Bellorana
Limited

RFBI Group Policy Scope (Scope Policy)

1. Purpose

The purpose of the Scope Policy is to establish that all policies within the Royal Freemasons' Benevolent Institution Group ("the Group") apply across all entities within the Group. This ensures consistency, alignment with the Group's strategic objectives, and adherence to legal and regulatory requirements across the entire group.

2. Scope

The Scope Policy covers all policies within the Group, including but not limited to those related to governance, risk management, compliance, finance, human resources, operations, and information technology. The scope extends to:

- All companies (Royal Freemasons' Benevolent Institution, RFBI Concord Community Village & Bellorana Limited) within the Group.
- All employees, officers, directors, contractors, and other stakeholders who are governed by the Group's policies.

3. Applicability

All policies within the Group are applicable to every entity within the Group.

4. Policy Review

Review to this policy will be conducted from time to time, for example when legislative changes occur that require such review, or at scheduled review dates.

5. Authority

This policy is authorised under delegation by:

Frank Price

Chief Executive Office

Affordable Housing Tenancy Policy

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1. Policy Statement

The Purpose of this Policy is to provide clear guidance on how Royal Freemasons' Benevolent Institution (RFBI) manage tenancies in the affordable housing properties owned and managed by RFBI.

2. Scope

This Policy applies to all RFBI staff with delegated authorities within the Affordable Housing Program. The Board of RFBI has oversight of this Policy. Applicants and tenants of the RFBI Affordable Housing Program are the primary focus of the Policy.

3. Policy

RFBI owns and arranges management of a portfolio of affordable housing units to deliver rental housing options to benefit people who are experiencing housing stress. RFBI has developed a range of Policies to guide our housing managers, applicants and tenants based on our principles of:

- Treating all tenants and applicants with dignity and respect
- Maintaining tenants' rights and entitlements
- Responding to changing tenant and community needs
- Supporting sustainable tenancies
- Providing tenant information which is accessible and appropriate
- Contributing to the viability of our housing operations
- Complying with relevant legislation, regulation and funding agreements
- Maintaining accuracy and protecting confidentiality in our tenancy records.

4. Tenancy management at the start of a tenancy

4.1. Staring a tenancy

The RFBI practices for assessment of applicant eligibility and allocation of housing to tenants are described in the **RFBI Affordable Housing Eligibility and Allocation Policies.**

A pre offer check by RFBI ensures that the applicant remains eligible, the tenant has priority for the offer of a tenancy, and that the vacant property to be provided matches the applicant's housing need.

Timeframes for the inspection of a vacant property to be offered to an applicant, and the subsequent signing of a Residential Tenancy Agreement are specified in the RFBI Affordable Housing Allocation Policy.

The RFBI Affordable Housing Rent Policy describes the process for determining market rent and calculating the discounted rent to be charged to the incoming tenant for the vacant unit.

Concurrently with the process of offering a vacant property to an applicant from the RFBI affordable housing wait list, the applicant is requested to provide updated documentation as follows:

4.1.1. Confirmation of age and identity: tenant and household

Formal confirmation of identity, age – date of birth – and citizenship status is requested from the incoming tenant at the commencement of a tenancy so that the tenant's rental history and former tenant status can be reviewed and the Residential Tenancy Agreement, Rent Accounts and tenant file can be commenced.

If there will be other household members, or a carer approved to live in the property, details of their name, age, and gender will also be requested.

4.1.2. Social Housing Eligibility

RFBI will review the details of the incoming tenant's current approval status on the NSW Housing Register by requesting confirmation to be provided by the tenant from a Housing Pathways provider or the NSW Department of Communities and Justice.

If the incoming tenant's social housing waitlisted status has not been confirmed or is not current, their offer of affordable housing with RFBI will not be given a priority ranking and offers to alternate eligible applicants may result.

4.1.3. Tenant income details and employment status

To support assessment of the sustainability of the tenancy, incoming tenants will be requested to provide up to date documentation of income details, including regular gross payments of wages, or pension/ benefit payments or other relevant income.

Similar confirmation will be sought from any other household members aged over 18 years.

4.2. Pre acceptance information provided to the incoming tenant

Before the tenant accepts the offer of an affordable housing property, RFBI will ensure that the incoming tenant is provided with information as follows:

- If the incoming tenant is on the NSW Social Housing Register and accepts the offer of affordable housing with RFBI, the RFBI will request that the tenant's name is removed from this Register by a Housing Pathways provider.

