

HOUSING POLICY

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The Winda-Mara Aboriginal Corporation Housing Policy is to be read and applied in line with the Residential Tenancies Act (1997)

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1. Objectives of Housing Program

The Housing Policy is in line with Winda-Mara's rule book objectives to improve health, housing, education and wellbeing of Aboriginal and Torres Strait Islander people.

The Housing Subcommittee was formed as a result of the WMAC Examiners Report after the 1997/98 Audit. It was initially established to review and monitor the non-performing rental properties, review financial records and follow up rent collection and bad debtors. The Subcommittee's Objectives and Management of the Housing Program and other duties now include the following;

- a) Provide rental housing for Aboriginal and Torres Strait Islander persons living within the boundaries of Winda-Mara defined as:
 - i. within an eighty (80) kilometres radius of Heywood, and
 - ii. any other location the WMAC Board of Directors shall from time to time determine.
- b) Allocate and manage housing in accordance with the policies contained herein.
- c) Set rent payable, which will cover costs, associated with operating the Housing Program. Costs include the following:
 - a) Housing Insurance
 - b) Council Rates
 - c) Water Rates (tenants are responsible for the payment of water usage)
 - d) Property/Land Tax
 - e) Repairs and maintenance from normal use
 - f) Appropriate training for the Sub Committee and Housing officer
 - g) Sub Committee meeting costs
 - h) Employment of a Housing Officer
 - i) Employment of a maintenance worker
 - j) Administration, travel, vehicle, office and other such costs that are incurred by WMAC in the running of the Program
 - k) Allowance for progressive upgrading of rental housing stock
- d) Supporting home ownership for WMAC members is part of providing a positive start in raising the quality of life and living standards of the members. Winda-Mara will encourage eligible members to seek finance through Indigenous Business Australia (IBA) or other sources to purchase their rental property. (see section 17)
- e) Provide financial counselling and social support to tenants of Corporation houses when requested or when rental arrears exceed 4 weeks.
- f) To have all houses fully tenanted throughout the year, with 95% to 100% rental income collected.
- g) Winda Mara Housing Program does not provide emergency housing.

2. Management of Housing Program

- a) The Housing Sub Committee will govern the Housing Program in conjunction with the Housing Officer, who administers the program.
- b) As with all WMAC Staff, the Housing Subcommittee is bound by the WMAC Privacy and Confidentiality Policy.
- c) Tenants of WMAC housing are able to access their personal information that is held by the organisation. This is to be undertaken consistent with the Personal Information Policy.
- d) The Housing Sub-Committee reports, to the CEO of WMAC and will ensure that all recommendations are presented for consideration in a timely manner. The Sub Committee will ensure that CEO receives a copy of the Draft meeting minutes and approved meeting minutes within 2 weeks of meetings.

- e) The Winda-Mara Board of Directors will annually review Schedule A of this Housing Policy (Referral Information). When considering the amounts listed in the items of Schedule A, the Board may take into consideration all relevant information. *(including CPI or information supplied by the subcommittee or other sources)*

3. Role of The Housing Sub Committee

The WMAC Housing Subcommittee role shall include:

- a) Advising the WMAC Chief Executive Officer (CEO) and Board of Directors in relation to implementing, actioning and meeting the objectives and management of the WMAC Housing Program
- b) Declaring and managing any potential conflicts of interest they may have. To ensure confidentiality of documents, discussions, etc are upheld. To facilitate this, the Subcommittee members are required to sign the Winda-Mara Code of Conduct and
- c) In consultation with the WMAC Finance Department, develop a budget that ensures that;
 - i. The Housing Program is operating within the funding guidelines
 - ii. Present to the Winda-Mara Annual General Meeting a budget for the coming years activities.
 - iii. Statistics are kept on housing needs in each area for future funds allocations
 - iv. The Maintenance Register is properly maintained
 - v. The maintenance is performed in a timely and cost-effective manner.
 - vi. In consultation with the WMAC Finance Department, ensure appropriate rent recovery procedures have been put in place for tenants with arrears
 - vii. Reports on the above matters are prepared quarterly with appropriate recommendations presented to the CEO and Board of Directors for approval
 - viii. The WMAC Housing Program operates in accordance with the funding guidelines of Government.
 - ix. Assist in the development of a Housing Program Strategic Plan.
- d) Annually, in consultation with the WMAC Finance Department, review the rental rates and make recommendations to the Board of Directors *(for the April or May Board Meeting)* as to the appropriate level of rent rates for each of the Corporations Housing properties. Recommendations to the WMAC Board must be made on the Rental Recommendation Form addressing the points described in the Rental Determinations section of this policy
- e) The Subcommittee rental recommendations and adjustments *(if any)* will be considered by the WMAC Board at the April or May Board meeting with a view to having them applied from the 1st of July of each year.
- f) Advertise annually in March *(or such other additional time as deemed appropriate to fill vacancies or as directed by the CEO &/or Board of Directors)* of each year within the WMAC for interested persons to apply for positions to sit on the subcommittee
- g) Meet monthly or when the need arises, to oversee the Housing Program.
- h) Works closely with the Housing Officer and in line with the Residential Tenancy Act 1997 ensure all housing issues are dealt with correctly.
- i) Members of the Housing Subcommittee shall ensure that they:
 - i. Maintain appropriate confidentiality in all dealings with the Corporations houses, tenants and other agencies etc.
 - ii. Participate in training relevant to the role of Housing Administration. *(The Corporation realises that members of the Housing Sub Committee must make meaningful and hard decisions and this is difficult if members do not have the necessary confidence of skills and have not undergone the appropriate training).*

- iii. Undertake the selection of appropriate properties to be purchased or built and make recommendations to the Board of Directors.
- iv. Develop and be guided by an 'Annual Work Plan' incorporating the review of all key functions and responsibilities of the subcommittee (*for example - Review rents each April for the May Board of Directors Meeting*).
- v. Ensure that the housing stock is maintained to a standard that meets both legal requirements and the standards acceptable to WMAC Board of Directors as determined from time to time.
- vi. Conduct annual tenancy surveys or feedback to gauge the satisfaction of the tenants and/or to highlight issues as they arise.

