

Ending Tenancies Policy



Owner:	Tamara Leishman
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Endorsed by:	Kate Ogilvie
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1. Purpose

This policy sets out the principles and procedures that guide Women's Housing Ltd (WHL) when a tenancy is ending either by consent or lawful termination.

2. Statement of Commitment

Women's Housing Ltd (WHL) is committed to sustaining the viability of its long-term tenancies where possible through positive renter support and early intervention.

WHL acknowledges the personal and financial vulnerability of many of our renters and recognises that these vulnerabilities can result in tenancies being placed at risk.

WHL is committed to ensuring that all renters are afforded every opportunity to sustain their tenancies.

WHL applies the provisions of the Residential Tenancies Act 1997 (RTA) fairly and considers human rights, cultural safety and trauma-informed practice when making decisions that impact tenancies.

3. Scope of Policy

This policy specifically does not cover the termination of rental agreements because of rental arrears. The policy and procedures for arrears recovery is detailed in the *Arrears Policy*.

Similarly, this policy does not encompass the ending of tenancies in the THM program.

This policy covers all other circumstances in Community Housing and Rooming House programs where ending a rental agreement is being ended.

4. Grounds for ending a tenancy

Appendix 1 gives a summary of reasons for a Notice to Vacate, and the minimum amount of time required depending on the cause.

4.1 Mutual agreement

In some circumstances, tenancies may end by mutual agreement between the renter and WHL. This may occur where the renter chooses to leave voluntarily or where both parties agree that ending the tenancy is the most appropriate option.

4.2 Renter-initiated termination

Renters have the right to end their tenancy by providing notice in accordance with the Residential Tenancies Act 1997 (RTA). Common reasons include relocating, personal safety, changes in health or other personal circumstances. Renters must provide 28 days' notice prior to ending a tenancy by mutual agreement. In some circumstances, renters may be entitled to provide 14 days' notice, such as if they have been offered alternative social housing. Renters will continue to be charged rent up until the keys are returned to WHL.

4.3 WHL initiated termination

WHL may initiate termination of a tenancy in accordance with the RTA. This may include:

- Serious or repeated breaches of the rental agreement or RTA including
 - Non-payment of rent
 - Damage to the property
 - Serious nuisance or illegal behaviour
 - Violence, threatening behaviour or danger
 - Subletting or assignment without consent
- Situations not attributable to the renter
 - Premises is unfit for human habitation
 - Premises to be demolished or undergo serious repairs
 - Premises to be sold

Before issuing a Notice to Vacate, every effort will be made to work with the renter to resolve the issue, including referral to services. In relevant situations, WHL will issue a Breach Notice or seek an Order of Compliance or Compensation prior to issuing a NTV.

Please see WHL's Antisocial or Dangerous Behaviour Policy for more information about investigating and acting against renter behaviour.

4.4 Death of a renter

If a sole renter dies without leaving a spouse, de-facto, partner or dependents whose details are known, WHL will apply to VCAT under s91N for an order terminating the rental agreement.

If a sole renter dies but there is a spouse, de-facto, partner or dependent that we know of, WHL will determine if a new rental agreement may be signed. WHL may be required to end the tenancy due to eligibility criteria. If the next of kin does not consent to ending the tenancy, WHL may issue a Notice to Vacate under s91N(3).

If a sole renter dies and there no other known occupants, we will contact the renter's legal representative or next of kin to arrange the personal belongings of the renter.

4.5 Abandoned properties

If a property is suspected of having been abandoned, WHL will

- Immediately attempt to contact the renter and their support worker to ascertain if the property has been abandoned
- Issue a Notice of Entry to the property
- After 24 hours, inspect the property

WHL will conduct a thorough investigation to determine whether the property has been abandoned. Abandonment may be indicated by arrears, the absence of essential items (bedding, furniture, food) and personal belongings in property, non-collection of mail or disconnection of utilities.

WHL will apply to VCAT for a declaration of abandonment if a property shows strong signs of being abandoned and the renter or their next of kin is uncontactable. Renters are strongly encouraged to notify WHL of any extended absences.

5. Legal requirements and compliance

All tenancy terminations will be conducted in accordance with the RTA, including specific provisions relating to rooming houses. WHL will utilise prescribed forms provided by Consumer Affairs Victoria where relevant and abide by all instructions from VCAT, including ensuring the renter is informed about the process and knows their rights.

Communication with renters will be clear, respectful, timely, and use accessible language. Where appropriate, WHL will arrange interpreters to ensure that renters understand their rights and obligations. Renters will be provided adequate information about the reasons for proposed termination of the tenancy and any available avenues for appeal.

6. Cultural safety and human rights considerations

WHL recognises that terminating tenancies can have disproportionate impacts on people experiencing systemic disadvantage. In line with our obligations under the Charter of Human Rights and Responsibilities Act 2006 (The Charter), WHL will assess whether a decision to end a tenancy is reasonable, proportionate and necessary as a last resort. This includes a specific analysis of the impact of eviction on the renter, considering any additional circumstances such as age, disability, culture, mental health, gender or other factors.

