



Repairs and Maintenance Policy

November 2021

Contents

1	Purpose and Applicability	3
2	References	3
2.1	External or Statutory Requirements	3
2.2	Internal Requirements and Forms	4
2.3	Definitions	4
3	Tenant Responsibilities	4
3.1	Property Care	4
3.2	Keys and Security	5
3.3	Providing Access.....	5
3.4	Reporting Repairs and Maintenance	5
3.5	After Hours Service – Emergency and Priority Repairs.....	6
4	WHC Responsibilities	6
5	Responsive Repairs	6
5.1	Emergencies – 4 hour response.....	7
5.2	Priority Repairs – 24 hour response.....	7
5.3	Routine Repairs – 5 day response.....	7
5.4	Routine Repairs – 21 day response.....	7
6	Cyclical Maintenance	8
6.1	Safety and Compliance	8
6.2	Preventative Maintenance.....	8
6.3	Lawns, Grounds, and Common Area Maintenance	8
7	Planned Maintenance	8
8	Alterations.....	9
9	Modifications	9
10	Property Damage and Vacating Charges	10
11	Quality Assurance	10
12	Properties within a Strata Scheme	10
13	Leasehold Properties	11
14	Complaints and Appeals	11
15	Privacy and Confidentiality.....	12

1 Purpose and Applicability

This policy describes how the Women's Housing Company (WHC) manages repairs and maintenance of our property portfolio.

We believe that providing safe, well maintained homes contributes to the wellbeing of our tenants.

The WHC is committed to ensuring tenants live in properties that are safe, clean, and liveable, and are maintained to a good standard, considering the age and life of the premises.

Through this policy, we will ensure that we:

- provide high quality, efficient, and consistent repairs and maintenance services to our tenants
- preserve and improve the quality of our properties to maximise their useful life
- meet our legal obligations under the NSW Residential Tenancies Act 2010
- meet our regulatory obligations under the National Regulatory System for Community Housing
- meet our contractual obligations to the NSW Government, including to keep all social housing properties at a benchmarked standard for safety, function, and amenity

This policy applies to all properties owned and managed by the WHC, with the exception of leasehold properties (leased from the private rental market) – refer to section 12.

This policy applies to all WHC staff, maintenance contractors, and tenants.

The **Customer Service Charter** and **Customer Rights and Responsibilities** guides interactions between the WHC and tenants.

The **Contractor Code of Conduct** guides interactions between maintenance contractors and tenants.

2 References

2.1 External or Statutory Requirements

This policy complies with the following external legislation or requirements:

- NSW Residential Tenancies Act 2010 and Regulations 2019
- Housing Act 2001
- Community Housing Providers (Adoption of National Law) Act 2012 (NSW)
- National Regulatory System for Community Housing (NRSCH)
- NSW Community Housing Asset Management Policy
- NSW Civil and Administrative Tribunal Act and Regulation 2013 and Rules 2014
- Building Code of Australia (BCA)
- Work Health and Safety Act 2011 (NSW) and Regulations 2011 (NSW)
- Disability Discrimination Act 1992 (Cth)
- Dividing Fences Act 1991 (NSW)
- Environmental Planning and Assessment Act 1979 (NSW)
- Environmental Protection and Biodiversity Control Act 1999 (Cth)
- Heritage Act 1977
- Strata Schemes Management Act 2015 (NSW)

2.2 Internal Requirements and Forms

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

- Repairs and Maintenance Factsheet
- Fire Safety Factsheet
- Online Repairs and Maintenance Request Form

2.3 Definitions

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 the WHC and the tenant with all terms and conditions of the tenancy
- “we”, “us”, “our” refers to the Women’s Housing Company
- “planned maintenance” refers to programmed life-cycle upgrades and replacements of major property components
- “cyclical maintenance” refers to regular inspections and works to keep properties safe and well maintained
- “responsive repairs” refers to unscheduled works in response to a request from a tenant

3 Tenant Responsibilities

Tenants have specific property-related obligations under the NSW Residential Tenancies Act 2010.