4. Housing Subcommittee Structure and Selection

- a) The Housing Subcommittee will consist of the following eight people:
 - i. Three tenants
 - ii. Three members of WMAC (who are not tenants)
 - iii. A Director of WMAC
 - iv. The Housing Officer
 - v. The CEO or nominee may attend the subcommittee meetings as an observer or to provide advice and additional information.
- b) Selection of the members of the Subcommittee shall be undertaken by the WMAC Board of Directors at their May Board meeting or such other time that is determined as appropriate.
- c) The Board of Directors shall select the members of the Housing Subcommittee by;
 - i. Annually nominating the Director from within in its ranks to the Subcommittee
 - ii. Advertising in March to within the membership of Winda Mara Aboriginal Corporation for interested people to apply for a position on the subcommittee in the WMAC newsletter, and
 - iii. By writing to each of the tenants to seek their interest & nomination.
 - iv. Review all applications and select the applicants that it determines to be suitable.
 - v. The Winda-Mara Board will select the members for the housing subcommittee at their May Meeting.
 - vi. Successful applicants will be informed in writing by the Board.
 - vii. Not being successful as being selected for the subcommittee in one year, does not prevent a person from applying in subsequent years.
 - viii. The Board of Directors decision is final.

Term of Appointment of Subcommittee Members

- d) The term of office for members of the subcommittee (*other than the Director and Housing Officer*) for a period of 2 years with 3 tenant members renewed in one year 2012 and 3 non-tenant members renewed in the following year.
- e) A subcommittee member is able to apply for and sit for more than one term.

Casual Vacancies

- f) If a position on the committee becomes vacant, the subcommittee may select a suitable person to fill the Casual vacant position.
- g) The person selected for filling the Casual vacant position shall meet the criteria of the member causing the vacancy. I.e; Either a tenant or non-tenant member.
- h) The term of the Casual position is for the residual term of the member who caused the vacancy.

Termination of Subcommittee Appointment

- i) The CEO and/or Board of Directors may terminate a subcommittee members appointment if:
 - i. Without the approval of the “subcommittee”, the member does not attend 3 or more consecutive subcommittee meetings
 - ii. Are notified of the resignation of a member of the subcommittee
 - iii. The person no longer is a member of WMAC
 - iv. The member of the subcommittee no longer fulfils the specific criteria for which they were selected to be a member on the subcommittee. ie; tenant or non-tenant
 - v. Any such other reason that they consider reasonable and appropriate to terminate the appointment.

5. Subcommittee Meetings and Quorum

- a) No meeting of the Housing Subcommittee will occur unless a quorum is present
- b) A quorum for the purposes of a Housing Subcommittee meeting shall consist of a minimum of 4 members of the committee with the minimum representation being;
 - i. One Tenant
 - ii. One Non-Tenant
 - iii. Chairman of Housing Subcommittee
 - iv. The Housing Officer
- c) The meeting shall be chaired by the appointed Director of WMAC.
- d) Meetings shall be held at such time and place as determined by the Chairman.
- e) The Subcommittee shall consider tenancy issues consistently with this policy. *Any perceived conflict of interest shall be raised and recorded during the meeting and managed as indicated in the Human resource policy.*

6. Role of The Housing Officer

The roles of the Housing Officer include:

- a) Adherence to the Corporation’s Rule book, procedures and current Housing Policy
- b) To act as the secretariat of the Housing Sub Committee. This role includes;
 - i. Organise meetings, agendas, minutes, actions, etc.
 - ii. In consultation with the WMAC Finance Dept., provide financial reports as to the status of the Housing Program including maintenance, rental, budgets, etc.
 - iii. Record meeting details, actions and outcomes. Minutes to be sent out within 10 days of meetings.
 - iv. Keeping of statistics on housing needs in each area for future funds allocations
 - v. Reporting on subsequent actions and reports resulting from Housing subcommittee meetings
 - vi. Ensure meetings are conducted effectively and efficiently
 - vii. Facilitate implementation of recommendations
 - viii. Ensure recommendations are consistent with Residential Tenancies Act, WMAC policies and procedures, (including this Housing Policy)
 - ix. Ensure recommendations are consistent with the directions of the CEO and/or Board of Directors
 - x. Providing such other information or reports as requested by the Housing Subcommittee.
 - xi. Provide a monthly report to the Board of Directors.
 - xii. Hold 2 Housing forums per year:
 1. For members, tenants & community per year that shall consider;

- Tenant issues
 - Ownership and Housing purchases
 - Funding the purchase of a home. (This is to include presentations from IBA or other funders etc.)
2. A "Tenants only" meeting, to raise issues to WMAC.
- c) To maintain up to date housing registers, including;
- i. Housing Waiting lists
 - ii. New Applications for housing

Maintain Register for Each Property

- d) Maintain a register for each property containing;
- i. Information relating to the purchase and market value of the property
 - ii. Insurance details
 - iii. Rates information
 - iv. Estimated rental amount on the open market.
 - v. A signed copy of the property condition report for each prior to being tenanted
 - vi. A completed and signed property condition report when the premise have been vacated.
 - vii. Housing Tenancy Agreement
 - viii. Copies of rent receipts
 - ix. Monthly rent statements
 - x. Copies of correspondence
 - xi. Repairs and Maintenance

Assist Tenants Residing in Corporation Houses

- e) Assist all tenants residing in Corporation houses by;
- i. Providing timely response, advice and action on tenants needs and queries.
 - ii. Providing housing advice to WMAC tenants and community as required.
 - iii. Advise tenants in rental arrears of the consequences of not paying rent.
 - iv. Information on home loans and home ownership.
 - v. Providing monthly rent statements to each tenant showing rent paid and any arrears owing.
 - vi. Ensuring that the property condition reports are undertaken every 6 months.
 - vii. Ensuring that the condition reports are confirmed and signed by the tenants.
- f) Participate in training relevant to the Housing Officer Role.