- The **RFBI Affordable Housing Rent Policy;** calculates the rent charge as a discount to market rent; rather than a social housing rent which is based on 25% of income. This will mean the affordable rent charged is likely to be greater for a single social housing waitlisted person than that charged for a social housing property.
- the property being offered by RFBI does not have its own separate water meter, water consumption charges will be levied based on a flat fee of $5 per week. Further details can be found in the **RFBI Affordable Housing Water Charging Policy.**
- Tenants are responsible for arranging and paying for their own electricity accounts and can choose an electricity supplier.

4.3. Signing of the Residential Tenancy Agreement

The process for arranging signing of a *Residential Tenancy Agreement* is:

- The incoming tenant documentation (as described in 4.1.1 – 4.1.3 above) is submitted to allow RFBI to confirm the incoming tenant's status. Normally up to seven days can be allowed between the offer of housing and the signing of the Residential Tenancy Agreement, during which time this documentation must be received.
- If the incoming tenant status cannot be confirmed, the offer of housing may be withdrawn or remain pending.
- The incoming tenant accepts the offer of the vacant property within three days of the offer being received.
- The incoming tenant is provided with written confirmation of the start date for the tenancy, the term of the tenancy, the bond payable and the discounted market rent which will be charged.
- Incoming tenants are requested to sign and arrange a Centrepay deduction authority for the rent payments.
- An initial payment of two weeks discounted market rent paid in advance; is made on the date the *Residential Tenancy Agreement* is signed.
- A payment of four weeks of discounted rent for the Rental Bond for the property is arranged through the NSW Fair Trading Rental Bonds Online Service. Payment by instalment may be arranged, if necessary, through this service.
- Signing of a *Residential Tenancy Agreement* using the standard NSW Fair Trading forms. An initial fixed term 12-month Agreement is offered to new tenants, and must be signed within seven days from the acceptance of the offer of accommodation. At the end of the 12-month fixed term period, the tenancy agreement becomes periodic (month to month) unless the tenant has breached the terms of the *Tenancy Agreement.*

4.4. Information provided to the tenant at the sign up of the *Residential Tenancy Agreement.*

At sign up, RFBI explains the conditions for the tenancy, including the rights and responsibilities of the landlord and the tenant, by providing the NSW Fair Trading **Tenant Information Statement.** Any additional information required by NSW Fair Trading is also provided. See: https://www.fairtrading.nsw.gov.au/housing-and-property/renting/starting-a-tenancy

RFBI will provide a copy of its **Affordable Housing Tenant Handbook** to every new tenant. This **Handbook** is clearly written to ensure the tenant is aware of the relevant procedures for requesting repairs and maintenance, managing garbage, making complaints, contacting tradespeople or the RFBI, and other rules or procedures which apply to their tenancy or the property.

4.5. Keys for the property.

Once the first payment of two weeks rent in advance is paid, the tenant is issued with two sets of keys for the property. If additional keys are required for the property, this will be at the tenant's expense. RFBI retains keys for each property in its portfolio.

4.6. Property Condition Reports

At the commencement of a tenancy, the tenant is asked to complete a property condition report in the form provided by NSW Fair Trading:
https://www.fairtrading.nsw.gov.au/__data/assets/pdf_file/0010/369946/Tenancy-condition-report.pdf
This report which documents the condition of the property will be jointly completed by the landlord and the tenant within 7 days of signing the *Residential Tenancy Agreement.* The tenant and the landlord both sign this report to indicate their agreement or write comments if there is any disagreement. The tenant is given a copy of the completed property condition report and a copy of the report is placed on the tenant file.

4.7. Establishment of tenant file and rent and non-rent account.

A Tenancy file is established once the Residential Tenancy *Agreement* is signed. Details of the tenant and any household members to be housed at the address are included on this file. A copy of the *Residential Tenancy Agreement* is placed on this file.
All tenancy notices and decisions are maintained on the Tenant File. If the tenant has any known support arrangements to sustain their tenancy, these will also be noted on the file. These files are confidential and kept secure from unauthorised use. The privacy of a tenants' information is managed consistently with the *Privacy and Personal Information Protection Act 1998 (NSW).*

A rent account is established for the tenant on the Tenancy Management System to monitor the tenant rent charges and payments. When a new tenancy commences with RFBI, each tenant will be given a unique reference number which is generated through its Tenancy Management System.

