

BaptistCare Community Housing Program

Tenant's Handbook

Welcome To Our Housing Program

Welcome to BaptistCare. We trust your time with us will be a long and fulfilling relationship. This tenant handbook has been developed to ensure all tenants know what they can expect from BaptistCare and what all tenants can expect of one another as we work together to support a welcoming and peaceful community.

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The BaptistCare Housing Vision

BaptistCare is committed to transforming lives by expressing the love of Christ. We have identified that a significant need for many in our community is the need for housing. In response to this identified need BaptistCare has developed a strategy to increase the amount of affordable housing available particularly for older people.

The provision of a physical dwelling is key in meeting the needs of many in our society. In addition, it is imperative that tenants have access to support services that sustain their tenancy, allow ageing in place and enable a continued connection to their community. To ensure the full needs of our clients are addressed BaptistCare implements innovative options to secure funding for sustainable growth of our programs and to ensure housing is adaptable and accessible. BaptistCare also assists tenants to engage and connect with other service providers and their community at large to enable a long term stable tenancy.

We can only achieve this through working in partnership with the tenants and other local community groups.

Seniors Housing

Our housing programs create communities specifically for seniors. We recognise that people want to live near other older people with similar interests and needs, and where there are formal and informal support systems for older people in place. BaptistCare supports senior communities as we have strong links with the full range of aged care services. Our housing is designed with older people in mind and also has good access to shops, transport and other services. People are eligible for a seniors community property if they are aged 55 years and over, or 45 and over if Aboriginal or Torres Strait Islander.

Office Contacts

The Lismore office is located at

Maranoa Centre

15 The Avenue

Alstonville NSW 2477

Telephone: (02) 6698 5742

Your Community Housing site Manager

Office hours are usually 9.00 am to 5.00 pm.

The Goulburn office is located at

Clinton Place, Clinton Street
Goulburn NSW 2580

Telephone: (02) 4819 3800
Your Community Housing Manager

Office hours are usually 9.00 am to 5.00 pm

The Springwood office is located at

315 Macquarie Road
Springwood NSW 2773

Telephone: (02) 6698 5742
Your Community Housing Manager

Office hours are usually 9.00am to 5.00pm

The Five Dock office is located at

8 King Street
Five Dock NSW 2046

Telephone: 0438 437 731
Your Community Housing Manager

Office hours are usually 9.00am - 5.00pm

Housing NSW Notification

If you are currently on the Housing NSW waiting list for housing, we will notify Housing NSW that you have become our tenant if you are allocated a permanent property. Your name will be removed from their waiting list when you have signed a lease.

Policies & Procedures

BaptistCare has policies and procedures in relation to our housing programs. This handbook highlights our main policies. You are entitled to look at or get a copy of any policy or procedure at any time. Please contact your site coordinator with any requests.

Rights & Responsibilities

a. Your rights

As a tenant, you have rights and obligations under the Residential Tenancies Act 2010. When you sign your lease you are given a copy of the New Tenant Checklist which

details your rights as a tenant.

As an organisation we also believe you have the following rights:

- To be treated with respect.
- To be fully informed of your entitlements and have access to information you require.
- To lodge complaints or appeals without discrimination.

b. Your responsibilities

You also have responsibilities as a tenant, which are that you will:

- sign and return the agreement and completed Property Condition Report as requested, within 7 days of receipt
- pay the costs for electricity, telephone, gas and any additional charges as outlined for you before you signed the lease.
- ensure your rent is paid on time and kept 2 weeks in advance
- notify the landlord of any change in circumstances that may affect the way you pay rent or any changes to the income of your household
- maintain the dwelling in a clean state. If you are residing in a villa or unit, you must
- cooperate with neighbouring tenants to keep the common areas clean and tidy
- meet the cost of repairing any damage (excluding fair wear and tear) caused by you or any visitor you invite or allow onto the premises
- allow access to authorised contractors and agents of the landlord (BaptistCare) to carry out
- necessary repairs and other services (subject to you receiving appropriate notice)
- not interfere with the reasonable peace, comfort and privacy of other tenants or neighbours
- not sub-let the dwelling or otherwise permit additional occupants into the dwelling
- not operate any business enterprise from the dwelling

Confidentiality & Privacy

When you signed your lease you were given our 'Safeguarding Your Privacy' brochure which outlines all the ways we protect your privacy. This brochure is also available on our BaptistCare website. You can also ask for a copy of the BaptistCare Privacy Policy at any time from any member of staff.

