



NSW Tenant Handbook



Important information:

Client Reference Number: _____

Address: _____

Tenancy Manager

name _____

Email _____

Phone _____

Website Salvoshousing.salvos.org.au

Support Service Contacts

Agency: _____

Worker: _____

Contact _____

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1. Introduction

We would like to welcome you as a tenant of Salvos Housing.

Salvos Housing is one of the community and affordable housing provider's of The Salvation Army, and operates in Queensland, New South Wales and the Australian Capital Territory.

Your tenancy with Salvos Housing is governed by our policies and procedures. A copy of this is available on request. A summarised version of the policies is contained in this handbook and is also available on our website.

The property you are renting is provided on a needs basis, in accordance with Community Housing compliance and accreditation standards.

Salvos Housing manages this property in accordance with

- The provisions of the NSW Residential Tenancies Act 2010;
- The requirements of its contract with Department of Communities and Justice;
- As well as our own internal policies and procedures.

Salvos Housing has prepared this book for your information and, in addition, you will receive the fact sheets called "The New Tenant Check List" & "Taking a Bond" available from Department of Fair Trading.

One of our Tenancy Managers has been allocated to you as a point of contact. This person should be contacted for any tenancy related assistance or information you may require during your tenancy.



Our Promise to You

1. To deliver effective and sustainable housing outcomes for both tenant and lessor.
2. Provide a safe and secure path to a better life.
3. Encourage tenant involvement and feedback on our policy and procedures.
4. Provide a balanced tenancy mix to benefit all tenants.
5. Provide a transparent accountable service to all our tenants and applicants.
6. Offer Prayer and Pastoral Care to those in need.

Salvos Housing Services

The Salvation Army has a number of sites across the NSW and Australia, these include:

1. Crisis Accommodation
2. Supported (Transitional) Housing
3. Affordable Housing
4. General Social Housing

If you have any further questions, please refer to the contact page for your nearest office or tenancy managers details.



2. Privacy Notice

For the purpose of this Privacy Notice, The Salvation Army means The Salvation Army (being the unincorporated religious and charitable association), The Salvation Army (New South Wales) Property Trust, The Salvation Army (Queensland) Property Trust and any organisations or bodies corporate owned or operated by any of the bodies above.

The Salvation Army, a not-for-profit organisation, is committed to upholding the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). Our Privacy Officer is responsible for ensuring that our privacy policies are adhered to and our detailed privacy policy can be accessed online at <http://salvos.org.au/privacy-policy/>, by contacting our Privacy Officer on 02 9266 9554 or by writing to us at PO Box A435, Sydney South NSW 1235. Our privacy policy includes information about how you may access and update the personal information we hold about you and details of how you can complain about a breach of the Australian Privacy Principles and how we will deal with your complaint. You have the option of not identifying yourself or using a pseudonym when dealing with us in relation to a particular matter, unless we believe it is impracticable to do so in the circumstances. If you wish to deal with us in this manner, you must tell us in writing so that we can consider if your request is practicable.

The personal information that we collect about you is deemed reasonably necessary for the primary purpose of providing you with the housing and accommodation services offered by Salvos Housing. By not collecting this personal information we may be unable to offer you our services. By providing us with this personal information you consent to our use or disclosure of your information for a secondary purpose related to the primary purpose. In order to provide you with these services, we may disclose your personal information to organisations that carry out functions on behalf of or in conjunction with The Salvation Army. These organisations may include other community service providers, your next of kin and law enforcement agencies. In order to provide you with these services, you consent to our collecting of personal information about you from government agencies and public sector bodies and other community service providers.



3. Your Home

In Your Home

Salvos Housing respects your right to private space and we will not enter your home except for pre-arranged or emergency maintenance matters unless you invite us for some other purpose, for further details please consult your Residential Tenancy Agreement.

Apart from a master key held by Salvos Housing, no one else has keys to your home unless you provide us with signed approval to issue other keys. Please also note, in some cases you may have been issued with a security key, these keys may not be able to be copied without a written permission from Salvos Housing.

