



# TENANT HANDBOOK

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**Business Hours**  
**Monday to Friday**  
**8.30am to 4.30pm**

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## **WHO WE ARE**

Jacaranda Housing is a Not-for-Profit community housing provider operating predominantly in the wider Brisbane area. We provide a range of social and affordable housing options for low income families, individuals and other intended groups. Jacaranda Housing is a company limited by guarantee and we have a distinct way of working with our members and receive no recurrent government funding.

Jacaranda Housing is committed to acknowledgement of country. Jacaranda Housing aims to conduct business in an open manner and to have significant impact on the quality and supply of housing options for low income earners, their families and other intended groups.

## **OUR MISSION**

To provide sustainable housing options through proactive tenant engagement for low income earners and their families and other intended groups.

## **OUR VISION**

To be the model provider of affordable housing within the community and social housing sectors.

## TENANTS' RIGHTS AND RESPONSIBILITIES

Jacaranda Housing is committed to ensuring tenants' rights are upheld in all aspects of the organisation's work. We endeavor to ensure tenants' rights to:

- Security of tenure within the terms of the Form 18a, General Tenancy Agreement and funding guidelines;
- Confidentiality of personal information;
- Access to tenant's own information;
- Complaint and Appeal decisions;
- Access and use the services of advocates.

LANDLORD'S RESPONSIBILITIES	TENANT RESPONSIBILITIES
<p>Jacaranda Housing will:</p> <ul style="list-style-type: none"> <li>• Cover cost of preparing the agreement</li> <li>• Comply with lessor responsibilities as set out in the <i>Residential Tenancies and Rooming Accommodation Act 2008</i></li> <li>• Pay bulk of water charges, levies, premiums, rates and taxes payable for the premises (not including service charges such as electricity/gas/telephone)</li> <li>• Provide a full set of keys to all tenants as listed on the Form 18a, General Tenancy Agreement</li> <li>• Not cause a nuisance, or seriously affect the reasonable peace, comfort and privacy of the tenant</li> <li>• Keep the premises and any inclusions in good repair during tenancy tenure</li> <li>• Keep common areas (where applicable) clean and tidy</li> <li>• Have the premises ready for tenant to move into on the agreed date</li> <li>• Meet all laws that deal with health and safety of the premises</li> <li>• Provide reasonable security to the premises as per the Form 18a, General Tenancy Agreement</li> <li>• Adhere to Jacaranda Housing Policy and Procedures</li> </ul>	<p>Tenant will:</p> <ul style="list-style-type: none"> <li>• Follow and comply with the rules set out in the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> including the tenant responsibilities under the Form 18a, General Tenancy Agreement</li> <li>• Having regard to the condition of the property at the start of the tenancy, maintain the property to an acceptable standard including cleaning</li> <li>• Pay rent on time and in the way written in the Form 18a, General Tenancy Agreement</li> <li>• Abide by the terms of the any Body Corporate by-laws that apply (where applicable)</li> <li>• Inform us of any repairs required or damage (accidental or otherwise) to the premises as soon as these occur and/or practicable</li> <li>• Use the premises as main place of residence only</li> <li>• Not use home for business purpose or run a business from the premises</li> <li>• Not use your home for illegal purposes</li> <li>• Not cause a nuisance, or seriously affect the reasonable peace, comfort or privacy of your neighbours</li> <li>• Abide by the Jacaranda Housing Tenant Code of Conduct</li> <li>• Adhere to Jacaranda Housing Policy and Procedures</li> </ul>

In the course of performing its many and varied duties Jacaranda Housing must adhere to and abide by relevant legislative requirements as set out by:

Corporations Act 2001 (Cth);  
 Australian Charities & Not-for-profit Commission Act 2012;  
 National Regulatory System for Community Housing (NRSCH);  
 Residential Tenancies and Rooming Accommodation Act 2008;  
 Housing Act 2003;

Work Place Health & Safety Act 2011;  
Privacy Act 1988;  
Anti-discrimination Act 1977.

## PROTECTION OF YOUR PRIVACY

### Privacy Policy

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#### General

Jacaranda Housing ABN 30 815 638 618 (referred to in this document as **we, us or our**) recognises that your privacy is very important, and we are committed to protecting the personal information we collect from you. The *Information Privacy Act 2009 (Qld) (IP Act)*, and the Information Privacy Principles (**IPPs**) govern the way in which we must manage your personal information and this policy sets out how we collect, use, disclose and otherwise manage personal information about you.

#### Collection

##### Types of information collected

We may collect and hold personal information about you, that is, information that can identify you, and is relevant to providing you with the services you are seeking. In particular, we may collect:

- (a) your name and contact details;
- (b) your rental and other payment information;
- (c) information about whether you meet the Department of Housing and Public Works' *Social Housing Eligibility Criteria* including information about your:
  - (i) Australian citizenship or residency status;
  - (ii) Queensland residency;
  - (iii) property ownership;
  - (iv) liquid assets;
  - (v) independent income and household income limits; and
  - (vi) the appropriateness of your current housing.

##### Purpose of collection

The personal information that we collect and hold about you, depends on your interaction with us. Generally, we will collect, use and hold your personal information if it is reasonably necessary for or directly related to the performance of our functions and activities and for the purposes of:

- (a) providing services to you or someone else you know;
- (b) providing you with information about other services that we, our related entities and other organisations that we have affiliations with, offer that may be of interest to you;
- (c) facilitating our internal business operations, including the fulfilment of any legal requirements; and
- (d) analysing our services and customer needs with a view to developing new or improved services.

##### Method of collection

Personal information will generally be collected directly from you through the use of any of our standard forms, in person, over the internet, via email, or through a telephone conversation with you. There may,

however, be some instances where personal information about you will be collected indirectly because it is unreasonable or impractical to collect personal information directly from you. We will usually notify you

about these instances in advance, or where that is not possible, as soon as reasonably practicable after the information has been collected.