All information about your tenancy is kept securely in our office, either on file or computer record. We only retain information that is relevant to your tenancy, such as your application, rent records, and any correspondence. We will respect your confidentiality and privacy and you can ask to see your tenancy files at any time by

speaking with your site coordinator or making a request in writing.

Our staff are not allowed to discuss your tenancy with anyone unless they have your permission. Sometimes we can be required by law to provide information to another organisation about our tenants, such as to Centrelink, the police or for legal proceedings. In these situations, we will supply the information in accordance with the Privacy Act. If you want us to discuss your tenancy with someone else then you need to complete and sign a 'Disclosure Consent' form that gives approval for us to do this. We will usually have you sign this when you sign your lease.

Participating In Housing

Your involvement in the way we deliver our service is important to us. We encourage our tenants to take an interest and become involved in what we do. However, you do not have to become involved at all if you are not interested.

Tenant Satisfaction And Making A Complaint

We want to hear from you if you have suggestions about how our services can be improved.

We would especially like to hear from you if you are not satisfied with the services we are providing. At any time you can provide comments using the blue 'Have Your Say' forms which are available at the office or at the BaptistCare website.

Once a year we will send you a survey as we value your feedback. We ask that you complete this survey and return it to us in the stamped self-addressed envelope provided.

We collect this information to ensure we are meeting our tenants' needs and to learn how to improve our services. After the survey we will prepare a report on the feedback which will be posted to every tenant. If you have an idea, suggestion, complaint or want to talk to us, don't wait for the survey, drop in and see us or ring during office hours.

Our aim is to provide a high quality, professional service to our tenants. Where you consider we have failed to do so, you have every right to make a complaint. Most importantly, you have the right to make a complaint without fear that you will be discriminated against or victimised or that the service we provide to you will be affected in any way.

Minor complaints will mostly be resolved quickly by simply contacting one of the staff at the office and discussing your problem.

When this is unsuccessful or it is not appropriate, you can lodge a written complaint with the General Manager of Housing and Retirement Living, who will investigate the complaint and contact you. If you are still unhappy with BaptistCare's decision you can contact the Housing NSW Housing Appeals Committee. Their information is available

from the office or on the internet.

Contact details for BaptistCare for directing comments or complaints:

General Manager, Housing and Retirement Living

BaptistCare

PO Box 7626

Baulkham Hills NSW 2153

Phone: 1300 275 227

Email: corporate@baptistcare.org.au

Website: baptistcare.org.au

Contact details for the Housing Appeals Committee:

Office:

5-6 Ground Floor

1-7 Elsie Street

Burwood NSW 2134

Postal Address:

PO Box 1030

Westfield Burwood NSW 2134

Free call: 1800 629 794

Phone: 02 8741 2555

Website: <http://www.hac.nsw.gov.au/>

Visiting Your Property

In addition to arranged visits with your housing or support workers, BaptistCare Housing staff may also inspect your property up to 4 times per year. BaptistCare can also access your home once a year to evaluate the property or have it valued.

You will always be given at least 7 days' notice of any property inspections by our staff.

The only occasion where notice may not be given is in an emergency or where we have obtained a legal order that allows us to visit the property without notice. In an emergency we will enter your property without notice or consent in order to respond to the emergency.

Our tradespersons will not enter your property without you first being contacted by us or them. The tradesperson will have a work order with your address which you can ask to look at to confirm the arrangements.