Your Rights

- You have the right to information about Salvos Housing and its assessment process and also about other services that you need.
- You have the right to privacy and confidentiality.
- You have the right to be treated with dignity and respect.
- You have the right to be free from physical, sexual, emotional and verbal abuse.
- You have the right to make a complaint if you are not happy with something that has happened during your tenancy.
- You have the right to make suggestions as to how Salvos Housing is run.
- You have the right to live in a well-maintained property.
- It is your right to community housing provided you meet the eligibility criteria.
- It is your right to receive a rebated rent in proportion to your household income.
- It is your right to reside in the property for the period designated in the Tenancy Agreement.
- It is your right to receive support from outside agencies without hindrance from Salvos Housing.



Your Responsibilities

- It is your responsibility to allow the assessment process of Salvos Housing to take place.
- You have the responsibility to respect the rights of others, including their rights to privacy and confidentiality.
- You have the responsibility to treat with dignity, and to respect as individuals, everyone involved with Salvos Housing.
- You also have the responsibility to refrain from physical, sexual, emotional and verbal abuse.
- You have the responsibility to co-operate in a fair resolution to a complaint.
- Improving the service is everyone's responsibility and your contributions are valued.
- It is your responsibility to report maintenance matters promptly.
- It is your responsibility to provide accurate information to facilitate the calculation of your level of rent.
- It is your responsibility to pay rent and not breach the NSW Residential Tenancies Act 2010.
- It is your responsibility to provide Salvos Housing with approval to release information to your support worker/case manager if you wish Salvos to assist you and/or your support agency.

Pets

Salvos Housing recognises that having a pet can provide benefits to particular tenants; however Salvos Housing is mindful of restricting damage to the properties and also the peace and comfort of the neighbours. Salvos Housing is also aware of the responsibilities required to own a pet and take reasonable care of it.

If you wish to have a pet, then you may request permission from your tenancy manager. We may ask you to enter into a special agreement to ensure the well-being of the animal, the tenant and the neighbours. This agreement may include undertaking de-sexing if required and micro-chipping where appropriate.

It is important to understand that when deciding the suitability of a pet application, Salvos Housing will also consider the best interests of the animal at all times. These interests will include all local authority recommendations, as well as the RSPCA. For further information please consult your tenancy manager.

4. How Your Rent Is Calculated

Salvos Housing calculates its rents differently from private landlords. We charge tenants either a rent based on either the market rent or based upon their income.

In both cases, the maximum rent that you will be charged is the **market rent** which is the rent that the property would normally be rented for in the open market. The **market rent** may be shown on the lease.

Tenants may qualify for a **rent subsidy**, based on their circumstances and the classification of the property. The **rent subsidy** is the difference between the **market rent** and the **subsidised rent** calculated for the tenancy.

Subsidised Rents will be calculated on either an

- Income Based Method, or
- Discount to Market Rent Method

As a general principle, transitional/community housing/social housing properties will be based upon an Income Based rent, whilst affordable housing properties will be based upon a 'discount-to-market-rent' basis.

Income Based Rent

When calculating the rent, the rent will be calculated as;

- x % of household's income, plus
- 100% of tenant's entitlement to Commonwealth Rental Assistance

Where 'x %' is the percentage of income used (refer to the following table)

Housing Type	% Income used for rent
Housing owned by State	25% ¹
Government agencies (or otherwise limited by government agreements)	
Other housing	30%

¹ Some components of income are excluded from the households income and others are at an altered rate (e.g. Family Tax Benefit). Refer to the relevant State or Territory community housing rent policy for actual income components included and the percentage of rent that applies.



Tenancy managers will calculate the rent based on their understanding of the tenant's income which may include their understanding of whether or not the tenant is eligible to receive Commonwealth Rent Assistance (CRA).