7. Rental Determination

- a) When determining the recommended rental amount for each of the Corporations housing premises the subcommittee will take into account the following information;
- i. The estimated rental market value of the premises on the open market
 - ii. The costs of undertaking maintenance to houses in the program.
 - iii. Renewal of rental properties into the housing program
 - iv. Providing for additional properties into the housing program
 - v. Sustainability of the Winda-Mara Housing Program
 - vi. Ensure that the Housing Program is operating within the funding guidelines and budget
 - vii. The total household income for the proposed tenants
 - viii. Age of tenants (see Elders clause)
 - ix. Any other issues or matters that are determined by the Winda-Mara Board or CEO.

Household Income

- b) Rent shall be determined according to the tenant's household income with the rental based on and not to exceed market rental rates. Additionally, the following conditions shall be observed;
 - i. Where household income is greater than the amount described in **Item (1) in Schedule A**, market rental shall be charged;
 - ii. Where household income is less than the amount described in **Item (1) in Schedule A**, market rental rate will be discounted by 30% subject to satisfactory payment of rent
 - iii. No housing property shall be rented for less than the amount described in **Item (2) of Schedule A**.
 - iv. Rent charged shall be assessed annually, or at such time that there is a change in the total income in a particular household.
- c) Tenants will be officially advised in writing by letter stating the current market rent and the rental rebates that have been applied.
- d) Winda-Mara invoices to a Tenant will include the market rental amount and the applied rebates.

Changes in Household Income

- e) If the Housing subcommittee becomes aware of the change in tenants total household income it may conduct a review as to the total rent that applies to the WMAC property. **And/or**
- f) If a tenants circumstances change that result in a change in the total household income they can request the subcommittee review the rent that applies to their property.

Requesting Information from Tenants to Assess Rental Amounts

- g) In order to assist the subcommittee in conducting a review of the appropriate rental amount to be paid by a tenant, the subcommittee may request that the Tenant supply sufficient materials and documents to support the review. This information can include but is not limited to;
 - i. Wages Taxation information for all adults living in the household
 - ii. Employers statutory declaration
 - iii. 1 months of pay slips for all adults living in the house
 - iv. Statutory declaration by tenant
 - v. Any other information
- h) Access to or any request for addition information, documentation or proof of total household income will not be unreasonably denied to the subcommittee.
- i) If the Housing Subcommittee is conducting a review of the rental amount paid by a tenant and/or the change in the total household income, the subcommittee must review all available information, including the information provided by the tenant against all the appropriate criteria in this housing policy. The review is to occur at the next House Subcommittee Meeting. Upon reviewing the information and documentation, the subcommittee may make the following decisions or take the following actions;
 - i. Make no changes to the rent paid by the tenant
 - ii. Increase the rent paid by the tenant
 - iii. Decrease rent paid by the tenant
 - iv. Make such other decision that can be reasonably supported with the available information.
 - v. Request further advice from the CEO and/or the WMAC Board of Directors.
 - vi. Request further advice and information from a legal advisor nominated by the CEO.
 - vii. Request additional information from the tenant in order to further assess the changes and the subsequent impacts

- viii. If further information is sought, and the information is not provided, then the subcommittee will make a decision at the next subcommittee meeting, notifying the tenant of the outcome and the reason for the decision within 7 days of the meeting.
- ix. If further information is sought and provided, the subcommittee will review the information at the next subcommittee meeting, notifying the tenant of the outcome within 7 days of the meeting.

Elders Clause

- j) Any existing or new tenant, who is 55 years old or older, shall be entitled to a 20 per cent reduction of the weekly rental as otherwise determined in this policy document. Excepting that the minimum amount of rent paid shall not be dropped below the amount shown in **Item 3 of Schedule A**.

Annual Rental Review

- k) The Subcommittees considerations in conducting the annual rental review and making the recommendations shall include;
 - i. The objectives of the housing program
 - ii. The budget and covering the costs of running the housing program
 - iii. The total household incomes for each premise.
 - iv. The ability for each tenants to pay the recommended amount.
 - v. The effects of the annual Consumer Price Index (CPI) rate.
 - vi. Any other consideration or information as instructed by the WMAC CEO or Board of Directors.
 - vii. Rental adjustments (if any) will be considered by the WMAC Board of Directors at the April or May Board meeting with a view to having them apply from the 1st July each year.
- l) The rental recommendations of the housing Subcommittee shall be provided to the WMAC board on a completed Housing Rental recommendations form addressing each of the above criteria.

Refuse to Supply Information

- m) During a Rental Review period, If a tenant refuses to supply information to Winda-Mara, that it requires to make an assessment of the appropriate amount of rent to be paid for a particular premises. The rent will be set at the market rate that has been determined. No discounts to the market rate will be considered or applied until the requested information has been provided.

