# COAST2BAY HOUSING GROUP

# **TENANT KIT**

Affordable homes for individuals and families throughout the Sunshine Coast, Noosa, Moreton Bay, Redcliffe and Gympie regions

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# **CEO Welcome**

From all at Coast2Bay Housing Group we welcome you to your new Tenancy.

We aim to provide safe and affordable housing to those in need – both in the Sunshine Coast & Moreton Bay communities.

Our core Operational Values encompass an approach that is:-

- Team Oriented individually and collectively working and contributing to a team culture
- Ethical ensuring integrity and transparency in our business
- Professional consistently applying our skills, knowledge and expertise to our work



• Dedicated – operating in a manner that secures high levels of performance and continuous improvement in our approach

Our staff operate within these values and, I believe, are incredibly passionate about their work. They do their absolute best to ensure a smooth transition into tenancy with us.

This handbook is designed to be a useful guide to managing your new home. We also have further details on our website: www.coast2bay.com.au

If you have any questions regarding your tenancy please contact us on 1300 796 716 and we will refer you to the relevant staff member who can assist.

Again welcome,

Andrew Elvin Chief Executive Office Coast2Bay Housing Group

# **Our Vision**

We provide access to housing to create:

- A region that provides an affordable place to live for all
- An inclusive community that creates a sense of belonging
- · An economy that enables people to participate and flourish

# **Our Mission**

Coast2Bay Housing Group is a not-for-profit community and affordable housing company with individuals at the heart of our mission to:

- Transform Lives by supplying homes for people with a pathway to affordable living
- Promote Social Inclusion by providing a place to live for those in greatest need
- Contribute to Economic Development by providing key worker accommodation and stimulating construction activity that builds a sustainable community

# **Our Programs**

Coast2Bay provides a professional and integrated community housing service that is responsive to the community and our tenants' needs. Coast2Bay manages approximately 450 dwellings within the north coast region.

Longer term - We provide 218 independent housing options for people who are on low incomes, have complex needs and are on the housing register with the Department of Housing and Public Works.

CMSUs - Community Managed Stuido Units - We provide 54 studio units to single people in the Sunshine Coast area

Community Rent Scheme Transitional Housing - The Community Rent Scheme provides 185 properties across the Sunshine Coast and Moreton Bay regions for transitional housing

National Rental Affordability Scheme (NRAS) - This is a long-term commitment by the Australian and Queensland Governments to develop a sustainable solution to the housing shortage by assisting investors who are prepared to build affordable rental housing.

Coast2Bay Housing Group is proud to be a participating not-for-profit partner of the NRAS program.

### Rent

Coast2Bay Housing follows the Department of Housing and Public Works (DoHPW) policy on rent. Your rent is always based on a percentage of your assessable income. For further information please refer to page 20 for the DoHPW fact sheet on your rent in Community Housing

# Bond

A Rental Bond is a security deposit of 4 weeks rent a tenant pays at the start of their tenancy. Bonds are managed in accordance with the Residential Tenancies and Rooming Accommodation Act 2008 (RTRAA2008). The bond is lodged and held with the Residential Tenancies Authority (RTA). The RTA will send an acknowledgement of rental bond to the tenant once the bond has been lodged. Any changes in your rent during your tenancy will also affect your bond.

# Sign up Forms

Signing up and moving into a property can be a very overwhelming process. Generally there is a range of forms that need to be filled out prior to handing the keys over. This is the same in both community Housing as well as the Private Rental Market. If there are any questions about the forms that have been signed during this process or would like to withdraw consent for a form please contact our Tenancy Team to discuss further.

# **Entry Condition Report**

During the sign up for accommodation an Entry Condition Report (Form 1a) (ECR) will be given to you. This report will make a note of any damage and the current condition of the premises when a tenant first moves in. The tenant is required to fill this report out and return within 3 working days to the Coast2Bay Housing office.If the ECR isn't returned within 3 working days then, as per the RTA legislation, Coast2Bay Housing's version of the ECR will stand. If there are significant differences we will contact you to discuss further.

Tips for filling out the ECR:

- Fill out the ECR before moving into the property
- Use extra pages if necessary
- Mark everything no matter how small
- · Check everything to make sure it works e.g taps, fans & lights
- Note the outdoor areas if applicable
- Take photos of the property

# **Community Engagement Program**

Coast2Bay Housing's Community Engagement Program is made up of an active calendar of workshops, activities, incentives and events. As a tenant of Coast2Bay Housing, you are invited to participate in our Community Engagement Program and will be notified of "what's on" throughout the year. Keep an eye out in your email inbox, letterbox, on our website and Facebook page for details!

# **Tenant Incentive Scheme**

The Coast2Bay Housing Tenant Incentive Scheme is a way to recognise and reward positive tenant behavior, with its primary purpose being to encourage tenants to comply and abide by their tenancy conditions. It is also a way to encourage the celebration of people and causes.

There are a number of awards on offer, nominations and winners are randomly drawn monthly. Check out the criteria and awards on offer at www.coast2bay.com.au.

# Tenant Advisory Group (TAG)

The Tenant Advisory Group (TAG) is made up of current tenants housed with Coast2Bay Housing, meeting quarterly to discuss tenant activities and issues. The Tenant Advisory Group is a great way for you to have a say, get involved, stay up-to-date, and discuss important tenancy-related matters with Coast2Bay Housing staff and other tenants. We are always looking for new members, particularly those who have the desire to represent and advocate for the views and opinions of the wider Coast2Bay Housing tenant community. If interested please contact your Tenancy Manager to discuss further.



