If damage is found to be caused by an unknown third party;
- If damage is the result of fair wear and tear, or
- in circumstances of family violence.

Renters are not liable for a maintenance charge in circumstances where charges would ordinarily be the responsibility of MVAC such as:

- Poorly executed works by a MVAC contractor;
- Damage caused by extreme weather conditions;
- Fair wear and tear.

Waiver or reduction of liability

MVAC recognises there may be circumstances outside of the RTA where a renter cannot reasonably be held accountable for damage. After consideration of mitigating circumstances, MVAC may waive or reduce the cost of a maintenance charge. MVAC may consider factors including:

- Where a renter's disability or health condition was a major contributing factor to the cause of damage or uncleanness;
- A police report substantiates that the damage was caused by a third party who was not invited to the property, or was the result of police action;
- Circumstances where it would be unreasonable to recover the cost of the damage, for example family violence.

Decisions to waive or reduce a maintenance charge will be assessed by the [nominated decision maker] on a case-by-case basis.

Repayment agreement

Where MVAC determines that a maintenance charge is the responsibility of the renter, MVAC will provide the renter with:

- Documents evidencing the cost, such as a copy of the contractor invoice;
- and a full explanation of MVAC's decision; and
- an invoice from MVAC for payment.

Ordinarily, MVAC expects payment in full within [30 days]. Where the renter is unable to repay the debt in full, the renter may request to enter into a repayment agreement to repay the outstanding amount in instalments.

Where MVAC determines a former renter of a vacated property is liable, it may seek to claim the outstanding amount from the bond (if applicable) – see 'Seeking compensation at VCAT' section below.

Seeking compensation at VCAT

Where the renter is responsible for maintenance charges, but the renter has not accepted their liability by entering into a repayment agreement, MVAC may issue the necessary notices to proceed with an application to the Victorian Civil & Administrative Tribunal (VCAT) to seek an order of compensation.

MVAC's approach to orders for compensation is set out in the [Breach of Tenancy Policy].

Where a renter has vacated with an outstanding debt and is unable to be contacted to sign the bond claim form, MVAC will make an application to VCAT to seek an order to claim the bond.

8. Complaints Policy

Purpose

The aim of this policy is to ensure that MVAC responds to and manages complaints from renters and prospective renters in a way that is prompt, fair, transparent and consistent.

Scope

This policy applies to complaints and appeals made to MVAC by:

- Renters and prospective renters, their advocates, and other stakeholders; and
- People whom MVAC has assisted to make an application.

This policy does not apply to complaints or feedback received from people who are not renters, prospective renters, or applicants for housing. This includes:

- complaints or grievances by employees of MVAC;
- complaints by contractors of MVAC; or
- complaints by neighbors

Where MVAC receives complaints and/or feedback that fall outside of the scope of this policy, it will handle them in accordance with the 'no wrong door' principle. This means that MVAC will seek to resolve the complaint by referring the complainant to the correct complaint and/or feedback pathway.

MVAC welcomes and values complaints and feedback. MVAC uses complaints and feedback to improve service delivery. It is the right of all renters and applicants for housing to make a complaint if they are not happy with the way MVAC has acted.

For the purposes of this policy, a “complaint” can be:

- A complaint about the way MVAC have gone about delivering housing or related services; and
- A request that MVAC review a decision it has made in relation to housing or an application for housing, sometimes called an appeal.

MVAC will handle every complaint through a clear and consistent process and is committed to finding a quick and effective resolution.

Accordingly, MVAC will:

- Provide clear information about how to lodge a complaint or apply for an internal review and how to escalate a complaint to the Housing Registrar;
- support the complainant to make a complaint to ensure the process is accessible;
- refer complainants to appropriate advocacy and legal services to assist them (renters can also refer to the renter support information sheet);
- respond to the complaint promptly, fairly and transparently;
- respect the complainant’s privacy and confidentiality when making a complaint or applying for an internal review;
- treat the complainant in a way that is objective, respectful, and fair including consideration of human rights;
- be accountable for decisions as a service provider;
- not take any adverse action against the complainant simply because a complaint; and
- use the outcome of complaints to improve service delivery.

Policy statement

What is a complaint?

An expression of dissatisfaction made to or about an organisation (either written or verbal), related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected. The subject of the complaint may include:

- A policy or decision made by MVAC staff about a rental housing matter;
- The quality of an action, decision or service provided by MVAC staff;
- A delay by MVAC staff in taking an action, making a decision or delivering a service.

Who can make a complaint?

A renter or a prospective renter may make a complaint to MVAC about its products, services, staff, or the handling of a complaint. A representative of a renter or a prospective renter (such as an advocate or a family member) may also make a complaint on a complainant’s behalf. The term ‘complainant’ is used to refer to the individual or organisation that makes a complaint.

MVAC is committed to being accessible and responsive to all complainants regardless of ethnic identity, national origin, religion, linguistic background, sex, gender expression, sexual orientation, physical ability or other cultural or personal factors.

How to make a complaint

A complainant who is affected by decisions of MVAC on matters relating to rental housing, can ask for the complaint to be dealt with under the complaints procedure.

Complaints can be made by:

- Telephone: 1800 966 111
- Online: <https://www.mvac.org.au/feedback-complaints>;
- Email: info@mvac.org.au
- Post: To housing officer at 87 Latje Road, Robinvale VIC 3549
- In person: Admin Building at 87 Latje Road, Robinvale VIC 3549

MVAC has published a form that renters can use to make a complaint, which it encourages renters to use so that they provide all the relevant information. However, renters do not have to use this form, and MVAC will support renters to make a complaint in a way that suits the renter's communication needs.

MVAC is committed to ensuring a navigable and culturally safe complaints process that is accessible to everyone. If a complainant has specific communication needs or barriers, the complainant can communicate this to MVAC so assistance can be provided by:

- Assistance with reading or writing; and
- Communicating with another person acting on the complainant's behalf.

How MVAC will handle a complaint

MVAC will acknowledge a complaint within 3 business days of receiving the complaint. Housing officer will contact the complainant to discuss the complaint within seven business days. Housing officer will also take whatever steps are necessary to try to resolve the complaint. This may include:

- Taking direct action to resolve the complaint; and
- Referring the complaint to the relevant team or manager for investigation

MVAC will try to resolve the complaint as quickly as possible, and in any event within 30 calendar days. If there is any reason for a delay, MVAC will contact the complainant and advise when a response can be expected, and the reason for the delay.

A complainant can check the status of the complaint by contacting MVAC Housing Officer.

Complaint conduct

The success of the complaints process depends on:

- MVAC's ability to work effectively and efficiently;
- The health, safety, and security of MVAC staff;
- MVAC's ability to allocate resources fairly across all complaints received.

MVAC requires staff to be respectful and responsive in all of their communications. Where a complainant's behaviour or conduct raises health, safety, resource, or equity issues, this may significantly affect the complaint handling process. MVAC will act proactively and decisively to manage unreasonable complainant conduct and will support staff to do the same in accordance with this policy. MVAC may adjust its communication method/s to minimise any adverse impacts for staff and complainants.

The outcome of a complaint

MVAC will contact the complainant to advise the outcome of the complaint and provide details of:

- Actions taken in response to the complaint;
- The reasons for the decision made;
- Where MVAC has made an error, the steps that will be taken to redress the situation; and
- Information on options for internal or external review if the complainant is not satisfied with the decision.

