



## Tenant Liability Information Sheet

# Tenant Liability Information Sheet.

This Information sheet is to help all Rise Community Housing (RCH) tenants understand what tenant liability is and how it is managed.

This Information sheet also provides details of the support RCH can offer to tenants in managing tenant liability charges and debts.

## Document Definitions

**Tenant:** Where the word 'tenant' or 'tenants' is used in this information sheet, it refers to people living in an RCH managed property under a Residential Tenancy Agreement (Lease).

**Vacated Tenant:** This refers to tenants who have vacated RCH properties.

**Tenant Liability:** Money a tenant owes to RCH due to tenant damage and or funds not paid, ie: Rent, water accounts etc.

**Tenant Damage:** Tenants are responsible for any damage caused by them, their household, or any person visiting the premises. Tenants are also responsible for any costs incurred through missed contractor appointments that have been arranged with the tenant.

**Negligent:** Failure to care for the property adequately. This includes repairs needed because of inadequate cleaning or ventilation.

## Rise Community Housing's Commitment

Tenant liability can place a tenancy at risk. It is best to avoid tenant damage and reduce any tenant liability.

We will:

- Respond to tenant liability assessments in a fair, honest and transparent way.
- Provide information on agencies that can provide support to tenants in managing tenant liability, including financial advice.
- Allow a payment arrangement if RCH has charged tenant liability, and the tenant is eligible under RCH guidelines.
- Take action that is appropriate as defined under the Residential Tenancies Act 1987.



## Tenant Liability - Scope

Under the lease agreement, tenants have a responsibility to take care of their property and keep it clean and not cause damage to the premises, they are expected to hand it back in a similar condition to how it was when they first moved in (fair wear and tear excluded).

RCH will pass on the costs for repair, replacement or damage incurred at the property which is deemed to be tenant liability.

This includes things like:

- Broken windows or glass.
- Blocked sinks, drains or toilets caused by something other than normal sewage such as, oil, nappies, sanitary towels, hair, wet wipes, food etc.
- Holes in doors or walls inside the home.
- Burns or other damage to floor coverings, kitchen benches or other surfaces.
- Broken locks or replacement of keys (not resulting from fair wear and tear).
- Overgrown gardens and lawns.
- Chemical contamination.
- Damage to outside doors and security screens.
- Damage to water or gas pipes.
- Costs for end-of-tenancy repairs and services such as cleaning and rubbish removal and, charges incurred for missed appointments, false call outs or late cancellations.

# Responsibilities

## Tenant Responsibilities

Tenants should notify us within 5 business days of any tenant damage that occurs at their home. Tenants are responsible for rectifying any damage caused by either themselves or visitors they allow onto the property.

For damage that is urgent and or an emergency, tenants should contact us by calling our office during office hours or the On-Call number overnight or weekends.

If you are unable to contact us through this process, tenants can organize emergency make safe repairs themselves. Payments for any emergency make safe repairs will be discussed with tenant once the repair has been completed, we will not cover any repairs that are above a make safe requirement.

For non-urgent tenant liability repairs, we may complete the tenant liability repairs if the tenant has sufficient credit in their tenancy account to cover the cost of the repairs. A prepayment arrangement can be made if the tenant has insufficient funds, the repairs will then be completed when the required amount is reached.

If a tenant undertakes any non-urgent tenant liability repairs, they must ensure the work is completed by a suitably qualified professional. RCH will require certification certificates and invoices to confirm the work has been completed to the required standards.

If any repairs are not completed to the required standard, they will need to be rectified, RCH may engage their own contractor to correct any issues, this charge will then be tenant liability.



If the damage was the result of a crime and it has been reported to the police, tenants must within 3 days provide a police report number, and evidence to prove that the crime was committed by someone not connected to the tenant.

Tenants are expected to take reasonable steps to resolve any maintenance issues at their home. This includes but is not limited to;

- Checking power points and RCDs when there is no power; *Please call your housing officer for assistance to complete this.*
- Ensuring that the supply of gas or electricity remains connected to the property by having an active account with a supplier
- Checking that there are no outages in the area e.g. checking the Western Power or Water Corporation outages websites.
- Items are clean (e.g. stove top, ignitors, sliding door tracks).

If a tenant makes an appointment with an RCH maintenance contractor but does not keep the appointment or, cancels without a minimum of 24 hours' notice, or impedes the contractor's ability to complete the required repair (such as aggressive behaviour, unable to access the area etc) they may be on charged a call-out fee.

## **Rise Community Housing's Responsibilities**

RCH will assess all reports of tenant liability damage and seek further clarification from tenants and contractors to enable a full and proper assessment to be made regarding the damage, and confirm it is in fact tenant liability. Tenants will be informed of the outcome of that assessment and any actions and/or costs that they may incur.

In the case of an emergency repair, RCH will undertake repairs and then discuss the tenant liability charge with the tenant. In such instances, the tenant will be informed prior to the invoice being issued that the repair constitutes a tenant liability.

RCH will only repair tenant damage during a tenancy if the repairs are considered urgent or if the tenant has sufficient credit in their tenancy account to cover the cost of the repairs. RCH may permit a payment arrangement for repairs if the tenant has no arrears.

RCH will not charge for damage that is the result of a crime and or caused by a perpetrator of family and domestic violence which has been reported to the police, if RCH is satisfied that the crime was committed by someone not connected to the tenant and a police report number has been provided by the tenant.

When assessing if an item is to be charged as tenant liability, the RCH will ensure all facts about the tenancy are gathered, consulting with the tenant, support staff and Rise management for further input and will make reference to any special considerations which may be impacting a tenant's ability to control the damage and, therefore, the resulting repairs required and the apportioning of liability.

RCH may choose to absorb some or all of the tenant liability where the tenant is actively working with RCH to address and prevent further damage. The RCH will keep the tenant informed throughout the process to ensure a transparent and clear process.

## **Calculating Tenant Liability**

Where it has been established that damage at the property is the result of intentional damage or negligence by the tenant, RCH will determine the amount that the tenant is liable for. This will be based on contractor invoices, the age of the item and its status of life cycle. In determining tenant liability costs RCH will consider all remediation costs including labour, parts and GST.

Where RCH chooses not to replace an item like-for-like, the tenant liability cost will be calculated based on a like-for-like replacement, RCH will cover any differences in cost.

## **Fair wear and tear**

Tenants are not responsible for damage at the property that can be considered 'fair wear and tear'. Fair wear and tear is damage to the property including its fixtures and fittings, consistent with use over time rather than intentional or negligent damage. The Property Manager will make the final determination as to whether damage at the property is classified as tenant liability or fair wear and tear and will inform tenants of this decision and the rationale for reaching that conclusion.

## **Appealing a Decision**


If a tenant does not agree with any of RCH's decisions or actions, they can appeal against them under the Rise Community Housing Appeals Policy.

Tenants may choose to engage external legal support agencies to advocate in their appeal process, see below agencies

MIDLAS – 12 Old Great Northern Highway  
Midland, - 9250 2123

Circle Green Community Legal Services – 445  
Hay St Perth, - 6148 3636

If you have any questions with regards to this information sheet, please contact your Housing Officer.

 62743700 # 2

 [risenetwork.org.au](http://risenetwork.org.au)

 [communityhousing@risenetwork.com.au](mailto:communityhousing@risenetwork.com.au)