You should always be comfortable that the person visiting your home is who they say they are. If you are unsure of the visitor's identity, remember that our housing staff will have identification and you can ask to see it whenever you want to. If it is a tradesperson calling, either we or the tradesperson will have contacted you prior to visiting so that you

know they are coming. If you are ever in doubt, refuse entry and contact us immediately.

Appealing Decisions

Our staff are always willing to discuss, explain and review any decision we make which affects your tenancy with us. An appeal can be made in regards to any decision made by a staff member. Matters you can appeal include rent assessments, rehousing applications, water usage or any other charges made, and maintenance plans for your property.

If a matter cannot be resolved, you are entitled to make a formal appeal.

Formal appeals should be made in writing and addressed to the General Manager, Housing and Retirement Living.

Rent

a. Assessing your rent

The market rent of your property is recorded on the first page of your residential tenancy agreement. All Community Housing programs limit the rent to be paid to less than 75% of this market rent. If you are a social housing tenant, you may be entitled to further subsidies.

It is the subsidised rent you will pay us fortnightly. The subsidised rent is based on your household income and the market rent and is calculated in accordance with the NSW Community Housing Rent policy. We calculate your rent based on the information you provide us. You can ask the office for a copy of the rebate and rent calculations.

b. Rent Assistance

If you are receiving a Centrelink payment you are eligible for rent assistance. When living in a community housing program you are required to apply for the rent assistance and 100% of the Commonwealth Rent Assistance (CRA) is calculated into the rent you pay.

c. Rent Reviews

We conduct up to two rent reviews each year. At the time of review you will be sent forms to complete, which will include questions about your household and income details. You will need to submit proof of your current income, even if it has not changed since the previous review. If you do not return the rent review documents within 14 days, your rent will no longer be subsidised and you will be charged maximum rent, at least until you provide all of the requested information.

Also, if your household income changes before the next review is due you must notify us immediately. When you provide proof of any change in your income, your rent will be reassessed. You can also request a review of your rent at any time, such as when your income decreases.

d. Paying your rent

We will organise with you the most convenient way for you to pay rent which may include:

- Direct Debit which you arrange with your bank
- Centrepay which you arrange with Centrelink.

e. Rent Receipts

You will be issued with a quarterly rent statement which will be posted to you every three months. If you require a statement at any other time you can request one from the office.

f. Problems with Paying Rent

If you are having difficulties making a rent payment, please contact us immediately. We understand that tenants occasionally have financial difficulties and if the problem is discussed early we may be able to work out a solution including a possible payment plan. Talking to us early can prevent us having to take action which can lead to the termination of a tenancy. If in doubt, call your site coordinator who will be happy to discuss any concerns you may have and assist you with coming to a mutually agreeable arrangement.

You are required to pay the correct amount of rent on time. This is one of the conditions of the legally binding agreement that you have signed with us.

If you are one week in arrears we will ring you and remind you to pay your rent. If you do not pay this rent, or you become two weeks in arrears and have not contacted us to make arrangements we will visit you to discuss the situation.

If you do not make any contact with us or if you make a payment plan and continue to breach your lease we may have to commence proceedings with the Consumer, Trader and Tenancy Tribunal (CTTT). This will either be to request an order from them for you to pay your rent, or an order for possession of your home.

If you leave owing us money for rent, maintenance or water usage, we will consider pursuing this debt through legal channels as we are dependent on income to offer our homes to others. Non-payment of debts and rent can affect your future housing.

g. Water Usage

Currently BaptistCare pays for water usage across our housing programs. While BaptistCare is entitled to pass this cost on to you as individual tenants the decision has been made to incorporate these costs into our operating costs for the time being. You will be given 90 days' notice of any change to this process.

h. Other Costs

The Tenancy Agreement states that you agree to pay for any and all damage caused by you, your family or your visitors. If these payments are not made as has been agreed,

then you are in breach of the agreement and we may take action to recover these amounts.

If there are any other charges or costs that you are responsible for we will have explained these to you before you signed the lease.