The tenancy manager will explain and provide the tenant with a copy of their rental calculation as well as a copy of the CRA fact sheet. If the tenant is not eligible for CRA then it is expected the tenants rent be recalculated as soon as possible. (NB: If the tenant fails to apply for CRA, they are still required to pay the CRA rent component).

Discounted Market Rents

For properties operating under the Affordable Housing system (such as the National Rental Affordability Scheme), rents will be capped at a percentage of the market rent for the property.

The maximum rent that will be charged is as follows;

Property Owner	Maximum Rent Level
Properties owned by The Salvation Army	74.9% of Market Rent
Other property owners	80% of Market Rent (or less if by agreement of owner)

In setting rents for individual properties, effort will be made to ensure that the level of rent is affordable for the household. This will generally mean that rents are targeted to be no more than 30% of the household income. Where this is not possible, consideration will be given to the circumstances of the household and alternative options available.

Rent Reviews

Salvos Housing aims to conduct an annual rent review in line with the tenancy lease renewal. The aim of this process is to capture any and all changes to the tenant's income and household composition. It is essential that all tenants participate in this process or they may be charged the market rent as a result.

In the case of transitional accommodation, many tenancies will be of a short term nature and therefore this rent revision may not apply.

Hardship and Special Circumstances

If you are experiencing hardship or there are other special circumstances that we need to be aware of – please contact us as soon as possible. In some cases, we may be able to offer concessions. (If you are in a supported tenancy – please contact your case worker to discuss).

Rental Payment Options

Salvos Housing offers a wide range of rental payment options, as discussed at in the sign up process. Please note all tenants are required to be in advance at all times.

Methods	Instructions
Centrepay	This payment will be deducted from your fortnightly benefit payment with Centrelink. This established through filling a centrepay deduction form.
Direct Deposits & Internet Payments	All banking details are available on your lease. Please make sure to quote your individual client reference number, so the payment can be reconciled.
EFTPOS	Unfortunately this facility is not available at this time.

Things that may change your rent

Once you move into your home you must tell your Tenancy manager about any changes in your household that may affect rent charges. These changes could include the birth of a child, a household member turning 18, someone on a pension or benefit starting work, changed wages or loss of wages, or the commencement of a pension or benefit.

If you have an income based rent, then your rent will change as a result of a change in your income, or as a result of a change in the household composition. Therefore, if you receive a pension or benefit from Centrelink, you should expect your rent to increase also. Likewise, if your income decreases you will be the rent that you pay will decrease.

Salvos Housing conducts rental reviews periodically to ensure that the information on which CRA are based is up to date. It is essential that you respond to any letters or



requests asking you to provide new documentation of your income. If you do not provide this information your rental subsidy will be cancelled and you will be charged the market rent, indicated on the front of your lease.

It is important to remember that as a community housing tenant you will receive Commonwealth Rental Assistance, based on the declared household information. Failure to provide the correct information through deliberate act or omissions may result in a possible Centrelink debt or possible fraud investigation. Please ensure you remain in contact with your tenancy manager, regarding any household changes.

Bond

Prior to Signing your lease a bond of 4 weeks rent is also payable. If you are eligible, you can apply to Housing NSW for a Rent Start Bond Loan. All Bonds are lodged with the NSW Rental Bond Board. Bonds are refundable when you vacate the premises, provided the property is left in a similar standard at the beginning of the tenancy, all rent arrears and associate charges (e.g. repairs and water usage) are paid and all possessions not included with the property are removed.

Condition Report

The tenancy Condition Report describes the condition of the premises at the start of your tenancy. An outgoing tenancy Condition Report is also undertaken at the end of your tenancy. The report ensures that you are not charged for any damage you did not cause.

Our Tenancy managers prepare the first report immediately before your tenancy commences. You should read and sign and return it to your Tenancy Manager listed at the front of this booklet.

You can find more information about the tenancy Condition Report in "*Renting guide*" available from Department of Fair Trading. You will be provided with two copies, please complete both and return one signed to your tenancy manager as soon as possible, and preferably within 14 days.