- The tenant will pay rent using Centrepay, which is a free service for anyone receiving a Centrelink benefit.
- If any tenant is unable to use Centrepay, RFBI will issue the tenant with a unique reference number which can be used to pay rent by direct deposit.

RFBI issues rent account statement to tenants on a periodic basis if requested, so that tenants know what is happening with their rent. More frequent rent statements are issued if the tenancy is in arrears.

Non rent accounts with a unique tenancy identifier are also established for payment of other fees and charges, such as water usage, key replacement, tenant damage.

5. Tenancy management during a tenancy

RFBI manages its affordable housing tenancies consistently with this Policy and in compliance with the NSW Residential Tenancies Act (2010).

The key aspects of RFBI Tenancy Management are as follows:

5.1. Ensuring tenants understand their rights and responsibilities:

Tenants in RFBI properties are entitled to live in reasonable peace, comfort and privacy and to live in a reasonably safe and secure environment.

RFBI affordable housing tenants are encouraged to respect the rights of other tenants, RFBI staff or contractors, and persons in the area near their home by:

- Communicating with them in a courteous and respectful manner at all times
- Being respectful of the diverse range of cultural and ethnic backgrounds which make up our community and their individual interests and customs
- Not interfering with the reasonable peace, comfort or privacy of other tenants
- Respecting the rights of the RFBI, its employees and agents, to work in an environment free from harassment or intimidation
- Not acting in a manner that adversely affects the occupational health and safety of people working in or near their home.

5.2. Looking after the home

RFBI is committed to providing quality accommodation and living areas for all its affordable housing tenants. At the start of a tenancy, the RFBI property is provided to the tenant in good condition.

The tenant is responsible for maintaining the property in a reasonably clean and undamaged state. Any subsequent property damage must be reported to RFBI by the tenant, and in general, repairs in excess of fair wear and tear, will be at the tenant's expense.

Tenants are requested to change smoke detector batteries every year.

Tenants are responsible for arranging their own electricity connection and accounts.

5.3. Accessing the property by RFBI or tradespeople

RFBI may need to access your property for inspections, tenancy management, home maintenance, repairs or safety inspections. RFBI prefers that maintenance is carried out by our maintenance team, however if this is not appropriate, or for urgent repairs, an external contractor may be used.

If RFBI intends to access the property, seven (7) days written notice will generally be provided to the tenant.

Non urgent or necessary repair work access: RFBI will generally provide two (2)-days-notice to the tenant.

If the current tenant has given notice of intention to vacate; prospective tenant inspections may be required. Reasonable notice is provided to the tenant of any inspections.

Valuation or appraisal of the property: the tenant is given seven (7) days written notice if the tenant agrees. No more than one appraisal or valuation is allowed in any 12-month period.

Under extenuating circumstances, RFBI may access the property without giving notice to the tenant including:

- in an emergency (including entry for the purpose of carrying out urgent repairs)
- if the NSW Civil and Administrative Tribunal (NCAT) orders it
- if there is good reason for RFBI to believe the premises are abandoned
- if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry.

5.4. Alterations and modifications to the dwelling

Tenants can add, remove or alter fixtures and fittings after receiving the written consent of RFBI. Minor alterations to the property such as installing a picture hanger can be undertaken, provided this work is completed in a competent and proper manner. Any damage caused by these installations or their removal must be repaired by the tenant.

Any intended property modifications or major alterations must be approved by RFBI before any work is commenced; so that appropriate assessment can take into account any possible impacts on neighbours or any requirement for Council permission.

The tenant is responsible for maintaining any approved improvements or alterations undertaken by them on an RFBI property. RFBI will decide if a property is suitable for any disability modifications or if tenant relocation to a more suitable dwelling is preferred.

5.5. Personal occupancy

Tenants are expected to personally live in the RFBI property they rent. This dwelling is their principal place of residence. The tenant will be in breach of their *Residential Tenancy Agreement* if they do not occupy the property rented to them by RFBI, or if they have a lease on another property simultaneously. Tenants need approval from RFBI to be away from their home for more than one (1) month.

Proposed absences greater than one (1) month need to have reasonable cause. These may include:

- Caring for sick or disabled/frail family/relatives
- Hospitalisation or temporary placement in a care facility
- Escaping domestic violence where this situation is of a set period
- Holiday.

RFBI will approve this absence request by the tenant if it is satisfied that:

- The rent will be paid;
- The property will be looked after during the absence; and
- There is an expectation that the tenant will return.