8. Rental Collection

- a) The Winda-Mara Housing Officer in consultation with the WMAC Finance Department will be actively involved in the monitoring and assisting of;
 - i. Rental collections including, through salary, direct debit from banking agencies, Centre Pay, personal payment to the Winda Mara Finance Department or such other approved means
 - ii. Rent is to be paid weekly or fortnightly with the intent being to match rental collection to the regularity of Income received.
 - iii. Resolving through negotiation and signed agreement the payment of any rental arrears
 - iv. Recovery of unpaid rent will be in accordance with the "Rental Arrears section":
 - v. WMAC Housing Program will cover Centrelink Transaction Fees for deduction of rental payments from Centrelink.

- vi. Rental invoice amounts will show the rental market value of the premises and the applied discounts that are active for each property.
- vii. If a tenant refuses to provide information when requested the rent for the property will be returned to the rental value as assessed for the open market.

Bond Amount

- b) It is a policy of WMAC that it does not collect bonds from its tenants.

Rental Arrears

- c) In the event that a tenant falls into arrears the Housing Officer is to ensure that the following actions occur.
 - i. After (1) rental payment is missed, a phone call is made, and a letter is sent to the tenant detailing the rental arrear and requesting rectification as soon as possible. Pro-forma Letter **form 2** is to be used.
 - ii. After (2) rental payments are missed, a second phone call is made to arrange a face-to-face meeting (and recovery agreement is to be signed. This is confirmed in writing in a letter to the tenant. Pro-forma Letter **form 3** is to be used.
 - iii. After (3) rental payments are missed and/or after discussion with the tenant and failure to commit to a Recovery Agreement, a notice to vacate will be sent to the tenant. The tenant is to be notified of this in writing, detailing the actions that are intended to be taken. (*Pro-forma Letter form 4 is to be used*). **or**
 - iv. if the Rental Recovery Agreement is broken and no attempt is made by the tenant to rectify the problem, an application to Victorian Civil Administrative Tribunal (VCAT) will be made for the tenant to be evicted.

Recovery Agreements

- d) In the event that a tenant falls behind in rent, the Housing Officer will organise an Agreement and cause to be signed by the tenant the Recovery Agreement detailing how the arrears are to be paid. The minimum payment amount a tenant can agree to pay to WMAC to rectify the rental arrears is;
 - i. Where the tenant is employed, it will be no less than \$20.00 per week, or
 - ii. Where the tenant is receiving Centrelink benefits only, then it will be no less than \$10.00 per week.
- e) Recovery agreement may also be used by the Subcommittee to recover from tenants the costs of damage to a WMAC property (*that is not considered to be the result of normal wear and tear*). The Housing Officer will organise an Agreement and cause to be signed by the tenant the Recovery Agreement detailing how the costs of the damage are to be paid. The minimum payment amount a tenant can agree to pay to WMAC to rectify damage to the property (*that is not considered normal wear and tear*) is;
 - i. Where the tenant is employed, it will be no less than \$20.00 per week, or
 - ii. Where the tenant is receiving Centrelink benefits only, then it will be no less than \$10.00 per week.

9. Applying for WMAC Housing (Eligibility Criteria)

- a) Winda Mara Housing Program does not provide emergency housing.
- b) Applicants must be an active member of the Winda-Mara Aboriginal Corporation.

- c) All applicants must live in the area for the previous twelve months, before being entitled to a rental house, except that when a house becomes vacant and there are no other qualified applicants, the Board of Directors may approve an applicant who has lived in the area for a period less than 12 months.
- d) Existing homeowners will not normally be eligible to apply for a Winda-Mara rental home. For an existing homeowner to be placed on the Waiting List, both the Housing Sub-Committee and the Board of Directors will make a decision based on exceptional circumstances, for example not being able to meet mortgage repayments and the property is on the sale market.
- e) Members contact the Housing Officer requesting an application form (see (Appendix A)), which when completed is given to the Housing Officer who will give a written acknowledgement to the applicant, within 7 days. The application is to be tabled at the next Sub Committee meeting and included in the report to the Directors.

10. Existing Tenants

- a) When additional housing property is purchased, it may be offered to existing tenants within the same town as long as they satisfy the criteria described in section 10 "Criteria for Tenants and Selection of Tenants" (*Excluding the requirement to be on the waiting list*) If any existing tenant (*deemed appropriate to rent the new premises by the subcommittee, including criteria 10 i.*) does not express their interest, then the house will be allocated to the most suitable applicant on the WMAC Housing Waiting List.
- b) When a property becomes vacant it is at the Housing Sub Committees discretion to allocate tenants as per the annual transfer register, (to be developed to ensure no delays in properties being tenanted)
- c) These applications will be considered by the Housing Sub Committee. The successful applicant will be advised in writing.
- d) Existing tenants need to update their family details every 12 months to allow assessment of ongoing suitability of their house. These updates should include the following;
 - i. Number of children still living in the residence.
 - ii. Changes to the total household income
 - iii. Employment status
- e) The Housing Officer has the right to discuss ongoing suitability of a rental property (and demand for the said property) with the tenant but under normal circumstances, any decision to move to an approved alternative property will be made by the tenant; subject to clause 9.

Death of a Tenant

- f) Where an existing tenant passes away, the immediate family of the deceased will meet with the Housing Officer within 1 calendar month to discuss the rental property issues and circumstances. The Housing Subcommittee will prepare a report informing the CEO and the Board of Directors as to the change in circumstances, the issues surrounding the change and possible solutions and/or recommendations. The CEO or the Board of Directors may accept any recommendation of the subcommittee or make such other decision as deemed appropriate. The report prepared by the housing subcommittee should include points such as;
 - i. The Housing Subcommittee's suggestions or recommendations
 - ii. Are there other family members occupying the house. If so, do they wish to remain in the house as tenants, or come to some other arrangement?
 - iii. Is the family in a position to continue to pay rent?
 - iv. If it is intended to vacate the house, in what timeframe is this expected to occur.