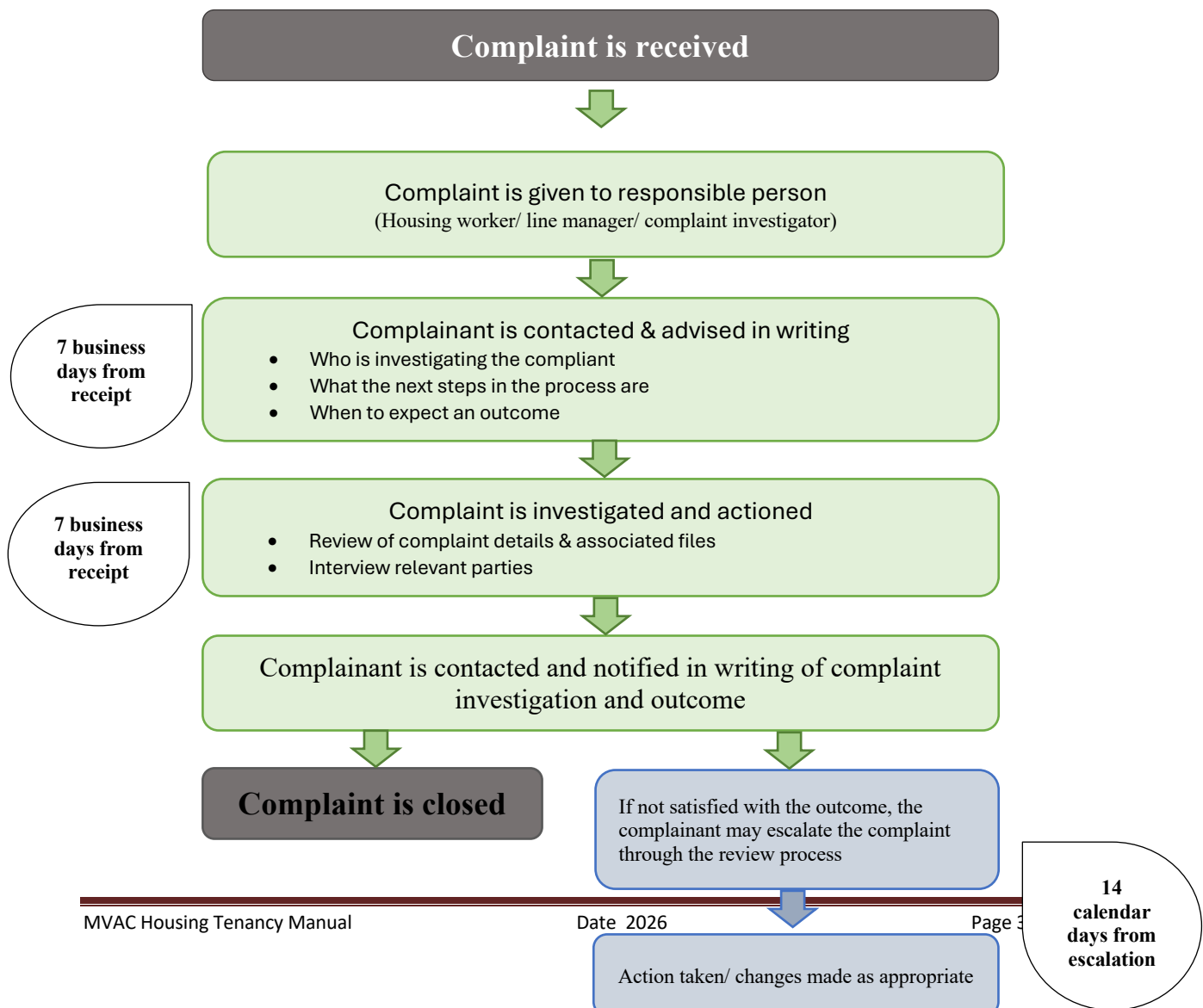
MVAC will provide written reasons to the complainant. Once a decision is made in relation to the complaint, the details of the complaint will be recorded on the MVAC's Complaints Register and closed. It is a regulatory requirement for MVAC to record the complaint on a Complaints Register and provide it to the Housing Registrar on an annual basis for regulatory purposes.

Requesting an internal review of the outcome of the complaint

The complainant can request that a decision or outcome of the complaint be reviewed by MVAC where the complainant believes it to be incorrect. MVAC will inform the complainant of the outcome of the internal review and provide reasons in writing within 14 calendar days of the request.

Process overview

Below is a flow chart that provides a graphic overview of MVAC's complaints process.



External Complaint Bodies

There may be times where a complainant is dissatisfied with the outcome of their complaint and/or after an internal review by MVAC. In these circumstances, there are external bodies that can deal with different types of complaints about MVAC. The following infographic shows how a complainant can escalate a complaint where they are not satisfied with the process provided by MVAC.

Housing Registrar Details

If MVAC has not resolved the complaint within 30 days, or the complainant is unsatisfied by the decision made about the complaint, the complainant may contact the Victorian Housing Registrar:

- Telephone: 03 7005 8984
- Online: <https://www.vic.gov.au/making-complaint-about-community-housing>
- Post: Housing Registrar, GPO Box 4379, Melbourne, Victoria 3001

Victorian Ombudsman Details

If a complainant continues to be dissatisfied after discussing an issue with MVAC and the Housing Registrar, they can contact the Victorian Ombudsman:

- Telephone: 1800 806 314
- Online: <https://www.ombudsman.vic.gov.au/complaints/make-complaint/>
- Post: Level 2, 570 Bourke Street Melbourne VIC 3000

Victorian Civil and Administrative Tribunal

A complainant may also have statutory rights of appeal which should be directed to the Victorian Civil and Administrative Tribunal:

- Telephone: 1300 01 8228
- Online: <https://www.vcat.vic.gov.au/>
- Email: renting@vcat.vic.gov.au

Confidentiality

All complaints are confidential and no identifying information will be shared without permission. When a person makes a complaint, MVAC will record:

- Name and contact details;
- Whether the complainant has communication, cultural or assistance needs;
- Details of the complaint; and
- What outcome the complainant is seeking.

MVAC uses this information to respond to a complaint and to improve the services that relate to a complaint. All personal and sensitive information collected in the complaints process will be kept secure and managed in accordance with the law.

MVAC may share information to promote the wellbeing or safety of a child or group of children, or to prevent family violence, with other approved information sharing entities as legislated by the Victorian Government.

A complainant can request copies of documentation related to their tenancy or complaint as well as copies of relevant policies. MVAC will respond to a request for documentation related to the complaint with copies of documents or clear reasons why any documents have not been provided (e.g. documents belong to a third party,

or documents that contain another person's private/sensitive information). Please refer to the [Privacy Policy].

9. Breach of Tenancy Policy

Purpose

The purpose of this policy is to outline MVAC's approach to responding to tenancy breaches, including those which result from anti-social, destructive or dangerous behaviour. This policy intends to balance the rights of renters with the rights of neighbours and others, to create positive relationships and build strong communities.

In applying this policy MVAC will:

- ensure eviction is a measure of last resort;
- consider the individual circumstances of renters, households and their kin;
- Ensure cultural safety, recognising cultural matters such as sorry business or community matters;
- seek to sustain tenancies where possible;
- intervene as early as possible to attempt to rectify any issues where tenancies are at risk;
- give proper consideration to the human rights of renters that may be impacted by decisions around evictions, in accordance with the Charter of Human Rights and Responsibilities 2006 (Vic);
- follow a consistent, fair, and accountable processes;
- provide information to renters with information about processes that impact their tenancy; and
- respond to matters that may be family violence related in a way that is trauma informed and promotes the safety and wellbeing of renters and their families.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- provide a safe working environment for staff and contractors;
- take steps available to it at law to prevent harm to neighbours and others in the community; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy statement

A tenancy breach can be any failure of a renter, or those whom a renter is responsible, to meet obligations under the residential rental agreement or the RTA.

The [Arrears Management Policy] sets out how MVAC responds to non-payment of rent.

What are breaches of tenancy?

Important tenancy obligations include the following:

Nuisance or interference with the peace

Nuisance is behaviour that substantially and unreasonably impacts the rights of neighbours or the community. Interference with the peace means unreasonably impacting the quiet enjoyment of neighbours.

Forms of nuisance can include, but are not limited to:

- Excessively loud noise, or loud noise for an extended period or at inappropriate times;
- Bad odours from uncollected rubbish;
- Unhygienic enclosures for animals;
- Excessive noise from animals or visitors to the premises.

Renters or their visitors must not use their rented premises in a manner which causes a nuisance or interferes with the reasonable peace, comfort or privacy of neighbours (RTA section 60).

Damage to property

Damage can mean defacing, marking, removing a fixed object or safety feature or causing it to be broken.

Damage is distinct from 'fair wear and tear', which is deterioration caused by the reasonable use of the property and the impact of natural forces.

Renters have an obligation to notify MVAC of any damage to the premises (RTA section 62).

Renters or their visitors must not intentionally or negligently damage rented premises or associated common areas (RTA section 61).

Renters must not, without the consent of MVAC:

- install any fixtures on the rented premises; or
- make any alteration, renovation or addition to the rented premises (RTA section 64).

The exception to this is in the RTA for certain prescribed modifications. These are listed on the Consumer Affairs website at

<https://www.consumer.vic.gov.au/housing/renting/repairs-alterations-safety-and-pets/renters-making-changes-to-the-property>

MVAC will investigate responsibility for damage in accordance with the [Renter Related Damage Policy]. Where a renter or a household members caused damage to the premises, MVAC will assess the circumstances behind to determine the most appropriate course of action.

MVAC may serve a Breach of Duty Notice and seek compensation from renters in circumstances where repairs to a rental property are necessary, because of damage, neglect, not approved alterations that were caused by the renter, another household member, or a visitor.

Other costs that may be pursued through a compensation process relate to fines issued to MVAC regarding issues caused by the tenancy (e.g. council fines where a renter has not taken reasonable care for the lawns or property).

In more serious cases, MVAC may serve a Notice to Vacate where renters intentionally or recklessly cause serious damage to the premises (RTA section 91ZI).

Pets

MVAC handles all requests by a renter to keep a pet in the property in accordance with the RTA.

When MVAC receives complaints about nuisance behaviour caused by a renter's pet, MVAC will encourage the respective parties to try to resolve the issue. See the [Good Neighbour Policy] for further details.

MVAC may issue a Breach of Duty notice in circumstances where the renter's pet is causing damage to the premises or is interfering with the peace, comfort or privacy of any occupier of neighbouring premises. In more serious cases, MVAC may need to contact the local council and/or police for advice or assistance, for example where:

- a person has been attacked by an animal; or
- neglect of an animal is causing sanitation or health problems; or
- an animal is repeatedly wandering at large.