Utilities: Electricity, Gas and Telephone

You are responsible to pay for the use of these utilities.

Before moving in to a property remember to have the electricity, gas, if applicable, and phone connected in your name. Make yourself familiar with where the fuse box is, where to turn the gas on/off, where the water mains is in case of emergencies.

The fuse box is usually on the side of a house or inside a kitchen cupboard in a unit. Make sure all the switches are turned on. Our houses are fitted with trip switches for safety. If you have any problems with hot water or power always check the switches or fuses before ringing to report a problem.

Property Condition Report

Please complete the relevant sections and return the copy of the Property Condition Report you have been given within 7 days, whether you have moved into the property by then or not. The report will already have some sections completed by the site coordinator prior to it being given to you. The report for your property will be used to assess the standard of the property when you leave and so it is very important that you take time to complete it thoroughly and return it on time. If you disagree with anything written on the report you can talk to your site coordinator.

Looking After The Property

a. Property Maintenance

You are responsible for keeping the property in good condition and for all cleaning. Written consent from BaptistCare is required for any alterations to the property, prior to the work being done. Any alterations made without consent may incur charges to the tenant to return the property to the original condition.

You are also responsible for the following maintenance:

- Keeping the premises clean and tidy
- Replacing light bulbs
- Disposing of rubbish and waste regularly
- Protecting the property from damage
- Notifying us of any damage or maintenance problems
- Repairing any damage caused by you or your visitors. If the damage is significant or

- you are unable to fix it, you will need to notify BaptistCare to arrange for it to be repaired at your expense.

All of our properties have a long-term maintenance plan, which allows for replacement of equipment, repainting and other refurbishment over a cycle of 10 to 30 years. As part of this plan we will need to inspect your home once a year to see how it is coping with wear and tear, and whether the plan is on schedule and working well enough. We will give you notice of the inspection. To ensure the plan is appropriate we are grateful for any comments you have about the maintenance of your home, and welcome your input to our planning.

b. Appliances

BaptistCare is responsible for providing and maintaining some of the appliances in your home.

These are the stove, the hot water system and the air-conditioning (where provided). It is expected that you will take care with these appliances and follow manufacturer's instructions when using them. As with all BaptistCare property, if these appliances are damaged or in need of repair, please contact your site-coordinator as soon as possible.

All other appliances which are your property are your responsibility to maintain.

c. Requesting Repairs

Refer to the attached Maintenance procedure on how to request and arrange repairs and maintenance and for information on what will happen.

Please inform the office when your request for repairs has been attended to and advise us as soon as possible if the repairs have not been carried out satisfactorily.

d. Accidents do happen

Your agreement with us requires you to report any damage to the property and we ask that you notify us of this as soon as possible. While we may ask that you pay for any repairs that are not 'fair wear and tear', we understand that damage can be caused through simple accidents and is not necessarily the result of neglect or vandalism. You may be given the opportunity to rectify the damage yourself unless it requires a qualified trade person. The repair must be of professional quality.

If you are to be charged for any repairs because they are not considered 'fair wear and tear', you will be told about this before we organise the work. You will be sent an invoice for the cost of the repair work. You are asked to pay the invoice on receipt. If you have difficulties in paying please contact your site coordinator immediately to discuss the matter.

e. Keys

Keys are your responsibility. If you lose your keys or lock yourself out you are responsible for the locksmith charges. It is advisable to leave a copy of the keys with a

trusted friend or neighbours. Please do not try and break into the house as you will be charged for damages and this can cost more than the cost of a locksmith.

f. Common Areas

Within our communities there are common areas and grounds for which BaptistCare is responsible for all maintenance. If you are a tenant of one of our communities we ask that you take responsibility for your use of communal areas and treat them with respect and care, mindful that other tenants will also be using them.

g. Lawns and Gardens

These are all considered to be communal space and are attended to by contractors arranged by BaptistCare. Tenants are unable to have their own garden area. Where there is a designated 'Community Garden' at the site, there are guidelines and responsibilities around being involved in this garden or making use of it. Please contact your site coordinator if you have any questions or wish to plant anything.

