

## Resident Related Damage Recharge Policy (M12)

### 1. Purpose

The purpose of this policy is to outline how YWCA Australia (YWCA) recovers charges for maintenance, including property damage or services undertaken, that are not the responsibility of the rental provider.

### 2. Scope

This policy applies to YWCA Australia (YWCA) staff responsible for working with YWCA residents and properties.

This document is a national policy covering YWCA Housing and YWCA National Housing. All references to YWCA Housing include both unless specifically stated otherwise. Where state-based variations exist in policies and procedures, these will be identified in this document.

This policy applies to all forms of housing owned and/or managed by YWCA including community and affordable residential rental properties and rooming houses.

This policy should be read in conjunction with the Repairs and Maintenance Policy.

### 3. Definitions

Fair wear and tear	Occurs during normal residential use of a property and deterioration due to ageing and exposure to the environment.
Order of compensation	An order granted by VCAT giving the rental provider the right to seek reimbursement from the resident
Reasonably clean	Where an item or surface is free from dirt, marks or stains and cannot be improved to a reasonable standard with additional cleaning
RTA/RTRAA	The Residential Tenancies Act 1997 (Vic), Residential Tenancies Act 1999 (NT), Residential Tenancies & Rooming Accommodation Act 2008 (QLD). The principal legislation governing rental housing in Victoria, Northern Territory, and Queensland respectively.
Resident	For brevity, the term 'resident' refers to renters and tenants of rented premises, and residents of rooming houses.
Unapproved modification	Any modification that is not a prescribed modification under the applicable state legislation or has not been approved by YWCA.
VCAT/QCAT/NTCAT	State/Territory based Civil and Administrative Tribunal. A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the RTA/RTRAA.

### 4. Responsibilities

#### 4.1 Leaders –General Manager Housing Operations

- Assisting housing staff to follow this procedure. Ensuring good management of evidence in the tenancy management system.
- Recommending any changes to this procedure.

#### 4.2 People and Culture

- Incorporating this procedure into staff induction and training.
- Ensuring staff are aware of and have access to this procedure.

- Escalating feedback about this procedure to the document owner/writer.

#### **4.3 Employees – Housing staff and Community Housing Officers**

- Informing tenants of their rights and responsibilities in accordance with this document.
- Keeping records of the process in the relevant systems.
- Recommending improvements to this policy and procedure.

### **5. Policy**

In applying this policy YWCA will ensure:

- Consistent, fair, and accountable processes are followed, and residents are provided with information about processes that impact their tenancy.
- Proper consideration is given to the human rights of residents, in accordance with the applicable legislation.
- A commitment to respond to matters that may be family violence related, that is trauma informed and promotes the safety and wellbeing of residents and their families.
- Compliance with the applicable Residential Tenancies legislation in relation to repairs and maintenance.
- All YWCA properties are safe, secure, maintained in good repair, and fit for use.
- Long-term viability of YWCA housing assets.
- Maintenance charges are assessed on a case-by-case basis and are open to appeal.
- All contractual, legal and regulatory duties are met.

#### **5.1 What is a maintenance charge?**

A maintenance charge is the recovery of costs incurred by YWCA for the repair of property damage, or for undertaking services that the resident is responsible for. This may include:

- Deliberate or careless property damage caused by the resident or their visitor.
- Call out fees incurred by YWCA where a resident has missed a scheduled appointment with a maintenance contractor.
- Replacement of lost or damaged access products (for example, keys, fobs, swipe cards, garage remotes) or the provision of additional access products.
- An invoice received by YWCA for utilities the resident is responsible to pay, and the resident has not changed the account into their name.

#### **5.2 Resident obligations**

Under the applicable state legislation, residents are required to:

- Ensure that reasonable care is taken to avoid damage to the property and common areas.
- Keep the property in a reasonably clean condition.

- Refrain from making any alteration, renovation or addition to the property, or install any fixtures that are not permitted under the state legislation, or unapproved modifications without YWCA consent.

Where YWCA is required to undertake repairs or cleaning because the resident has not complied with their obligations, the resident may be held liable for the cost. This applies during a tenancy and for vacated properties. YWCA objectives in managing resident property damage are to:

- Minimise damage to YWCA properties.
- Seek compensation for damage that has occurred where a resident failed to comply with their obligations.
- Ensure consistent decision making that aligns with the Charter of Human Rights and Responsibilities when making assessments for property damage liability and pursuing reimbursement of costs.
- Support safe and habitable conditions for residents.