MVAC contacts an animal welfare agency such as the RSPCA when:

- an animal appears to have been abandoned by a renter; or
- there is evidence of maltreatment, harm or neglect

Dangerous behaviour and acts of violence

Acts of violence or behaviour by a renter or a renter's visitor which endangers the safety of neighbours, others on the premises, or the rental provider or rental provider's agent, are in breach of the RTA. These are behaviours that warrant MVAC making an immediate response, and are grounds for a Notice to Vacate (RTA section 91ZI).

Threats and intimidation

Intimidation refers to any act that creates fear of physical or mental harm and can include physical as well as non-physical acts such as yelling, screaming, ridiculing, insulting and hostile physical posturing. It can also include threats of future harm.

Renters have a duty not to threaten or intimidate MVAC or its staff or contractors. MVAC may issue a Notice to Vacate to a renter where this occurs (RTA section 91ZK).

Illegal use

Renters must not use the rented premises or permit their use by any other person for any purpose that is illegal at common law or under an Act.

MVAC may issue a Notice to Vacate to a renter where the property is used for an illegal purpose (RTA section 91ZO). There must be a connection between the illegal activity and the property, for example, if a property is altered to support illegal drug growth or manufacture.

Other breaches

Renters may also be in breach of other provisions of the RTA to which this policy applies. These include:

RTA section	Summary of provision
63A	A renter must not remove, deactivate or otherwise interfere with the operation of a certain safety devices at rented premises unless it is reasonable in the circumstances to do so. These include a smoke alarm, a carbon monoxide alarm, a fire sprinkler system and a hose reel.
70	A renter who wishes to change a lock in a master key system must obtain the residential rental provider's consent before changing that lock.

89	A renter has a duty to permit a person exercising a right of entry in accordance with the RTA to enter the rented premises.
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How does MVAC investigate tenancy breaches?

Investigation and substantiation

To ensure procedural fairness, MVAC staff will:

1. Notify the renter, either in writing or verbally, of the nature of the alleged breach that may result in a notice or action being taken by MVAC.
2. Inform the renter of the information and evidence gathered that will be used in the making of the decision in relation to their tenancy.
3. Provide the renter with an opportunity to refute the alleged breach or provide a response to the alleged breach, including reasons why a notice should not be issued and allowing the renter to provide supporting evidence, including any evidence related to family violence.
4. Fairly consider any material or information provided by the renter when making a decision.

What actions are taken if allegations are substantiated?

Where MVAC confirms that a renter has breached their tenancy, including through behaviour that is anti-social, destructive, or dangerous, MVAC will consider all relevant circumstances to decide the most appropriate response. This includes:

- the impact on the renter and their household and each individual's human rights (see [Ending Tenancies Policy] for discussion of relevant human rights);
- the safety and quiet enjoyment of neighbours and the community;
- the safety of staff and contractors of MVAC;
- the potential impact on any property that may be at risk of damage or being used inappropriately.

MVAC will carefully consider these competing interests before action is taken in response to a substantiated breach.

Possible responses in accordance with the RTA include:

- Issuing a Breach of Duty notice;
- Applying to VCAT for a compliance or compensation order;
- Issuing a Notice to Vacate;
- Issuing an immediate Notice to Vacate;
- Applying to VCAT for an Order of Possession; or
- Applying to VCAT for a Warrant of Possession.

MVAC may also decide in all of the circumstances that no action under the RTA is appropriate, for example because the breach has been remedied or is unlikely to re-occur.

Breach of Duty notices

Where a renter has breached a duty provision of the RTA, MVAC may decide to issue a Breach of Duty notice. The notice is a formal written warning to the renter that their obligations under the RTA have not been met. The notice provides a timeframe for the renter to rectify the breach. If the breach is not fixed within the timeframe, MVAC can apply to VCAT for a compliance or compensation order.

The primary purpose of a Breach of Duty notice is tenancy sustainment and not for the renter to leave their home. MVAC uses this formal notice to engage the processes

available under the RTA and in VCAT to ensure that the renter addresses the tenancy breach. MVAC staff will clearly communicate this to renters at all times.

Successive breaches

MVAC has a policy of not relying on section 91ZP of the RTA that permit a residential rental provider to serve a Notice to Vacate in relation to three successive breaches of the same duty.

Compensation or compliance order

Where a Breach of Duty notice has not been complied with, MVAC may make an application to VCAT for a compensation or compliance order.

A compensation order will require the renter to pay for any costs associated with remedying the breach. A compliance order requires the renter to comply with their duties under the RTA. If the renter fails to comply with the terms of either order, this may be grounds to issue a Notice to Vacate.

Similar to a Breach of Duty notice, the primary purpose of seeking these orders is to engage the formal process under the RTA; to emphasise the seriousness of the matter and ultimately to sustain the tenancy.

Notice to Vacate

Where there are grounds under the RTA and MVAC has considered the relevant human rights impacts, MVAC may issue a Notice to Vacate to a renter. Each Notice to Vacate will specify the grounds for termination of the tenancy agreement and provide a notice period for the renter to vacate the property.

Eviction is treated as a measure of last resort. Even after MVAC has issued a Notice to Vacate, the end of the tenancy may often be avoided by working with renters to address the underlying issues, including referring renters to appropriate support services.

Support services

When responding to tenancy breaches, MVAC will assess what appropriate support services may assist renters to prevent tenancy breaches, respond to allegations, and provide support to sustain their tenancy.

This may include referrals to:

- Community legal centres;
- Specialist tenancy support and advocacy services;
- Financial counselling services;
- Community based mental health services; or
- Disability support services.

10. Good Neighbour Behaviour Policy

Purpose

The purpose of this policy is to outline how MVAC will foster and support positive relationships between neighbours, and the characteristics of being a good neighbour. MVAC is committed to building respectful, positive, and constructive relationships with neighbours and, where the opportunity exists, for neighbours to learn about our

work, to contribute to an improved understanding of the issues that affect our residents and community housing generally.

In applying this policy MVAC will:

- respond promptly to allegations of antisocial behaviour;
- intervene as early as possible to attempt to rectify any issues where tenancies are at risk;
- seek to sustain tenancies where possible;
- follow a consistent, fair, and accountable process;
- provide renters with information about this policy and how MVAC is applying it in their circumstances;
- consider the individual circumstances of renters, households and their kin; and
- adopt a collaborative approach when dealing with neighbour disputes;
- give due consideration to human rights and consider the impact of any decisions MVAC makes under the Charter of Human Rights and Responsibilities;
- communicate clearly with neighbours and others about the role that MVAC plays as a landlord; and
- respond to matters that may be family violence related, that is trauma informed and promotes the wellbeing and safety of renters and their families.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- act consistently with the Residential Tenancies Act 1997 (Vic) (RTA);
- meet all contractual, legal and regulatory duties; and
- take steps available to it at law to prevent harm to neighbours and others in the community.

Policy Statement

Good neighbour behaviour

Most MVAC renters are good neighbours. However, the behaviour of some renters can make life in local communities less enjoyable and unsafe for others.

Local communities work best when neighbours:

- Respect each other's rights and privacy;
- Take responsibility for their actions and those of family or friends;
- Respect communal areas and others' rights to use these spaces;
- Are considerate and tolerant of others;
- Keep noise to a minimum, especially late at night. Further information can be found on EPA Victoria's website about [Residential noise and the law](#).

Un-neighbourly behaviour

Renters who interfere with the neighbours' rights are not good neighbours.

Examples of un-neighbourly behaviour include:

- Vandalism or destruction of others property or common areas;
- Aggressive or violent behaviour including but not limited to:
 - Acts of physical violence – hitting, kicking, punching, slapping or any act that causes physical hurt;
 - Shouting, swearing and harsh language;
 - Insults, cruel or unkind remarks intended to cause pain and distress;
 - Bullying;
 - Any act with specific intent to hurt someone or destroy something.

- Illegal activity;
- Preventing access to parking and/or blocking common driveways/areas;
- Excessive noise (see above for EPA guides);
- Failing to keep the rented property, including outdoor areas, in a reasonably clean condition.

Keeping a property reasonably clean could include such things as:

- Maintaining the garden, including lawns, garden beds and removal of clutter in the front and back yards;
- Not storing unroadworthy or unregistered vehicles on the property;
- Properly disposing of rubbish which could otherwise lead to odours or risk of vermin;
- Not storing, inside or outside, excessive amounts of furniture, household goods or paper which could create a fire risk.

Responding to neighbourhood disputes

MVAC may receive reports about renter behaviour from other renters, staff, owners corporation representatives and members of the public, including neighbours who are not MVAC renters.

Only where it is safe to do so, MVAC will encourage neighbours to first speak with each other to try and come to a solution and to resolve the issues. This can be helpful as often people are not aware of their behaviour and the effect that they are having on their neighbours.

