

Transitional Housing Plus – Domestic Violence Policy

December 2019

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1 Purpose and Applicability

This policy describes how the Women's Housing Company (WHC) manages the Transitional Housing Plus – Domestic Violence (THP-DV) program to ensure legal and contractual requirements are met and the program remains financially sustainable.

Some aspects of THP-DV management are identical to other housing types offered by the WHC. Where this is the case, references are made in this document to other WHC policies. The THP-DV Policy sets out the details of tenancy and property management where policy differs from other housing types managed by the WHC.

This policy applies to all THP-DV properties and tenancies managed by the WHC. The policy applies to all WHC staff and contractors, Nominating Service Providers, Transitional Plus Support Providers, Local Nomination Assessment Panel members and THP-DV applicants and tenants.

The ***Customer Service Charter and Customer Rights and Responsibilities*** guide the interactions between the WHC and all stakeholders.

2 References

2.1 External or Statutory Requirements

This policy complies with the following external legislation or requirements:

- Housing Act 2001
- Community Housing Providers (Adoption of National Law) Act 2012
- NSW Residential Tenancies Act and Regulation 2010
- NSW Civil and Administrative Tribunal Act and Regulation 2013 and Rules 2014
- Transitional Housing Plus Policy Guidance Note, May 2014
- NSW Community Housing Water Charging Guidelines
- NSW Community Housing Asset Management Policy

2.2 Internal Requirements and Forms

This policy refers to the following internal documents, which are available on the WHC website:

- *Transitional Housing Plus - DV Nomination form*
- *Centrelink Multiple Consent and Authority*

2.3 Definitions

Transitional Housing Plus – Domestic Violence (THP-DV) is time-limited subsidised rental housing offered to women with dependent children who are experiencing domestic and family violence, and as a result, experiencing homelessness or are at risk of homelessness, and who have capacity to exit to private market housing at the end of the program. This category of housing is provided in conjunction with support services delivered by a Transitional Plus Support Provider, contracted by the NSW Department of Communities and Justice (DCJ). This housing option is designed to assist eligible clients to access safe, secure and affordable housing for a limited time, from six months and up to five years, depending upon individual requirements, while working towards sustainable private market housing. This may include (but is not limited to) engaging in training, education and employment opportunities, identifying and taking action towards securing suitable long term housing as well as addressing any issues that pose a barrier or developing the skills required for sustainable private market housing.

Nominating Service Providers are ‘first to know’ agencies that provide initial responses for clients experiencing domestic or family violence. These responses include facilitating access to various housing and support options. Where clients meet eligibility criteria, the Nominating Service Providers may submit nominations to the WHC for review by the Local Nomination Assessment Panel.

Transitional Plus Support Providers are specialist organisations contracted by the NSW Department of Communities and Justice (DCJ) to work in partnership with the WHC and provide tailored support services to tenants living in THP-DV properties located in specific geographic areas. Support services include assistance with obtaining and participation in training, education and employment opportunities, and assistance with securing private market housing.

A **Joint Management Agreement (JMA)** governs the partnership between the WHC and each Transitional Plus Support Provider, setting out the roles and responsibilities of each party to the agreement, ensuring the applicants and tenants are at the centre of all decisions and actions.

The **Local Nomination Assessment Panel (LNAP)** comprises representatives from the WHC, Transitional Plus Support Providers and the NSW Department of Communities and Justice (DCJ). The LNAP reviews nominations for THP-DV vacancies and makes allocation recommendations to the WHC.

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

- “may” is an acceptable action or requirement but not mandatory
- “must” or “shall” or “will” designates a mandatory requirement or action
- “residential tenancy agreement” or “rental lease” or “lease” is the written agreement between WHC and the tenant with all terms and conditions of the tenancy

3 Eligibility Requirements

The WHC manages properties that are specifically available for the Transitional Housing Plus – Domestic Violence (THP-DV) program.

To be nominated for THP-DV, applicants must satisfy the following:

- Be a woman with dependent children experiencing domestic or family violence;
- Be experiencing homelessness or be at risk of homelessness;
- Be unable to resolve their own housing need in the short to medium term;
- Have capacity to transition to private market housing within five years, through active involvement in a personal case plan; and
- Be able to be housed safely with the Transitional Housing Plus – DV Housing property.

4 Vacancy Management and Allocations

THP-DV vacancies are communicated by the WHC to Nominating Service Providers and the Local Nomination Assessment Panel (LNAP) members as soon as practicable, with the aim to minimise vacancy periods and ensure properties are appropriately utilised for eligible people in housing need.

Nominating Service Providers conduct an initial assessment to determine if their client meets the eligibility criteria for THP-DV. Nominations are submitted to the WHC, to be considered by the LNAP. Nominations are made using the **Transitional Housing Plus – DV Nomination** form. Nominated applicants must provide informed consent for the Nominating Service Provider to exchange their personal information, relevant to assessing the nomination and the provision of THP-DV, with the WHC and the LNAP members.