# **Rent Reviews**

Coast2Bay Housing sets rents in accordance with the Community Housing Rent Policy Guidelines to comply with program guidelines and funding agreements. In accordance with this guideline reviews of rents are conducted annually or if there is a change in the household ie if work has commenced, another member joins the household, changes in payments etc. It is a condition of the General Tenancy Agreement (GTA) to engage and provide evidence if necessary for this process. Failure to do so is a breach of the General Tenancy Agreement.

Any amendment to the rent will be applied as per the Residential Tenancy and Rooming Accommodation Act 2008 and Community Housing Rent Policy. If the rent changes so too does the bond and the tenant will be required to top up the bond to an amount that equals 4 weeks rent. For example if the rent increases by \$10/Fortnight then the bond will increase by \$20.

**Please Note:** Tenants are responsible for their payments of rent. If for whatever reason the rent is not paid correctly or on time (e.g issue with Centrelink resulting in a delay on centrepay rent payment) it is up too the tenant to follow up and ensure rent is paid on time.

# **Eligibility Reviews**

Coast2Bay Housing in accordance with Department of Housing and Public Works Policy, and Social Housing Eligibility Criteria must undertake regular and comprehensive review of all tenant circumstances to ensure that social housing is still the most appropriate housing solution for the tenant, and to assess the appropriateness of their current social housing property. If the tenant has any questions about this process please contact a member of the Tenancy Planning Team.

**Please Note:** Community Rent Scheme/Transitional Housing tenants do not complete Eligibility Reviews

# Tenancy Pathway Planning (TPP)

As part of Coast2Bay Housing's pro active approach to Tenancy Management and Department of Housing and Public Works ongoing Eligibility policy, Tenancy Pathway Plans are conducted on a regular basis, 3-6 monthly for Transitional Housing tenants.

The Tenancy Pathway Planning and review process is in place to ensure tenants needs continue to be appropriately met by supporting the movement of tenants through and out of transitional housing, based on assessed need.

It is a condition of the General Tenancy Agreement (GTA) for all transitional housing tenants to engage in this process. Failure to do so is a breach of the General Tenancy Agreement.

# **Support Services**

If our tenants feel at any time that they could benefit from some supports to help them sustain their tenancy/help with Finances/general help please contact a member of the Tenancy Planning Team as referrals can be made on the behalf of tenant to the relevant supporting agencies such as:

- Help with finances
- Sustaining your tenancy
- Domestic Violence
- Family support
- Plus much more

# When to update Coast2Bay Housing

We understand that circumstances change and that some of the information that is provided by the tenant at sign up may not always be accurate down the track. However it is important that Coast2Bay Housing have the most up-to-date information. It is the tenants responsibility to advise Coast2Bay Housing of any changes in circumstances within 14 days including but not limited to updating emergency contacts, when a phone number has changed.

# **Temporary Leave of Absences**

Tenants must let Coast2Bay Housing know if they will be temporarily absent from their property for any period of time. Contact your Tenancy Manager to advise:

- The date your absence will start
- The date you plan to return to the property
- Your contact details during your absence
- The name and phone number of someone we can contact in your absence if we cannot contact you. This contact must be over the age of 18.

# Pets

Coast2Bay Housing acknowledges that pets contribute to the health and well being of tenants. Before getting a pet an application must be completed and approved in writing by Coast2Bay Housing. Failure to do so may result in a Notice to Remedy Breach being issued.

Please be aware that not all properties are pet friendly especially when the property is head leased from an owner or real-estate agency. For further information please contact the Tenancy Planning Team.

# Transfers

In order to meet the changing needs of tenants, Coast2Bay Housing is open to the transfer of tenancy both within its own organisation, with other community housing organisations or to the Department of Housing and Public Works. To discuss your grounds for transfer please contact your Tenancy Manager.

It should be noted that for anyone who has an approved transfer please ensure you are able to cover all moving costs as this is the tenants responsibility to do so.

# Visitors

Tenants are responsible for the behavior of their visitors at all times whilst on the property. Coast2Bay Housing will take action in accordance with the RTRAA2008 if your visitors cause problems. This may put the tenant's housing at risk.

# **Additional Household Members**

Tenants must seek written approval from Coast2Bay Housing before the person moves into the property. If you wish to make an application for additional household members please contact the Tenancy Planning Team to discuss. Coast2Bay Housing in all instances will consider their obligations through the Social Housing Eligibility Criteria, Allocations Policy, and Community Housing Rent Policy when changes to the household and tenancy are affected.

Tenants are responsible for advising Coast2Bay Housing of a new household member prior to their moving in or if staying more than three (3) nights per week. Failure to advise details of new household members could put a tenant's ongoing tenancy at risk.

# **Confidentiality & Privacy**

Coast2Bay Housing will protect the privacy of personal information and confidentiality rights of all tenants and clients in accordance with the provisions of the Federal Privacy Act.

Personal information will only be divulged where the organisation has:

- A signed Consent Form
- Signed agreements between Coast2Bay Housing, support agency, tenant or client
- A requirement under the Criminal Code
- Where there is a belief that there is a danger to life

If there are any questions about how information is handled, please contact the Coast2Bay Housing office to discuss further

# **Tenants Rights**

Coast2Bay Housing recognises that its tenants and clients are the company's central focus and therefore the rights of the company's tenants and clients are paramount and are to be upheld at all times to ensure successful housing outcomes. All persons accessing the services of Coast2Bay Housing will be treated in a fair and non-discriminatory manner with due regard to relevant legislation and specific program guidelines

All persons accessing Coast2Bay Housing will be informed of their rights, including the right to:

- Respectful and non-judgmental attitudes
- Confidentiality of their personal information (as per the confidentiality policy and procedures)
- Make complaints and use of grievance processes
- Participation and consultation

Coast2Bay Housing will actively promote awareness of tenant and client rights and responsibilities through: discussion, newsletters, general meetings, tenant's meetings, participation activities and particular issues forums.