3.1 Property Care

Under the terms of the standard residential tenancy agreement, tenants agree to:

- keep the property reasonably clean and tidy, including dusting, cleaning accessible windows, removing cobwebs and garden maintenance in private outdoor spaces (balconies, courtyards, front and rear yards)
- replace light globes in the property during the tenancy and ensure all globes are working at the end of tenancy
- control and eliminate pests and vermin, where infestations are caused by tenant activities
- report any repairs or maintenance issues promptly
- obtain the landlord’s written permission before adding or removing any fixtures or doing any alterations or modifications
- not cause or permit damage to the property through deliberate or negligent acts – tenants are responsible for the acts of household members and visitors
- meet the cost of repairing any damage caused by neglect, misuse, accidental or wilful acts by a resident or visitor to the property
- at the end of tenancy, leave the property as near as possible to the condition it was in at the start of tenancy, except for fair wear and tear

Tenants may have family, friends and / or support services to assist them to meet the above obligations. Tenants can request the WHC to arrange property care assistance, which can be arranged at the tenant’s expense.

3.2 Keys and Security

Tenants must not alter, remove, or add any lock or other security device (including security cameras) to a property without the WHC's written permission.

The WHC does not hold spare keys for our properties. It is recommended that tenants consider giving a spare key to a trusted friend or neighbour. In the event of lost keys or being locked out, tenants are responsible for arranging a locksmith to gain access or have new keys cut. The WHC can make these arrangements on behalf of tenants, however it may be quicker and cheaper to engage a local locksmith.

Tenants are responsible for arranging their own contents insurance (if required), as the WHC's insurance only covers the property and permanent fixtures and fittings.

3.3 Providing Access

When the WHC arranges property inspections and maintenance works, we provide tenants with written advice of the date and time that the contractor requires access to a property. Maintenance contractors may also phone tenants to arrange appointments to complete works inside tenants' homes.

Tenants are required to be home at the scheduled or agreed time to provide access for the contractor to enter their home, so the inspection or works can be completed. Where works are carried out in common areas, tenants must not obstruct these works.

If tenants cannot be available at the scheduled or agreed time, tenants must call the WHC before the day of the appointment, to negotiate an alternative date and time for the appointment. If an appointment is missed by a tenant without prior notice, the WHC may charge the tenant a fee.

Contractors engaged by the WHC must show identification to tenants before entering their properties. Tenants should request to see a contractor's identification before allowing them into their home.

Tenants must not unreasonably deny access to their property. The WHC reserves the right to make application to the NSW Civil and Administrative Tribunal (NCAT) for Access Orders to enable safety inspections and works to be conducted.

3.4 Reporting Repairs and Maintenance

Tenants must advise the WHC of repairs and maintenance issues as quickly as possible. Timely reporting ensures tenants can continue to enjoy their home fully and can reduce the likelihood of repairs issues escalating, potentially causing further property damage.

Tenants can report repairs and maintenance issues by:

- Calling during business hours (weekdays 9am – 4:30pm) on **9281 1764** or **1300 942 111**
- **Emailing** details (and photos if relevant) to Repairs@womenshousingcompany.org
- Completing the **Online Repairs Request Form** on our website (and uploading photos if relevant) <https://womenshousingcompany.org.au/tenants/maintenance/3>
- **Visiting** our office to speak with our Property Services Team

The WHC provides a free interpreting service for tenants who speak a main language other than English. Tenants can call with the Translating and Interpreting Service (TIS) on **131 450**.

3.5 After Hours Service – Emergency and Priority Repairs

In life-threatening situations, call 000 for fire, ambulance, or police.

Outside of business hours, where there is an emergency or priority repair required, tenants should call the after-hours service on **1300 556 057**.

- Emergencies involve an imminent and significant risk to health and safety of tenants.
- Priority repairs are for issues that need to be addressed promptly to avoid a high risk to safety, security, or health of tenants.