Nominated applicants must affirm in the nomination that they understand and agree to the requirements and conditions associated with the THP-DV program, including the length of the program and the subsidised rent model, which increases annually towards market rent by the end of the program.

Regular meetings of the LNAP are convened to consider nominations for upcoming vacancies. The LNAP considers each nomination against the eligibility criteria and records the outcome to ensure transparency.

Where more than one nomination is deemed eligible for an available vacancy, the LNAP members weigh various factors for each nomination, including safety, capacity for success in the program and other available housing options. The LNAP makes allocation recommendations to the WHC. The WHC considers LNAP recommendations and makes the final allocation decisions.

Outcomes of nomination assessments are communicated to the Nominating Service Providers within one (1) business day of the allocation decision. The WHC makes an offer to the approved nominated applicant to view the available property within two (2) business days of the allocation decision. A lease is signed within three (3) business days of the property viewing.

5 Tenure, Lease and Support Agreements

5.1 Residential Tenancy Agreement

The standard NSW Residential Tenancy Agreement governs the arrangement between the tenant and the WHC. As the WHC is a registered community housing provider, the provisions of the *NSW Residential Tenancies Act 2010* that cover social housing tenancies apply to Transitional Housing Plus – DV leases.

Fixed term leases of six (6) months are offered, to enable regular reviews of tenant engagement with the Transitional Plus Support Provider and progress towards their planned exit into private market housing.

The tenant must affirm that they understand and agree to the conditions associated with signing a Residential Tenancy Agreement, the length of the lease, the process for renewing the lease, and the subsidised rent model, which increases annually towards market rent by the end of the program.

A fully executed copy of the Residential Tenancy Agreement is provided to the tenant at the time of signing and a copy is retained by the WHC.

5.2 Support Agreement

The tenant and the Transitional Plus Support Provider must enter into a support agreement during the initial six month lease period.

The support agreement sets out the Transitional Plus Support Provider's responsibilities in relation to engaging with the tenant, providing appropriate tailored support and monitoring the tenant's progress towards the aims of the program.

The support agreement sets out the tenant's responsibilities in relation to engaging with the Transitional Plus Support Provider, participating in education, training and employment opportunities, and securing sustainable private market housing by the end of the program.

5.3 Ongoing Eligibility

Ongoing eligibility is determined by the WHC in consultation with the Transitional Plus Support Provider and is dependent upon the tenant's continuing need for housing and support and the tenant meeting the agreed commitments in their support plan.

Tenants who have met their tenancy obligations and who maintain eligibility for the THP-DV program, may have their lease renewed for a further six (6) month fixed term, as long as the period of continuous tenure does not exceed five (5) years – the maximum allowable for THP-DV.

5.4 Pets

Not all Transitional Housing Plus – DV properties are suitable for pets. Additionally, having certain types of pets may pose a barrier to securing private market housing at the end of the program.

As a result, the WHC will consider applications to keep a pet in a THP-DV property on a case by case basis.

5.5 Transfers

Transitional Housing Plus – DV tenants are not able to apply for a transfer to another THP-DV property.

In some safety-related circumstances, the WHC, in consultation with the Transitional Plus Support Provider, may agree to move a tenant to an alternative property, if available. In this situation, a new fixed term lease will be signed, based on the lease at the previous property.

5.6 Termination

Tenants may end their lease during or at the end of a fixed term by giving appropriate written notice in accordance with the *Residential Tenancies Act 2010*.

The WHC may terminate a lease, in consultation with the Transitional Plus Support Provider, if there is a breach of the lease terms, at the end of a fixed term period, if the tenant is no longer eligible for THP-DV, or for any other reason allowable under the *Residential Tenancies Act 2010*. Refer to the **Ending A Tenancy Policy**.

The WHC may seek to terminate a tenancy in the NSW Civil and Administrative Tribunal (NCAT), where the rent account has fallen into arrears by more than 14 days, where agreed arrears repayment plans are not adhered to, or where the tenant has seriously or repeatedly breached any terms of the Residential Tenancy Agreement.

In cases where the tenant is no longer eligible for the THP-DV program, they will be asked to vacate the property with appropriate notice. The Transitional Plus Support Provider may assist tenants to identify alternative housing.

The WHC may facilitate exit options from transitional tenancies through the usual application processes (i.e. Housing Pathways or direct application for Affordable Housing).

Where tenants have additional household members and the main tenant is vacating the property, other household members have no right of succession for the tenancy and must also vacate the property.

6 Rent and Other Charges

6.1 Rental Bond

Transitional Housing Plus – DV tenants must pay a rental bond equivalent to four (4) weeks of Year 1 subsidised rent. For more detail on the management of Rental Bond, refer to the **Non-Rent Charges Policy**.

6.2 Market Rent

The maximum rent that can be charged for THP-DV is the Market Rent of the property. For more information on Market Rent, refer to the **Rent Policy**.

6.3 Subsidised Rent

Subsidised Rent is scaled to increase over the tenure period, on an annual basis.

The scaled rent levels will be set out at the beginning of the first tenancy period as five consecutive annual rent levels that must be paid if the fixed term tenancy continues to be renewed.