In turn, as your housing provider, we expect that our staff are able to do their job in a safe environment free of abuse, whether that be in our offices in Nambour and Caboolture, out in the field at properties or on the phone. Coast2Bay Housing has a zero tolerance policy when it comes to abuse towards our staff whether this be physical or verbal.

for further information please refer to the Tenant Charter on Coast2Bay Housing's Website www.coast2bay.com.au

# **Complaints & Feedback**

Coast2Bay Housing is committed to providing high-quality customer service to our tenants and stakeholders, we value complaints and use information from them to help us improve our services. If something goes wrong, you are dissatisfied with our services or have come constructive feedback please tell us.

You can contact us in person at either of our offices in Nambour and Caboolture, by phone, in writing, by email to admin@coast2bay.com.au. You may like to complete our Complaints Forms for Tenants, in making your complaint.

Please contact our office for further details about our complaints process.

# What is a Notice to Remedy Breach?

A Form 11, Notice to Remedy Breach, is a written document that informs someone that they have breached a condition of the General Tenancy Agreement. The notice informs the tenant there is a problem or dispute and asks for the situation to be fixed within a time frame as set out by the RTRAA2008. In all instances a Tenancy Manager and/or Property Manager will try to contact the tenant to discuss the breach before it is sent. However if the tenant is unable to be contacted the breach may be sent with a note to contact Coast2Bay Housing to discuss further.

If a tenant disagrees with the Notice to Remedy Breach that has been issued please contact Coast2Bay Housing to discuss further.

# What if Coast2Bay Housing Breaches the Tenancy Agreement?

All Coast2Bay Housing tenants have the right to follow the RTRAA 2008 Procedures if you believe Coast2Bay Housing has not fulfilled its obligations as a lessor.

If you are not satisfied with Coast2Bay Housing's response to your problem, you can follow the procedures below:

- Contact your Tenancy Manager to discuss the issue
- Lodge a complaint
- Issue a Notice to Remedy Breach (Form 11) giving Coast2Bay Housing 7 days + postage to rectify the problem. On this form explain what the problem is, asking the lessor to fix it within a time frame (7 days or more).

# Notice to Leave

A Form 12, Notice to Leave (NTL), requires vacant possession of the rental property by the end of the expiry of the notice. Failure to leave the premises by the expiry of the Notice to Leave may lead to an application being lodged with Queensland Civil & Administrative Tribunal (QCAT) for termination of tenancy.

# **Queensland Civil & Administrative Tribunal**

If a tenant fails to leave after the expiry of their Notice to Leave Coast2Bay Housing may seek an order from the Queensland Civil and Administrative Tribunal.

# **Further Information**

If the tenant requires further information Coast2Bay Housing strongly encourages you to contact the following:

RTA – 1300 366 311 Tenants Union & QSTARS - 1300 744 263

# When Can Coast2Bay Housing Visit?

The Coast2Bay Housing representative or authorised person will visit to carry out inspections and repairs to your premises. Carrying out regular routine inspections is vitally important in property management to protect the property and ensure that it is secure for tenants to live in. Please see page 13 for more information on the types of inspections and time frames of entry.

There are four main reasons for carrying out a routine inspection:

- 1. To ascertain if the property is being maintained by the tenant in a clean and tidy condition.
- 2. To advise the lessor of any repairs and maintenance that may be necessary.
- 3. To suggest any current or future renovations or improvements that may be required.
- 4. And most importantly, to ensure that the property is secure and safe for the tenant to live in.

We have a duty of care to the tenant to ensure that the property is well maintained and safe to live in.

When carrying out routine inspections we pay particular attention to the below areas; We conduct "visual" inspections and take photos to check:

- That all balcony railings are secure
- That the gutters and down pipes are secure and clean
- The steps and balcony floorboards are secure and free from dry rot or mold
- That there are no leaks under the kitchen sink, bathroom cabinet, behind showers or from the hot water system
- That fences and retaining walls are in good condition
- All property locks are secure
- That light fittings and power points are secure and not hanging out of their sockets
- That there are no tears or ripples in the carpet
- That there are no dangerous obstructions on the property

It is vitally important for tenants to understand that we are not professional building, pest, pool or electrical inspectors.

As your Property Managers we are engaged to carry out a visual inspection only.



# Types of inspections

**Routine:** to carry out routine inspections on the property as per the RTA guidelines - Notice period 7 days

Annual Pest & Fire alarms: Coast2Bay Housing undertakes annual pest and fire alarm testing of properties - Notice Period 24 hours

**Asset:** These type of inspections are carried out generally every 1-3 years. This is where we can ascertain if any large maintenance work is needed in the future e.g interior/exterior painting. This inspection isn't the same as a routine inspection - Notice period 7 days

**Re-inspect:** If a Notice to Remedy Breach was issued in relation to the property then a re-inspect will be organised to ensure the breach has been remedied - Notice Period 24 hours

**Contractor:** If Coast2Bay Housing or the Contractor cannot get in contact with the tenant to arrange a suitable time to attend to maintenance/repairs then Coast2Bay Housing may issue a Form 9 for entry into the property - Notice Period 24 hours

# **Helpful Cleaning Checklist for Routine Inspections**

**Cobwebs** - brush down all areas from ceiling down – remember to do behind furniture.

Light fittings - dust all fittings and remove the dead bugs from inside.

Fans - wipe over ceiling fan blades.