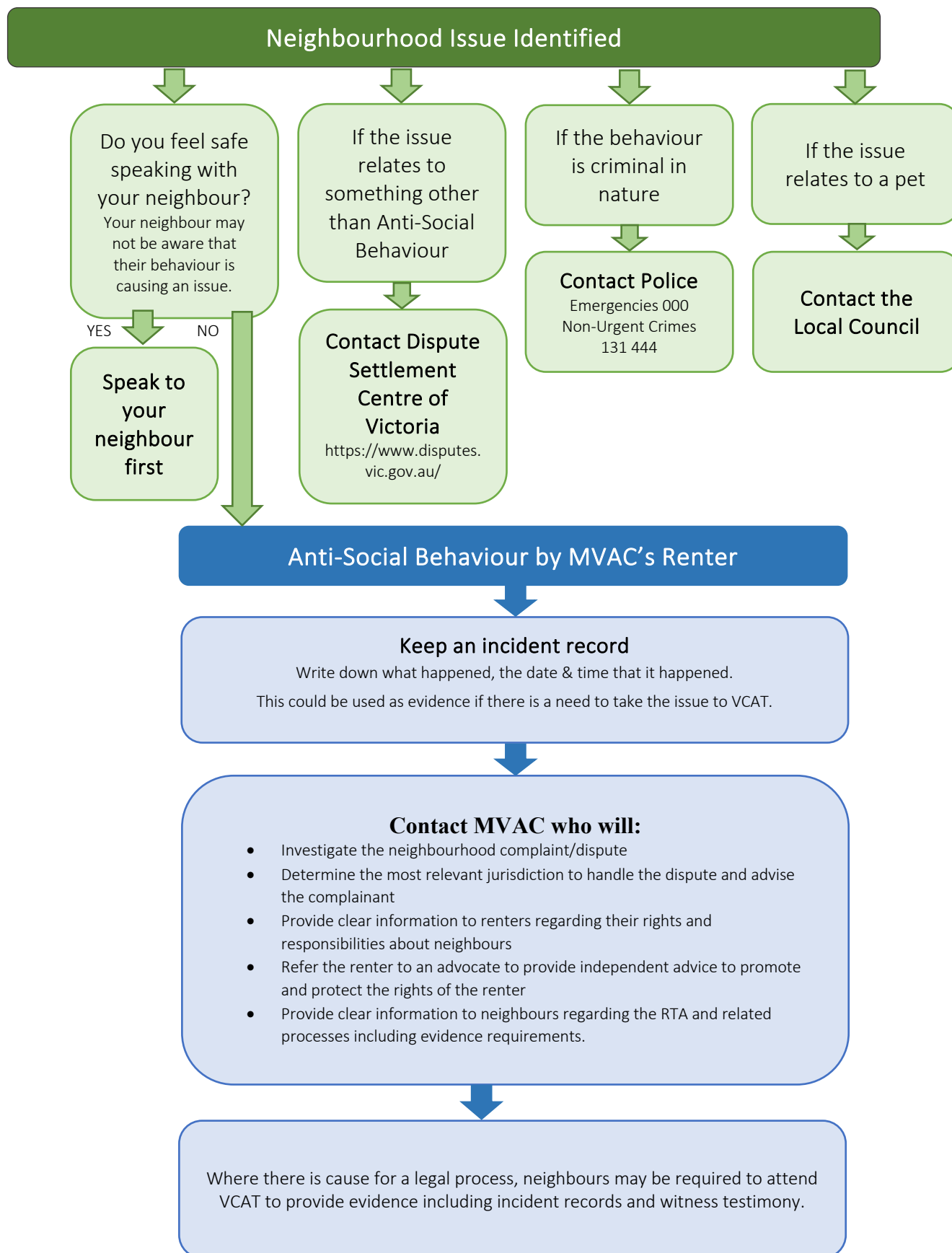
MVAC encourages people to keep a record of antisocial behaviour; including to write down what happened and the time it happened. This could be used as evidence if there is a need to for legal action.

MVAC may refer disputes between neighbours to the [Dispute Settlement Centre of Victoria](#) for mediation. Where nuisance is caused by pets, MVAC will encourage neighbours to contact the local council in the first instance. If the behaviour is criminal in nature, MVAC will encourage the witness to contact the police in the first instance. If a MVAC renter is engaging in anti-social or nuisance behaviour, MVAC may take appropriate action under the RTA, and in accordance with the [Tenancy Breach Policy].

Following receipt of evidence of anti-social behaviour MVAC will:

- Investigate the neighbourhood complaints/disputes;
- Determine the most relevant jurisdiction to handle the dispute and advise the complainant (e.g., noise complaints that can be dealt with by local council);
- Provide clear information to renters regarding their rights and responsibilities about neighbours;
- Refer the renter to an advocate to provide independent advice to promote and protect the rights of the renter;
- Provide clear information to neighbours regarding the RTA and related processes including evidence requirements.

The below flow chart outlines the process for managing neighbourhood disputes:



11. Ending Tenancies Policy

Purpose

The purpose of this policy is to detail MVAC's arrangements, processes and considerations for ending tenancies.

In applying this policy MVAC will:

- ensure eviction is a measure of last resort;
- consider the individual circumstances of renters, households and their kin; and
- sustain tenancies where possible;
- intervene as early as possible to attempt to rectify any issues where tenancies are at risk;
- follow consistent, fair, and accountable processes ;
- provide renters are provided with information about processes that impact their tenancy;
- give proper consideration the human rights of renters under the Charter of Human Rights and Responsibilities that may be impacted by decisions around evictions;
- comply with the RTA as it relates to ending tenancies;
- respond to matters that may be family violence related that is trauma informed and aligns with the Family Violence Multi-Agency Risk Assessment and Management Framework (MARAM).

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- ensure a safe working environment for its staff and contractors;
- take steps available to it at law to prevent harm to neighbours and others in the community; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy Statement

Renter initiated

Renters may initiate termination of their rental agreement when they give written notice of their intention to vacate the rented premises.

Renters should use the [Notice of Intention to Vacate form](#) available from the Consumer Affairs Victoria website which outlines the required timeframes for providing the notice. MVAC will provide a copy of this form upon request.

MVAC will ask renters about the reason they are ending their tenancy. This information will be used to inform service improvements and to provide appropriate support referrals where necessary.

MVAC will inform renters of their responsibilities when ending their tenancy. This includes that the renter must

- return all keys to MVAC on or before the last day of the tenancy;
- remove all belongings from the property;
- leave the property in a reasonably clean condition;
- resolve all outstanding rental payments.

MVAC will give renters a reasonable opportunity to attend the final inspection to complete an exit condition report.

Abandonment

Abandonment occurs where a household leaves a property empty or uninhabited, without intending to return.

Where MVAC suspects a tenancy has been abandoned, MVAC will investigate. This may include MVAC staff:

- making reasonable attempts to contact the renter;
- seeking confirmation from neighbours that the renter is no longer living at the property;
- seeking confirmation from support services that they are living elsewhere;
- carrying out a visual external inspection (e.g. unkept gardens, uncollected mail, no electricity use detected at meter);
- checking if rental payments have stopped;
- attempting to contact family, kin or any support worker;
- sending a notice of entry under the RTA and inspecting the property internally. See [Inspections Policy].

Where MVAC determines the property has been abandoned, MVAC may apply to the Victorian Civil & Administrative Tribunal (VCAT) seeking an order declaring the property to be abandoned.

Where the renter has confirmed that they have abandoned the property, or MVAC has otherwise confirmed that the renter will not be returning to the property, and there is no one else residing in the property, MVAC may take possession without applying to VCAT. Any goods left behind will be stored or disposed of in accordance with the [Goods Left Behind Policy].

Death of named renter

Where a named renter dies, MVAC will make arrangements with the next of kin or legal representative for termination of the rental agreement and collection of goods left at the property.

Where other household member/s reside at the property and wish to remain living in the property but are not parties to the rental agreement, MVAC will consider their requests in line with [Assignment and Succession Policy].

If a next of kin or legal personal representative is not listed, or not contactable, MVAC will apply to VCAT to end the rental agreement, which requires evidence of the death of the renter.

The rental agreement is terminated on the earliest date of the following:

- A date agreed in writing between MVAC and the deceased renter's next of kin or legal personal representative;
- The date on the "Termination after Death of a Sole Renter Notice" given by MVAC to the next of kin or legal personal representative;
- The date on the Notice of Intention to Vacate form given by the next of kin or legal personal representative to MVAC;
- A date as determined by VCAT.

MVAC recognises that in many instances, Aboriginal people may not make a Will, and formal deceased estates may not be readily identifiable. In these circumstances, MVAC will release credit balances as a contribution to funeral costs of the deceased

sole renter and/or for the repatriation of the deceased renter's body to Country; preferably as a direct transfer to the funeral/service provider. Should the deceased sole renter have a prepaid funeral plan, then the rental credit may be used for any expenses related to the funeral or burial of the deceased renter, including any reasonable costs associated with Sorry business.

If after payment of all funeral related expenses, there is a residual rent credit and the deceased renter has not left a Will, the credit will be distributed by MVAC in accordance with the rules of intestacy.