The after-hours service will assess the information provided and arrange the appropriate response.

4 WHC Responsibilities

The WHC has obligations under the NSW Residential Tenancies Act 2010 in relation to property care, including:

- provide properties in a reasonably clean and liveable state
- provide and maintain properties in reasonable condition
- make any repairs referred to in the original ingoing condition report

Reasonable condition depends on the age of the property and the potential life of the property.

The WHC has a legal obligation to ensure all properties are fitted with operating smoke alarms, batteries are regularly changed, and smoke alarms are inspected annually.

In accordance with the NSW Residential Tenancies Act 2010, the WHC provides appropriate written notice to tenants before inspecting a property or carrying out planned and cyclical maintenance, such as annual smoke alarm testing. Property maintenance (excluding emergencies and priority works) must only be completed between 8am and 8pm, Monday to Saturday. In most cases, the WHC will arrange for inspections and works to be completed between 8am and 6pm, Monday to Friday, to minimise disruption to tenants.

The WHC must comply with contractual obligations to the NSW Land and Housing Corporation (LAHC), as the owner of most of the properties managed by the WHC. Specific property condition standards must be maintained in relation to safety, security, function, and amenity. To ensure this outcome, the WHC arranges a third-party contractor to inspect and assess each property on a three-yearly cycle. Maintenance issues identified during these technical Property Assessment Survey (PAS) inspections are then scheduled to be completed as part of the planned maintenance program.

5 Responsive Repairs

The WHC will provide a responsive repairs and maintenance service that is appropriate to the needs of tenants and properties.

The WHC will triage repairs and maintenance requests based on the impact of the situation to tenants and properties and arrange an appropriate response that complies with obligations under the NSW Residential Tenancies Act 2010.

5.1 Emergencies – 4 hour response

In life-threatening situations, call 000 for fire, ambulance, or police.

Where there is an imminent and significant risk to health and safety, a maintenance contractor will attend within 4 hours of notification.

Examples of emergencies include:

- Live exposed electrical wires
- Gas, water, or sewerage incidents that cannot be turned off by the tenant
- Significant storm damage involving structural damage
- Break-in where the property cannot be secured

The maintenance contractor will make the site safe (e.g. isolate electrical circuits, board up window, etc.) within the 4 hour response timeframe. Another appointment may be required to completely fix the issue.

5.2 Priority Repairs – 24 hour response

Where there is an issue that needs to be addressed promptly to avoid a high risk to safety, security, or health, a maintenance contractor will attend within 24 hours of notification.

Examples of priorities include:

- Power or lights affected that cannot be reset at the power board or by replacing a globe
- Gas, water, or sewerage incidents where the tenant can turn off the service
- Sewer blockage or a sewerage overflow outside the dwelling
- Break-in where the property can be secured

The maintenance contractor will make the site safe within the 24 hour response timeframe. Another appointment may be required to completely fix the issue.

5.3 Routine Repairs – 5 day response

Where a critical property element stops functioning, a maintenance contractor will attend within 5 days.

Examples of critical property elements include hot water system, oven, cooktop (where all hot plates are not working).

With the tenant's consent, the WHC will provide the maintenance contractor with the tenant's phone number. The maintenance contractor will phone the tenant to make an appointment, aiming to attend the property and fix or replace the critical property element within 5 days.

5.4 Routine Repairs – 21 day response

Where a repair is required, but there is no risk to safety, security, or health, and it does not involve a critical property element, the issue is deemed minor.

Examples of minor repairs to address faults or stop future faults include easing of doors and windows, tiling repairs, minor fencing repairs.

The maintenance contractor will phone the tenant to make an appointment, aiming to attend the property and fix the issue within 21 days.

6 Cyclical Maintenance

The WHC's cyclical maintenance program aims to keep properties safe and well maintained.