Walls - wash down all walls with sugar soap and remove all marks.

**Window & door tracks** - clean dirt that has accumulated in the tracks. Dirt can damage the rollers. **Light switches/power points** - wipe to remove marks and dust.

Window sills - wipe over all ledges to remove dust.

Skirting boards - wipe over to remove any dust and marks.

**Windows/sliding doors** - to be cleaned inside and out, clean all fly screens including tracks **Curtains/blinds curtains** - to be washed or dry cleaned and rehung, venetian blinds to be cleaned and dusted.

**Cupboards/drawers** - thoroughly wipe inside and out removing all marks from laminex and painted surfaces including tracks of wardrobe door and linen cupboard.

**Bathroom** -thoroughly clean all tiles, mirrors, shower screens and recess, toilets, wash basin, baths, and vanity units (in and out) and clean exhaust fan.

**Kitchen** - clean all cupboards/drawers (inside and out), scrub bench top, clean sink with crème cleaner, thoroughly clean oven, griller, hotplates, range hood (remove filters and clean).

**Dishwasher/clothes dryer** - thoroughly clean inside and out, remove and clean filters and baskets.

**Laundry** -clean inside and out of laundry cabinet, clean laundry tub and wipe over tiled area. **Floors** - sweep or vacuum all tile or timber floors and then mop.

Carpets - need to be vacuumed

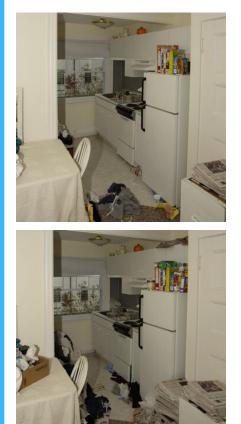
Coast2Bay Housing expects that the property will be maintained to an appropriate standard.

# **Examples of Inspection**

Below is example of a kitchen with 3 different levels of cleanliness. We have included why 2 out of 3 of the photos in each line are a concern. If you have any questions about your routine inspection or if you are struggling keeping up with the day-to-day cleaning please contact our office to discuss further. \*Please note these are examples only.\*



Excellent Inspection



Starting to show signs of clutter your Property Manager might ask you to tidy up some areas. Could potentially be a fire hazard if there is clutter near any power boards ect

Clutter starting to pile up. Again this could be a potential fire hazard. There could also be potential property damage depending on the nature of the clutter. Potential damage to flooring/paintwork. May also attract pests/rodents. This could potentially cost the tenant in the long run depending on the nature of the damage

# **Taking Photos**

If you have any concerns with the photos being taken at the property for your routine inspection please contact our office to discuss. We take photos to ensure that the property is being cared for, if there are any repairs needed, to see if there are future renovations needed Etc



# **Repairs & Maintenance**

For any maintenance or repairs that are required on your property, you must notify Coast2Bay Housing office on 1300 796 716. You can either phone the office or you can submit a property Maintenance Request online on our website.

Please be aware that if maintenance issues are deemed to be the tenants fault they will be charged for them. Also if the tenant hasn't reported issues in a timely manner and subsequent damage occurs to the property they may also be charged. Please see the next page for further information on who pays what.

# **After Hours Emergency Repairs**

In the event you should have an after hours emergency, please call our Coast2Bay Housing office on 1300 796 716 and follow the prompts. If the phone is unanswered you will get the message bank. **Please leave a message stating your name, contact number, property address and nature of the emergency and you will be called back as soon as possible.** if you fail to leave this information we will be unable to return your call.

Emergency repairs are defined in Sections 214 & 215 of the Residential Tenancies & Rooming Accommodation Act 2008 as:

- a burst water service or serious water service leak;
- a blocked or broken lavatory system;
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm, fire or impact damage;
- a failure or breakdown of the gas; electricity or water supply to the premises;
- a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
- a fault or damage that makes the premises unsafe or insecure;
- a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
- a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.

# **Repairs & Maintenance - Who Pays?**

The following table is a guide to who is responsible for paying for repairs and maintenance.

\*Please note If any of the items below are the responsibility of Coast2Bay Housing, and damage to the item is due to neglect or abuse by tenant, then the tenant will be responsible for part or total cost of repairs. Contact Property Team for any further advice.

Responsibility

# ITEM

**Telephone/NBN Connection** Tenant Broken window by Tenant or Tenant visitors Stained/dirty Carpets Tenant Hot water service - Refilling Tenant (contact office) Lost Keys Tenant Change Locks- (written approval Tenant (Contact Office) required) Lights Bulbs Tenant (no higher than 75 W) **Carpet Clean** Tenant upon exit & annually if needed Coast2Bay Housing excluding tenants **Electrical repairs** appliances Smoke alarm batteries Refer to page 17 Leaking/broken pipes Coast2Bay Housing if not tenant damage Coast2Bay Housing if not tenant damage Stove elements Pest control annually Coast2Bay Housing Tenant Flea treatment upon exit if needed Hot water service repairs Coast2Bay Housing **Tap Washers** Coast2Bay Housing Blocked drain Coast2Bay Housing if not tenant damage Broken Windows by Storm Coast2Bay Housing External Communal Lights External Coast2Bay Housing Gutters Coast2Bay Housing Any Others Contact the property team to discuss



# **Can I Be Charged for Water?**

Lessors are able to pass on the full water consumption costs to tenants:

### BUT ONLY IF:

- the rental premises are individually metered (or water is delivered by vehicle), and
- the tenancy agreement states the tenant must pay for water consumption, and
- the rental premises are water efficient.

If the premises are not water efficient, but the other two conditions are met, the lessor can charge you for water consumption that exceeds a reasonable amount.