- v. If no family is able to be located, what the Subcommittee intends to do with personal property.
- vi. Is there a need to contact the state trustees?
- vii. Any other information that is relevant to support making a recommendation and decision.
- g) Upon receiving the report from the housing subcommittee in relation to an existing tenant passing away, the CEO or the Board of Directors can make any decision and/or take any action that it deems is reasonable and appropriate in the circumstances.
- h) If the primary tenant of a property dies, and a direct relative is also living in the rented premises, the Housing subcommittee will make a recommendation to the CEO or Board of Directors as to the appropriate actions that should be taken.

11. Housing Transfer/Exchange

- a) Existing tenants can apply to WMAC Housing Sub Committee for a transfer/exchange. Forms can be obtained from the Housing Officer. (See **Appendix F**).
- b) From time to time Winda-Mara may require a tenant to vacate a premises or move to another available premises.. In these circumstances Winda-Mara will offer the Tenant the next appropriate premises that is vacant. Winda-Mara may consider provide other assistances in these circumstances.
- c) A tenant who applies for a transfer will be placed on the bottom of the Housing Waiting List until such time as they become eligible for a more suitable house and they remain at their current residence.
- d) When a tenant applies for an exchange to another town, the Housing Officer will contact tenants within the requested town regarding an exchange every three to six months.
- e) Exchanges of tenants between houses will be approved on the following basis:
 - i. No rental arrears
 - ii. The tenant can show that they are able to afford any additional rent
 - iii. The tenant has maintained their current property in good condition
 - iv. The proposed house is suitable for that tenant's needs
 - v. The tenant has completed a condition report of the current premises, and the condition report shows that they have maintained the property in good condition.

Tenant With Poor Condition Report Will Not be Considered for House Exchange

- f) If a current tenant of a WMAC property fails to show that they have maintained the property in good condition. They shall not be offered a transfer or exchange to another premises.
- g) If a tenant has an un-serviced debt to Winda-Mara they will not be considered for a transfer.

12. Criteria For and Conditions Of Tenancy

- a) Tenancy of WMAC houses is only available to members of the Corporation.
- b) Unless there are exceptional circumstances, no applications for tenancy will be considered from members who own their own homes.
- c) All WMAC Tenancy Agreements and condition reports will be signed before occupancy commences.
- d) A current tenant of a WMAC property will not be considered or offered another WMAC if the condition reports shows that the tenants have not maintained the property in good condition.
- e) The tenant must comply with the relevant sections of the Housing Act and or Residential Tenancies Act.

- f) All applicants must be of Indigenous or Torres Strait Islander descent. A parent/guardian of Indigenous or Torres Strait Island children will be considered at the discretion of the WMAC Board of Directors following a recommendation from the Housing Sub Committee.
- g) Where a member is successful in becoming a tenant of a Corporation House they must pay two week's rent upon receipt of property keys. *(This is so the tenant does not fall into rental arrears once they have received the keys).*

Subletting

- h) The tenant must not assign or sublet the whole or any part of the premises.

Selection of Tenants

- i) In order to be considered for tenancy of a Corporation house a member;
 - i. Must be on the current housing waiting list
 - ii. Must not have any outstanding loans or debts owing to the Corporation. or
 - iii. Must have entered into and are regularly repaying any such loans, debts, agreements
 - iv. Must, if a current Tenant of WMAC, have a condition report of the current premises undertaken. The Subcommittee must take into account the results of the condition report on the current premises, before offering to the tenant the opportunity to move to another WMAC premises. *(For example, if a current tenant of WMAC's property is in a poor state of repair, or been damaged by the tenant, they should not be considered to be transferred or offered another WMAC property until they have restored the current property)*
- j) When reviewing and assessing the selection of suitable tenants for a particular property that is available, the Housing Subcommittee shall select the tenants in order of their appearance on the waiting list, taking into account the below listed additional considerations. *(For example, if the member at the top of the waiting list was for a single person placement, and the house available was a 4-bedroom house, it would not be appropriate to offer the available premises to the person at the top of the list. Consideration should be given to offering the house to the highest placed family of 4 to 6 people).* The additional selection criteria that may be considered by the housing subcommittee prior to offering the tenancy of a property are;
 - i. Previous rental payment history of tenants *(including references)*
 - ii. Status of outstanding loans to WMAC
 - iii. Results of condition reports for existing rental premises.
 - iv. The number of bedrooms in the property to be rented
 - v. The number of people (adults and children) who are described in the waiting list entry and are anticipated to occupy the premises if successful
 - vi. Criminal activity
 - vii. Other relevant circumstances known to the committee
 - viii. Directions or information received from the CEO or WMAC Board of Directors.
- k) If a member is offered the opportunity to become the tenant of a suitable WMAC property and refuses to take up the offer, that members name will be dropped to the bottom of the waiting list.
- l) Should the tenancy of a property be refused by a member on the waiting list, the property will be offered to the next member assessed as being appropriate by the Housing Subcommittee.
- m) Where a Person or Tenant provides false or misleading information in relation to a premises, Winda-Mara may refuse to allocate a premises to the person or Tenant.
- n) If a person or Tenant takes up occupation in a Winda-Mara house after providing false or misleading information then Winda-Mara will take eviction proceedings or reassess the conditions of the rental agreement, rental amount or any other action determined.

