



## **Procedure**

### **Ending Tenancies (Termination) – Community Housing**

**Southern Cross Housing Ltd**

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<b>Document owner</b>	Head of Community Housing
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## 1. Purpose

Southern Cross Housing (SCH) will ensure that the ending of Community Housing tenancies will be efficient, respectful of tenant rights and in accordance with legislation.

SCH will ensure that information regarding unsuccessful tenancies will be kept confidential and only used where legal proceedings are needed to rectify a breach or terminate a tenancy.

Tenants will be informed of their rights and be provided with opportunities to engage advocacy services and support.

SCH will ensure that the final decision regarding the termination and any subsequent appeal will be managed in accordance with principles of Natural Justice and in line with the Residential Tenancy Act 1987.

In all cases every effort will be made to assist the Tenant to remain in their home within the bounds of the Residential Tenancy Act (WA) 1987, and the law.

## 2. Scope

These procedures will provide Property Managers with guidance in the management of termination of tenancies both voluntary and forced.

## 3. Roles and Responsibilities

Role	Responsibilities
Property Manager	Management of properties within portfolio, both owned and managed.

## **4. Steps**

### **4.1 Voluntary Termination of Tenancy**

All SCH tenants must notify the Property Manager of their intention to end the tenancy in writing and the date which vacant possession will be delivered. Form 22 – Notice by Tenant of Termination (SCH600/24/0034) Residential Tenancies Act 1987.

A notification letter of Vacating Property Inspection is sent to the tenant.

A documented joint Property Inspection must occur and a completed *Resident Expense Statement* itemising the Refurbishment Works which are the responsibility of the tenant, sent to the exiting tenant.

The tenant must sign the *Resident Expense Statement*. The decision on any dispute regarding the cost or nature of the Refurbishment Works must be determined in light of the signed initial Property Inspection Report located on the client file, and the consideration of fair wear and tear.

A Bond Disposal Form is to be signed by the exiting Tenant and lodged with the Bond Administrator.

Letter to the Department of Housing advising of Bond status if Bond is a loan and some monies outstanding and unpaid at the date of Vacating.

A discharge form is to be completed and sent to Accounts.

A Tenant Exit Form is to be completed and sent to Accounts. A property keys return form is completed and signed.

Tenant issued with a copy of *Important Information For Disposal of Security Bond* sheet.

A Tenant Exit Form is to be completed for Community Housing Reporting purposes.

The exiting tenant is to be recorded as discharged in People Point and 'vacated' in HPE Record Manager.

### **4.2 Involuntary Termination of Tenancy**

#### **4.2.1 Tenancy - Fixed Period**

Where a tenancy is for a fixed period, it may not be ended before the expiry of the end date unless:

- by breach of non-payment of rent
- by breach of other than non-payment of rent (OTHER)
- where the property is considered uninhabitable

#### **4.2.2 Tenancy – Unfixed Period (Periodic)**

The Tenant may bring the tenancy to an end by giving written notice of not less than 21 days.

SCH must give written notice of not less than 60 days.

#### **4.2.3 Termination by breach of Term of Agreement**

(Excludes non-payment of rent)

Where a tenant has breached a term of the agreement - SCH will contact the tenant to investigate the breach and try to implement a plan of rectification.

If this is unsuccessful due to the unwillingness or inability for the tenant to rectify the breach then SCH must exhaust all alternatives with the tenant to rectify the breach.

Failing this, SCH will issue "the first notice" FORM 20 requesting the breach be rectified within 14 days.

If the breach remains unresolved, then SCH will issue the "second notice" Form 1C-Notice of Termination.

Throughout the process SCH will ensure the tenant is provided with information on support and advocacy services.

SCH reserve the right to apply to the Magistrates Court to seek a court order stating the tenant must fix the problem.

#### **4.2.4 Termination by breach of non-payment of rent**

Where a Tenant accrues rental arrears, SCH will in the first instance, bring it to the Tenant's attention by letter with a copy of the account statement.

The Property Manager will discuss a Payment Plan with the Tenant.