# Water Saving Tips

- Wash your car on the lawn using a bucket and sponge, not a hose. This saves up to 300L of water
- Use Native species of plants as, once they are established, require less water.
- Mulch your garden beds to reduce water loss of up to 70% through evaporation
- Don't let the water run while brushing your teeth
- Put a plug in the sink when washing and vegetables or rinsing dishes
- Take shorter showers. You can reduce your usage by 20L per minute.
- Check plumbing fixtures regularly for any drips, runs or leaks. Please contact Coast2Bay Housing if you find any
- When replacing appliances that use water try to select AAA rated water-efficient appliances

# **Smoke Detectors**

Smoking is not allowed in Coast2Bay Housing properties.

Smoke detectors are very sensitive. Do not spray room freshener or insect spray too close to detectors. Please contact the Coast2Bay Housing immediately if you have any problems with your smoke alarm system. Some smoke detectors may be battery operated. The smoke alarms have been tested and cleaned prior to your new tenancy, and Coast2Bay Housing will do annual smoke alarm tests. It is your responsibility to change the battery where fitted when it is flat or nearly flat and to advise Coast2Bay Housing immediately if the alarm is faulty.

It is recommended that you check your smoke alarm each year on 1 April.

At no time can a tenant tamper with or remove smoke detectors. This could result in a Notice to Remedy Breach being issued if it is removed.

# **Car Parking**

Tenants must not park a vehicle, or allow a vehicle to stand, in an unregulated parking area; or park a vehicle, or allow a vehicle to stand, on any other part of the common property; or permit visitors to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

Parking is for tenants only, if parking has been allocated to your unit only park in the space with your unit number visible on the concrete.

Tenants must not use the car park for a recreational area i.e. seating and BBQ due to health and safety regulations

# Keys

Tenants have a duty of care to ensure the safety of the keys provided by Coast2Bay Housing. The cost to replace a lost or stolen key will be the responsibility of the tenant. Tenants who have lost or misplaced keys, had their keys stolen or locked themselves out of their unit may:

- During business hours call at the Coast2Bay Housing office to arrange access to their unit. Tenants must find their way to the office to collect keys and return the borrowed keys to Coast2Bay Housing
- Outside business hours tenants must call a locksmith to make arrangements for access to their unit. Please note that tenants are responsible for this cost.

# **Communal Areas**

Common areas are any areas other than the tenant's own leased premises, for example shared gardens, paths, shared laundry, rubbish bin area and shared facilities.

Tenants are responsible to keep balconies and common areas clear for health and safety. Tenants using the common areas are to ensure that they are left in a clean and tidy condition. All rubbish associated with tenant use is to be disposed of properly. If spills occur, please clean them up immediately.

# **Rubbish & Bins**

Taking out the garbage bins is a responsibility of all tenants. It is expected that tenants will work together to ensure that the bins go out and returned in a timely manner. Where a tenant doesn't take the bins out Coast2Bay Housing may have to engage an additional bin service. This cost will be passed onto the tenant, or split equally between all tenants in a complex. It is also expected that tenants will clean and maintain bins in a sanitary manner.

# Moving on from Coast2Bay Housing

If you are planning on exiting a Coast2Bay Housing property please contact the Tenancy Planning Team as soon as possible. Generally a minimum of 2 weeks notice of intention to leave s required however it is appreciated if you could please give Coast2Bay Housing as much notice as possible that you are leaving. Please note you are required to provide a forwarding address.

Coast2Bay Housing will send you an exit kit that will need to be completed before the keys are returned and will book an appointment time to go over this paperwork when you return the keys.

# **Carpets and Pets at the Property**

If carpets were cleaned to a certain standard at the start of the tenancy, the tenants must ensure they are cleaned to the same standard. If you do decide to get the carpets cleaned please provide Coast2Bay Housing with a receipt.

If pets were kept at the property at any time then the property must be professionally flea sprayed. A receipt will need to be provided when the keys are returned.

# **Condition of Property at Exit**

In line with the RTA it is expected that the condition of the property is the same as when you moved in taking into account fair wear and tear.

# Handing Back the Keys

Please ensure you complete the Exit Condition Report that will be sent in your exit kit. A tip for completing your Exit Condition Report is to look at the Entry Condition Report you would have completed at the start of your tenancy. A copy can be sent to the tenants if requested.

When returning the keys please bring back all keys and remotes to our office on the day you have indicated on your Notice of Intention to Leave - Form 13. Once Coast2Bay Housing has physically received keys we will take possession of the property

As the tenant you will be liable for rent up to and including the day the keys are returned.

Once you have returned your keys to Coast2Bay Housing we will undertake an exit inspection within 3 business days as per RTRAA 2008 legislation. A letter summarising your bond and any exit costs will be sent to you, generally within 4 weeks from your exit.

# **Refund of Rental Bond**

The Bond cannot be refunded until the property exit is completely finalised. In order to refund the bond in full there must not be any rent, water charges or repairs outstanding. Once the property exit is finalised a letter will be sent in regards to your exit and will include any works that needed to be carried out on the tenant's behalf. Invoices will be provided for all works carried out. This letter will also include a form 4 refund of rental bond if applicable. Please note that all bond is lodged to the RTA and as such once the Form 4 is sent to the RTA they will be releasing the funds to you not Coast2Bay Housing.

If the works/outstanding rent, repairs or water charges exceeds the bond then the tenant is required to pay the amount in full or negotiate a repayment plan. Coast2Bay Housing may seek an order from the Queensland Civil and Administrative Tribunal for unpaid debts. Debts may also be registered.