Property no longer available

In circumstances where a property is no longer available to be leased as all three streams housing, MVAC will inform the renter as soon as possible and assist the renter to obtain and transfer to a suitable alternative property. See the [Transfer Policy] for further details.

Evictions

Where renters fail to uphold their obligations under their rental agreement and the RTA, MVAC will work with the renter to rectify any issues and assist them to secure access to support services they may need to help them to sustain their tenancy.

Further details on how MVAC responds to these issues are outlined in:

- In relation to non-payment of rent, the [Arrears Management Policy]; and
- In relation to other tenancy breaches, the [Tenancy Breach Policy].

Eviction is a measure of last resort and will only occur where MVAC has:

- Explored all alternative options with the renter;
- Made suitable referrals to support and advocacy services;
- Given proper consideration to the human rights of the renters under the Charter of Human Rights and Responsibilities, and the decision is compatible with MVAC's obligations under the Charter;
- Followed a consistent, fair and accountable process and the renter has been kept informed of the process.

A decision to apply to VCAT for a Possession Order requires written approval from MVAC's Housing Manager. This should be based on a full assessment of all relevant circumstances, taking into account the matters listed in "Human Rights Considerations" and "Procedural fairness" below.

Human Rights considerations

MVAC staff will consider the potential impact of any proposed action on the renter (and their household) rights under the Charter of Human Rights and Responsibilities. MVAC will ensure that human rights are at the centre of all decisions made with respect to a tenancy. A renter's human rights are subject only to reasonable limitations under the law.

Decisions made by MVAC that limit a renter's human rights must:

- be lawful, necessary, reasonable, and proportionate;
- consider the nature of the human rights and the importance of limitations upon it;
- ensure that MVAC has explored any less restrictive actions reasonably available to it.

Relevant Charter rights include:

- Recognition and Equality before the law (s8);
- The right to protection from cruel, inhuman, or degrading treatment (s10);
- Privacy and Reputation (s13);
- Protection of families and children (s17);
- Right to protection of cultural rights (s19).

Further information on each of these rights is available from the [Victorian Equal Opportunity and Human Rights Commission](#).

MVAC staff taking action in line with this policy must:

- Understand the objective and rationale of the actions they are taking;
- Consider the impact of a proposed action on the renter's rights under the Charter of Human Rights and Responsibilities;
- Consider whether the proposed impact is balanced, proportionate and necessary to achieve the objectives of the organisation;
- Choose the least restrictive measure available.

As part of the process for obtaining organisational approval to apply for a Possession Order, MVAC staff will:

- carry out and document their assessment of the recommended action against rights of the renters under the Charter of Human Rights and Responsibilities; and
- inform the renter and/or their advocate of the actions being considered by MVAC.

The renter and/or their advocate will be provided an opportunity to respond and MVAC will consider any alternative course of action to resolve the issue.

The human rights assessment and any response from the renter and/or their advocate will be reviewed and considered by a senior decision maker of MVAC prior to a decision being made.

If eviction is necessary, MVAC will provide information about alternative housing options to renters prior to and at the time of eviction.

Procedural fairness

MVAC will provide renters with adequate notice of any proposed actions or proceedings so that they are in a position to seek assistance where needed and to effectively consider and prepare their response.

To ensure procedural fairness, MVAC staff will:

- Notify the renter, either in writing or verbally, of the nature of the alleged breach that may result in a notice or action taken by MVAC;
- Inform the renter of information and evidence gathered that will be used to make any decision in relation to their tenancy;
- Provide the renter with an opportunity to refute the alleged breach or provide a response to the alleged breach, including reasons why a notice should not be issued and allowing the renter to provide supporting evidence;
- Fairly consider any material or information provided by the renter when making a decision; and
- Where family violence is identified, ensure any assessment is trauma informed, aligns with MARAM and will not further disadvantage victim-survivors.

12. Assignment & Succession Policy

Purpose

The purpose of this policy is to outline how MVAC considers a request for a tenancy to be transferred to another household member.

This Policy applies to any circumstance where the renters named on the residential rental agreement are proposed to change This may be:

- single to single – the tenancy is in one name only and that person wishes to relinquish their tenancy rights to another person
- single to joint – the tenancy is in one name only, and the tenant, along with a current resident, or new household member applies for joint tenancy of the property
- joint to joint – the tenancy is in two or more names and following the departure of one or more parties the remaining renters and/or residents, or new residents apply to have the tenancy transferred to their names
- joint to single – the tenancy is in two or more names and only one person intends to remain in the property
- protected person – where a protected person enters into a new tenancy agreement (see details below)

In applying this policy MVAC will:

- follow a consistent, fair, and accountable process;
- provide people with information about this policy and how MVAC is applying it in their circumstances;
- consider the individual circumstances of applicants, renters, households and their kin;
- give due consideration to human rights and consider the impact of any decisions MVAC makes under the Charter of Human Rights and Responsibilities; and
- respond to matters that may be family violence related, that is trauma informed and promotes the safety and wellbeing of renters and their families.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- allocate housing fairly, appropriately and efficiently to eligible households;
- make best use of limited housing resources;
- manage its housing portfolio fairly, appropriately and efficiently, in light of the significant need for housing in the community;
- meet all of its contractual, legal and regulatory duties;
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy Statement

Application for assignment by household member

If a household member wishes to seek permission for assignment, they should apply to MVAC as soon as possible. For example, if an existing renter is vacating, they should apply as soon as they are aware that the existing renter/s are intending to vacate.

Any household member seeking to be assigned a tenancy may contact MVAC to make a request, either verbally or in writing.

If a person applies in writing, the application should address each of the factors outlined in the considerations section of this policy (see below). This includes details of any other proposed household members. If a person applies verbally application is made, MVAC will interview the applicant and ask for details in relation to these considerations. MVAC may ask for additional evidence.

In making a decision, MVAC will consider all relevant evidence and personal circumstances of the applicant with reference to the factors outlined below.

MVAC will provide a response to the applicant within [two weeks] of receipt of the application. The response will be in writing and provide an outcome along with reasons for the decision.

If the application is unsuccessful, MVAC will discuss other possible housing and support options with the applicant. The applicant may appeal the decision in line with the [Complaints Policy].

If the application is unsuccessful and the existing renter/s is intending to vacate, or has already vacated, the applicant will also need to move out.

Considerations

MVAC will assess an application for assignment made in line with this policy with reference to the following factors:

Eligibility

In most cases, for MVAC to consider the application for assignment, the applicant will need to be eligible for housing with MVAC, as set out in the [Allocations and Eligibility Policy], including:

The VHR eligibility criteria

However, applicants who were formerly eligible but have since become ineligible owing to having a household income above the relevant limits, will still be considered eligible where they have been approved as an additional household member/s whose income has been included in the assessment of household income for rent calculations prior to the application.

The Additional eligibility requirements

The approval of a transfer of tenancy is subject to the applicant meeting the additional eligibility requirements for other streams of housing with MVAC, including the retention of at least one Aboriginal person within the household, as set out in the [Allocations and Eligibility Policy]. This is except for circumstances where a long-term renter remains in the property following the death/departure of their Aboriginal partner. [See guidance on Allocations and Eligibility Policy]

Impact on applicant and their family

MVAC will consider any negative impacts on the applicant and their family of not approving the request. This will include consideration as to whether severe hardship will be caused and any impacts to health, the wellbeing of children, connection to family and connection to community and culture.

Connection to property

The connection of the applicant and their family to the property will be considered including the length of time the applicant and their family have been living in the property. It is expected that any applicant will have already been approved as an additional household member and that their income will have been included in the assessment of household income for rent calculations prior to the application. If special circumstances exist for why this has not been the case, these circumstances will be considered.

Purpose alignment

If the applicant is not eligible for housing with MVAC, then MVAC will consider what impact approving the application would have on MVAC's ability to:

- meet its charitable purpose;
- meets its legal and regulatory obligations to the Housing Registrar and Homes Victoria to house eligible households; and
- allocate housing fairly in light of the significant demand for housing in the Aboriginal community.

Property suitability and utilisation

MVAC follows housing size guidelines established under the VHR to ensure properties are well utilised and the number of people occupying properties are appropriate for the property size.

Further considerations in assessing property suitability will include whether the property is part of a particular targeted program (e.g. for older renters or renters with disabilities) and whether disability modifications have been made to the property that are not needed by the applicant.

Promoting successful and sustainable tenancies

MVAC is committed to establishing successful and sustainable tenancies. MVAC will consider the applicant's ability to maintain the tenancy. This will include commitment from the applicant to pay rent, to not be involved in antisocial behaviour, and to take reasonable care of the property.

Further steps

If MVAC approves an assignment then it will enter into a new residential rental agreement with the applicant. MVAC will refund any credit balance from the old account to the original sole renter (or their estate).

If a transfer of tenancy is not approved in these circumstances, and the occupant(s) does not leave the property, MVAC may take steps to commence illegal occupancy proceedings at the Victorian Civil and Administrative Tribunal (VCAT). Eviction of illegal occupants in these circumstances will be subject to the approval of [senior person].