6.1 Safety and Compliance

Regular inspections and maintenance are carried out to meet legislative and regulatory requirements to ensure the safety and security of tenants.

These works include annual smoke alarm inspections, preparation of Annual Fire Safety Statements, electrical safety inspections, lift safety servicing, and hot water temperature mixing valves, where relevant.

6.2 Preventative Maintenance

Regularly scheduled works are conducted to avoid breakdown and deterioration of property components. The aim of preventative maintenance is to reduce the number of responsive repairs required.

These works include roof and gutter inspections and common area pest control including termite inspections, where relevant.

6.3 Lawns, Grounds, and Common Area Maintenance

Regular maintenance is carried out in common areas, grounds and gardens of units blocks and complexes. These works include cleaning of internal common areas, mowing lawns and gardening.

7 Planned Maintenance

The WHC believes that a planned approach to property maintenance, rather than a responsive approach, is more cost effective and delivers better solutions with less disruptions to tenants.

Planned works are scheduled based on the following considerations:

- Legislative requirements
- Lifecycle upgrade timeframes, as identified through three-yearly technical inspections
- Risk assessment for each property
- Overall budget allocation, in line with the 20-year Asset Maintenance Plan

Wherever possible, the WHC will involve tenants in decisions about proposed works for their homes, such as a choice of colours and materials.

In some cases, where bathroom works result in tenants being without access to essential facilities for more than 24 hours, the WHC may provide temporary bathroom facilities on-site or may temporarily relocate tenants to alternative accommodation while works are completed.

For relocations, the WHC will consult tenants to ensure temporary accommodation arranged by the WHC is suitable. The WHC will cover reasonable accommodation and meals expenses during the time bathroom facilities are unavailable.

The WHC will keep tenants informed throughout the process of completing planned maintenance.

8 Alterations

Alterations are property improvements arranged by tenants, at their own cost, with WHC approval.

Tenants may request permission to make an alteration to their property, such as to install flyscreens, extra cupboards, or an external awning. A detailed application should be submitted to the WHC, including the licence and insurance details of the proposed contractor who will carry out the works for the tenant.

The WHC will assess each alteration application on its merits and advise if the alteration can proceed.

9 Modifications

Modifications are changes to properties arranged by the WHC because a tenant, household member, or an applicant has an identified need, and their current property is no longer suitable.

Modifications can improve the quality of life of tenants and provide the option to remain living independently in their home for as long as possible. Modifications are generally required for tenants or household members who are frail, elderly or have a disability or medical issue.

Minor modifications include grab rails, hand-held showers, and lever style taps.

Major modifications involve structural changes, such as ramps, widening doors, replacement of floor coverings, modifications to kitchen, bathroom and laundry, and modifications that require Development Application (DA) approval.

Tenants may request the WHC to undertake a modification, providing appropriate documentation such as a report from an Occupational Therapist or other medical professional.

The WHC will assess modification requests and consider the following factors:

- Whether the tenant will be able to sustain their tenancy if modifications are completed
- Whether it is economically viable to undertake the modifications
- Whether approval must be obtained from other parties (e.g. property owner, local council)
- Sources of available funding for modifications

If additional information is required to complete the assessment, the WHC may arrange to visit the tenant at home to discuss the requirements. The tenant can invite any medical or support person to attend the in-home assessment as required.

The WHC decision to approve or decline a modification request will be communicated in writing to the tenant within 28 days.

If approved, the WHC will arrange for the modification works to be completed.

If modifications are not economically viable or will not resolve the tenant's issues, the WHC may encourage and assist the tenant to submit a Community Housing Application for Transfer. The WHC may offer a management transfer to another property that meets the tenant's needs when one becomes available.

10 Property Damage and Vacating Charges

The WHC and / or maintenance contractors will assess if property damage, beyond fair wear and tear, has been caused through the wilful or negligent actions of the tenant, household members or visitors.

Where this is the case, the cost of repairs, cleaning, and maintenance to bring the property back to a suitable standard will be charged to the tenant.