If the tenant does not agree with any invoices or disputed costs involved or any questions about their exit please contact the Coast2Bay Housing office. Alternatively you can contact the RTA, Tenants QLD, Qstars or complete a Form 16 – Dispute Resolution with the RTA.

# Abbreviations

C2B	Coast2Bay Housing Group
RTA	Residential Tenancy Authority
RTRAA2008	Residential Tenancy and Rooming Accommodation
	Act 2008
TLA	Temporary Leave of Absence
CE	Community Engagement
TPP	Tenancy Pathway Plan
TAG	Tenant Advisory Group
LTH	Long Term Housing
CRS	Community Rent Scheme—Transitional Housing
CMSU	Community Managed Studio Units
NRAS	National Rental Affordability Scheme
NRCH	National Regulatory Framework for Community
	Housing
RI	Routine Inspections
GTA	General Tenancy Agreement
ECR	Entry/Exit Condition Report
QCAT	Queensland Civil & Administrative Tribunal
QSTARS	Queensland Statewide Tenant Advice and Referral
	Service



Housing and Homelessness Services

# Your rent in Community Housing

### Fact sheets for tenants

Community housing tenants pay a rent amount based on a percentage of their gross household income plus the Commonwealth Rent Assistance to which the household is entitled, or the market rent of the property, whichever is less.

Rent amounts may vary, depending on the type of community housing program:

- Long Term Community Housing, Community Rent Scheme or Same House Different Landlord Program – you will pay 25 percent of the assessable household income plus any Commonwealth Rent Assistance you are entitled to
- Community-managed Housing Studio Unit Program you will pay 25 percent of the assessable household income and may be charged a 3 percent surcharge for furnishings, plus any Commonwealth Rent Assistance you are entitled to
- Affordable Housing you will pay up to 30 percent of the gross household income plus any Commonwealth Rent Assistance you are entitled to.
- Crisis Accommodation -Rent or service fees may be charged in properties managed under the Crisis Accommodation Program. The charges will depend on the type of accommodation, how long it is provided for and the household's circumstances including their capacity to pay.

### How is my rent calculated?

Your total household's assessable income is used to calculate the rent you will pay.

You will pay rent based on either 25 or 30 percent (depending on the community housing program you are housed under) of your total household's assessable income plus any Commonwealth Rent Assistance you are entitled to, or the market rent for the property in which you live—whichever is lowest.

The market rent is equal to the rent charged for a similar property in the private rental market.

Your provider is responsible for determining the market rent for your property.

You have a right to appeal the market rent for the property that you are renting. Appeals relating to market rent should be made to your community housing provider.

### What types of income are used to calculate rent?

- Most pensions, benefits and allowances paid by Centrelink and the Department of Veterans' Affairs
- · Family Tax Benefit



Department of Housing and Public Works

### Your rent in Community Housing

- Wages, salaries and work allowances such as overtime, bonuses, shift allowances, and penalty rates
- Income such as regular superannuation, compensation, interest from savings, maintenance and lump sum payments
- The average of your previous 4 weeks of earnings from:
  - casual earnings
  - overtime
  - bonuses
  - allowances
  - o other income which varies.

### What is Rent Assistance?

Rent Assistance is a special payment from the Australian Government to help eligible people pay their rent. If you are eligible, your provider will calculate the amount of rent assistance you are entitled to and will incorporate it into your rent calculation.

To apply for Rent Assistance, you must supply Centrelink with a rent statement. Public housing tenants living in a property owned and managed by the Department of Housing and Public Works are not eligible for this payment.

### What if I have no income?

Rent is assessed on all household incomes. If you have no income, a very low income, or you cannot verify your income, you will be assessed as having an income based on the equivalent Centrelink payment.

The equivalent Centrelink payment is the payment that most closely aligns with your circumstances, even if you do not qualify to receive payments.

### What if my income changes?

If there is a change in your household circumstances which affects your household's income or if your income regularly changes because of casual work, or other income changes, let your provider know in case your rent needs to be changed.

Providers review rent annually to take into account Centrelink rate increases and changes in work circumstances. You can also request a review at any time if your circumstances change, or if you don't agree with the rent calculation.

### Where can I get more information?

Your provider will explain how your rent is calculated and discuss any concerns or questions you have.

You should raise any concerns you have about your rent with your provider.



1300 366 311 rta.qld.gov.au Renting that works for everyone

### Information Statement Form 17a

# Pocket guide for tenants - houses and units

The Residential Tenancies Authority (RTA) is the Queensland Government statutory body that administers the Residential Tenancies and Rooming Accommodation Act 2008. The RTA provides tenancy information and support, bond management, dispute resolution, education services, investigations and prosecutions.

### When renting...

You must

- pay the rent on time
- keep the property clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- abide by the terms of the tenancy agreement
- respect your neighbours' right to peace and quiet

### The property owner/manager must

- ensure the property is vacant, clean and in good repair at the start of the tenancy
- respect your privacy and comply with entry requirements
- carry out repairs and maintenance
- meet all health and safety laws ٠
- lodge your bond with the RTA ٠

### Your tenancy details

Property owner/manager contact details

Bond number

Tenancy end date /

/

Emergency repairs contact/s

This information is for general guidance only. It is not legal advice. The RTA cannot guarantee the accuracy or completeness of the information provided. For more information refer to the Residential Tenancies and Rooming Accommodation Act 2008.

# Moving in

### **Tenancy agreement**

A General tenancy agreement (Form 18a), also called a lease, is a legally binding written contract between you and the property owner/manager. It must include standard terms and may include special terms (e.g. keeping pets).

You and the property owner/manager must sign the agreement and you should be given a copy.