If MVAC refuses consent to an assignment, a renter may apply to the VCAT for a determination that the assignment may go ahead without MVAC's consent on the basis that the refusal of consent was unreasonable (RTA section 82). In any such hearing, MVAC will draw the Tribunal's attention to the matters considered under this policy as evidence that MVAC has acted reasonably, including considerations of fairness to people who are eligible for housing with MVAC and who have applied for housing through the Victorian Housing Register.

A person occupying a property who is not a named party to a rental agreement may also apply to VCAT for an order requiring the residential rental provider of the

premises to enter into a residential rental agreement in certain circumstances (RTA section 91S).

Family Violence

MVAC supports all victim survivors of family violence to sustain their tenancies and remain in the home.

Any person within the home (protected person) who has experienced violence by another household member who is a named tenant can apply to VCAT for an order terminating the existing rental agreement and requiring the residential rental provider to enter a rental agreement with the person (RTA section 91V).

During the process of a change of tenancy or removal of an excluded person, MVAC will:

- Allow the protected person to change locks at their cost and will not supply copies to any excluded person
- Conduct an inspection of the property to identify any damages and support the protected person to have these repaired
- Where necessary, organise the removal of abandoned goods by the respondent and coordinate this process with rental inspectors

All work during this process will be managed in accordance with RTA requirements and will be supportive of the protective person's right to remain in the home.

An excluded person may apply for a Priority Transfer as an applicant under the Victorian Housing Register and MVAC will support this to ensure the safety and wellbeing of all parties involved.

13. Goods Left Behind Policy

Purpose

The purpose of this policy is to outline how MVAC will deal with personal belongings or documents left behind at a property by a renter at the end of a tenancy.

In applying this policy MVAC will:

- follow a consistent, fair, and accountable process;
- provide renters with information about this policy and how MVAC is applying it in their circumstances;
- consider the individual circumstances of renters, households and their kin; and
- respond to matters that may be family violence related, that is trauma informed and promotes the safety and wellbeing of renters and their families.

In applying this policy, MVAC will also consider the responsibility of MVAC to:

- meet all of its contractual, legal and regulatory duties. Including the provisions of the Residential Tenancies Act 1997 (Vic) (RTA) as they relate to goods left behind;
- minimise the period of time properties are vacant;
- ensure a safe working environment for its staff and contractors; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy statement

MVAC aims to avoid the need to handle goods left behind wherever possible by ensuring renters are made aware of their duty remove all their items from the property at the end of their tenancy. This also ensures that the property can be re-let to an eligible housing applicant as soon as possible.

Where goods are left behind, MVAC will take reasonable steps to notify the former renter so that they can collect their goods as quickly and efficiently as possible.

Where goods must be stored or disposed of MVAC will do so in line with all relevant requirements under the RTA.

What are goods left behind?

Renters have an obligation under the RTA to leave their property in a reasonably clean condition at the end of their tenancy. The property should be in the same condition as when the renter moved in with the exception of fair wear and tear. Fair wear and tear is the deterioration of the property caused by reasonable use and natural environmental forces.

Renters must remove all their belongings and rubbish in order to leave the property in the same condition as when they moved in. Where this does not occur, former renters may be charged the reasonable costs related to the removal, storage, and disposal of goods.

How goods left behind will be dealt with

Goods left behind will be stored and disposed of in accordance with the following table.

Items	Storage and disposal	Costs
Personal documents	All reasonable steps will be made to inform the renter. Goods will be stored for 90 days before disposal.	The former renter may incur a fee for reasonable costs related to the notification, removal and storage of the documents.
Goods of monetary value	All reasonable steps will be made to inform the renter. Goods will be stored for 14 days before disposal.	The former renter may incur a fee if the goods prevent the property being re-let to another renter.
Labelled urns containing human ashes, specialised medical devices, medals and trophies	All reasonable steps will be made to inform the renter. Goods will be stored for 14 days before disposal.	The former renter may incur a fee if the goods prevent the property being re-let to another renter.
Goods of no monetary value not listed above	Goods will be immediately disposed of.	The former renter may incur a fee for the removal and disposal of the goods.

In circumstances of personal or financial hardship and where leaving goods at the property was beyond the control of the former renter, MVAC will consider all relevant circumstances and may waive any fees that would normally be incurred.

Notification

When notifying the former renter, the forwarding address and email address MVAC provided for the former renter will be used. MVAC may also contact support workers and next of kin or emergency contacts.

The prescribed Notice of goods left behind form available from the Consumer Affairs Victoria website will be used to make notifications.

14. Transfer Policy

Purpose

The purpose of this policy is to outline the approach of MVAC where a current renter requests a transfer, or where MVAC initiates a transfer.

This Policy applies to a person or household transferring from one property to another. In circumstances where a transfer of a tenancy from one person to another is proposed, the [Assignment and Succession Policy] applies.

MVAC has designed this Policy so that its practice and service delivery is in accord with this cultural statement.

In applying this policy MVAC will:

- follow a consistent, fair, and accountable process;
- support households to meet their housing needs;
- provide renters with information about this policy and how MVAC is applying it in their circumstances; and
- consider the individual circumstances of renters, households and their kin.

In applying this policy, MVAC will also consider the duty of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- make housing available in a fair and transparent manner;
- make best use of limited housing resources;
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages;
- give due consideration to human rights and considering the impact of any decisions MVAC makes on the human rights of households under the Charter of Human Rights and Responsibilities.

Policy Statement

Where the renter requests a transfer to another property

Renters may be able to apply for a transfer to another housing property if their circumstances change and their home is not suitable for their needs anymore. This may be for various reasons, including accessibility requirements. See the [Accessibility Modifications Policy] for further details.

Where a renter requests a transfer to another property, MVAC will meet with the renter to discuss their needs. Because MVAC may not have a suitable option considering the high demand for housing, MVAC will encourage such renters to complete a VHR transfer application and will also consider what options are available to make the current property suitable for the renter and their household.

Victorian Housing Register Transfer applications

To apply for a transfer, renters must meet the eligibility criteria determined by the VHR Eligibility Criteria Operational Guidelines, including income and asset eligibility criteria.

Households may also be able to apply for a priority transfer on the VHR if they have an urgent housing need. An urgent housing need may include where:

- there are safety issues, for example, due to family violence
- the existing housing is manifestly unsuitable resulting in a situation where a person cannot continue to live there independently, for example, they need major disability modifications or level access, or they cannot accommodate a live-in carer
- there is a need to re-unify a family, for example, if a court has ordered that a child should visit and stay with their parent three nights a week and there are not enough bedrooms to accommodate the child.

Eligibility criteria are available here: <https://fac.dffh.vic.gov.au/priority-transfers>

Renters who wish to transfer must complete a VHR transfer application and provide supporting evidence. This can be completed online or at a DFFH office. MVAC can assist renters to make a transfer application.

Applications are assessed by DFFH based on the information provided by the renter. DFFH may ask MVAC to supply supporting documentation so that the department can assess the application under the appropriate priority category.

Renters who have been approved for a transfer on the VHR may be offered properties managed by public housing or other community housing providers depending on the preferences in their application.

Other transfer requirements to another MVAC property.

To be eligible to transfer to another MVAC property, transfer applicants must also meet additional criteria, which are:

- confirmation of Aboriginality for at least one permanent household member;
- the applicant has paid any outstanding charges with MVAC;
- during the previous 12 months, the applicant(s) and/or household member(s) were not evicted as a renter of a MVAC property for non-arrears tenancy breaches;
- the applicant meets the minimum age requirements.

Other transfer requirements to other community housing providers

Other community housing providers may have additional eligibility requirements, consistent with their organisational purpose, for example they may limit housing to women or to older people. These will be set out in that provider's policies, which regulation requires they make available in a variety of formats.

Where MVAC initiates the transfer

MVAC may initiate the transfer of a household for management purposes. Reasons for a management transfer include:

- the property is uninhabitable, for example, because there has been a fire, flood or vandalism
- a need to move a renter due to an expiry of a head-lease or to enable the sale, redevelopment or upgrade of the property.

- where the property is not owned by MVAC and the lease with the private landlord has been terminated,;
- the property has been targeted to a specific renter group and the current occupants do not meet this group (for example, over 55 or people with disability);
- the property has specific features for people with disability and they are no longer required by the renter living in the property;
- the property requires significant upgrades and the property is required to be vacant for several weeks for the work to be carried out; or
- to address a serious or ongoing tenancy management issue.

MVAC will work with the renter and their household to initiate a transfer application with the VHR. MVAC will also explore if there are suitable options in MVAC's own housing under management.

When initiating a transfer, MVAC will work collaboratively with the renter and their household to identify alternative housing that meets their needs, with the intent that no housing renter should be left without a home. Renters will be entitled to two suitable offers of alternative housing, and MVAC will try to meet any reasonable household requirements.

Depending on the circumstances, and only if there are grounds under the RTA, MVAC may also issue a notice to vacate in accordance with the RTA in order to facilitate the transfer in a legally compliant manner. If the renter declines two reasonable offers of alternative accommodation, MVAC might take action to end the tenancy (see [Ending Tenancies Policy]). During this process, MVAC will continue to work with the renter and their household, so that seeking any order for enforcement in VCAT is a last resort.

