

Repairs and Maintenance

1 Purpose and Applicability

This policy explains what WHC's will do to repair and maintain properties that are leased to tenants. It covers:

- responsive maintenance
- planned maintenance

The policy sets out the requirements of tenants and the obligations of WHC. WHC will apply procedural fairness in relation to its implementation of this policy and will meet all relevant legislative requirements. For clients facing significant hardship as a result of any of WHC's policies, staff will seek to respond reasonably and with compassion.

This policy applies to all transitional, social and affordable housing programs managed by WHC, but not to crisis accommodation. The applicable programs are:

- Social Housing Subsidy Program
- General Social Housing
- General Affordable Housing
- Transitional Housing
- Connect 100 program

This document satisfies the requirements of:

- The NSW Residential Tenancies Act 2010
- National Regulatory Code for Community Housing
- NSW Community Housing Asset Ownership Policy
- Land and Housing Corporation Asset Performance Standards
- Land and Housing Corporation Component Requirements 2012

2 References

2.1 External or Statutory Requirements

This policy complies with the following external legislation or requirements:

- The NSW Residential Tenancies Act 2010
- NSW Affordable Housing Guidelines

2.2 Internal Requirements, Procedures and Forms

This policy makes reference to the following internal documents which are on the WHC website:

- Keeping a Tenancy
- The Rental Property
- Complaints and Appeals

2.3 Definitions

The following terms are used in this document, with specific meaning:

- a) “must” or “shall” or “will” designates a mandatory requirement or action.
- b) “may” is an acceptable action or requirement but not mandatory.
- c) “social housing” is subsidised rental accommodation for people on very low or low incomes who meet the eligibility requirements.
- d) “affordable housing” is subsidised rental accommodation for very low, low or moderate income tenants and in NSW is managed in accordance with the NSW Affordable Housing Guidelines.
- e) “transitional housing” is short-term accommodation linked to support for people who are homeless or at risk of homelessness.
- f) “tenancy agreement” or “rental lease” or “lease” is the written agreement between WHC and the tenant with all terms and conditions of the tenancy.
- g) “head leased property” refers to a property where WHC has rented it from the owner, usually from the private market, and then leases the property to the tenant.

3 Requirements

3.1 General

WHC has a commitment to provide housing that is safe, easy to maintain for a tenant, and that allows a tenant to live in the property sustainably.

All requests for repairs will be assessed by WHC. In general requests by tenants for repairs are logged over the phone and, depending on the urgency of the repair; the following actions will be taken:

- the problem urgent and is fixed immediately
- the problem is identified and parts/items ordered as required for the repair
- the problem is identified as needing to be resolved through the replacement of an item usually through the planned maintenance program

In some cases, WHC, or a contractor engaged by WHC, may make a site visit to assess the repair and its urgency.

3.2 Headleased Properties

WHC is not responsible for repairs and maintenance for properties that are headleased from the private real estate market. All maintenance and repairs for headleased properties are the responsibility of the real estate agent.

A tenant of a headleased property can contact WHC with a repair request. WHC will then inform the real estate agent of the repair. If the repair is not resolved in a timely manner by the agent, the tenant should then advise WHC, who will follow up the request with the real estate agent.

3.3 Access to Property

WHC engages contractors to carry out all of its repairs and maintenance. Contractors will contact tenants directly to arrange a suitable time to access the property.

Tenants will be informed of when a scheduled property inspection is to be carried out, and will be given at least 7 days' notice. WHC will post all letters informing tenants of an inspection, no earlier than 11 days before the inspection, allow for a 4 day postage period. Tenants must be present for inspections, as WHC does not hold keys to tenant properties. WHC and its contractors will try to be as flexible as possible in arranging for access.

Where a contractor is denied access to a property at an agreed time, a return visit may incur an additional cost to WHC and this cost may be passed on to the tenant depending on the circumstances.

3.4 Responsive Repairs

Where a tenant requires responsive maintenance, they should contact WHC to lodge the repair request. WHC will engage a contractor to attend to the problem and seek permission from the tenant to pass on their contact details to the contractor, who will make direct contact with the tenant to arrange a suitable time to attend.

During office hours the contact number is 8202 9313 and for repairs required after hours the contact number is 1300 556 057.

Repairs are categorised as:

- Emergency – 24 hours
- Urgent – 5 days
- Routine – 28 days

For emergency repairs, WHC will send a contractor to the property and will have the problem isolated for safety, and/or fixed either temporarily or permanently, within 24 hours.

Where a problem is catastrophic and unable to be fixed in 24 hours, the tenant will be housed in temporary emergency accommodation until their home is liveable in again.

Examples of emergency 24hr repairs are:

- Blocked toilets or water pipe rupture
- No power to the unit, but power is available to the neighbours
- Major storm damage
- Broken windows
- Hot water not working

Urgent repairs are related to a breakdown in a service or item that does not pose an immediate threat to the safety or security of a building or tenant. Examples of urgent 5-day repairs are:

- Leaky taps
- Water leaks from shower cubicles, sinks
- Broken internal door handles or locks
- Oven or cooker not working
- Faulty light switches and power points

All other repairs are classified as routine, and will be attended to within a reasonable timeframe, usually 28 days.

Tenants may be charged for repairs, where damage is assessed as having been as a result of tenant fault. Tenants will be advised in writing that the repair will be charged to their account, and will be given an opportunity to appeal this decision.