Period of tenancy agreement:

- Fixed term agreement has a start date and an end date and you agree to rent the property for a fixed amount of time (e.g. 12 months)
- Periodic agreement when you agree to rent the property for an unspecified amount of time (there will be a start date but no end date)

### Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RTA. The property owner/manager must not hold your bond. Once the bond is paid the property owner/manager must give you a receipt and complete a *Bond lodgement* (Form 2) which you must sign. The property owner/ manager must lodge the bond with the RTA within 10 days. Alternatively, you can lodge your bond directly with the RTA via the RTA website. Check with the property owner/manager. You will receive notification from the RTA once the bond has been lodged.

### Bond increases

Your bond can be increased if your rent is increased. It must be at least 11 months since the last increase and you must be given 1 month's notice.

Any extra bond money paid by you must be lodged with the RTA by the property owner/manager or you. You can do this directly via the RTA website.

### Rent

Generally you will be asked to pay rent in advance before, or when, you move in.

- For a fixed term agreement: a maximum of 1 month's rent in advance
- For a periodic agreement: a maximum of 2 weeks rent in advance

You can't be asked to pay more rent until the rent in advance has been used up.

### Rent increases

It must be at least 6 months since the tenancy started or the date of the most recent rent amount was changed.

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 2 months notice (in writing) must be given.

Rent can be increased in a periodic agreement by giving 2 months notice (in writing).

### Rent decreases

Rent decreases may occur when there is a drop in the standard of the property, a decrease in services provided (e.g. the availability of car parking), or if a natural disaster (e.g. flooding, fire) makes the property partially unfit to live in. Any agreement about a rent decrease should be put in writing and signed by the property owner/manager and tenant.

### Water usage

You can be charged full water consumption costs only if the property owner/manager meets a specific set of conditions. Check your tenancy agreement and our website for more detail.

Water bills may be issued quarterly or half-yearly. Check with your property owner/manager how often and when bills are issued. These bills should be provided to you within a reasonable timeframe, and you must pay within one month of the bills being provided.

### Electricity/gas/phone/internet

Check your tenancy agreement – in most cases you will need to arrange connection and pay for the services. Check with the property owner/manager to clarify arrangements for internet or TV connections, satellite dish installation or solar electricity rebates (if applicable).

### Entry condition report

The property owner/manager must give you an Entry condition report (Form 1a).

It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/ manager within 3 days. The property owner/manager must give you a copy of the final report within 14 days.

The RTA also recommends taking photos and attaching them to the report as proof of the condition of the property.

# During a tenancy

### Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner/manager is responsible for ensuring the property is fit to live in and in a good state of repair, including carrying out general repairs and maintenance during your tenancy. They must also make sure the property complies with any health and safety laws.

### Repairs

You should notify the property owner/manager of any necessary repairs. They will generally carry out repairs or organise someone to do them. You should not carry out repairs without written consent. When entering the property for repairs the property owner/manager must provide the appropriate entry notice period. If you or your guests damage the property, you will have to pay for the repairs.

### Fixtures

Fixtures can only be added with the property owner/ manager's written consent and they do not have to agree to the request if they give a good reason.

### What to do in an emergency

If the property owner/manager or nominated repairer listed on your tenancy agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of 2 weeks rent. If you pay the repairer you will need to give the receipt to the property owner/manager, who must pay you back within 7 days. Keep copies of all receipts. Check your tenancy agreement to clarify what is meant by an emergency repair.

### Smoke alarms

Property owners/managers must install and maintain smoke alarms in rental properties, in line with Queensland legislation. Visit Queensland Fire and Emergency Services (qfes.qld.gov.au) for more information. Tenants also have responsibilities including cleaning smoke alarms and replacing batteries. See our website for more information.

### Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property owner/manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale. In most cases they must give you an *Entry notice* (Form 9) before they can enter. However, they may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time. For open home inspections (when multiple inspections occur at the same time), your written consent must be sought by the property owner/manager. Visit our website for more details.

### Sub-letting and co-tenancies

If you want to rent out a room or part of the property, you must seek written permission from the property manager/ owner and they must have good reason to say no.

Check your tenancy agreement first, talk to your property owner/manager and get any agreed arrangements in writing. Head-tenants have the same responsibilities as a property owner/manager including giving their sub-tenant a receipt for bond money paid and lodging the bond with the RTA.

### Problems

If you do something wrong

If you breach the agreement, the property owner/manager can issue a Notice to remedy breach (Form 11).

Example: you fall more than 7 days behind in rent or do not keep the property in the agreed condition.

If you don't fix the problem you may be given a Notice to leave (Form 12) by the property owner/manager.

If the property owner/manager does something wrong If the property owner/manager breaches the agreement, you can issue a *Notice to remedy breach* (Form 11).

Example: the property owner/manager fails to keep the property well maintained, does not respond to a repair request or enters the property without the correct notice.

### Resolving problems

Good communication is the key to resolving most problems. Find out your rights and responsibilities and try to resolve disputes with the property owner/manager directly. If this does not work, the RTA's free and impartial dispute resolution service may be able to help. If it remains unresolved, you may be able to take the matter to the Queensland Civil and Administrative Tribunal (QCAT).

### Extending your fixed term tenancy

If you want to stay on under a new fixed term agreement, and there are no changes other than the end date, you and the property owner/manager should sign a letter or statement that includes the new date.

If there are any changes to any of the terms of the agreement, the property owner/manager will need to prepare a new written tenancy agreement and you must both sign it before the old one ends. If there is a significant change (e.g. a rent increase you think is excessive) you can dispute it, but only after you've signed the new agreement. Note that the rent cannot be increased unless at least 6 months have passed since the last rent increase.