- o) Where an applicant commits criminal damage to WMAC property, they will only be eligible to apply to the Winda Mara Board of Directors for a property after all debts (including the cost of reinstating the house) are paid off.
- p) Where the Board of Directors deem a current property is unsuitable for a tenant, the Board of Directors reserves the right (based on exceptional circumstances) to transfer the tenant to a more suitable property that is available. A notice to vacate the property will be issued in accordance with the Residential Tenancies Act 1997 for the tenant to transfer to the identified property within the same town.
- q) Winda-Mara reserves the right to withdraw an offer to housing, providing no current Residential Tenancy Agreement has been signed.

Voluntary Termination of Tenancy or Rental Agreements

- r) Unless otherwise agreed in writing, at the end of the tenancy, the tenant will have to ensure the premises is returned to the original condition, prior to being rented, taking into account fair wear and tear as per the Condition Report or pay the cost of doing so.
- s) A minimum of twenty-one (21) days written notice must be given to the Housing Officer before vacating the premises.

Six Monthly Inspections of Properties

- a) Tenant is required to make the property available for a condition inspection by the housing officer at least once every 6 months.
- b) Inspection of the property will occur at an agreed time and should be conducted with the tenant
- c) If the tenant fails to make the first meeting or refuses to make themselves available for the inspections then the Housing Officer will conduct them without the tenant present. This may include an internal inspection of the property.
- d) As a result of the Condition Inspection the Housing Officer will complete a condition report noting damage, maintenance issues, general information, wear and tear.
- e) In completing the Condition Report, the Housing officer will assess who is responsible to make any rectifications, repairs or maintenance issues identified.
- f) Copies of this Condition Inspection report will be provided to the tenant and the Housing subcommittee with any recommendation as to the required action and suggested timeframes for rectification.

13. Repairs

- a) All repairs or maintenance requests are to be given to the Housing Officer in writing. The Housing Officer is to file the request in the Property Folder and give the tenant a follow up phone call within 7 days.
- b) The Housing Officer shall also record maintenance issues that are identified in the 6 monthly property inspection reports.
- c) The Property Folder is to record all requests for repair and detail the action taken. The Housing Sub-Committee is to examine the Property Folder and ensure that the appropriate action is taken.
 - i. A request is made by the tenant to the Housing Officer
 - ii. The Housing Officer will follow up emergency repairs such as plumbing and electrical repairs.
 - iii. Non-urgent requests go to the Sub Committee. Any requests that exceed the amount listed in **Item 3 of Schedule A**, shall be forwarded to the CEO or GMO for decision.
 - iv. Once completed, the request is then kept in the Property Folder

- d) Demand or Planned maintenance will be carried out in a timeframe negotiated with the Tenant. This should occur within 7 Days of agreement being made to undertake the works.
- e) Emergency or Urgent repairs that are required for health or safety reasons may be authorised by the Housing Officer or the Chief Executive Officer including their nominated deputy. The tenant is provided with after-hours emergency contact telephone numbers. The Housing Officer will follow up no later than the next business day. As a general rule they should be undertaken within 24 hours.
- f) An urgent repair can be (*but is not limited to*) any of the following:
 - i. A blocked or broken lavatory system
 - ii. A serious roof leak
 - iii. Flooding or serious flood damage
 - iv. Serious storm or fire damage
 - v. A serious fault with the gas, electricity or water supplies
 - vi. A serious fault with any essential service or appliance provided by the landlord for hot water, cooking or heating
 - vii. A serious fault in a lift or staircase in the rental premises
 - viii. Any fault or damage that makes the rented premises unsafe or insecure
 - ix. An appliance, fitting or fixture provided by the Landlord which is not working properly and causes a substantial amount of water to be wasted. (**Appendix E**)

14. Maintenance

- a) Six monthly Housing Condition Inspections are to be undertaken by the Housing Officer. The tenants must be advised in writing at least 2 days prior to the proposed inspection.
- b) Tenants **must** report any damage or need for repairs to the Housing Officer as they occur.
- c) Maintenance requests (*other than emergency or urgent repairs*) will be considered at monthly Housing Subcommittee meetings and a list for requests exceeding the amount in **Item 3 of Schedule A**, shall be submitted to the GMO with relevant recommendations for consideration and decision.

Tenants Responsible for Cost of Damage that is NOT Normal Wear and Tear

- d) It is the Tenants responsibility to ensure that no damage is done to the property. Tenants are responsible for all repairs to damaged property except for normal wear and tear. (*Tenants are responsible for the costs of repairs, replacement or restitution to the property. If a tenant fails to conduct or undertake the repairs, then WMAC will undertake the repairs and will subsequently recover the costs from the tenant.*)
- e) When vacating a house the Tenant is responsible to ensure that the house is returned to Winda-Mara is the same state it was received (other than the costs associated with normal wear and tear).
- f) The Tenant is responsible to meet all costs that are related to repairing damage to the rented premises.
- g) Tenants are responsible to rectify (at their costs) any alterations undertaken to the premises.
- h) Tenants must ensure that all utility services are connected in their name.
- i) Tenants are responsible for keeping lawns and gardens maintained.
- j) Tenants are to apply to the Housing Sub Committee before undertaking any alterations.
- k) Koori labour or maintenance crew are to be used where possible for minor repairs.
- l) When the Housing Officer is on leave, the tenants are to contact the General Manager of Operations for emergencies.