### **Failure to provide information**

If the personal information you provide to us is incomplete or inaccurate, we may be unable to provide you, or someone else you know, with the services you, or they, are seeking.

### **Internet users**

If you access our website, we may collect additional personal information about you in the form of your IP address and domain name.

Our website uses cookies. The main purpose of cookies is to identify users and to prepare customised web pages for them. Cookies do not identify you personally, but they may link back to a database record about you. We use cookies to monitor usage of our website and to create a personal record of when you visit our website and what pages you view so that we may serve you more effectively.

Our website may contain links to other websites. We are not responsible for the privacy practices of linked websites and linked websites are not subject to our privacy policies and procedures.

### **Use and disclosure**

Generally, we only use or disclose personal information about you for the purposes for which it was collected (as set out above). We may disclose personal information about you to:

- (a) service providers, who assist us in operating our business, and these service providers may not be required to comply with our privacy policy;
- (b) our related entities and other organisations with whom we have affiliations so that those organisations may provide you with information about services; and
- (c) government departments including:
  - (i) the Department of Housing and Public Works;
  - (ii) Centrelink;
  - (iii) the Residential Tenancies Authority; and
  - (iv) other support agencies and organisations.

### **Transfer of personal information outside Australia**

We are not likely to disclose your personal information overseas, except as permitted by the IP Act, unless we otherwise advise you in writing.

### **Security**

We store your personal information in different ways, including in paper and in electronic form. The security of your personal information is important to us. We take all reasonable measures to ensure that your personal information is stored safely to protect it from interference, misuse, loss, unauthorised access, modification or disclosure, including electronic and physical security measures.

### **Access and amendment**

You may access the personal information we hold about you, upon making a written request. We will respond to your request within a reasonable period. We may charge you a reasonable fee for processing your request (but not for making the request for access).

We may decline a request for access to personal information in circumstances prescribed by the IP Act, and if we do, we will give you a written notice that sets out the reasons for the refusal (unless it would be unreasonable to provide those reasons).

If, upon receiving access to your personal information or at any other time, you believe the personal information we hold about you is inaccurate, incomplete or out of date, please notify us immediately. We will take reasonable steps to amend the information so that it is accurate, complete and up to date.

If we refuse to amend your personal information, we will give you a written notice that sets out our reasons for our refusal (unless it would be unreasonable to provide those reasons), including details of the mechanisms available to you to make a complaint.

### Complaints and feedback

If you wish to make a complaint about a breach of the IP Act, the IPPs or a privacy code that applies to us, please contact us using the details below and we will take reasonable steps to investigate the complaint and respond to you.

If you have any queries or concerns about our privacy policy or the way we handle your personal information, please contact us at:

Street address: Level 5, 973 Fairfield Rd, Yeerongpilly QLD 4105

Email address: [info@jacarandahousing.com.au](mailto:info@jacarandahousing.com.au)

Telephone: (07) 3392 8848

Facsimile: (07) 3392 7729

Website: [www.jacarandahousing.com.au](http://www.jacarandahousing.com.au)

For more information about privacy in general, you can visit the Office of the Information Commissioner's website at [www.oaic.gov.au](http://www.oaic.gov.au).

If you wish to make a complaint about the collection, use or disclosure of your personal information, please contact our privacy officer, and we will work with you to resolve the issue.

If after this process you are not satisfied with our response, you can submit a complaint to the Office of the Information Commissioner, Queensland. To lodge a complaint, visit the 'Privacy complaints' section of the Information Commissioner's website, located at <https://www.oic.qld.gov.au/about/privacy/privacy-complaints>, to obtain the relevant complaint forms, or contact the Information Commissioner's office.

### Privacy Collection Notice

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Jacaranda Housing ABN 30 815 638 618 ACN 140 309 888 (**we, us or our**) is committed to the Information Privacy Principles contained in the *Information Privacy Act 1988* (Qld) (**IP Act**). The purpose of this notice is to advise you that we may collect, use and disclose personal information about you, including:

- (a) your name and contact details;
- (b) your rental and other payment information;
- (c) information about whether you meet the Department of Housing and Public Works' (**DHPW**) *Social Housing Eligibility Criteria* including information about your:
  - (i) Australian citizenship or residency status;
  - (ii) Queensland residency;
  - (iii) property ownership;
  - (iv) liquid assets;
  - (v) independent income and household income limits; and
  - (vi) the appropriateness of your current housing.

Where possible, we will collect your personal information directly from you, however on occasion we may need to collect personal information about you from other government agencies.

This collection is for the purposes of providing services to you, facilitating our internal business operations, including the fulfilment of any legal and regulatory requirements, providing you with information about us

and the services that we, or our related entities or organisations that we have affiliations with, offer that may be of interest to you.

In order to provide services to you, we may disclose your personal information to:

- (a) our related entities and affiliated organisations;

- (b) service providers, who assist us in operating our business;
- (c) a purchaser of the assets and operations of our business, if those assets and operations are purchased as a going concern; and
- (d) government departments including:
  - (i) the Department of Housing and Public Works;
  - (ii) Centrelink;
  - (iii) the Residential Tenancies Authority; and
  - (iv) other support agencies and organisations, from time to time.

If the personal information you provide to us is incomplete or inaccurate, we may not be able to provide you with the services you are seeking. It is up to you to update your personal information. If you are unable to update your personal information held by us yourself, you must notify us of the changes as soon as reasonably practicable.

Where we are delivering a social housing service, we are required to collect information about whether you meet the DHPW *Social Housing Eligibility Criteria*, pursuant to the *Housing Act 2003* (Qld) and *Housing Regulation 2015* (Qld).

We are not likely to disclose your personal information overseas, except as permitted by the IP Act, unless we otherwise advise you in writing.