The WHC will provide evidence of these charges and will negotiate a repayment plan with the tenant.

11 Quality Assurance

The WHC uses a range of measures to monitor and ensure that maintenance work completed at our properties meets high-quality assurance standards.

The WHC conducts audits of internal processes and those of the maintenance contractors.

When processing invoices from maintenance contractors, WHC staff review photographic evidence of works provided by the contractors.

The WHC's Technical Officers conduct on-site audit inspections of a sample of repairs and maintenance jobs, to visually inspect works.

When a contractor completes works in a tenant's home, the tenant is offered the opportunity to sign-off the work order, verifying that the works have been carried out. Tenant sign-off is not compulsory, however where a work order is signed by a tenant, the contractor submits it to the WHC at the completion of the job. The WHC uses this information to monitor the timeliness of works being completed.

The WHC gathers tenant feedback following a sample of repairs and maintenance works, by phoning tenants to ask about their experience. Email and text message surveys are also used to gather feedback following a sample of repairs and maintenance works.

12 Properties within a Strata Scheme

The WHC manages some properties that are part of a strata scheme, such as individual units within a block. In most cases, the manager of the strata scheme (also referred to as an owners' corporation) has responsibility for arranging repairs and maintenance in common and external areas of a strata block.

In these instances, the WHC liaises with the real estate agent and / or the strata manager to communicate any issues affecting our tenants, however the WHC does not have authority to influence these repairs and maintenance decisions.

The WHC will monitor the outcome of requests made and will keep tenants informed.

13 Leasehold Properties

The WHC leases properties from the private rental market to provide additional social housing. These properties are known as leaseholds. The WHC is the tenant of the real estate agent or landlord, and sub-leases these properties to our tenants.

WHC tenants living in leaseholds must not contact the real estate agent or landlord under any circumstances.

Tenants living in leaseholds must report all repairs and maintenance issues directly to the WHC, in the same way as tenants living in properties owned and managed by the WHC – refer to section 3.4.

The WHC will submit repairs and maintenance requests to the relevant agent or landlord on behalf of our tenants living in leasehold properties. With the tenant's consent, the WHC will provide the agent or landlord with the tenant's phone number. The agent or landlord will engage their own maintenance contractor, who will phone the WHC tenant to make an appointment to attend and assess the issue and determine the appropriate action required.

The WHC expects agents and landlords to meet their obligations under the NSW Residential Tenancies Act 2010. The WHC encourages agents and landlords to complete repairs within the same timeframes as the WHC offers with our own repairs and maintenance service.

The WHC monitors repairs requests submitted to real estate agents and landlords, to ensure timely resolution.

Where a real estate agent or landlord persistently fails to complete reasonable repairs and maintenance in accordance with their legal obligations, the WHC will use a range of actions to resolve issues, including:

- Make a formal urgent request to the agent or landlord, advising them of the breach of the NSW Residential Tenancies Act 2010, and proposing a timeframe to complete the work
- Complete the work and claim reimbursement from the agent or landlord
- Apply to the NSW Civil and Administrative Tribunal (NCAT) for an order to remedy

The WHC will ensure our tenant is kept informed throughout the process.

In rare and exceptional circumstances, where matters cannot be resolved, the WHC may offer the tenant a transfer to another property.

Real estate agents and landlords are under no obligation to approve alteration requests (e.g. flyscreens) and may reasonably refuse requests for major property modifications (e.g. replace a bath with a hobless shower).

14 Complaints and Appeals

Any person who has a complaint about how the Repairs and Maintenance Policy has been administered, or tenants who wish to appeal a decision, should refer to the [Complaints and Appeals Policy](#).

15 Privacy and Confidentiality Statement

The Women's Housing Company will ensure that all applicant and tenant information is kept confidential and is managed and protected in accordance with the WHC [Privacy Policy](#) and relevant privacy law.

From time to time, de-identified demographic information may be released to third parties for statistical purposes only.