When MVAC asks a household to move from a property that is being redeveloped or upgraded for housing, and the property remains suitable for the needs of the household, MVAC may give the household the opportunity to return to a suitable home on the redeveloped site.

MVAC will cover any agreed moving costs where it initiates a transfer.

Under -utilisation

To ensure the most appropriate use of its property portfolio, MVAC seeks to identify properties that are under-utilised by:

- checking property size against household composition for high demand property types;
- checking transfer applications when they are submitted;
- checking rental subsidy applications when they are submitted, and
- by recording information gained during home visits and inspections.

Where under-utilisation has been established, MVAC may contact the renter to discuss their interest in transferring and whether the property type, size and location to which they wish to transfer is likely to become available. Renters will be supported to lodge an application to the VHR for a transfer to more suitable housing or to other homes managed by MVAC.

15. Inspection Policy

Purpose

The purpose of this policy is to outline how MVAC inspects properties it owns or manages.

MVAC has designed this Policy so that its practice and service delivery is in accord with this cultural statement.

In applying this policy MVAC will:

- provide renters with information about this policy and how MVAC is applying it in their circumstances;
- consider the individual circumstances of renters, households and their kin; and
- give due consideration to human rights and considering the impact of any decisions MVAC makes under the Charter of Human Rights and Responsibilities.

In applying this policy, MVAC will also consider the duty of MVAC to:

- meet all of its contractual, legal and regulatory duties;
- provide a safe working environment for staff and contractors; and
- manage a viable housing business to the benefit of all people that live in homes that MVAC owns or manages.

Policy Statement

Regular inspections

MVAC inspects its properties every [six] months. This is to ensure that:

- MVAC is meeting its obligations with respect to the property; and
- renters are looking after the home in accordance with their obligations under the RTA and their rental agreement.

These regular inspections are also an important opportunity for MVAC to connect with renters in their home and to support early intervention in case of any issues.

Other inspections

MVAC may also inspect the property in the circumstances allowed for in the RTA, including:

- preparing a condition report at the start or end of a tenancy;
- to do the things MVAC is obliged to do, such as repairs to the property and carrying out fire safety, electrical safety, and gas safety checks;
- to have the property valued;
- to show the property to renters, lenders, or buyers;
- to ensure the renter is meeting their obligations under the RTA or their rental agreement;
- if there are family violence proceedings in VCAT.

For all inspections, MVAC will provide the notice required by the RTA.

Entering the property

In entering the property, MVAC will comply with the RTA including giving the required notice.

When carrying out an inspection, MVAC prefers that renters be present, so MVAC will:

- contact all renters prior to the inspection as a reminder of the attendance and to let them now they may have a support person with them if they choose;

- try to coordinate the time of entry so that it is suitable to the renter and their household;
- give renters an opportunity to arrange an alternative time if possible (within business hours); and
- reschedule the inspection if necessary, for example if there are safety or welfare concerns, where there is not an adult household member present or for cultural reasons (e.g. sorry business).

However, this will not always be possible or practicable, and in those circumstances and where MVAC has given the correct notice under the RTA, MVAC will use its key to access the property.

When inspecting a property, staff and contractors of MVAC will:

- Arrive prepared for the visit by bringing any necessary information and documents;
- Carry MVAC identification
- Let the renter know the outcomes of the inspection and timeframes for any agreed action items
- Keep a written record of any agreements made during the inspection.

If a renter does not permit staff and contractors to enter to the property after MVAC has given the correct notice, then this is a breach of the renter's duties under the RTA. This may result in MVAC giving a breach of duty notice to the renter under the RTA.

Home Visits

MVAC may also seek to visit renters in their home informally where the renter has given consent. This could be for a range of reasons including to discuss issues relating to the tenancy or the home, or to address concerns about the welfare of household members. Because home visits take place with the consent of the renter, no formal notice under the RTA is required. MVAC staff and contractors will respect the right of renters to refuse entry or ask people to leave in these circumstances.

16. Sustaining Tenancies Policy

Purpose

The purpose of this policy is to outline the measures MVAC takes to sustain successful housing tenancies and respond to changing needs of renters.

MVAC strives to keep renters housed, as a fundamental requirement to enable people to build their lives and communities. MVAC aims to avoid evictions and exits into homelessness at all times. The principles of this policy are to be implemented by all staff managing or involved in the management of tenancies on behalf of MVAC.

To keep people in stable housing tenancies, MVAC will:

- Develop policies, procedures and work practices that reflects that MVAC is an Aboriginal Community Controlled Organisation:
 - that derives its legitimacy from the strong relationships it has with Aboriginal communities and
 - which achieves success through shared vision and aspirations with Aboriginal communities.
- Develop policies, procedures and work practices that:

- strive to sustain tenancies;
- make eviction a measure of last resort;
- support person-centred decision-making;
- give proper consideration to the human rights of renters under the Charter of Human Rights and Responsibilities;
- provide consistent, fair, and accountable processes.
- Provide renters with clear information about their tenancy obligations in multiple formats and which is culturally appropriate;
- Understand and work with the individual needs of renters and their households to build on their strengths and address gaps;
- Create links with [AHP's own services], other services and programs that benefit renters and the community;
- Provide proactive and responsive support for at risk tenancies;
- Respond appropriately to changing household circumstances;
- Respond to matters that may be family violence related in way that is trauma informed and aligns with the Family Violence Multi-Agency Risk Assessment and Management Framework (MARAM).

Policy Statement

Person-centred

Applicants and renters have a range of housing and support needs. Each household is unique and has its own story, strengths and life challenges.

MVAC aims to proactively identify renters and households most at risk of tenancy failure to sustain tenancies. MVAC does this by:

- Conducting interviews with applicants prior to allocation and matching to suitable property;
- Offering a home visit at 6 weeks post sign up and annually throughout the tenancy to check in on wellbeing and identify any property or tenancy related concerns;
- Maintaining regular, personal and sustained contact with identified 'at risk' households;
- Using every interaction with a renter as a chance to understand their needs and sustain their tenancy.

Changing needs

Renter's and household members' needs and priorities may change over time.

MVAC will endeavour to meet renters' changing needs within program guidelines, legislative requirements and available funding. This means that MVAC will:

- work closely with renters whose circumstances change suddenly for example as a result of ill health, domestic and family violence, bereavement or other life event, to coordinate additional supports as required;
- manage requests from renters to modify their property or transfer to another property because of changing needs fairly and flexibly;
- consider safety issues regarding location and/or family breakdown, any required property modifications to meet the customer's needs, including disability modifications;
- account for the needs of renters and people MVAC would like to house in developing asset strategies.

At risk tenancies

Where a tenancy is at risk, MVAC first aims to assist the renter to address and resolve the underlying factors that are placing the tenancy at risk. This response includes:

- Assessing individual need and MVAC developing a management plan in collaboration with the renter;
- MVAC referring to a relevant support provider or program;
- Clearly explaining rights, responsibilities, and options,

MVAC will consider the renter's attempts to liaise with current support or to engage new supports in any tenancy management issue, especially when these issues have escalated to the point of potential eviction. See the [Arrears Management Policy], [Breach of Tenancy Policy] and [Ending Tenancies Policy] for further information.

Where MVAC identifies that there are financial issues impacting a household, MVAC will refer the renter to appropriate community-based financial services as a matter of priority to try to address the underlying issues that may be behind issues such as rental arrears.

Importantly, MVAC engages legal processes under the RTA and through VCAT not as a means of bringing an end to the tenancy, but to emphasise the seriousness of the matter, to address the issues that have put the tenancy at risk and to ultimately sustain the tenancy. See the [Ending Tenancies Policy] for more information.

Support coordination

MVAC recognises that renters may require additional support to sustain their tenancy and live independently. Households may present with different support needs throughout their tenancy.

MVAC will work with renters to identify proactively, any additional tenancy skills they require in order to maintain their own tenancies. This may include resolving neighbour disputes, identifying where tenants may need assistance with household tasks or brokering access to specialist support.

In some cases, MVAC may be able to provide support to renters and households through other programs offered by the wider organisation. In such circumstances:

- different MVAC staff will be involved in the provision of support and tenancy management respectively;
- MVAC will ensure that different senior leaders in the organisation are responsible for support services and housing management so that there is a proper separation of functions; and
- where MVAC cannot provide support, or can no longer provide support, it will work within its network of specialist services to provide referrals to appropriate agencies when required.

Practices

MVAC adopts practices which support renters to understand and carry out their responsibilities as a renter under the RTA and their rental agreement. This includes:

- Making information available in a variety of formats and languages, where required,

- Working effectively with specialist support providers, including developing and supporting initiatives aimed at increasing the level of tenancy sustainment, based on an understanding of the reasons for tenancy failure;
- Ongoing training and development opportunities for staff of MVAC;
- Reviewing cases of tenancy failure or tenancy sustainment challenges to improve practices; and
- Integrating consideration of human rights under the Charter of Human Rights and Responsibilities into relevant policies.