Tenants are responsible for changing light globes in their property. However, WHC will change the globes where the ceilings are above standard height, are in an inaccessible area, such as a stairwell, or where it is deemed dangerous for a tenant due to factors such as age or mobility issues.

WHC is responsible for all globes in common areas.

3.4.1 Tenant keys

Keys to individual properties are no longer held by WHC. This means that if a tenant loses their keys they will need to pay for a locksmith to come to the property to assist them to gain entry and to replace the keys. In an emergency WHC may pay for a locksmith and enter into a repayment plan with the tenant.

Tenants in leasehold properties may be able to get a replacement set of keys from the real estate agent.

At the end of a lease, tenants must return a set of keys to WHC in line with the requirement of their Residential Tenancy Agreement. This will mean that the next tenant to be allocated the property can have access to it.

3.5 Planned Maintenance

Planned maintenance is carried out by WHC as part of a scheduled program to replace or repair items in the property when they are at the end of their usable life, or to prevent the failure of items that could cause a risk to safety.

Planned maintenance includes upgrades to kitchens, bathrooms, floor coverings, paint and replacing hot water systems.

WHC has a rolling program of property inspections where 33% of all properties are inspected every year. These inspections provide information about the general condition of the properties and cover issues such as safety, liveability and sustainability. This program does not include leasehold properties where the owner is responsible for the condition of the property.

Tenants that have to be relocated as a result of major planned maintenance work to their unit will have all reasonable expenses for accommodation and meals met by WHC. Any relocation arrangement must have prior approval from WHC.

Tenants that have incurred additional expenses as a result of work being carried out to their properties may also be entitled to assistance from WHC. This assistance is capped at \$30 per day and will be approved by WHC on a case by case basis. The tenant must supply receipts to support their request for funds.

Disability or accessibility modifications made to a property are not considered to be planned maintenance, and will be considered as required on a case by case basis, as per *The Rental Property policy*.

3.6 Cyclical Maintenance

Cyclical maintenance is work that is carried out by WHC at a regular time, for example every year, or once every month.

Fire safety protection is paramount for all WHC properties and regular inspections are required to ensure that the smoke detectors are in working order both internally and in common areas. All properties that require an Annual Fire Safety Certificate for Council are inspected and certified.

Termite inspections are carried out periodically. Some properties require a higher level of monitoring as they may have had previous problems or are considered as having a higher risk of termites.

Regular cleaning of common area and garden maintenance is carried out for each unit complex or block, with each site having a specific scope of works. WHC's contractors are not contracted to clean internal or external windows for individual units, steam clean in individual units or pressure wash pathways & driveways.

Some buildings also have regular preventative maintenance (such as clearing drains and storm water pits) to try to minimise responsive maintenance requests.

3.7 Performance of Contractors

All WHC's maintenance is carried out by independent contractors that are appropriately qualified to do the work they are assigned. These contractors are expected to behave in a courteous manner to tenants at all times. Where a contractors' performance is not satisfactory, tenants are encouraged to contact WHC and to report a complaint about the contractor in accordance with the *Complaints and Appeals Policy*

WHC will survey tenants for around 10% of the repairs that WHC orders annually to find out about the performance of contractors. WHC cannot inspect every repair or maintenance job that is carried out so this is an important means of finding out about tenant satisfaction.

4 Complaints and Appeals

4.1 Complaints

Applicants and tenants that have received a service from WHC can lodge a complaint about that service if they do not think that WHC has followed its own policies or met its published standards. WHC staff can assist applicants and tenants to make a complaint about the service and stakeholders and community organisations can also lodge complaints.

WHC will manage all complaints in a fair and transparent way to ensure that the organisation's service delivery is responsive to concerns raised by tenants.

All complainants will receive a written response from WHC about the outcome of the investigation of their complaint within 21 working days.

4.2 Appeals

If an applicant or tenant does not agree with a decision made by WHC, or thinks that the decision is unfair, then they can lodge an appeal against that decision. The basis of an appeal may include any of the following reasons:

- Inadequate consideration was given to their individual circumstances
- The decision involved an inadequate interpretation of WHC policy
- The decision was made contrary to the WHC policy
- The procedure used to reach the decision was not fair and correct

All appeals should be made to WHC in writing. WHC will then review the decision and will inform the applicant or tenant in writing about the outcome of the review within 21 days of receiving the appeal.

If the applicant or tenant does not agree with the outcome of WHC's review they can then lodge a second tier appeal to the Housing Appeals Committee (HAC).

HAC can consider appeals about decisions made by WHC in relation to its own services or policies. HAC cannot consider appeals in relation to issues such as:

- decisions that are not directly related to the person or household
- matters that are the responsibility of other bodies or tribunals, such as repairs and maintenance which are the responsibility of the NCAT
- requests to change housing provider policies
- internal administrative and funding matters of the housing provider
- programs that are not related to the provision of a service
- decisions about home purchase assistance services

For more detailed information about how WHC manages complaints and appeals, see *Policy 7 - Complaints and Appeals*.

5 Privacy and Confidentiality Statement

The Women's Housing Company will ensure that all applicant and tenant information is kept confidential and will not release any personal information to a third party without the prior written consent or approval of the tenant or applicant, or unless where WHC is lawfully authorized and required. WHC will ensure that any personal and sensitive information is not collected, used, stored or disclosed other than for the proper purposes of its services. From time to time, de-identified demographic information may be released to third parties for statistical purposes only.