

POH1901

RENTER DAMAGE POLICY

1. PURPOSE

The purpose of this policy is to clearly define the renter's and Women's Property Initiatives (WPI) responsibilities in addressing damage to WPI's properties caused by renters.

WPI may recover from renters the cost of repairing damage to premises or for services that are required to be undertaken at premises due to actions (or inaction) of a renter where permitted under the Residential Tenancies Act (*Renter Caused Damage*). Renter Caused Damage includes damage caused by children, partners, pets and any visitors invited into the property by the renter.

2. POLICY SCOPE

This policy applies to all renters living in properties managed by WPI.

3. POLICY STATEMENT

3.1 Approach to repair charges

- Part 2 of the *Residential Tenancies Act* (RTA) outlines the rights and duties of the renter and the landlord (general duties of renters and landlords) which forms the basis of this Renter Damage Policy.
- A renter who becomes aware of any damage (whether the damage is caused by the renter or not) to the rented premises must inform WPI as soon as possible.
- WPI will perform repairs to ensure that the premises are maintained in good repair.
- A renter must avoid damage to premises or common areas:
 - (a) A renter must ensure that care is taken to avoid damaging the rented premises.
 - (b) A renter must take reasonable care to avoid damaging the common areas.
- WPI will seek to recover repair charges from renters in circumstances where repairs to the premises are necessary, as a result of deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission.
- WPI will not seek to recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a renter.
- WPI may elect (in its sole discretion) to not seek to recover repair charges for damage caused by mental and physical health, instances of family violence, or third-party criminal damage.
- WPI will not seek to recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced. WPI has sole responsibility for determining if any item is at the end of its useful life or is due to be replaced.
- Where renters, residents or visitors have caused intentional, extensive and malicious damage to the property, WPI may serve an immediate notice to vacate and seek an Order for Possession under s243 of the RTA.

3.2 Repair charges

Subject to the provisions of the RTA, repair charges for damage and repairs will be sought from renters in the following circumstances:

3.3 Intentional damage to the property:

- alterations being made without approval
- alterations carried out by or on behalf of the renter not conforming to WPI requirements
- fixtures or fittings installed that do not meet the required standards of WPI
- floor coverings being removed without the consent of WPI
- malicious damage to the premises
- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

3.4 Neglectful damage:

- broken and damaged clotheslines and hoists
- broken windows
- burns or other damage to carpets that cannot be considered fair wear and tear
- damage caused by neglect
- damage to toilets, basins, showers and bathtubs
- damaged/missing doors and security screens
- erroneous call outs
- failure to keep the property in a reasonably clean condition
- failure to take care to prevent damage to the property
- pest control

3.5 Compliance with third party instructions:

- instances where emergency services are required to gain access to the premises, the renter may be invoiced for the cost of any associated damage
- a direction from Victoria Police
- a direction from council by-laws e.g. hoarding
- a direction from the Metropolitan Fire Brigade or the Country Fire Authority
- the premises being damaged or destroyed by fire as a result of the actions of the renter, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- a compensation or compliance order from Victorian Civil and Administrative Tribunal (VCAT)

3.6 Conclusion of the rental agreement period:

- approved alterations being made during the tenancy and the premises not being restored to the condition existing at the start of the tenancy or as at completion of the most recent works undertaken by WPI (fair wear and tear excepted)
- broken locks or where keys have not been returned to WPI at the end of a tenancy
- end of tenancy cleaning
- any costs associated with the removal of renter property such as furniture, appliances, personal effects or vehicles left behind at the end of the tenancy

Prior to taking any action in relation to damage to the premises / tenancy breaches, WPI will investigate and confirm the extent of the renter's responsibility for the damage. Such investigations would usually include discussing the matter with the renter.

3.7 Renter responsibilities

Renters will:

- Abide by the terms and conditions of their Tenancy Agreement
- Take good care of the property and keep it reasonably clean
- Tell WPI as soon as possible if the property has been damaged
- Be responsible for and reimburse WPI for any and all cost, losses or expenses associated with any damage caused by or resulting from the deliberate action (or inaction), mistreatment or negligence by the renter (including by any household member, pet or visitor) and to comply with any orders to pay the cost of repair, replacement or cleaning of the premises
- Report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or family violence (if possible); and provide WPI with an event number
- Rectify any alterations carried out by the renter before handing the keys back
- Restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear
- Return all keys to WPI at the conclusion of a tenancy.