15. Evictions

- a) On the recommendation of the Housing Sub Committee, Tenants will only be evicted in accordance with the *Residential Tenancies Act 1997* and the Winda Mara Aboriginal Corporation Housing Policy.
- b) The Housing Sub-Committee will make recommendations for eviction of a tenant(s) to the Winda-Mara GMO.
- c) After receiving a recommendation from the Housing Sub-Committee, The Winda Mara Aboriginal Corporation GMO in accordance with the *Residential Tenancies Act 1997* will make the final decision to evict a tenant.
- d) Depending on the circumstances of the termination of the tenancy, the Subcommittee may consider the tenant for transfer to another WMAC property. If available or appropriate.
- e) Reasonable causes for the Subcommittee to consider evicting a tenant may be, but not limited to:
 - i. Not making an attempt to pay rental arrears
 - ii. Damage or vandalism to the rental property
 - iii. Breaching rental arrears agreements on more than 3 occasion
 - iv. Prolonged unreasonable absence from a rental property
 - v. Abandonment of the property
 - vi. Subletting the property
 - vii. Inappropriate risks of safety for any person or property,
 - viii. Other safety issues, overcrowding,
 - ix. Dwelling becoming unfit for habitation,
 - x. Criminal activity
 - xi. Excessive damage to property or surrounds
 - xii. Failing to keep the property in a clean and reasonable condition
 - xiii. Accumulation of rubbish and other unsightly rubbish or other health risk material in or around the location
 - xiv. Maintenance or rehabilitation costs exceed reasonable and/or effective expenditure. If this occurs, then the subcommittee shall prepare a report and recommendations for decision by the Board of Directors.
 - xv. Obtaining of a Corporation house through fraud or suppling of false or misleading information.
 - xvi. Purchase of another Winda-Mara rental property.
 - xvii. Any other issue considered appropriate by the Subcommittee.

Abandoned Goods

- f) Winda-Mara will comply with the Residential Tenancies Act when dealing with abandoned goods.
- g) In the event that a tenant abandons goods or materials at a premises the Subcommittee will attempt to locate the tenant and request them to remove the item from the premises within seven (7) days.
- h) If the Subcommittee is unable to locate the tenant to remove the goods, items, or materials they shall;
 - i. If the material is rubbish and waste, or perishable, take pictures of the rubbish and have it removed to the local tip and obtain a receipt(s) for the cost of its disposal. The costs of disposal will be recorded by the WMAC Finance Department and attached to the tenants file for future referral. If the tenant is subsequently located, a request for reimbursement of the costs it to be made. And/or

- ii. If the goods or items are considered to be of value then the Subcommittee will ensure that they are itemised, have pictures taken of them, and have the goods removed from the premises and placed into storage within fourteen (14) days. and
- iii. The Subcommittee will make reasonable attempts to locate the owner of the stored goods.
- iv. If after 3 months the owner of the goods cannot be located, the goods shall be treated as abandoned goods, the information is to be provided to the WMAC solicitors for advertising, and disposal by public auction or tender, consistent with appropriate legislation. and
- v. Any derived funds will go towards recouping costs of removal, advertising, storage, rental arrears, legal costs or any other cost that may have been incurred. and
- vi. If the sale of the goods does not achieve sufficient funds to recover the total costs incurred by WMAC, (including rental arrears) then a record of the residual amount owing will be recorded by the WMAC Finance Department and attached to the tenant's file; and
- vii. If the tenant is subsequently located a request for reimbursement of the costs is to be made.

16. Complaints, Grievance and Appeals Procedures

- a) All tenants and potential tenants & waiting list applicants are entitled to use the WMAC complaints procedures to address issues or concerns raised in relation to the application of this policy.
- b) Information in relation to the Complaints policy can be located in the Winda-Mara Client Information Booklet. Complaints forms can be located in the reception area of Winda-Mara.
- c) Tenants are able to locate information about Winda-Mara's privacy and Confidentiality policy in the Winda-Mara Client information Handbook.
- d) If tenants do not agree with a Housing Subcommittees response they have the right to send a detailed letter of complaint/appeal to the CEO or his nominee for consideration.
- e) If a tenant is still not satisfied with the response of the CEO or their nominee, the Board of Directors may consider a further review of the appeal or complaint at the next Board of Directors meeting.
- f) If the tenant remains aggrieved in relation to the outcomes of the above issues the tenant may consider raising the issues with the Residential Tenancy Tribunal, if applicable.
- g) Appeals on a decision of the Housing Sub Committee are to be in writing and addressed to the General Manager of Operations. Appeals should describe the issues of the appeal and the suggested remedy.
- h) Appeals on a decision of the General Manager of Operations are to be in writing and addressed to the Chief Executive Officer. Appeals should describe the issues of the appeal and the suggested remedy.
- i) Appeals on a decision of the Chief Executive Officer are to be in writing and addressed to the Chairperson of the Winda-Mara Board. Appeals should describe the issues of the appeal and the suggested remedy.
- j) Acknowledgement of receiving of a complaint or an appeal will be undertaken in writing within 24 hours of receipt. Timeframes on the decision should occur within 2 weeks. (this may depend on the availability of the staff and/or on the complexity and circumstances of the issue being considered)
- k) Appeals and complaints (including outcomes) will be recorded in the Winda-Mara Complaints Register.

Disputes Between Neighbours

- l) WMAC is not an enforcement agency and is not responsible for breaches of the peace that are enforceable by the police or other agencies such as Shire councils. Any criminal or illegal activity should be referred to the police or appropriate responsible agency.
- m) WMAC will try to facilitate good relationships with neighbours of our tenants, and this will include doing those actions that are reasonable to try and resolve or facilitate cessation of disputes.
- n) If a dispute is not able to be reasonably facilitated then the subcommittee shall refer both parties to The Dispute Settlement of Centre of Victoria or such similar agency.