More detailed information about the way we use, disclose and secure your personal information, how you can access and correct that information and how you can make a complaint about a breach of the Information Privacy Principles can be found in our privacy policy, available by contacting us at:

Street address: Level 5, 973 Fairfield Rd, Yeerongpilly QLD 4105

Email address: [info@jacarandahousing.com.au](mailto:info@jacarandahousing.com.au)

Telephone: (07) 3392 8848

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Website: [www.jacarandahousing.com.au](http://www.jacarandahousing.com.au)

# THE TENANCY

## Rent

Jacaranda Housing will use a fair and justifiable process to determine market rent. Jacaranda Housing will review market rent annually by using some of the options listed below but not limited to:

- Review information from RTA – median rents
- Suggested market rents from property valuations
- Real estate web search of rental properties

## Starting a Tenancy

Jacaranda Housing works with tenants to maintain successful tenancies by ensuring that the rights and responsibilities of tenants and lessors, as well as any special terms and conditions of the Form 18a General Tenancy Agreement and/or the housing assistance, are clearly understood.

## Entry Condition Reports – all properties

Properties will be inspected by Jacaranda Housing at the start and end of the tenancy.

The tenant will be issued with an Entry Condition Report (ECR) at the commencement of the tenancy and the ECR is to be returned to Jacaranda Housing within three days as per the Residential Tenancies Rooming Accommodation Act 2008 (RTRAA 2008). An entry condition report will be provided to the tenant for every new tenancy, photo's will be available if requested. The tenant must thoroughly check and complete their section of the entry condition report and return to the office within 3 working days. If not returned, the entry condition report completed by the organisation will remain as the sole reference document.

## Tenancy Agreement

Jacaranda Housing issues the Form 18a General Tenancy Agreement and is required to be signed by the tenant before moving in and as required during the tenancy. This document will be explained in full to the tenant.

## Condition of Premises, Inspections and Access

Tenants must keep the premises and any inclusions to a clean and tidy standard having regard to condition at start of tenancy. Communal areas (e.g. in blocks of units) are the responsibility of the Body Corporate/Jacaranda Housing.

No noxious or flammable goods, illegal firearms or weapons, or illegal substances to be stored on the property. This could be a serious breach of your tenancy and a RTA Form 12 Notice to leave may be issued.

Properties will be inspected by Jacaranda Housing at the start and end of the tenancy and routine inspections may be carried out every three months. This is to ensure tenants are meeting their tenancy obligations and to ensure Jacaranda Housing are meeting its obligations as the landlord. Adequate notice will be provided to the tenant as per the RTRAA Act 2008.

Jacaranda Housing staff will enter the property without prior notice only when real and founded concerns regarding the welfare of a tenant due to health, safety or security reasons, are brought to their attention.

Tenants and/or their visitors must not maliciously damage, alter the appearance of, perform structural changes or make any additions to any part of the property. Damage includes (but is not restricted to) physical damage, markings, holes in walls (including for the hanging of pictures) or neglect due to poor cleanliness. Written permission from Jacaranda Housing must first be obtained before making any alterations, structural changes or additions to the property

Any damage/maintenance issues should be reported to Jacaranda Housing immediately so that necessary repairs can take place. Tenants will be charged for repairs for damage identified as tenant damage. Emergency repairs should be handled as per the Form 18a General Tenancy Agreement.

If damage is the result of criminal activity, a police report must be provided to Jacaranda Housing. If no such report is provided, tenant/s may be liable for the cost of all damages.

Tenants are also responsible for the following repairs and maintenance:

- a) Replacement of all light bulbs and fluorescent tubes;
- b) Pest control;
- c) Gardens and lawns on premises;
- d) Tenants must not switch off, destroy or interfere with any smoke detectors or security devices;
- e) The tenant is required to report all faults with smoke alarms to Jacaranda Housing and if possible, change any flat batteries in smoke detectors; and
- f) The tenant is required to maintain a connection for electricity and gas.

At the start of the tenancy, all tenants are given a set of keys for each person listed on Form 18a General Tenancy Agreement for the property. It is the responsibility of the tenant to ensure that keys are not lost/stolen. A replacement fee will be charged to the tenant if lost or damaged. A spare set of keys can be collected from the Jacaranda Housing office during business hours to gain access and must be immediately returned. Tenants must not change the locks to the property or duplicate keys unless written authorisation has been granted by Jacaranda Housing and a new set of keys must be supplied to Jacaranda Housing at the cost of the tenant/s.

Tenants are responsible for the security of their accommodation and insurance of their property and possessions.

### **Conditions of Occupancy**

Tenants, household members or visitors must not engage in conduct likely to interfere with the peaceful enjoyment, comfort or privacy of a neighbour, which includes harassment, intimidation or verbal abuse. Please refer to the Department of Housing and Public Works *Fair Expectation of Behaviour Brochure*.

Tenants may not at any time sell, sub-lease, and rent or otherwise transfer any unit, structure or part thereof, to any person. The dwelling is strictly for residential purposes only. Tenants are not permitted to conduct a business or trade from their accommodation.

Tenants must apply for approval for visitors staying for more than 4 weeks. Where visitors stay for 4 or more nights, on an ongoing weekly basis, their income must be included in the assessment of the weekly rent for the premises.

Tenants must notify Jacaranda Housing if they are going to be absent from their property for more than 28 days.

Pets are only allowed if included in the Form 18a General Tenancy Agreement. Tenants must apply in writing to Jacaranda Housing for approval if they wish to change this. Tenants will be liable for any damages caused to the premises by their pet/s. Tenants are to ensure their pets are registered with their local council.

### **Change in Circumstances**

Tenants are required to inform Jacaranda Housing if there are any changes in their circumstances which may affect their tenancy. Tenants must request permission before allowing any new member to join the household.

### **Swimming Pools**

Jacaranda Housing tenants are not permitted to have any type of pool installed at the premises. Swimming pools and spas have legislative requirements which are not covered by Jacaranda Housing insurances if installed. If a tenant is found to have installed a swimming pool/spa in the property they will be issued with a RTRAA Form 11 Notice to Remedy Breach, with 14 days to remove the pool/spa.