If you do not agree with all or some of the statements in the report, you should write what you disagree with on both copies of the report before signing them, and return a



copy to us. *It is important that you keep your copy of the report, as you will need it when you vacate the premises.*

5. Moving In

Signing Your Tenancy Agreement

The tenancy agreement or lease that you sign is a legal contract between you and Salvos Housing.

You will be provided with a copy of this agreement, after sign up. Please also note a bond in most cases is payable to at the time of sign up, as is a payment for two weeks rental. Your tenancy manager will make you aware of this requirement prior to your lease signing.

Your tenancy agreement contains your name, address and the date the tenancy starts. The agreement contains a number of important requirements of you as a tenant. If you have any question about the clauses, please contact your tenancy manager.

Utilities:

Before you move in, try to give your local electricity, gas and telephone authorities several days' notice that you want these services connected. If you have trouble with any utility provider, contact your Tenancy Manager. Please see some general utility contact details below, please note that in some cases you made not require all these services to be connected.

Service	Providers Detail	
Electricity	Energy Australia	ph: 13 15 35
Gas	AGL	ph: 131 245
Telephone	Telstra	ph: 1800 283 407

In the case of a shared accommodation, you may be requested to provide a contribution towards the cost of meeting the utility usage. Further information about this is contained in the fact sheet on utilities.

Insurance

Salvos Housing does not provide insurance cover for your possessions. You may wish to take out a household contents insurance policy to cover your furniture and personal belongings against damage or theft.



Property Inspections

Once you are housed you may expect a visit from your tenancy manager within a month of the commencement of your lease. This follow up visit is to help assist with any questions or further information that you may require about the property, this can include general maintenance, tenancy questions as well as other information you may require.

If the suggested time is not suitable, please contact your Tenancy Manager, to reschedule.

Rental Issues

If you have any difficulty paying your rent, you must contact the Tenancy Manager listed at the front of this booklet. *Please Do not ignore any correspondence from us concerning arrears on your rental payments.*

If you fall behind with your rent, Salvos Housing may be willing to enter into an arrangement to allow the repayment of the arrears. This agreement will be based on your individual circumstances.

Failure to contact Salvos Housing regarding any possible rental debt, may result in Salvos Housing taking prompt action through the NSW Civil and Administrative Tribunal (NCAT). This may in some cases can lead to your eviction.

If you don't contact us and advise of the difficulty we will be unable to assist you.

6. Rent Arrears

Salvos Housing views the payment of rent as an essential condition of tenancy. We are also aware that tenants on low incomes sometimes find themselves in financial difficulty, and we provide several opportunities for you to contact us and make an agreement to pay what you owe. If you fail to contact us or do not keep an agreement to catch up, you will place your housing in jeopardy.

We will treat tenants fairly and with respect, trying to rectify breaches in the *Residential Tenancy Agreement* before seeking to end the tenancy.

Please Note: Under the Residential Tenancies Act 2010, a termination notice can be given by a landlord on the grounds of a breach of the residential tenancy agreement solely arising from failure to pay rent. A landlord may also apply to the NSW Civil & Administrative Tribunal for a termination order at the point of issuing a termination notice, to expedite the process.

NSW Civil and Administrative Tribunal (NCAT).

Your tenancy manager may apply to the NCAT if payment is unable to be managed externally. The outcome of this tribunal is legally binding and both parties will be given a copy of the notice to attend and any outcomes generated from the tribunal.

Your tenancy manager will be seeking an SPO (special Performance order), as an agreed outcome for arrears management. In the event of a serious circumstance or extenuating circumstances, we may request a termination of tenancy.

7. Repairs & Maintenance

Salvos Housing is responsible for ensuring that your accommodation is maintained to a state of repair. However, as the tenant it is your responsibility to contact Salvos Housing if there are any general repairs or maintenance which needs to take place at your property.

Salvos Housing will seek to respond to the maintenance within the targeted response times below.