If the end date of a fixed term agreement goes by without any contact between you and the property owner/manager, it continues as a periodic agreement.

# Moving out

### Ending your fixed term or periodic agreement

You cannot move out at the end of a fixed term agreement without giving notice.

If you wish to leave you must give 14 days notice in writing. If the property manager/owner wants you to leave they must give you 2 months notice.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, fair wear and tear excepted.

Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

### Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner/manager for lost rent until another tenant can be found or the tenancy ends.

You may also be liable for other costs such as the cost of re-letting the property and advertising.

The property owner/manager must make an effort to limit your loss or expense. Visit our website for more details.

### Excessive hardship

If you experience excessive hardship and are unable to continue the tenancy, you can make an urgent application to QCAT to end the tenancy.

Examples of excessive hardship can include serious illness or loss of employment.

The person applying to QCAT will need to show evidence of their circumstances. QCAT may make orders regarding compensation to the property owner/manager and terminating the tenancy from an agreed date.

### Exit condition report

You must complete an *Exit condition report* (Form 14a). It shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your property owner/manager.

The property owner/manager must complete their side of the report, sign it and return a copy to you within 3 business days of receiving it.

### Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property owner/ manager for rent, damages or other costs.

You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund.

Bonds can only be refunded into Australian bank accounts.

If you and the property owner/manager agree on the refund amount

You and the property owner/manager must sign the *Refund of rental bond* (Form 4) and submit it to the RTA. The RTA will refund the bond as directed within a few days.

If you and the property owner/manager disagree You or the property owner/manager can submit a bond refund form.

Whoever lodged the form that is processed first (Party A) triggers the dispute process, and the other person (Party B) must dispute the claim to prevent payment.

The RTA will send Party B a Notice of claim and Party B can submit a Dispute resolution request (Form 16).

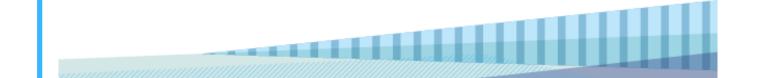
If the RTA does not receive a completed Form 16 from Party B within 14 days, the bond will be paid out, as directed on Party A's bond refund form.

If Party B does respond, the RTA's dispute resolution service will try to help resolve the disagreement. If agreement is reached, both parties sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, Party B can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged by Party B within 7 days, the RTA will pay the bond as directed on Party A's bond refund form.

More details on dispute resolution are available at rta.qld.gov.au and information about QCAT can be found at qcat.qld.gov.au.



# Domestic and Family Violence Support

### Domestic violence in a rental property

Domestic and family violence is any form of violence or abuse where the abusive person is a spouse (including de facto), an intimate or dating partner, a family member or an informal carer.

A person who suffers domestic violence in a rental property has rights under tenancy law, even if they are not named on the tenancy agreement. If someone in a rental property is experiencing domestic violence they can apply to QCAT to:

- end the tenancy agreement
- be listed as the tenant
- remove the name of the person who has committed an act of domestic violence from the tenancy agreement

 prevent their personal information being listed in a tenancy database where a breach of the agreement is a result of the actions of a person who has committed an act of domestic or family violence

Every person has a right to feel safe and live free from violence. If there is violence in your home, you may be able to apply for a domestic violence order (DVO).

Visit the Queensland Courts website courts.qld.gov.au for more information on domestic violence orders.

If you are affected by domestic and family violence and/or sexual abuse, you can contact any of the organisations below for free and confidential support and assistance.

### Contact information

#### Residential Tenancies Authority

w rta.qld.gov.au t 1300 366 311

Mon-Fri: 8.30am-5pm

#### Emergency

Police, firefighters or ambulance. t 000 (triple zero)

### Tenants Queensland

- w tenantsqld.org.au
- t 1300 744 263

#### National Relay Service

Assistance for deaf, hearing or speech impaired clients TTY or computer modern.

t 133 677

### Translating and Interpreting Service (TIS)

TIS will telephone the RTA for you at no extra cost. t 131 450

### Lifeline

Personal crisis support.

Anyone experiencing a personal crisis other than domestic and family violence, such as loss of a loved one, financial hardship or serious illness, can contact Lifeline for support and referrals to appropriate services. t 13 11 14

#### **DV** Connect

Domestic/family violence and crisis support.

w dvconnect.org

- t 1800 811 811 Womensline
- t 1800 600 636 Mensline
- t 1800 010 210 Sexual Assault Hotline

### Aboriginal Family Domestic Violence

Victims rights, counselling and financial assistance.

t 1800 019 123

# we're here to help

Call us 1300 366 311



Sign up for **news** and **useful information** about renting in Queensland **rta.qld.gov.au** 

Pocket guide for tenants - houses and units (Form 17a) Information Statemer Form 17a - v6 Dec18 Copyright @ Residential Tenancies Authority ISBN: 078-0-0586156-1-7

Coast2Bay Housing would like to take this opportunity to welcome you and wish you all the best during your tenancy.

If you require any further information or have any questions please don't hesitate to contact us on 1300 796 716 or email us admin@Coast2Bay.com.au Head Office (Sunshine Coast) PO Box 324 (Level 1, 52-64 Currie St) Nambour QLD 4560 Caboolture Office Suite 8/42-44 King Street, Caboolture Kingsgate Centre Office hours: Mon—Tues—Thurs—Fri 9 am—4pm Wed: 1pm—4pm (Sunshine Coast) Wed: Closed (Caboolture) Phone: 1300 796 716 Fax: (07) 5451 2909 Email: admin@coast2bay.com.au

COAST2BAY HOUSING GROUP