Jacaranda Housing's position is not to allow the installation of swimming pools in properties. This came into effect in response to changes in legislation and amid growing awareness of the safety risks associated with swimming pools. Jacaranda Housing's position and related procedures aim to:

- prevent drowning deaths of children
- ensure Jacaranda Housing complies with the law
- minimise Jacaranda Housing's exposure to liability.

### **Rental Bond**

Bonds are collected from all tenants (equivalent to 4 weeks rent) or tenants transferring to new properties and commencing new leases. All bonds will be lodged with the Residential Tenancies Authority. Jacaranda Housing will ensure that the collection of Bonds will not disadvantage tenants and we will assist tenants if necessary in making an application for a Bond Loan from DHPW prior to taking up tenancy or agreed to the bond being paid in instalments.

### **Bond Receipt**

On receipt of the bond money, if paid in cash or the receipt is requested, the Community Housing Manager can immediately issue a receipt to the tenant.

### **Rent Setting – DHPW Funded Properties**

Jacaranda Housing upholds the principles of fairness, consistency and legal compliance in all aspects of the rent setting and rent calculations. Jacaranda Housing ensures that tenants are provided with a clear and concise explanation of how their rent is calculated, what income is used to assess the rent, rent payment options, and how and when rent reviews are conducted.

Rents are set in accordance with the DHPW Community Housing Rent Policy (CHRP) for properties where the DHPW has an interest. The rent a household pays is calculated at 25% off the household's income, plus the Commonwealth Rent Assistance to which the household is entitled, with maximum rent being the market rent for the property.

## Establishing Market Rent

Jacaranda Housing will use a fair and justifiable process to determine market rent. Jacaranda Housing will review market rent annually by using some of the options listed below but not limited to:

- Review information from RTA – median rents
- Suggested market rents from property valuations
- Real estate web search of rental properties

## Rent Assessment

The Community Housing Manager will calculate rents using the Community Housing Rent Calculator available on the DHPW website. This will be performed: -

- at the commencement of a tenancy;
  - when a tenant notifies Jacaranda of a change in a household's income or household composition;
- and
- as part of the annual household's rent and ongoing eligibility review

## Evidence of Income

For rent assessment purposes tenants must provide evidence of all sources of income. Evidence of income should be no more than 28 days old. Jacaranda Housing will only use evidence of income that is prepared or validated by an external third party. For example, Centrelink statements or pay slips.

Jacaranda Housing will not accept evidence of income if the tenant has made any alterations to the documents such as blackening out information, withholding pages, or where it is suspected or known that the evidence provided has been tampered with or altered in any way.

If Jacaranda Housing suspects evidence of income has been altered or tampered with from its original format, the tenant will be asked to provide consent for Jacaranda Housing to be issued with the income documentation directly from the issuer, bypassing the tenant. Jacaranda Housing may choose to refer the matter on to the relevant authorities if original documentation is altered or tampered with.

**NOTE:** This does not include the removal or blackening out of Tax File Numbers from official tax documents. Jacaranda Housing encourages all tenants and household members to remove tax file numbers before providing for the rent subsidy assessment.

Proof of household income is required to allow rent to be assessed and tenants must provide evidence of all sources of income for all household members. Proof of income statements may be in the form of:

- a) Income Statement from Centrelink or Veterans' Affairs;
- b) Centrelink Customer Confirmation eService – Income Statement;
- c) Australian Tax Office- Notice of Assessment or
- d) ATO Non-Lodgement advice;
- e) Most recent pay slip, or written declaration from employer, detailing Year to Date earnings;
- f) Where a tenant has an irregular income, the last 4 pay slips, detailing Year to Date earnings, are required to determine affordable rent for that household;
- g) Statements, including Bank Statements for any income derived from interest bearing accounts or self-funded retirees i.e. superannuation and lump sum payments in any form;

If proof of income is not provided for all eligible household members, Jacaranda Housing will charge the household market rent, until the income information is supplied.

All household members are required to contribute to the rent paid. If a tenant claims they do not have any income or very little, or they have quit their job, have not applied for Centrelink or are running a business and not receiving income, they will be imputed an income and the tenant/s rent will be based on the basic Centrelink payment for which they should be eligible.

Jacaranda Housing will consider a reduced rent payment on a case-by-case basis for a household member who is temporarily absent on the grounds of hospitalisation, family illness. This does not include absence due to holidays. Applications for minimum rent payments will be approved by the General Manager.

## **Changes to Rent**

### **Notifying of change to circumstances**

Tenants are responsible for advising Jacaranda Housing of a change in circumstances. Tenants may request a re-assessment of rent at any time because of a decrease in income or a change in household circumstances.

Jacaranda Housing will give tenants written advice regarding the outcome of their rent subsidy review including the new rent to be charged.

### **Increases and Decreases in Rent**

A review that results in an increase in rent will not take effect until two months after the date on which the change took place. Notice of any change to a tenant's household circumstances which result in a decrease in rent must be applied immediately, when a review of the tenant's rent must be undertaken, and a Rent Assessment Form filled out immediately.

A review that results in a decrease in rent will take effect from the first day after the date the tenant is currently paid to. A tenant's rent will not be altered unless a Rent Assessment Form, signed by the Community Housing Manager and the General Manager has been authorised.

## **DURING A TENANCY – ALL PROPERTIES**

### **Rent Collection & Rent Arrears Management**

#### **Rent Collection**

Rent for all tenants is due commencing from the date of occupancy. Rent is to be maintained two (2) weeks in advance. At commencement of the tenancy, attempts are made to co-ordinate with the incoming tenant's pay day with the start of tenancy.

In exceptional circumstances, any daily difficulties in paying rent at the start of the tenancy can be considered by the Community Housing Manager and approval may be sought from the General Manager for an agreement or repayment plan.