### **5.3 Determining liability**

- YWCA will only apply a maintenance charge where a resident is deemed to be at fault for the damage, or responsible for a service charge. YWCA will investigate the cause of the damage or service charge, and where damage is found to be caused by an unknown third party, is the result of fair wear and tear, or in circumstances of family violence, the resident will not be charged.
- Residents are not liable for a maintenance charge in circumstances where charges would ordinarily be the responsibility of YWCA such as:
  - Poorly executed works by a YWCA contractor.
  - Damage caused by extreme weather conditions.
  - Fair wear and tear.

### **5.4 Waiver or reduction of liability**

YWCA recognises there may be circumstances where a resident cannot reasonably be held accountable for damage. After consideration of mitigating circumstances, YWCA may waive or reduce the cost of a maintenance charge. Factors for consideration may include:

- Where a resident's disability or health condition was a major contributing factor to the cause of damage or uncleanliness.
- A police report substantiates that the damage was caused by a third party who was not invited to the property or was the result of police action.
- Circumstances where it would be unreasonable to recover the cost of the damage, for example family violence.

Decisions to waive or reduce a maintenance charge will be assessed by the General Manager, Housing Operations on a case-by-case basis.

### **5.5 Repayment agreement**

Where liability is determined to be the responsibility of the resident, YWCA will provide the resident with a copy of the contractor invoice along with an invoice from YWCA for payment. Payment is required to be made in full by the date specified on the invoice.

Where liability has been determined to be the responsibility of a former resident of a vacated property, the outstanding amount, or part thereof, may be claimed from the bond (if applicable) – see ‘Seeking compensation’ section below.

Where the resident is unable to repay the debt in full, the resident may request to enter into a repayment agreement to repay the outstanding amount in instalments.

### **5.6 Seeking compensation**

Where liability is determined to be the responsibility of the resident, but the resident has not accepted their liability by entering into a repayment agreement, YWCA will issue the necessary notices to proceed with an application to the Civil & Administrative Tribunal (VCAT/QCAT/NTCAT/SACAT) to seek an order of compensation.

Where a resident has vacated with an outstanding debt and is unable to be contacted to sign the bond claim form, an application to the tribunal will be made to seek an order to claim the bond in accordance with the Ending a Tenancy Policy.

## **6. Transparency and accessibility**

This policy is made available on the YWCA Housing website [www.ywcahousing.org.au/policies](http://www.ywcahousing.org.au/policies).

## **7. Appeals**

Staff will inform residents of their right to appeal organisational decisions and to complain about the services of YWCA in accordance with the appeals and complaints process.

## **8. Record keeping**

Staff will maintain all relevant information associated with this policy in the tenancy management system.

## Document Data Control

Resident Related Damage Recharge Policy (M12)				
Responsible Body		Director, Development and Housing		
Accountable Officer		General Manager, Housing Operations		
Supersedes		Renter-Tenant Repair Charge		
Associated documents		Sustaining Tenancies Policy Breach of Tenancy Policy Ending a Tenancy Policy		
Legislation		Housing Act 1983 (VIC) Housing Act 2003 (QLD) Housing Regulations 2015 (QLD) Housing Act 1982 (NT) Residential Tenancies Act 1997 (VIC) Residential Tenancies Regulations 2021 (VIC) Residential Tenancies & Rooming Accommodation Act 2008 (QLD) Residential Tenancies Act 1999 (NT) National Affordable Housing Agreement Victorian Charter of Human Rights and Responsibilities Act 2006 Queensland Human Rights Act 2019 National Community Housing Standards Social Service Standards (VIC) Guidelines for registered housing agencies Performance Standards for Registered Housing Agencies. Consumer Charter for Community Managed Housing and Homelessness Services (VIC) National Community Housing Regulatory Code Victorian Community Housing Regulatory Code State based agreements between YWCA and statutory bodies		
Approval and Amendment history				
Review period – 2 years				
Approval date	Effective date	Version	Amendments	Next review
Jun 2022	Jun 2022	1.0	Supersedes Tenant Repair Charge Policy	Jun 2024
Jul 2024	Jul 2024	2.0	Updated as part of the WHF review.	Jul 2026