

Ending Tenancies – Community Housing

Policy

1 Purpose

The purpose of this policy Southern Cross Housing will ensure that any tenancy termination proceedings initiated by SCH or the tenant will be efficient, respectful of tenant rights, and in accordance with legislation.

2 Scope

This policy applies to the Ending Tenancies procedure will provide Community Housing staff with the steps in the procedure for managing termination of tenancies in accordance with legislative requirements

For the purposes of this document, SCCWA encompasses services provided by Southern Cross Care (WA), Southern Plus, and Southern Cross Housing Ltd.

3 Policy Statement

As a part of SCH's processes, preventative steps will be taken prior to termination so that all tenants are given an opportunity to be heard and take steps to rectify any breaches in reasonable time frames, where the breach is not issued due to serious health or safety concerns.

Tenants will be informed of their rights and be provided with opportunities to engage advocacy services and suitable support services to assist them to rectify the breach by capacity building, obtaining sufficient wrap around supports and removing the point of issue.

Where possible, SCH will develop a Tenancy Support Plan in conjunction with the tenant and their relevant support providers to outline the tenancy concerns and set goals for them to maintain their tenancy with SCH. Termination will only proceed if the tenant fails to engage with their support workers and plan to achieve their goals in the timeframes agreed upon in the Tenancy Support Plan.

Tenancy support plans will not be offered to tenants who pose a serious risk to the property, themselves, or the wider community, as determined by the Chief Property Officer, in conjunction with the Housing Officer and any external agencies involved.

Information regarding unsuccessful tenancies will be kept Confidential and only used where legal proceedings are endured for the termination or breach of the tenancy, or where there are serious safety concerns for the tenant.

SCH will ensure that the final decision regarding the termination, and appeals against Termination decisions, are managed in accordance with principles of Natural Justice.

Where suitable, SCH will provide referrals to appropriate external agencies and internal SCCWA programs to assist tenants with the upkeep of their tenancy.

Tenants voluntarily electing to ending their tenancy with SCH will be assessed on a case-by-case basis to consider tenant needs, circumstances, and any other contributing factors to their decision to vacate the property.

Tenancies can end due to one of the following:

- Voluntary Termination
- Contract period ended, but not renewed.
- Forced - arising from the abandonment of the dwelling.
- Eviction - arising from breach of tenancy contractile terms or a breach of criminal offence.
- Eligibility requirements are not being met.
- Tenants can no longer maintain the property and require higher care
- Death of the Tenant

Where a tenancy ends, SCH will ensure that all relevant legislative and contractual requirements are met in practicable time frames.

SCH will ensure that tenants who have had their agreement terminated, voluntarily or otherwise, are provided with an account statement, a copy of the exit Property Condition Report and any quotes for cleaning or tenant liability charges within 28 days of vacating (not inclusive of mail delivery time frames where required).

Rent Refunds and Disposal of Bond will not be processed until all final invoices have been received for relevant cleaning and tenant liability.

Where practicable SCH Housing Officers will attempt to meet with the exiting tenant(s) to discuss invoices and accounts prior to the signing of any bond disposal paperwork, direct debits for arrears, or any other relevant documentation related to the tenancy account.

Where the tenant refuses to meet with SCH, or sign and return the relevant documents for the disposal of bond and payment of arrears, SCH will proceed to apply to the courts for a resolution no later than 6 weeks after the documents were initially provided to the vacating tenant.

If a tenancy ends due to the death of the sole tenant, the RTA provides that the agreement shall terminate immediately upon the death of the tenant. No rent is payable after the termination of the lease. 14 days will be provided to the executor of the estate or Next of Kin to clear out the property and return the keys to us.

If the deceased tenant has a live in carer or family member, they will need to apply to SCH to live in the property, as eligibility and suitability needs to be assessed before they can continue in the property as a sole tenant on a lease.

4 Roles and Responsibilities

Role	Responsible for:
Executive Management Committee	Endorse and ensures compliance with this policy Be familiar with legislative requirements of this policy
General Manager/Executive managers/Head of Department	Oversee compliance with this policy Support staff competence and compliance with this policy and ensures staff receive appropriate training and supervision to comply with this policy Report on collated information regarding policy scope and key performance indicators, to ensure operational decision making is informed by outcomes and this policy Support the review of this policy
Manager, Co-ordinators/Team Leaders	Manage and monitor compliance with this policy and facilitate access for staff to receive appropriate training, and supervision to comply with this policy Collate and escalate reported information as required Ensure operational decision making is informed by this policy
Staff	Comply with this policy Maintain knowledge of the current practices in relation to the subject of this policy, as applicable to their role Report any incidents as per organisational policy Participate in regular practice supervision

5 Legislation and Supporting Documents

5.1 Legislation and Standards

- Residential Tenancies Act (WA) 1987
- Residential Tenancies Regulations 1989
- Residential Tenancy Agreement (Form 1AA)
- National Community Housing Standards Manual, 2010
- Community Housing Income and Asset Limits (CHIAL) Policy

5.2 Related SCCWA Policy and Procedures

- Community Housing Agreement \

- Eligibility and Allocation - Community Housing Policy

5.3 Related SCCWA Forms and Tools

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5.4 Other related documents and links

- Renting Out Your Property, A Lessor's Guide
- REIWA Facts of the Act

6 Definitions

Term	Meaning for the purposes of this policy document

7 Document Control

Rev	Owner	Sections Modified	Date Reviewed	Next Review Date
1.0	General Manager Retirement Villages & Community Housing	First release	04/07/2011	04/07/2014
2.0	General Manager Villages & Community Housing	Reviewed	27/07/2023	20/4/24
3.0	Southern Cross Housing	Policy statement	03/05/2024	31/05/2025
4.0	Chief Property Officer	Full Document Review	31/05/2025	31/05/2028