The tenant may nominate to pay rent either by electronic transfer, direct deposit or Centrepay into the account specified on the Form 18a General Tenancy Agreement. Although not encouraged, cash payments may be made at the Jacaranda Housing Office.

### **Payment through Centrepay**

In order to arrange payment through Centrepay, it is the tenant's responsibility to arrange. The Community Housing Manager will provide the tenant with a Centrepay Deduction Form (Centrelink), with the organisational information added if the tenant chooses to arrange.

The Community Housing Manager sends the completed form directly to Centrepay or the tenant may take the form directly to the nearest Centrelink office for processing. The Community Housing Manager will keep a signed copy for tenant file.

The tenant may consider providing consent to Jacaranda Housing to arrange the Centrepay deduction by completing and signing to the *Centrelink Deduction and Confirmation Service*. Tenants are encouraged to sign up for the Deduction and Confirmation Service for efficiency and easy notification of the rent subsidy and rent payments.

### **Rent Receipts and Rent Statements**

Rent receipts are not normally provided for Centrepay and Direct Debit payments, but the Community Housing Manager will provide the tenant a rental ledger upon request. Rental Ledgers are provided to all tenants upon request.

### **Rent Arrears Management**

Arrears of rent will be dealt with in accordance with the Residential Tenancies and Rooming Accommodation Act 2008.

Jacaranda Housing requests tenants acknowledge the rent arrears policy at the commencement of the new tenancy and during the tenancy as required. The Community Housing Manager explains steps the tenant should take if they are finding it difficult to maintain their rent as per the Form 18a General Tenancy Agreement.

If the Community Housing Manager is made aware of circumstances which may lead to rental arrears with a tenancy, they will consult with the General Manager to consider the following options of:

- a plan for remedy of arrears
- hardship
- issue a notice to remedy breach as per the Form 18a General Tenancy Agreement with a cover letter to tenants in respectful, courteous language with the formal notices detailing why the notice has been sent and what the tenant must do to remedy the issue/problem.

If the tenant does not engage, does not enter a repayment agreement, and does not remedy the rental arrears, the Community Housing Manager will contact the tenant via telephone the day prior to the expiry of the Notice to Remedy Breach to advise of the expiry of the Notice to Remedy Breach and that the tenant's tenancy is at risk.

If the rental arrears are not paid in full, or the tenant has not entered into a repayment plan by the expiry of the Notice to Remedy Breach, a Notice to Leave (NTL) will be issued.

Upon expiry of the NTL, a further offer of a repayment plan will be made to the tenant/s. If the offer is not accepted, an application will be lodged with Queensland Civil Administrative Tribunal (QCAT) to terminate the Form 18a General Tenancy Agreement.

## **Transfers, Absences and Succession during a Tenancy – DHPW funded properties**

### **Transfer & Referral Procedure**

Jacaranda Housing recognises that from time to time tenants may need to transfer from one social housing dwelling to another to better meet their own social needs. It will respond by complying with the One Social Housing System policies and procedures available on the Department of Housing and Public Works website.

### **Absence from Property**

Jacaranda Housing recognises that at times tenants may need to be absent from their property for extended periods. Where a valid reason exists for an extended absence, Jacaranda Housing will permit the tenancy to continue provided the tenant continues to adhere to their tenancy requirements.

Reasons for absence can include:

- Illness requiring hospitalisation or other treatment at a location remote from the housing.
- Family obligations such as the need to care for a sick or ageing relative.
- Fulfilment of cultural or religious obligations.
- Absence to engage in training or take up short-term employment opportunities.
- Other reasons may be considered at Jacaranda Housing's discretion.

Jacaranda Housing will:

- Request that tenants notify them if going away for 28 days or more
- Require tenants to apply for approval for absences more than eight weeks up to a maximum of five months, at a time, or in total in a 12-month period
- Will attempt to obtain alternative contact details for tenants when they are away from their homes for any length of time
- Require tenants to advise of new household members who join the household in the tenant's absence so that, for example, rent can be adjusted
- Jacaranda Housing has the discretion for assessing, monitoring and responding to tenant absences, taking into account what is fair and reasonable based on individual circumstances in line with the following assessment criteria:
  - for improved health and wellbeing (such as for treatment, hospitalisation or rehabilitation), or to meet care responsibilities
  - to allow tenants to improve their circumstances through work/training/study
  - in recognition and support of cultural needs
  - for travel related to a significant life event, circumstance or emergencies
  - for escaping domestic or family violence or if there are child safety issues
  - to contribute to outcomes that reduce reoffending and homelessness for tenants who are incarcerated with a release date in the near future

When a tenant is absent from their property for unreasonable periods (more than five months at a time or in total in any 12-month period), Jacaranda Housing will re-assess the tenant's need for ongoing

subsidised social housing assistance. If a tenant is leaving longer than this, they may be asked to give up the property and re-apply.

## **Succession Tenancy**

Succession refers to the situation where the original tenant of a property departs, and other members of their household remain and take over the tenancy. In circumstances where the main tenant departs the home, other household members may be left in situ. This includes where the tenant dies or moves to care, or where the named tenant leaves the home, but their partner and/or children remain.

## **Household & Visitors – all properties**

Jacaranda Housing ensures a consistent and equitable approach to decisions in relation to household members and visitors. Only the tenants listed on the Form 18a General Tenancy Agreement are approved to be living in the household. Any change to this arrangement being temporary or permanent needs to be communicated through to Jacaranda Housing within the required timeframe.

### **Visitors**

Visitors can stay for two (2) weeks, however tenants are requested to advise the office of the visitor's names, the date their visit is to begin and how long they intend to stay. This information is required in case of emergencies. Approval is required for visitors staying more than 4 weeks.

Any persons, who stay over two (2) weeks, are considered residents of the home, unless there are special circumstances for why they are staying longer.