WHL will take additional steps to ensure that culturally safe and appropriate supports are offered to Aboriginal and Torres Strait Islander renters and will collaborate with specialist services to ensure that renters are heard and supported.

WHL abides by the Multi-Agency Risk Assessment and Management Framework (MARAM) to ensure all decisions are made in consideration of family violence risk factors.

7. Evictions

Where VCAT grant an Order of Possession to WHL and the renter fails to leave the premises, WHL may pursue formal eviction to secure possession. If eligible, WHL will purchase a Warrant of Possession from VCAT. This will only ever occur as a last resort option to terminate a tenancy after alternative action has been considered.

WHL will coordinate with the local police station to carry out a Warrant of Possession, which includes changing the locks while the former renter is escorted from the property. WHL will attempt to give as much notice as possible prior to enforcing Warrants of Possession.

8. Bond Management

If there are outstanding arrears, renter damage, goods left behind or the condition of the property requires professional cleaning, WHL will submit a claim to VCAT for a portion of the bond to cover any costs. Please see WHL's Bond Management Policy for more information about this process.

9. Complaints and appeals

Renters are entitled to challenge decisions to end a tenancy. Renters should refer to WHL's Complaints and Appeals Policy for information about submitting an appeal. WHL can provide additional information about legal services or regulatory bodies that may assist renters to make a formal complaint or appeal.

10. Responsibilities

10.1 Board

- To be aware of this policy

10.2 Chief Executive Officer

- To be aware of this policy and the requirements of the RTA and the relevant policies of the Housing Registrar and other bodies and stakeholders with legitimate requirements and expectations in this area

10.3 Operations Manager

- To be aware of and oversee implementation this policy
- To understand the requirements of the RTA and the relevant policies of the Housing Registrar and other bodies and stakeholders with legitimate requirements and expectations in this area
- To provide briefings to the Senior Management Team about WHL tenancy terminations
- To approve the purchase of Warrants of Possession

10.4 Housing Services Manager

- To oversee implementation this policy
- To understand the requirements of the RTA and the relevant policies of the Housing Registrar and other bodies and stakeholders with legitimate requirements and expectations in this area
- To approve Notices to Vacate and Applications to VCAT
- To refer complex tenancy terminations matters to the Operations Manager
- To oversee, direct, support and assist Tenancy Officers

10.5 Tenancy Officers

- To implement this policy
- To understand the requirements of the RTA and the relevant policies of the Housing Registrar and other bodies and stakeholders with legitimate requirements and expectations in this area
- To follow legislative requirements in the tenancy termination process
- To seek appropriate approvals prior to issuing Notices to Vacate, Applications or Warrant of Possession

11. Reviewing

This policy will be reviewed every two years when changes in the policy or legislative environment require.

12. Related Policies and Documents

- WHL Arrears Policy
- WHL Antisocial and Dangerous Behaviour Policy
- WHL Bond Management Policy
- WHL Goods Left Behind Policy
- WHL Hoarding and Squalor Policy
- WHL Pets Policy
- WHL Renter Damage Policy
- WHL Squatting & Subletting Policy
- WHL Rental Hardship & Temporary Absence Policy

13. Relevant Legislation

- The Charter of Human Rights and Responsibilities Act 2006 (Vic)
- Residential Tenancies Act 1997 (Vic)

Appendix 1

Reason for Notices to Vacate and Minimum Notice required

Reason for notice to vacate before a rental agreement ends	Minimum notice required
The renter or their visitor intentionally or recklessly causes serious damage to the property, including safety equipment and common areas	Immediate
The renter or their visitor puts neighbours, the rental provider or the provider's agent, or the rental provider or agent's contractors or employees, in danger	Immediate
The premises are unfit for human habitation, destroyed totally, or destroyed to the extent that they are unsafe	Immediate
The renter or anyone else living in the rental property seriously threatens or intimidates the rental provider, their agent, or the rental provider or agent's contractors or employees	14 days
The renter owes at least 14 days rent	14 days
The renter has failed to comply with a VCAT compliance order	14 days
The renter has already been given 2 breach of duty notices and the same breach occurs	14 days
The property is being used for illegal purposes	14 days
The renter has brought in other renters or sub-letters without consent	14 days
The renter has not paid the bond as agreed	14 days
The renter has a child under 16 years of age living at the premises when the rental agreement says this is not allowed	14 days
The rental provider is a government housing authority and the renter misled the authority so they could get social housing	14 days
The renter has been involved in a drug-related activity in public housing	14 days
The renter is keeping a pet without consent and VCAT has made an order excluding the pet	28 days
The rental provider is planning to move in at the end of the fixed-term rental agreement	14 days

Reconstruction, repairs or renovations are planned and cannot go ahead unless the renter vacates	60 days
The rental property is going to be demolished and all necessary permits have been obtained	60 days
The rental provider wants to do something else with the property (e.g., use it for a business)	60 days
The rental provider, a member of their immediate family or a dependent will be moving in	60 days
The property is to be sold or put up for sale	60 days