5.6. Visitor

A **visitor** is someone who visits the tenant and stays in the tenant's home for a period on no more than four weeks (28 days). RFBI recognises that maintaining contact and socialising with your friends, family and loved ones is important and RFBI tenants are able to have visitors stay at their home provided that:

- The tenant understands that, as part of their *Residential Tenancy Agreement,* the tenant is responsible for the actions of the visitors. RFBI will consider the tenant is responsible for any property damage or any noise and nuisance issues that may be caused by the visitors.
- The visitors do not cause the property become to overcrowded (where extra bedrooms would be needed for occupancy standards to be met.) One-bedroom units are generally not suitable for visitors staying for more than a few days.
- The visitor's total stay is limited to four weeks (28 days). After this period the tenant is required to apply for permission from RFBI to have visitor approved as an additional household member.

Additional occupants: A person or people who stay with the tenant for more than four weeks (28 days) are considered additional occupants. This includes a person who stays for more than three (3) nights per week for more than a four (4) week period in your home. Tenants must seek approval from RFBI for any additional occupant in the household. In general, for one-bedroom properties, approval will NOT be granted for additional occupants.

- Any tenant who does not comply with the requirement to obtain approval from RFBI for additional occupants in the household will be asked to explain why this situation has not been disclosed to RFBI. Unless mitigating circumstances exist, the tenant will be considered in breach of their Residential Tenancy Agreement and action may be taken by RFBI under the NSW Residential Tenancies Act (2010). The tenant may be required to pay market rent until this matter is resolved.
- The NSW Residential Tenancies Act (2010) Tenancy Agreement; Clause 15.5; states that "the tenant agrees not to cause or permit more people to reside in the residential premises than is permitted by this agreement". Deliberately not declaring additional household members amounts to rental fraud and this may result in action being taken to terminate the tenancy through the NSW Civil and Administrative Tribunal (NCAT).

Live-in Carers

In cases where a tenant can no longer live safely or sustainably in their home without a live-in carer, RFBI will consider a request from the tenant for approval of an additional occupant who is a carer. RFBI requires medical evidence that supports the ongoing requirement for a carer for the tenant; and the carer must over 18 years and be in receipt of a Carer's Payment or Carer's Allowance from Centrelink. If the tenant's property is unsuitable for accommodating a live-in carer, transfer options may be considered for the tenant.

5.7. Pets

RFBI does not allow tenants in affordable housing to keep pets, with the exception of a registered assistance animal.

The *NSW Companion Animals Act 1998* describes the obligations and responsibilities of pet owners to the animal, to their neighbours, and to the community.

5.8. Abandonment of the property

If a tenant is away for an extended period without approval, or if it appears the property has been abandoned, RFBI may terminate the tenancy through the NSW Civil and Administrative Tribunal (NCAT) and seek immediate possession of the property.
Indicators of abandonment include:

- Inactivity of the rent account or non-payment of rent for periods in excess of 6 weeks, and no response from attempts to contact the tenant.
- The premises appear abandoned – uncollected mail, disrepair etc.

5.9. Transfers of tenants

In cases where the needs of a tenant change during the tenancy and the tenant requests a transfer to an alternate dwelling; or if RFBI needs to relocate a tenant for management purposes, please refer to Section 7: *Transfers of tenancies* in the **RFBI Affordable Housing Allocation Policy** for details of managing transfers.

5.10. Succession of mutual exchange

RFBI tenants and household members are not guaranteed succession rights. Any appeals concerning succession decisions will be considered by the RFBI Senior management.

Tenants may, from time to time, wish to swap their property with that of another RFBI tenant. Written approval must be provided to both tenants before they are able to transfer between houses. RFBI will consider a written request from both tenants for a property swap if:

- A written request is signed by both tenants
- The rent accounts for both tenants must be up to date
- Any tenant damage to an RFBI property is repaired by the responsible tenant before the property exchange occurs

- The premises are reasonably similar in condition and size
- Both tenants must agree to pay the discount to market rent assessed for the property that they will move into. There is no guarantee the rent charge will be the same for both properties.
- Both tenants will need to pay the bond amount calculated for the property that person is moving into.

The new tenancy/ies will not commence until a new Residential Tenancy Agreement is signed by the incoming tenant, and a property condition report for the premises is completed and signed.

6. Tenancy management at the end of a tenancy

Tenancies can end for the following reasons:

- Tenant choice to end the tenancy
- Breaches in the Residential Tenancy Agreement by the tenant
- The property has been abandoned or the tenant dies.