## **COMPLAINTS & APPEALS POLICY**

Any person or organisation using Jacaranda Housing services or affected by its operation has the right to complain. Service users, tenants and members are entitled to be heard and have their concerns addressed in ways that ensure access and equity, fairness, accountability and transparency.

Jacaranda Housing recognise that the issue of the complaint is important to the complainant and must be taken seriously. Complaints will be dealt with in a timely manner and parties to the complaint will be kept informed of the progress of the complaint.

A **Complaint** is defined as an expression of dissatisfaction or concern, either written or spoken, made about Jacaranda Housing's action or lack of action or about the standard of service provided, which requires a response.

A **Neighbour Dispute** is a case whereby someone makes a verbal or written report about a resident of Jacaranda Housing. This may include dissatisfaction about a member of a Tenant's household or visitors to a Tenant's home. These matters will be handled under Jacaranda Housing's Neighbour Disputes & Anti-Social Behaviour Policy.

An **Appeal** is defined as a *formal request for a decision made by the organisation to be reviewed*. Jacaranda Housing will ensure that all tenants are provided with easy to access information about complaints and feedback mechanisms available to them.

- Clients have a right to complain

- Staff have the right to know of complaints made against them and offer a response;
- Clients are not denied continued service having made a complaint;
- All complaints are appropriately investigated in a timely manner;
- All parties are appropriately investigated in a timely manner;
- All parties can be represented or supported by an advocate at any time if preferred;
- All relevant submissions and evidence are considered in making determinations;
- Decisions are fair, just and free from bias; and
- Complainants and respondents can appeal if dissatisfied with the grievance outcome.

## **Grounds for Complaints**

**Clients can make a complaint about any experience with Jacaranda Housing they consider being problematic, including but not limited to:**

- Breach of confidentiality or privacy
- Inadequate standard of service provision and or professionalism
- Denial of personal rights
- Discrimination or harassment
- Conflict arising from lack of communication or misunderstanding
- Organisational policy issue
- Problem with advice or action recommended

## **Resolving Complaints**

**The person taking the complaint can attempt to immediately resolve the complaint informally and verbally. In such an instance, the process is completed once the client is satisfied with the resolution, the outcome is documented and attached to the Complaint Form and the General Manager is informed.**

If a Tenant or stakeholder has a formal complaint, the following steps will be taken:

- the complainant will be encouraged wherever possible to resolve a situation directly with the Community Housing Manager or General Manager.
  - If this is unsuccessful then a complaint or feedback form can be provided in writing and assistance will be offered to the client to complete if required.
  - If a complaint involves the Community Housing Manager, or cannot be resolved satisfactorily at this level, then the complainant can refer their complaint directly to the General Manager.
  - Jacaranda Housing makes use of community mediation centres in dispute resolution if it is assessed that mediation will assist the situation to be successfully resolved.
  - Complainants will be encouraged to seek support from an external agency to make a complaint or offer feedback if they require assistance.
  - All staff and board members will be trained to freely offer information about complaints and feedback procedures.
  - Where complainants including tenants have limited or no English, then appropriate opportunities will be put in place including translated information and use of interpreters.
- 
- Jacaranda Housing will keep the complainant informed by
  - Acknowledging the complaint within 2 days of receiving the complaint;
  - Outlining next steps;
  - Advising of the outcome of the complaint;
  - Providing a written response to the Complainant within 20 working days outlining the findings and their right to request a review of the decision of their complaint (an appeal)

Jacaranda Housing will ensure that any application received for review of a decision is not dealt with by the original decision maker. With regard to any application for resolution of a dispute or complaint Jacaranda Housing will ensure that the person dealing with the matter has no personal interest in the matter and will exclude the person who is the subject of the dispute or about whom a complaint is made from dealing with the matter.

## **Appeals**

Appeals will be handled as above and responded to within 20 working days.

## **NEIGHBOUR DISPUTES & ANTI-SOCIAL BEHAVIOUR POLICY**

Jacaranda Housing acknowledges that dealing with neighbourhood disputes, between Jacaranda Housing tenants and/or Jacaranda Housing tenants and other neighbours can be difficult and challenging.

### **Behaviour Expectations**

All Jacaranda Housing tenants are required to meet their tenancy obligations including not interfering with the peace, comfort or privacy of other tenants and neighbours.

Jacaranda Housing will assist tenants to meet these obligations by:

- giving tenants clear explanations of their rights and responsibilities while living in social housing, and providing them with support to understand how to meet these
- using a supportive tenancy management approach, including early intervention to prevent behavioural problems escalating
- assisting tenants to access appropriate support services to help them meet their tenancy obligations
- being clear about the consequences of unacceptable, disruptive, dangerous and/or illegal (criminal) behaviours; including formal warnings, issuing of Breach Notices and the processes for ending a tenancy.

Tenants are advised upon commencement of their tenancy and throughout as required including by issuing the Department of Housing and Public Works *Fair Expectations of Behaviour Brochure* that they must respect the rights of others including the right of all to the quiet enjoyment of their property.

Members of the community can make Jacaranda Housing aware of a problem in writing and can request assistance to do this. If Jacaranda Housing is made aware of a problem/neighbourhood dispute, the following process/steps will be taken:

- issuing advice including the *Fair Expectations of Behaviour Brochure*
- undertaking an investigation
- notification and involvement of other agencies for example the Police, local council or the RTA for mediation
- use of Notices to Remedy Breach (using discretion to not issue a breach notice where the investigation reveals a mitigating circumstance such as need for support, including but not limited to a mental health condition or intellectual disability which has contributed to the disruptive behaviour and where support is being accessed/accepted)
- exploring alternative tenancy management solutions as appropriate including, in limited cases, a transfer to another social housing property
- taking immediate action to end a tenancy in cases where a tenant has intentionally or recklessly

caused serious damage to the premises, or where behaviour is dangerous

- ensuring information about support services and alternative housing services (including crisis support and private housing assistance products and services) are provided to tenants exiting social housing due to behaviour-related tenancy breaches

Jacaranda Housing will ensure complaints are substantiated through a fair and thorough investigation process which includes:

- providing the tenant/s a right of reply (principle of natural justice)
- gathering evidence from multiple sources
- evaluating all available information
- providing advice about the outcome of any investigation to the tenant/s involved
- referring the tenant/s to appropriate supports
- monitoring and following up as appropriate.