h. Car Park Area

BaptistCare does not assign car spaces for tenants. The large car park is for the sole use of our BaptistCare tenants and visitors are not permitted to occupy these car spaces. We also do not permit the parking of caravans, boats and unregistered cars in these spaces.

i. Garbage/Recycling Area

The local council provides a weekly garbage and recycling service. Tenants are encouraged to recycle paper, glass and plastics, which will reduce the amount of garbage that is disposed of in the bins. If tenants place non-recyclable material in the recycling bins it will not be collected by the council trucks.

Tenants are required to keep common garbage areas clean and tidy.

Tenants are asked to report any concerns you have about the use of these communal areas.

j. Security

The law requires that all rental properties offer a "reasonable" standard of security. The minimum security standards for properties are:

- All external doors are of solid core construction
- All external doors are fitted with deadlocks
- All windows are fitted with locking devices

Tenants at times ask us for permission to install security grills (bars) on their windows.

Security grills might increase the security of your home, but they can be extremely dangerous as they may prevent you and your family from evacuating your home in an emergency. If tenants wish to install the grills at their own cost they must apply in writing

to BaptistCare for permission. We will only approve the type of security grills that can be opened from the inside.

k. Fire safety

All NSW residential properties must have at least one working smoke detector. Your property is fitted with a hard wired smoke detector that also has a battery for back-up power supply. Your site coordinator will arrange for this battery to be changed annually. Apart from this you are responsible for maintaining that smoke detector in good working order. Smoke alarms need to be kept clean so please vacuum the outer casing occasionally. Also test your smoke detector every 3 months. Never disable or remove a smoke detector. This endangers your and other's lives. Contact your site coordinator if there are any issues regarding your smoke detectors.

l. Intrusions or a break-in

If your property is broken into and damage has been caused then you need to notify the police. We cannot lodge an insurance claim unless there is a report filed with the police regarding the damage. You will need to provide an event number from the police to us otherwise you will be held responsible for repairing the damage, including paying any associated costs.

Absence From The Property

If you plan to be away from your property for one or more nights we recommend that you consider how to prepare your property for your absence. This may include leaving contact details with staff or a neighbour, requesting for a neighbour to collect any mail, water plants and generally look out for your property. For short absences there is no requirement to inform BaptistCare although it is helpful for staff to know that you are away for maintenance and security issues.

If you plan to be away from your property for a period of 2 or more months at one time, or frequent absences within a 12 month period, you will need to apply for approval as this is considered an extended absence.

To gain approval, you will need to:

- Apply in writing to the site coordinator prior to leaving;
- Make acceptable arrangements for the payment of rent during your absence;
- Ensure the property is cared for, such as collecting mail.
- Provide contact details for yourself during your absence
- If absent for more than 14 consecutive days, provide the details of a local contact person who can act on your behalf and who has keys to the property in case of an emergency.
- Where a rent review is due during your absence, provide proof of your income to

the site coordinator. Failure to supply income information when required can affect the rent you are required to pay.

The site coordinator will consider every application separately and will provide you with a decision, along with any notices or requirements for the period of your planned absence/s, in a timely manner.

Neighbour Disputes

Good relationships with your neighbours make life more pleasant for all, and help to improve the safety for everyone living in the community. You and your neighbours are entitled to quiet peace and the enjoyment of your property. Therefore, you need to be considerate of others when using your TV at a loud volume, entertaining visitors, coming home at night, failing to keep your property neat and tidy, and other activities that may intrude on your neighbours. You are also responsible for your visitors' behaviour at your property and towards neighbours. Every member of the community is asked to be considerate of their neighbours.

If you do experience a problem with a neighbour, whether our tenant or not, it is not necessarily within our responsibility to intervene. We are available to discuss with you any matters that are of concern so we can work together to find mutually appropriate responses.