3.8 Residential Rental Provider responsibilities

WPI commits to fulfil its role as Residential Rental Provider under the RTA. WPI will:

- Ensure the premises is in reasonably clean condition prior to a tenancy commencing, is maintained to a community standard and never below a habitable standard
- Provides renters with a written statement setting out the rights and duties of the WPI and the renter under a tenancy agreement
- Inspect the premises every 12 months (at its discretion)
- Undertake responsive and cyclical maintenance, and have a flexible program of upgrades that can take advantage of vacancies
- Ensure all maintenance is undertaken by qualified tradespeople.

3.9 Managing renter repair charges

If WPI considers that the renter has breached their responsibilities as outlined in the tenancy agreement or in this or any other applicable policy, WPI may seek repair charges for the costs to repair or replace damage.

WPI will undertake the following steps to seek to recover repair charges:

- Inspect the premises and complete a property condition report, preferably with the renter present.
- Collect evidence of the damage sustained at the premises and evidence of how the damage may have occurred, including photos.
- Detail in a transparent and comprehensive manner to the renter the repair charges to recover the costs of the repairs and maintenance.
- Provide the renter a written notice of the proposed renter repair and maintenance charges, the notice will outline the proposed terms of the repair charges and may also provide the renter with the option to negotiate on these terms.

- In the interests of transparency and accountability, WPI will provide information relating to how the cost of repairs was determined.

3.10 Determining responsibility for damage to the premises

To determine who is responsible for the cost of repairing damage to the premises WPI will endeavour to ensure the process is fair, timely and evidence based by:

- Inspecting the premises and documenting the damage where appropriate.
- Taking into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property.
- Taking into account damage due to fair wear and tear, which WPI are responsible to repair.
- Taking into account damage due to an emergency situation where there was good cause to believe that the renter's health and wellbeing was at risk.
- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the renter is required to provide evidence.
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases a Police report should be supplied by the renter where possible.
- Discussing the items of damage with the renter and recording information the renter or a third party gives WPI about the possible cause of the damage
- Taking into account the type of damage and any information concerning liability the renter gives to WPI when reporting the damage

In circumstances of criminal activity, the renter is requested to provide evidence within seven (7) days, proving the renter has reported the matter to the Police, such as a Police statement or Police Event Number.

Where WPI determines that the damage is a result of intentional damage, mistreatment or neglect, the renter will be responsible for the cost of repair work and WPI will seek to recover the cost of repairing the damage from the renter.

3.11 Appealing decisions about renter repair costs

If a current or vacated renter disputes the amount of the renter repair charges or denies responsibility for the damage, WPI will advise them of their right to lodge an appeal for a review of the decision.

WPI will advise the renter that they can apply to VCAT to have the condition of the premises and any damage determined by the tribunal (where applicable) as per the RTA.

3.12 Repayment agreement

After responsibility has been resolved and determined to rest with the renter, WPI and the renter will both sign a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments).

If the renter accepts liability for the identified damage, the claim should be considered a substantiated renter repair charge. The renter may either pay the amount in full or enter into a repayment agreement.

WPI will not seek to recover more than 10% of the household's total income unless approved by the Operations Manager.

If the renter has vacated the property, the renter repair charge will be held against the bond.

3.13 Breach and compliance process

If an agreement cannot be reached, or an agreement is broken, WPI will pursue the costs through the breach and compliance process under the RTA.

This may include:

- issuing a breach of duty notice under s. 208: *Breach of Duty Notice* for:
 - s. 61: *Renter must avoid damage to premises or common areas*
 - s. 63: *Renter must keep rented premises clean*
 - s. 64: *Renter must not install fixtures, etc. without consent*

3.14 Communication

WPI will provide clear information to renters on this policy and will inform renters when the policy is being used to recover costs.

4. RELEVANT DOCUMENTATION

POH1801 Renters’ Rights and Participation Policy
 POH1803 Housing Allocation and Eligibility Policy
 POH1913 Bond Management Policy

5. RELEVANT LEGISLATION AND STANDARDS

This policy implements the obligations of WPI under:

Residential Tenancies Act 1997 (Vic)

Housing Act 1983 (Vic)

Guidelines for Registered Housing Agencies published by DHHS

Performance Standards for Registered Housing Agencies

6. POLICY REVIEW AND VERSION CONTROL

Policy number	POH1901	Version	0.4
Approved by Board on	30 July 2020	Board Minute reference	Circular Resolution 30/07/2020
Responsible person	CEO	Person responsible for review	Operations Manager
Reviewed on	14 April 2021	Scheduled review date	13 April 2023