Steps should be taken in a timely manner and within 14 days of the matter being brought to the attention of Jacaranda Housing and the complainant is to be kept informed of the process/outcomes whilst ensuring confidentiality.

The relevant tenant/s record will be updated, and the decision documented. Confidentiality provisions apply at all times and all parties have the ability to complain or appeal a decision. Jacaranda Housing will ensure all decisions related to managing tenant behaviour are well documented and outcomes, including avenues for appeal, are explained to the tenant.

## **ENDING A TENANCY – ALL PROPERTIES.**

Jacaranda Housing ensures that the process of ending tenancies (forced or voluntary) is managed in a way that:

- Meets all legal requirements including that of the Residential Tenancies & Rooming Accommodation Act 2008 (RTRAA);
- Respects the rights of tenants, including the right to be treated with respect and fairly;
- Ensures tenancies will only be terminated if there is just cause.

Tenants are provided with information about the process to help minimise the impact of the termination on them and on the organisation and to ensure that they are informed of their rights and responsibilities.

Tenants are encouraged to seek legal advice and advocacy from relevant agencies to assist them with the ending of tenancy process.

### **Notice to Leave**

Providing it is within the accordance of the Act, a Notice to Leave Form 12 can be given to the tenant, with or without grounds (reasons) depending on the circumstances. The Jacaranda Housing's General Manager has the delegation to sign and authorise the Notice. See *Jacaranda Housing Delegations Register* in the *Financial Management Policy and procedures Manual*.

Tenants can dispute the grounds, after an appeal to Jacaranda Housing, by lodging a Dispute Resolution Request (form 16) with the RTA

## **Voluntary Termination of a Tenancy Agreement**

Tenants can agree to mutually terminate their tenancy by completing *RTA Form 13 – Notice of Intention to Leave* with a minimum 14 days' notice provided to Jacaranda Housing.

## **Forced Termination Due to Tenant Becoming Ineligible**

Jacaranda Housing must assist ineligible households to exit social housing into the private rental market or other suitable longer-term accommodation. Households that may meet the eligibility criteria for social housing but have the capacity to access and sustain private housing should be encouraged into the private market, ensuring social housing is available for those most in need. Jacaranda Housing may take into consideration any mitigating circumstances and exercise discretion accordingly in relation to all ongoing eligibility criteria.

## **Exit Condition Report**

Upon a tenant vacating the property, the tenant is to complete an exit condition report and return this with all keys to the Jacaranda Housing office by the mutually agreed vacate date. Jacaranda Housing has 3 business days to complete its section of the exit condition report. If it is identified that additional cleaning and/or maintenance is required, Jacaranda Housing will make all efforts to contact the tenant and offer them a reasonable time to attend the property to remedy the issues.

In the event that the tenant is not contactable or unwilling or unable to attend the property to remedy the issues, Jacaranda Housing will arrange for the maintenance/cleaning to be completed. Jacaranda Housing will monitor the progress of the maintenance/cleaning and process the tenant's bond refund/claim once all cleaning and maintenance has been completed.

## **TENANT AND COMMUNITY ENGAGEMENT**

Jacaranda Housing openly encourages tenant participation and encourages self-confidence, open discussion and respect for all. Jacaranda Housing fosters a sense of community and involvement among its tenants, often with tenants being available to assist each other, being proud of the accommodation in which they live.

Tenants will be encouraged and assisted to take an active part in the activities coordinated by the Jacaranda Tenant Advisory Group (JTAG) and other informal means of participation e.g. satisfaction surveys and contributions to the Jacaranda Housing Newsletter.

Jacaranda Housing has established networking abilities with key government departments and community agencies by attending meetings and forums of interest and communication via phone, email and face to face.

Jacaranda Housing is committed to ensuring maximum access to service for everyone within our agreed tenant group and to making appropriate and successful referrals for all prospective tenants who are ineligible for our service or who require of other agencies.

## Tenant information and engagement

Jacaranda Housing will:

- inform tenants about the opportunities for participation and choices available, and support them to take advantage of these opportunities;
- provide information in a range of formats that enable tenants to make informed decisions and to understand decisions made by us;
- provide appropriate opportunities for tenants to be involved in planning and delivering housing services;
- encourage broader participation in service development, evaluation, planning and in organisational management, including environmental sustainability initiatives;
- provide appropriate opportunities and mechanisms that encourage tenants to provide feedback on services and activities;
- consult on proposals for change.

## Tenant Feedback

Jacaranda Housing welcomes any feedback and strongly believes that honest and open communication regarding any services we provide is essential for a strong culture of continuous improvement and targeting services to our community needs.

Jacaranda Housing requests feedback from tenants and stakeholders through the following ways: -

- issue a *Tenant Feedback Form* when a service has been delivered
- on completion of maintenance and repairs throughout a tenancy
- Bi-annual tenant/client satisfaction survey and
- upon exiting the service

The results of the surveys and feedback forms are collated and analysed into a report that is presented to the board annually with recommendations for improvements to service delivery, policies and procedures, including an implementation plan.

## JACARANDA TENANT ADVISORY GROUP (JTAG)

### Purpose of JTAG

Jacaranda Housing aims to provide the best possible services to our tenants. We understand that to achieve this we need to consider the views and experiences of the people we provide our services to.

We encourage our tenants to be involved in our organization through the Jacaranda Housing Tenant Advisory Group (JTAG). The Jacaranda Housing Board considers this group as a key consultation and communication forum for tenants to assist and provide advice to them in the spirit of collaboration and partnership. The JTAG are a committee of the Jacaranda Housing Board of Directors.