RFBI will manage the ending of tenancies in a way that accords with the law and minimises the impact on RFBI and its tenants.

General steps taken by RFBI when a tenancy is ending include:

- finalising the rent account
- calculating any outstanding tenant debt including rent arrears, water charges, tenant damage
- before the tenant leaves, conducting a joint property inspection with the tenant using the Property Condition Report
- giving the tenant the opportunity to do any cleaning or minor repairs to the property before leaving
- if applicable, obtaining a signed agreement from the tenant on repairs the tenant is responsible for and how payment for these repairs will be made
- ensuring that the tenant signs a repayment agreement to assist with debt recovery if there are outstanding debts and the tenant is responsible
- giving tenants a reasonable timeframe to vacate the premises

6.1. Tenant choice to end a tenancy: RFBI requires that all tenants, wherever possible, meet their obligations under the *NSW Residential Tenancies Act (2010),* including that the required notice under the Act is given by the tenants of their intention to vacate a property. Where possible, the reason for ending the tenancy by the tenant will be sought by RFBI.

6.2. RFBI ending the tenancy: RFBI will end a tenancy only where there is a just cause and where due process is followed.

RFBI will always seek to intervene early and support tenants so that breaches in their Tenancy Agreement and subsequent eviction action is avoided. Tenants are treated fairly and given reasonable notice in accordance with the *NSW Residential Tenancies Act (2010).* In cases where eviction will proceed as a last resort, tenants will always be informed of their right to independent advice and assistance. If a tenant is issued with a Notice to Terminate by RFBI, the tenant will be advised that he/she can seek assistance from the Tenants Advice Line on 1800 251 101. Alternatively, he/she may contact NSW Fair Trading on 133 220.

6.3. Evictions & Performance Orders: If eviction of a tenant is required, RFBI acts in accordance with the *NSW Residential Tenancies Act (2010).*

RFBI will apply for a Termination Order from NCAT **only if the breach is serious and all other avenues** to amend an agreement breached by the tenant has been exhausted and the breach remains unrectified.

Wherever possible, RFBI will apply to the NCAT for a Specific Performance Order (SPO) or a repayment agreement for rent arrears, rather than a Termination Order.

An SPO is an order by the Tribunal for the tenant to pay rent arrears by a certain date (usually in instalments) and for the tenant to pay rent on time henceforth. Failure to abide by a SPO will mean that RFBI can ask that the matter to be re-listed by the Tribunal and an Order for Possession to be granted.

At all times throughout this process RFBI will encourage dialogue and resolution with the tenant to amend rent arrears.

6.4. Warrant for Possession: Where a tenant fails to comply with either a Possession Order or a Specific Performance Order handed down by the Tribunal, RFBI will apply to the Tribunal for a Warrant for Possession of the Premises.

6.5. Abandoned Premises: NCAT Action: RFBI will follow the detailed procedure of the *NSW Residential Tenancies Act (regulations)* where there is reasonable cause to believe that premises have been abandoned. The procedures followed, inclusive of the Abandoned Premises checklist, will be documented and retained on the tenant file.

Where doubt exists as to the abandonment, an order from the NCAT to end the tenancy will be sought.

7. Tenancy management at the end of a tenancy

RFBI will ensure all tenants and applicants are given information about a tenant's right to appeal a decision when their tenancy commences.

If a tenant believes that RFBI has made a wrong decision in relation to the management of his/her tenancy, a formal review of the decision should be requested. To do this, the tenant should request an internal review of the decision, stating why they disagree with the decision.

If the tenant is not satisfied with the outcome of the internal review, they can request a second-tier appeal. See **RFBI Affordable Housing Appeals Policy** for details.

Related Policies and Legislation

- RFBI Affordable Housing Allocation Policy
- RFBI Affordable Housing Rent Policy
- RFBI Affordable Housing Eligibility Policy
- RFBI Affordable Housing Appeals Policy
- NSW Affordable Housing Ministerial Guidelines
- NSW Residential Tenancies Act (2010)
- Companion Animals Act 1998 (NSW)
- Housing Act 2001 (NSW)
- Privacy and Personal Information Protection Act 1998 (NSW)

Policy Review

Review of this policy and procedures will be conducted from time to time, for example when legislative changes occur that require such review, or at scheduled review dates.

Authority

This policy is authorised under delegation by: **Frank Price Chief Executive Officer**