

# Renter Related Damage Policy

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## Document Information

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## Revision History

<b>Issue date</b>	<b>Version</b>	<b>Revision description</b>
8 May 2019	1	Created for website
20 December 2021	2	Updated with new terminology and RTA process

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## **1. Purpose**

Renter related property damage represents an important part of Women's Housing Ltd (WHL) management of buildings and surrounds, particularly when considering long term implications and related costs for repairs. This policy aims to provide guidance to staff when responding to and assessing damage to WHL owned and managed properties which are tenanted.

## **2. Policy**

WHL will ensure that all damage to property assets is assessed and the responsibility for cost of repairs is correctly allocated.

## **3. Description**

### **3.1 Objectives**

The objectives of this policy is to ensure that the damage to WHL properties is minimised and that any damage which does take place is assessed and appropriate actions are taken to ensure that the property is repaired and the associated cost is recouped from the renter where appropriate.

### **3.2 Statements**

- Any reported or observed damage to any WHL owned or managed property must be acted upon by the WHL staff member who becomes aware of the damage.
- Any loss of key or electronic entry fob or associated costs with providing access will be borne by the renter if the loss or lock out was due to the renter's actions or omissions.
- All incidences of damaged property must be recorded in Chintaro and as a maintenance request which is then submitted to the Asset Services team.
- Any damage to a WHL property which is tenanted will be assessed by the Asset Services Staff and an approved WHL contractor to determine if the damage was due to normal wear and tear, negligence or deliberate actions by the renter/family or visitors.
- Careful consideration must be applied as to how the damage to the property occurred, in order to determine if the damage is not accidental and has occurred as a deliberate action or due to negligent behaviour. Additional mitigating factors should also be considered to determine the level of renter responsibility and corresponding level of repair that WHL will accept responsibility for. Factors that need to be considered include;
  - damage as a consequence of disability of a renter or renter's children's or;
  - damage done by an ex-partner and who does not live at the property as an act of violence toward the renter.
- Additionally, assessment is required as to the history of previous incidences or lack of understanding by the renter of appropriate use of equipment in the dwelling prior to a notice being sent to the renter for payment or the cost of repair.
- WHL will undertake the responsibility for the cost of repair in the following circumstances;
  - where the renter has not been made aware of the appropriately use of equipment in the unit; or
  - where the damage is caused directly by disability; or
  - the damage was due to an isolated incidence of violence by a person known to the renter; or
  - as a result of an unavoidable accident, due to part of the building experiencing normal wear and tear.

- If damage repeatedly occurs WHL will seek an alternate action which may include passing the responsibility for the cost of the repair to the renter.
- Quotes from the contractor for the repairs will be provided to the renter as evidence of the cost.
- All non accidental damage, which the renter is responsible for, will be charged to the renter.
- A repayment plan for the cost for the repairs can be negotiated between the renter and WHL through the Tenancy Officer.
- Only endorsed WHL tradespersons will be accepted to undertake the repair.
- Renters will not be given permission by WHL to undertake the repairs themselves.
- If the renter refuses to accept responsibility for the damage or cost of the repairs, the Tenancy Officer will pursue VCAT action to either have the repair undertaken to the satisfaction of WHL or for the renter to repay the cost of the repair.

### **3.3 Action under the Residential Tenancies Act 1997 ('RTA')**

If appropriate, the Tenancy Officer will issue the renter with a Repair Notice under s 78 of the RTA. This may occur when the damage is minimal, accidental or a Breach notice is not appropriate. If repairs are not carried out by a suitably qualified tradesperson within 14 days from this notice, WHL may organise repairs at the renter's expense.

Alternatively, the Tenancy Officer may issue a Breach Notice to a renter under ss 61 & 116 of the RTA. This may occur when damage is intentional, malicious or a consequence of ongoing poor behaviour. The Tenancy Officer may seek a compliance and compensation order if the Breach is not rectified.

If the damage is considered 'serious,' the Tenancy Officer may issue a Notice to Vacate under s 91ZI of the RTA. This will be reserved for unmanageable circumstances and is at the discretion of the Management Team.

## **4. Resources**

- Chintaro renter notes
- Property condition report
- WHL Property condition data base

## **5. Relevant Documents**

- Building Code of Australia
- WHL Asset Management Policy
- WHL Business Plan
- WHL Asset Management Property Condition Procedure
- WHL Renter Consultation Procedure
- WHL Asset Plans
- WHL Maintenance Policy