Subsidised rent is initially set by property type and number of bedrooms. The rent is then scaled up over a five-year period so that it reaches a benchmark market rent for the property at the start of Year 5.

6.3.1 Year 1 Rent

The following table shows Year 1 property rents per week for 2018 to 2020 for all bedroom categories. Year 1 rents are indexed on an annual basis by 2%.

Property	2018	2019	2020
1 bedroom dwelling	\$162.40	\$165.65	\$168.96
2 bedroom dwelling	\$216.50	\$220.83	\$225.25
3 bedroom dwelling	\$249.00	\$253.98	\$259.06

6.3.2 Years 2-4 Rent Scaling

The level of rent increase per annum is then determined based on the following calculation:

Rent increase increment	Calculation
Year 2	(Year 5 rent – Year 1 rent) X 20%
Year 3	(Year 5 rent – Year 1 rent) X 20%
Year 4	(Year 5 rent – Year 1 rent) X 30%

On an annual basis, or in response to any significant changes in the market, the subsidised rent will be checked against the current market rent for the property. The subsidised rent will not exceed the current market rent for the property.

Notification of each annual rent increase is issued to tenants with 60 days written notice, in accordance with the Residential Tenancies Act 2010.

6.3.3 Year 5 Rent (Benchmark Market Rent)

The level of rent paid in Year 5 is set at the market rent for the dwelling at the time the first tenancy commences in Year 1. This is known as the Benchmark Market Rent and is set using the median rent for a similar property in the same Local Government Area (LGA) in the Rent and Sales Report, which is published quarterly by the NSW Department of Communities and Justice (DCJ).

6.3.4 Rent Discount in Special Circumstances

At the sole discretion of WHC management, the rent may be discounted for a short period of time to consider the changed or specific circumstances of a tenant.

6.4 Water Usage Charge

In most properties managed by the WHC, tenants are required to pay for water usage. Refer to the ***Non-Rent Charges Policy***.

6.5 Tenant Damage and Vacating Charge

Throughout the tenancy and when a tenant vacates the premises, WHC conducts property inspections. Refer to the ***During A Tenancy Policy***.

Tenants are required to report property damage, regardless of the cause, to the WHC as soon as practicable. The WHC will engage suitably qualified contractors to respond, assess and rectify property damage. Refer to the ***Repairs and Maintenance Policy***.

Where property damage beyond fair wear and tear is deemed to be caused through the actions or neglect of the tenant, household members or visitors, the cost of repairs and maintenance to bring the property back to a suitable standard will be charged to the tenant. Refer to the ***Non-Rent Charges Policy***.

6.6 Payment Options and Account Statements

A tenant's rent account must be maintained at two (2) weeks in advance. Non-rent charges must be paid as and when they fall due.

For payment options and details regarding accounts statements, refer to the ***Rent Policy*** and ***Non-Rent Charges Policy***.

Where payments are not made in full and on time, arrears will accrue. Refer to the ***Arrears Management Policy***.

7 Change in Circumstances

Transitional Housing Plus – DV tenants are responsible for notifying the WHC of any changes in circumstances that could affect their eligibility for the THP-DV program. Notification and evidence must be provided to the WHC within 21 days of the change in circumstances.

Changes can include (but are not limited to) changes of people in the household, extended absence from the property or becoming ineligible for THP-DV.

Failure to advise the WHC of a change in circumstances affecting eligibility for THP-DV is considered a breach of the Residential Tenancy Agreement. The WHC reserves the right to take formal action, which may include application to the NSW Civil and Administrative Tribunal (NCAT) to terminate the tenancy.

7.1 Change of Household Members

Refer to the ***During A Tenancy Policy***.

7.2 Extended Absence from the Property

In accordance with the ***During A Tenancy Policy***, tenants must notify the WHC if they will be away from their property for more than four (4) weeks, regardless of the reason. Absences may be approved for periods of up to twelve (12) weeks for Transitional Housing Plus – DV tenants.

Tenants must continue to pay rent and applicable non-rent charges while away from home, unless approved for nominal rent. Refer to the ***Rent Policy***.

If a tenant fails to notify the WHC of an absence from the property of more than four (4) weeks, their rental subsidy may be cancelled, and market rent may be charged. The WHC may also take formal action, including applying to the NSW Civil and Administrative Tribunal (NCAT) to terminate the tenancy.

7.3 Becoming Ineligible

Where it is assessed by the WHC and / or the Transitional Plus Support Provider that a tenant is not meeting the commitments agreed to in their support plan, no longer has capacity to transition to private market housing by the end of the maximum tenure period, or has had a change of household members such that they no longer meet eligibility criteria, the support plan must be reviewed to identify alternative housing and support options. This will facilitate a planned exit for the tenant at the end of the current lease period.

8 Complaints and Appeals

Any person who has a complaint about how the Transitional Housing Plus – DV Policy has been administered, or tenants who wish to appeal a decision, should refer to the ***Complaints and Appeals Policy***.