SCH will confirm the Payment Plan in writing when a completed and signed Payment Plan form is returned to SCH.

Where a Payment Plan is unsuccessful, the Property Manager will meet with the tenant to discuss possible alternatives or provide information on support or advocacy services

If the arrears remain outstanding arising from continued default of the Payment Plan and the rent continues to accrue, SCH will issue "the first notice", Form 21 requesting the outstanding amounts without delay.

If the arrears continue in default after a further 14 days, then SCH will issue Form 1A-Notice of Termination for non-payment of rent.

#### **4.2.5 Property uninhabitable – Termination of Agreement by change of address**

If the property is partly or wholly damaged or destroyed and it is in the opinion of SCH, uninhabitable then SCH will provide seven days written notice to the Tenant or the Tenant may provide two days written notice to SCH.

SCH will use its best endeavours to find alternative housing for the tenant.

#### **4.2.6 Serious injury or damage**

Where the Tenant is causing, or SCH believe is likely to cause, serious damage to the premises or injury to SCH personnel, SCH will, where determined that the intent is established as malicious and not arising from incapacity of decision making, apply immediately to the Magistrates Court for an order that the agreement be terminated.

To apply to the court, SCH will complete a Form 12 application and ask the manager of the court registry for an urgent hearing.

#### **4.2.7 Termination due to criminal offence / anti-social behaviour**

If the property has been possessed by a lawful agency in the investigation of a criminal offence, SCH reserve the right to terminate the tenancy in accordance with Section 69 of the Residential Tenancies Act 1987.

### **4.3 Abandonment of Tenancy**

Where SCH believe that a tenant has abandoned the premises the following steps will be taken in order of listing:

1. Make every reasonable attempt to locate the tenant through informal and formal contacts, not limited to family, friends, support agencies, advertisement.
2. Advise the Department of Communities of the detail of the matter and what steps SCH will follow prior to application to the State Administrative Tribunal.
3. When all reasonable efforts have been exhausted to locate the Tenant, then SCH will apply to the State Administrative Tribunal for a Court Order to determine the Tenant has abandoned the premises and SCH are enabled to seek a replacement Tenant.
4. Request that the Court make provision for payment to SCH from the Rental Accommodation Account where a liability of rent, damage or storage and/or disposal of abandoned goods has occurred in excess of the retained Bond (if applicable).

### **4.4 Abandoned goods**

Where the location of the former Tenant is unknown, SCH will store all Abandoned Goods until the decision of the State Administrative Tribunal advises that they may be destroyed or sold by public Auction.

Where the location of the former Tenants is known but the goods remain despite a former agreement to remove them, SCH will provide written notice to the former Tenant with a timeframe for their removal.

The notice will be sent to the forwarding address and an advertisement placed in The West Australian newspaper.

Further to such notice if the goods remain unclaimed by the former Tenant, SCH will enact the provisions of the Court Order to destroy or sell the abandoned goods by public Auction and retain the costs for the storage and/or removal of the goods and any amounts outstanding for rent or damage.

Any balance will be forwarded to the state Rental Accommodation Account.

## 5. Related Legislation and Standards

Legislation / Standard	
National Community Housing Standards	1:4
Residential Tenancies Act 1987 (WA)	Part IV Division 1A. s27A > refers  Part V Division 2. –Notices of Termination, 67 and 68 refers to notice of termination by Tenant. See also Section 69.  Part V Division 3. – Special provisions about terminating social housing tenancy agreements. 71A – 71J and Division 4. 71 -76B.
Residential Tenancy Agreement	Form 1AA, section 37 to 44 refer

## 6. Supporting Procedures, Policies and Other Documents

Document Title	
SCH Policy – Ending Tenancies Community Housing	
SCH Policy – Eligibility and Allocation - Community Housing	
SCH Procedure – Eligibility and Allocation – Community Housing	

## 7. Feedback

Feedback on this procedure must be directed to the Document Owner.

The Document Owner is responsible for maintaining the currency of this document.