17. Supporting Home Ownership

- a) Upon receiving a request from a current tenant to purchase a rental property in the Winda-Mara Housing program, the Board will consider and make a determination if the property is available to be sold. In making this determination the Board may seek further supporting information from any area, agency or person that it deems necessary.
- b) In supporting home ownership Winda-Mara will assist members & tenants to make connections with the appropriate funding agencies to obtain the finances to purchase a property.
- c) Winda-Mara will not fund or loan funds to support a member or tenant to purchase a property.
- d) Current tenants are able to apply to Winda-Mara Aboriginal Corporation Board of Directors to purchase the property they are tenancing.
- e) Should the property a tenant is renting not be available to purchase, the tenant may apply to the Board of Directors to purchase another of Winda-Mara's properties that is vacant.
- f) Should a tenant purchase a Winda-Mara property that is not the one they are currently renting, they are required to vacate the current rental within one month of settlement of the purchased property. In support of this, Winda-Mara will give notice that the current lease is terminated, and the tenant is required to vacate the house within one month of settlement. It is a requirement that the vacated house is returned to Winda-Mara is in a well-maintained condition consistent with this Housing Policy.
- g) The option to purchase one of Winda-Mara's rental properties is only available to current tenants of the Winda-Mara housing program.
- h) Winda-Mara will not sell to a member a rental property if they are already the owner or essentially the owner of a house or other domestic accommodation property.
- i) If the Winda-Mara Board agrees to sell a tenant a property, they will seek an independent professional market valuation of the property in consideration.
- j) At a minuted Board meeting, taking into account the professional market valuation the Winda-Mara Board will determine by resolution the market valuation for the property in question.
- k) Having by set the market value for the property, at the discretion of the Board, a discount to the market valuation that is no less than 10% may be applied.
- l) The Board will by resolution agree to the price that the property will be offered to the tenant at.
- m) The Board will make an offer to purchase the property to the tenant in writing.
- n) A tenant has 30 days to accept or refuse the offer to purchase the property at the offered amount. If a tenant does not respond to an offer, the offer made will expire after 40 days.
- o) It will in no way affect the tenants' rights or tenancy, should a tenant refuse to purchase the property at the offered amount.
- p) All decisions of the Board in relation to the sale of Winda-Mara rental housing stock are final and are not able to be appealed.

Form 1: - Annual Rental Advice/Recommendations to the WMAC

To: WMAC Board of Directors

From: Housing Subcommittee

Please find below advice/recommendations in relation to the annual review of housing rents for each of the WMAC properties. As per the WMAC Housing Policy the Subcommittee in making this advice, considered the following points and make the following comments as required;

i. *The objectives of the housing program*

Consistent with the housing program

ii. *The budget and covering the costs of running the housing program*

Within budget and review undertaken with no special information provided

iii. *The total household incomes for each premises.*

Undertaken with no special information provided

iv. *The ability for each tenant to pay the recommended amount.*

Undertaken with no special information provided

v. *The effects of the annual Consumer Price Index (CPI) rate.*

The CPI rate for the past 12 months is noted to be %

vi. *Any other consideration or information as instructed by the WMAC CEO or Board of Directors.*

None provided

The Housing Subcommittee has provided the attached table with the current rental amounts paid by the tenant at that location along with the recommended rental amount, and the amount of the adjustment (if any)

Rental Property	Current Rent	Recommended Rent	Amount of Adjustment	Notes
18 Best Street, Heywood				
60 Lindsay Street Heywood				
58 Lindsay Street Heywood				
23 Waratah Street Portland				
23 Clarence Street Hamilton				
1 / 3 Barclay Street East Heywood				
2 / 76 Lindsay Street Heywood				
16 Barclay Street Heywood				
71 Scott Street Heywood				
31 White Avenue Hamilton				
8 White Avenue Hamilton				

29 Strachan St Hamilton				
23 Wattle Crescent Portland				
58 Markham Street Heywood				
51 Waratah Crescent Portland				
74 George Street Portland				
3 / 76 Lindsay Street Heywood				
8 Woodbridge Street Hamilton				
56 Lindsay Street Heywood				
23 Kitchener Street Hamilton				
87 Scott Street Heywood				
3 / 3 Barclay Street East Heywood				
44 Darling Street, Heywood				
1 / 76 Lindsay Street Heywood				
9 Waratah Crescent Portland				
2 / 13 Barclay Street East Heywood				
24 Barclay Street Heywood				
65 Scott Street Heywood				
TOTAL RECOVERED				

Schedule A Referral information in the Housing Policy

Item 1: Total Household income greater than or equal to \$61,200 per annum.

Reviewed at Board Meeting on 29-4-2015. (increase to \$61,200 from \$60,000)

Item 2: Rent for property not to be set below \$90.00 per week.

Item 3: Board or CEO approval is required for maintenance repairs that exceed \$3,000.

APPENDIX A: Application for WMAC Housing

Attached separately

APPENDIX B: Tenancy Agreement

Attached separately

APPENDIX C: Condition Report

Attached separately

APPENDIX D: Guide to Tenants and Landlords

Attached separately

APPENDIX E: Emergency Phone Numbers

WMAC Housing Officer

Ph: 5527 0074

M: 0408 660 381

EMERGENCY CONTACT ONLY

Plumbing

Lewis Plumbing	5527 2003	Heywood
Finchett's Plumbing	5572 3388	Hamilton
Robertson's Plumbing	5521 8055	Portland

Electrical

MKA Electrical	5527 1370	Heywood
Jamie Sherman	0407 819 420	Hamilton
Days Electrical	5523 4636	Portland

APPENDIX F: Request for Transfer or Exchange

Attached separately