The maintenance item will be classified according to its severity, which in turn will indicate the target response time.

Factors that may influence the responsiveness of the maintenance include

- Severity of the issue
- Future plans for the property
- Availability of the tenant to respond to tradespersons request for access.

Maintenance Categories and Targets

The following table outlines the target response times for differing maintenance categories;

Maintenance Category	Definition	Examples	Target Response Time
Category 1 Emergency	The property has been seriously affected by a fire, storm, flood damage or significant injury (or death) of a tenant)	<ul style="list-style-type: none"> • Flooding • Burst water service • Gas Leak • Dangerous Electrical fault • Death of a tenant 	Immediately (within 4 hours)
Category 2 Urgent Repairs	When an essential service stops working Or A fault or damage that poses an	<ul style="list-style-type: none"> • Failure or breakdown of essential services (gas, electricity or water supply) • Blocked or broken 	Within 24 hours

	immediate health or safety risk.	toilet	
	Or	<ul style="list-style-type: none"> • Serious roof leak • Broken glass • Damaged fixture that causes substantial water wastage 	
	Items specified in Clause 19 of the Residential Tenancy Agreement (RTA)		
Category 3 Non Urgent Repairs	When request does not pose an immediate risk to health or safety	<ul style="list-style-type: none"> • Broken lights • Leaking tap • Damaged wall 	Within 14 days
Category 4 Routine Repairs	Items that do not inhibit the regular use of the property	<ul style="list-style-type: none"> • Broken blinds • Screen door damage • Faulty cupboards 	Within 28 days

Reporting Maintenance

Where practical, tenants should report maintenance in writing, to ensure that information is accurately recorded.

You can log maintenance or repair request by

- Emailing or texting your tenancy manager
- Telephoning your tenancy manager

Emergency Repairs

Where an emergency occurs outside normal business hours (9am-5pm Monday to Friday) and the item is an emergency, tenants may utilise the emergency contact details contained on their lease.

Tenant Charges

Tenants may be charged for damage that was caused whilst they were tenants of the property.



What is the tenant responsible for?

As a tenant you must keep the property in a reasonably clean condition and take care to avoid damaging the premises. You should notify the Tenancy Worker of any damage to the premises as soon as you become aware of it.

What to do if you lose your key?

Your Tenancy Manager has a duplicate copy of your key. If you lose your key you should contact them and they will arrange to get you a copy of this key. You will be charged for the copy of the key. Please note if you lose your keys outside of office hours, then you may contact the lock smith provided on the front of your lease, please note this cost will be charged to you.

8. Moving Out

Contact Salvos Housing

Before moving out contact the Tenancy Worker listed at the front of this kit.

You should:

1. Provide **21 days written notice** of your intention to vacate, if possible,
2. advise of your forwarding address,
3. check that your rent is paid up to the due date,
4. Advise a suitable time to inspect the property.
5. Notify the water, gas and electricity authorities of the date your tenancy is finishing. To have meters read. This will prevent you from being charged for the water and other services used by the next tenant.

Cleaning

When you move out, make sure that:

1. you remove all rubbish from the property,
2. you are leaving the property in a clean condition,
3. you have removed all your belongings,
4. you return all copies of the keys to your Tenancy Manager immediately after moving.

If you leave anything in the property then you will be responsible for the costs incurred in removing them from the property.

Abandoned Goods

The *Residential Tenancies Act 2010* sets out the process that a landlord/agent must follow when dealing with goods left behind. The Act defines Goods as:

- 'ordinary' goods
- personal documents
- perishable goods and rubbish

Personal documents include:

- a birth certificate, passport or other identity document
- bank books, financial statements or documents
- photographs and other personal memorabilia
- licences or other documents conferring authorities, rights or qualifications.

Please note: The landlord/agent may dispose of perishable goods or rubbish at any time without notice.

Salvos Housing will attempt to contact you as soon we are aware of the goods still remaining in our possession. If we are unable to contact you after 48 hours we will post you a final written notification, making you aware that the goods are still in our possession. Please see the length of time these possessions will be retained below.