17. Working with Renters and Communities Policy

Purpose

The purpose of this policy is to outline how MVAC works with renters and communities to:

- support and provide appropriate, and secure housing to achieve housing stability and sustainable tenancies;
- partner with other relevant organisations to promote MVAC's housing, to contribute to socially inclusive communities;
- ensure that MVAC listens to renters and communities and takes their views into account when delivering housing and services.

MVAC has designed all its policies so that its practice and service delivery is in accord with this cultural statement.

Policy Statement

Involving renters in the delivery of housing and services

MVAC will work with renters, community members and organisations to support:

- the delivery of homes where they are needed;
- high quality services by MVAC that are responsive to their ideas and feedback; and
- other services that meet the needs of renters and households to help them get housed and stay housed.

MVAC will establish a Renter Consultative Committee made up of people who use MVAC's housing. The Committee will meet at least two times a year. MVAC will provide members of the Committee with the opportunity to review and provide feedback on relevant matters including:

- Policy and practice for how MVAC manages tenancies and properties;
- Priorities for MVAC in delivering new housing;
- Topical housing-related issues in the community; and
- How best to communicate with MVAC renters.

Survey

Every two years MVAC will carry out a survey open to all of its renters so that renters can provide anonymous feedback on the way that MVAC delivers housing and services. MVAC will assure renters and their households that the survey is confidential and will engage an external service provider to carry out the survey. The survey will be available in a variety of formats and MVAC will offer renters support to complete the survey.

MVAC will use the results of the survey to improve the way it does business, including:

- changes to tenancy and property management policy and practice;
- updating communication tools and approaches;
- in its annual business planning to establish priorities for the housing portfolio;
- in working with partners and government to improve housing outcomes for the community as a whole.

Partnerships with the community

MVAC will maintain collaborative partnerships with a range of organisations in the communities in which it provides housing. MVAC is a organisation controlled by Aboriginal people serving Aboriginal communities.

These services are essential to assist renters and their household to live independently and develop skills that they can use to contribute to their community.

These services can include:

- tenancy support programs;
- life coaching;
- financial counselling;
- legal services,
- health and wellbeing programs;
- yarning circles.

MVAC also works with partner organisations to:

- promote the benefits of housing owned and managed by Aboriginal Community Controlled Organisations;
- advocate for more public investment in housing owned and managed by such organisations and for self-determination in housing;
- more effectively allocate housing through referral networks; and
- better understand local issues and housing need.

Building cohesive communities

MVAC will work with local communities to support their aspirations, on a strength-based approach. This will be based on an understanding disadvantage and social injustice and working authentically and collaboratively with clients and communities. MVAC may adopt various strategies in response to creating and building sustainable communities and tenancies where there is:

- a high concentration of housing stock in a particular area;
- renters with multiple health, social or economic issues in a particular area or development;
- existing tenancy management issues (or the potential for future issues to develop)
- existing neighbourhood tensions or disputes which may be exacerbated if allocations are not sensitively handled; and/or
- a mismatch of supply and demand that results in a property being hard to let.

18. Related policies

Related policies include the following

Related Policy	How it is relevant to this policy
[Rent Policy]	Describes how MVAC sets rent in housing in a way that is affordable.

[Complaints Policy]	Describes how MVAC responds to and manages complaints from renters, which includes a request that MVAC review a decision it has made in relation to housing, sometimes called an appeal. This applies to decisions MVAC makes about disputed arrears and calculations of rent.
[Financial Hardship and Temporary Absences Policy]	Describes how MVAC aids renters experiencing significant financial hardship, where when a renter is unable to pay their rent without impacting on their ability to meet their basic living needs. This includes hardship where renters are required to be temporarily absent from their property and special consideration is required to help sustain their tenancy.
[Ending Tenancies Policy]	Details [MVAC's] arrangements, processes and considerations for ending tenancies. This includes how MVAC takes into account the individual circumstances of renter and their household, including any human rights that may be impacted.
[Sustaining Tenancies Policy]	Outlines all of the holistic measures MVAC puts in place to sustain successful housing tenancies

19. Legislation and Standards

This policy implements the obligations of MVAC under the following:

Legal obligation	Why this is relevant
Residential Tenancies Act 1997 (Vic)	This law regulates the rights and obligations of renters and residential rental providers (landlords) in Victoria.
Housing Act 1983 (Vic)	This sets out the regulatory system for non-profit community housing providers in Victoria as well as the legal framework for the Victorian Housing Register.
Performance Standards for Registered Housing Agencies	As a registered housing agency under the Housing Act, MVAC is required to comply with the Performance Standards. This policy is established to comply with Performance Standard 1 – Tenant and Housing Services and Performance Standard 7 – Financial Viability
Legal agreements between MVAC and Homes Victoria relating to the VHR and VHR Operational Guidelines	MVAC participates in the Victorian Housing Register, and needs to comply with the agreements it has made with Homes Victoria when agreeing to take part in the VHR, as well as guidelines made by Homes Victoria on the way the VHR operates. This is to ensure that the VHR operates transparently and fairly.
Charter of Human Rights and Responsibilities	MVAC is committed to complying with the Charter, which requires certain public bodies and other bodies exercising public functions to consider, and act compatibly with, the human

	rights listed in the Charter when making decisions.
Disability Discrimination Act 1992 (Commonwealth)	This makes it unlawful to discriminate in provision of accommodation on the grounds of disability of a person (or their associate) by refusing to permit the person to make reasonable alterations to accommodation in certain circumstances including where the alteration is at that person's own expense. There is an exception where special services or facilities which would be required by the person with a disability would impose unjustifiable hardship on the accommodation provider.

Transparency and accessibility

This policy is made available on the MVAC website [www.mvac.org.au/policy].

Definitions

Accessibility modification	Same meaning as used by the National Disability Insurance Agency (NDIA): changes to the structure, layout, fixtures, or fittings of homes of older people and people living with disability to enable safe access and comfortable movement throughout frequently used areas. For the purposes of this Policy, accessibility modifications include assistive technology.
Applicant	A person who has applied for all three streams of housing.
Building Professional, Building Construction Professional (BCP)	Same meaning as used by the NDIA. Includes: architect, designer, building works project manager, builder, building surveyor, engineer, access consultant, or similar. In Victoria, qualifications and/or certification and/or registration is required.
Charter of Human Rights and Responsibilities	Charter of Human Rights and Responsibilities Act 2006 (Vic)
Complainant	The individual or organisation that makes a complaint.
Complaint	An expression of dissatisfaction made to or about an organisation, related to its products, services, staff or the handling of a complaint, where a response or resolution is explicitly or implicitly expected.
Complaint outcome Disability	Results from barriers hindering a person with impairments participating fully, effectively, and equally in society (see United Nations Convention on Rights of Persons with Disabilities: UNCRPD). Disability is an evolving concept.
Emergency repairs	Repairs needed urgently, such as blocked toilet, badly leaking tap, or other issues needing immediate attention, which may require after hours service.

Elders Unit	Flat/Unit set aside specifically for the Elderly, Sick or Infirm.
Financial hardship	Hardship is where unforeseen events occur that fundamentally place a renter's tenancy at risk due to an unavoidable change in financial position and an inability to pay affordable rent.
Fair wear and tear	Occurs during normal residential use of a property and deterioration due to ageing and exposure to the environment. Further information can be found in the Consumer Affairs Victoria Directors Guidelines - Damage and fair wear and tear
General repairs and maintenance	General upkeep of the property such as electrical repairs, plumbing repairs, floor covering, painting, fencing, etc.
Grounds and gardens	The grounds within the property e.g.: the lawns, gardens, fences and gates.
Housing Officer	This is the person at MVAC who you should contact for all matters of your tenancy.
Landlord	The owner of the property – the MVAC, or its representatives, the Housing Officer for example.
Order of compensation	An order granted by VCAT giving the rental provider the right to seek reimbursement from the renter.
Policy Document	A written policy of MVAC which details the way in which they will act in certain matters.
Priority access	A prioritised category on the VHR for applicants who meet set criteria that demonstrate a need to be housed more urgently.
Property	The house (or flat/unit etc) that you are renting. (<i>not including Elders units</i>)
Register of interest	A register of applicants on the VHR who do not require urgent housing or have priority support needs, who may benefit from housing.
Rent or Rental	The amount of money that you pay to MVAC to live in the property.
Rent Assistance	This is the name for assistance that can be provided by Centrelink to help you pay your rent.
Residential Tenancy Act	This is the Act that forms the rules for all Tenants and Landlords in Australia.
Residential Tenancy Agreement	This is the agreement that you will sign before moving into the property that you will rent from MVAC.
Tenant	The person (or people) who will be renting the property.

Tenancy selection criteria	The requirements a tenant must meet to be eligible for MVAC housing.
VCAT	Victorian Civil & Administrative Tribunal. A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the Residential Tenancies Act 1997.
VHR	The Victorian Housing Register, the state-wide common application for people seeking public housing and community housing.
Warrant of possession	A legal document issued by VCAT authorising police to evict renters from a property.