If you are experiencing problems or have concerns we do suggest that you try some of the following options:

- Attempt to resolve the problem with the neighbour yourself, to the best of your ability;
- Consider how other organisations may be able to assist or intervene. For example, complaints about noise or the behaviour of pets can often be effectively handled by the local Council or the police;
- Consider mediation with the neighbour through a Community Justice Centre.

If you are being harassed or intimidated, or feel unsafe, please talk to us as soon as possible.

Visitors, Relatives And Friends

You are entitled to have visitors, relatives and friends stay with you in your home unless your tenancy agreement specifically states that you may not. However, if they stay for longer than 28 days, we need to include them in your subsidised rental calculation.

Visitors who stay with you on a regular basis cannot stay for any more than three days in each seven day period, or their income will be included when calculating your rent for that period.

The Tenancy Agreement (lease) you signed clearly states on the front page how many people may live in your home. If you want this figure to be changed, you need to discuss this with your site coordinator before you let anyone move in permanently. This is because it will affect the calculated income for your household and may therefore affect the rent you are required to pay. It may also cause your property to be considered overcrowded which BaptistCare is unable to allow. As a Seniors Community, occupants under 45 years of age are unlikely to be approved.

Changes To Your Tenancy

a. Transfer or Rehousing requests

In the future, you may find that your property no longer suits you and you may wish to seek a transfer. This may be because of:

- Ill health or medical reasons.
- Family reasons.
- Incidents supported by evidence.
- You will also have to meet the Housing NSW transfer conditions:
- Be up to date with rent and other charges
- Have no current Tribunal orders or serious complaints.

You will need to lodge an application for rehousing and be able to provide evidence that your existing accommodation no longer meets your household's needs. You will be responsible for all relocation costs. If we are able to, we will offer you more appropriate housing within BaptistCare but as we have limited stock the opportunity for this is unlikely.

We will lodge your transfer with Housing NSW and other community housing providers in the area to assist you to find an alternate property as soon as possible.

b. Emergency Rehousing

If an emergency occurs such as fire or flooding, you may need to be rehoused in temporary accommodation until a suitable property becomes available. BaptistCare will make any necessary arrangements if an emergency of this sort occurs.

c. Under Occupancy

Under occupancy is defined as living in a dwelling with more bedrooms than you are entitled to. This situation may arise if there is a change to who is living in your home. Housing programs do not provide bedrooms for visitors. If your dwelling is assessed as under occupied and you are still eligible for housing you may be required to relocate to another dwelling. If this is the case you will be given appropriate notice and supported to find a suitable new home.

d. Succession

For individual tenancies succession or passing on of a tenancy by an occupant will usually not automatically apply and each situation will be assessed individually. Please contact your site coordinator to discuss this situation if the need arises.

e. Ending your tenancy

If you do decide to end your tenancy, the law requires that you provide written notice of your intention to leave. The amount of notice depends on your circumstances and varies from 14 to 21 days. We do understand that sometimes this is not practical and we may be able to be flexible in some situations. Please advise your site coordinator of your intention to vacate as soon as you can.

On receiving your notice we will arrange a joint inspection of the property. If you have made any alterations to the premises you must return them to their original condition.

This inspection will use the Property Condition Report that you completed when you moved in.

All tenants vacating a property are required to undertake the following procedure:

- Ensure that the property is in a reasonably clean condition.
- Provide the required notice in writing to the landlord prior to vacating (21 days for general tenants)
- Specify the date on which the keys will be returned to the site coordinator
- Ensure that all keys (including the letterbox keys and second sets if issued) belonging to the property are returned to the site coordinator or designated BaptistCare person. Rent will continue to be charged until the keys are returned
- Remove all unwanted furniture and rubbish from the premises and grounds. Make sure you leave nothing behind as you will be charged for any costs associated with removing rubbish and furniture.

Pets

BaptistCare does not allow tenants to have pets including dogs and cats. In some circumstances BaptistCare may allow small indoor birds or fish. Prior to getting any sort of pet, you will need to talk with the site coordinator and apply to them in writing for permission.