The Jacaranda Housing Board respects the origins of the organization and seeks to preserve the legacy of tenant participation through this group.

### Role of the JTAG

The Jacaranda Tenant Advisory Group (JTAG) is a tenant representative group which aims to discuss issues and exchange ideas between Jacaranda Housing and tenants, and to be proactive in arranging activities that promote a sense of inclusion in the Jacaranda Housing tenant group, and with the broader

community. The JTAG will provide feedback and advice that represents the views of the tenants in relation to tenancy matters and planning around housing needs to the Jacaranda Housing Board.

Tenants should express their interest in joining JTAG throughout the year via the Jacaranda Housing office. Nominations are called, and members are elected at the Annual General Meeting held within 5 months of the end of the financial year.

## TENANT SUPPORT and REFERRAL SERVICES

### QLD Statewide Tenant Advice and Referral Service (QSTARS or Tenant's QLD)

QSTARS is a free advice service for all Queensland renters.

You will receive expert advice and assistance and may be referred to a regional QSTARS office for further support. Call QSTARS on **1300 744 263** if you need advice on a tenancy matter or visit [www.qstars.org.au](http://www.qstars.org.au)



### Residential Tenancies Authority

Most tenancies run smoothly, but when issues arise it's good to know how to deal with them.

When tenancy disputes occur, the RTA encourages tenants/residents and property managers/owners to try to resolve disagreements by talking to each other. Often disputes arise when someone does not meet the terms of the tenancy agreement, so it is a good idea for everyone to understand their rights and responsibilities.

The RTA's free dispute resolution service provides conciliation to help people resolve tenancy disputes if they are unable to do this themselves. <https://www.rta.qld.gov.au/Disputes/Dispute-resolution> or call on **1300 366 311**



## AFTER HOURS EMERGENCY & CONTACTS LIST

Emergency Contacts List		
Service	Name	Contact Number
After Hours Electrician	<i>Helix Electrical</i>	0409 266 297
After Hours Plumber	<i>Alliance Plumbing</i>	0414 435 730
After Hours General	<i>Jacaranda Housing</i>	0439 942 438 or 0408 798 951
Smoke Alarm Services	<i>Smoke Alarm Solutions</i>	1300 853 612
Community Housing Provider	<i>Jacaranda Housing (business hours)</i>	07 3392 8848
Emergency Services	<i>Police/Ambulance/Fire Brigade</i>	000
QLD Government Health Advice	<i>13 HEALTH</i>	13 432584
General Police Matters	<i>Police Link</i>	131 444
Council – Brisbane Region	<i>Brisbane City Council</i>	07 3403 8888
Council – Redlands Region	<i>Redland City Council</i>	07 3829 8999
Water Services – Brisbane Region	<i>Queensland Urban Utilities</i>	
Water Services – Redlands	<i>Redland City Council</i>	07 3829 8999
Tenant Support Services		
Service	Name	Contact Number
Tenancy Support	<i>Residential Tenancies Authority</i>	1300 366 311
Tenancy Support	<i>QSTARS (Tenants Queensland)</i>	1300 744 263
Tenancy Support	<i>Rent Connect</i>	13 74 68
Bond Loan Support	<i>DHPW – Bond Loan Team</i>	1300 650 282
Department of Housing & Public Works	<i>DHPW – General</i>	07 3034 9800
Department of Housing & Public Works	<i>Fortitude Valley Housing Service Centre</i>	07 3034 6500
Domestic Violence Support	<i>Brisbane Domestic Violence Service</i>	07 3271 2544
Domestic Violence Support	<i>DV Connect – Women’s Line</i>	1800 811 811
Domestic Violence Support	<i>DV Connect – Men’s Line</i>	1800 600 636
Domestic Violence Support	<i>DV Connect – Sexual Assault Line</i>	1800 010 210
Domestic Violence Support	<i>Aboriginal Family Domestic Violence</i>	1800 019 123
Mental Health Support	<i>Beyond Blue</i>	1300 224 636
Personal/Crisis Support	<i>Lifeline</i>	13 11 14
Support Services - General	<i>St Vincent De Paul</i>	<a href="tel:0730101000">(07) 3010 1000</a>
Support Services - General	<i>Anglicare Southern Queensland</i>	<a href="tel:1300610610">1300 610 610</a>
Support Services - General	<i>Salvation Army</i>	13 72 58

## ABSENCE FROM PROPERTY FORM

If you are planning to be absent from your property for more than one month (28 days) for any reason, including holidays, health matters etc., please complete and return this form to Jacaranda Housing before you leave, via email, post or in person.

<b>Tenant Name:</b>	
<b>Property Address:</b>	
<b>Dates of Absence:</b> ___/___/___ to ___/___/___	
<b>Can you be contacted whilst absent?</b> <i>(please circle one)</i>	<b>YES                  NO</b>
<b>Best Method of Contact:</b> <i>(please circle one)</i>	<b>Phone/Mobile/Email</b>
<i>Please provide the best contact phone number or email address for you whilst away:</i>	
<b>Phone/Mobile:</b>	<b>Email:</b>
<b>Emergency/Alternative Contact Name:</b>	
<b>Emergency/Alternative Contact Phone/Mobile:</b>	
<b>Emergency/Alternative Contact Relationship:</b>	
<b>Emergency/Alternative Contact Name:</b>	
<b>Emergency/Alternative Contact Phone/Mobile:</b>	
<b>Emergency/Alternative Contact Relationship:</b>	

I, \_\_\_\_\_, give authorization for the above emergency/alternative contact to liaise with Jacaranda Housing regarding tenancy matters that are of immediate nature in my absence for the above period.

The emergency/alternative contact will be responsible for mowing the lawns, collecting the mail and any other aspects to ensure the property is safe and secure.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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