Item	Length of time Stored
Ordinary goods	14 Days
Personal documents	90 Days

Any the above items may be collected from Salvos Housing by contacting your tenancy manager. If you do claim these ordinary goods within the agreed time, they may be disposed of or sold in a reasonable manner. Personal documents will be returned to the issuing authority.

Please note that in some circumstances you may be asked to pay an occupation fee for the storage of the item, this cost will deducted from any goods sold, or be paid on collection of the item or goods.

9. Appeals & Feedback

Appeals

If you don't agree with a decision that has been made by Salvos Housing, you can request to have the decision reviewed. Where practical, the decision regarding the appeal will be managed by a different person than the one who made the original decision.

Appeals are to be made in writing and may be submitted to Salvos Housing by one of the following means;

- Mailed to Salvos Housing
- Emailed to Salvos Housing (salvos.housing@salvationarmy.org.au)
- Provided to a Case Manager (in the event of Supported Housing)

Salvos Housing appreciates that a tenant may not always be satisfied with the outcome of an appeal to us, but may wish to pursue it with us rather than through the NSW Housing Appeals Committee (HAC), Please contact your Tenancy Manager for any further queries.

Feedback

At any time, you are able to express satisfaction or dissatisfaction with a response or quality of service that is provided (i.e. make a compliment or complaint).

If you wish you may provide your feedback anonymously (although we obviously can't respond to you). Feedback may also be provided verbally or in writing (our preference is in writing). In the case of Supported Housing, you may also use your case manager to lodge the complaint on your behalf.

In the case of a complaint, where practical, the investigation of the complaint will be managed by a different person than the one who made the original decision.

Feedback may be made in the following methods;

- Mailed to Salvos Housing
- Emailed to Salvos Housing (salvos.housing@salvationarmy.org.au)
- Provided to a Case Manager (in the event of Supported Housing)
- Verbally to Salvos Housing (in person or by phone)



- Lodged with The Salvation Army call centre (whereby The Salvation Army complaints process will be invoked, and refer the matter to Salvos Housing).

NSW Civil and Administrative Tribunal

The NSW Civil and Administrative Tribunal is an independent government body, which has exclusive jurisdiction to hear and determine all matters arising from private and public conflicts, ranging from home building, consumer disputes to residential tenancy and occupancy agreements under the Residential Tenancies Act 2010. For further information about the role of the Office of Fair Trading, see the booklet "*Renting Guide*" a guide for tenants and landlords.

Please also consult the wide variety of publications listed on their website. See the useful contact tab for further contact information.



10. Pastoral Care

As well as being one of Australia's major providers of social welfare, The Salvation Army is also a Christian church, with hundreds of congregations meeting in cities and towns throughout Australia. The Salvation Army is affectionately referred to in Australia as "Christianity with its sleeves rolled up", and its Christian faith and beliefs still inspire its people to serve and are at the heart of what the organisation is about.

Motivated by its love for God and people, The Salvation Army serves on the frontline of human need. It has trained and caring people available to provide pastoral and spiritual support at any time you may desire it. Our officers, staff and volunteers can provide help with a range of issues including support in times of grief or loss, counselling for personal problems, concerns about family members or friends, questions about faith, prayer support, as well as access to a range of practical assistance.

Please consider yourself as part of The Salvation Army "family." You are much more than a tenant to us. We are available to support you in any way we can.

If there are any needs we can assist you with or questions we can answer.

11. Useful Contacts

Agency	Contact Details
NCAT	Ph: 1300 135 399 www.cttt.nsw.gov.au
Department of Fair Trading	Ph: 13 32 20 www.fairtrading.nsw.gov.au
Housing Appeals Committee	Ph: 1800 629 794 www.hac.nsw.gov.au
Tenants organisation	www.tenants.org.au
Law Access	Ph: 1300 888 529
Homeless Persons Line	Ph: 1800 234 566

