

Community Housing Policies 2021

Helping support Australians through offers of secure and affordable rental housing for people who have a housing need.



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Tenancy Management

Absence From Property

Overview

This policy explains our rules about tenants being away from their property.

Scope

This policy applies to all tenancies managed by Muslim Care

Approval for Absences

Tenants need our approval to be away from their home for more than 6 weeks, even if other household members will be staying in the home while they are away. Approval must be requested in writing. We may ask you to give us evidence to show why you will be away from your property.

We may approve an absence of up to 6 months if:

- The rent and water charges will continue to be paid.
- The property will be looked after.
- There are acceptable reasons for going away.

Some acceptable reasons for being away for up to 6 months are:

- Caring for sick/frail family members
- Hospitalisation, institutional care, nursing home care or rehabilitation
- Escaping domestic or family violence, harassment or threats of violence
- Assisting with immigration matters in the country of origin.
- Holidays.
- Employment, education or training.
- Going to prison. Note: If the reason for going to prison relates a breach of the Residential Tenancy Agreement, we may end the tenancy.

Repeat Absences

We will not approve absences of more than 12 months in total over a 5-year period.

If the tenant is going to be in prison for more than 6 months, we will ask the tenant to relinquish their tenancy. Our Eligibility (Tenancy Reinstatement) policy has more information about relinquishing tenancies and tenancy reinstatement.

If a tenant is going into a nursing home permanently, we will not approve a request for a repeated absence and will ask the tenant to relinquish their tenancy, or another eligible household member may want to apply for succession. Our Succession of Tenancy policy has more information about succession.

Transitional Tenancies

For transitional tenancies, where the maximum time a person can live in a property is generally limited under program guidelines, we will only approve an absence for up to 3 months during the period of transitional tenancy.

Delegations

A Team Leader can make decisions about absences for up to 3 months. Absences longer than 3 months must be approved by the Head of Region.

Rent and Other Charges

The rent and water charges or any debt owed must continue to be paid while the tenant is away. Rent and water charges will be the same during absences, unless we approve a reduced rent. More information about rent during approved absences can be found in our Rent policy.

We will continue to review rents during absences. Tenants are responsible for making sure that they provide income details when requested even if they are absent from their property.

Looking After the Tenancy While the Tenant is Away.

The tenant must nominate someone to act on their behalf while they are away.

The person must be over 18 years of age. The person that the tenant nominates must inspect the property regularly and maintain it to the standard stated in the Residential Tenancy Agreement.

If the person nominated isn't already an authorised household member and wants to live in the property while the tenant is away, they must apply to be an additional occupant. More information can be found in our Occupancy policy.

If the tenant is going to be away for more than 3 months, we will ask them to nominate a second person to contact about their tenancy.

Extended Absence Without Approval

If we find that a tenant has been away from their home for more than 6 weeks without requesting approval or has stayed away longer than the time we have approved, we will try to contact the tenant. In these situations, we might:

- Charge the tenant market rent from the time they left/we were notified, or from the date the approval expired, and
- End the tenancy under the Residential Tenancies Act 2010.

Relevant legislation, regulation and standards

- Residential Tenancies Act 2010 (NSW)

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Policy Information

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Responsible team/position: General Manager,
Customers & Communities

Affordable Housing

Overview

This policy explains how we will manage affordable housing and meet our responsibilities under law, other rules and our agreements.

Scope

This policy applies to Muslim Care

Definitions

- Affordable Housing:

Affordable housing is housing for people on very low to moderate income, who earn at least some of their income from regular paid employment.

- Market Rent:

Market rent is the rent that would be charged for the property if the rent wasn't discounted.

Guiding Principles

We will manage our affordable housing in line with the following laws, guidelines and agreements:

- Residential Tenancies Act 2010 (NSW)
- NSW Affordable Housing Ministerial Guidelines
- National Rental Affordability Scheme (NRAS) Policy Guidelines and rules
- Our agreements with the owners of affordable housing such as councils and developers
- Contractual requirements

Purpose

Affordable Housing is designed to provide an option for Applicants who derive some income from employment but earn too much to qualify for Social Housing.

Affordable Housing is not offered as a long-term housing solution but is designed to meet the short to medium-term housing requirements for those most in need, that do not have assets or other means to resolve their own housing requirements in the private rental market.

The aim of the program is to relieve immediate rental stress and support households in the direction of income growth, towards private housing options or home ownership in the future.

Eligibility

Each affordable housing program has rules that applicants need to meet to be eligible. The rules are different for each program.

All applicants must:

- Be an Australian citizen or permanent resident
- Be a resident in New South Wales.
- Prove their identity
- Be able to meet their responsibilities as a tenant, with or without support.
- Be paying back any money that they owe to Housing NSW or a community housing provider
- Usually, be 18 years of age or older.
- Earn at least some income from regular paid employment.

Income Limits

A household's gross income must be equal to, or below, the moderate income level for the household type. These are different for each program and are reviewed each year. For more information, refer to the NSW Affordable Housing Ministerial Guidelines.

An applicant's income must be enough to ensure that rent is affordable.

Assets

Applicants or household members cannot have assets that could help resolve their own housing needs. This includes a large amount of savings, property, shares or investments. This does not stop people from saving a deposit for a home.

In some circumstances, for customers who have disclosed assets that may resolve their own housing need, we may offer an initial lease of 6-months. This is assessed on a case-by-case basis and determined by the level of the household requirements and need at the time of applying for housing. At the end of the initial lease term, the household must demonstrate what they have achieved in line with the purpose of the program to be considered for a further and final 6-month lease.

Housing Need

Applicants must show they need housing and cannot resolve their own housing needs without help.

Other Requirements

Other rules may apply depending on the program. We will let people who are applying for housing know which rules apply.

These may include:

- Connection to the area: Applicants might need to show that they have a connection to the area where the housing is. This may include family, social supports, education, training, or work in the area.

- Current housing arrangements: People that currently live in social or affordable housing or have lived in affordable housing in the past are not eligible for some programs.
- Current employment: There may be rules which prevent our employees, employees of the property owners, and their families from applying for housing. For properties that we own, or programs that allow employees to be housed, we may offer housing to employees if they meet the eligibility rules and if it is approved by our CEO.

Assessment of Applications

We will look at information given to us to work out if a person is eligible for housing. If an application is missing information, we will contact the person and tell them what they need to give us to complete their application and by when. We cannot look at an application until we have all the information we need. If we do not receive all of the information by the date given, we will close the application.

If someone gives us information that is not true or correct that could impact their eligibility, we will take them off our waiting list and tell them why.

The information and evidence submitted with the application should outline why the Affordable Housing Program will be of benefit to the household based on the purpose of the program.

Waiting Lists

We will keep a waiting list of people who are eligible. We will tell people if we add them to our waiting list. We will manage our waiting list in line with the rules for each program.

We may ask people on the waiting list to update their details from time to time. They may also need to reapply after some time depending on the program rules.

In some circumstances, we may contact people from the NSW Housing Register to see if they are interested in affordable housing.

Allocations to Vacant Properties

We will allocate properties to people who meet the rules for each program.

We need to make sure that the programs can keep operating and that tenants can afford their rent. To do this, we will work out whether a person can pay the rent before we offer them housing.

For some programs, we will allocate affordable housing properties to people who are on the NSW Housing Register.

Property Offers

When we make an offer, we will;

- Make sure that the type and location of the property meets their needs. We will use information that people give us to work out if a property is suitable.
- Give people 24 hours to think about an offer
- Explain the lease term, continued eligibility requirements and any specific property information.
- Explain their options.
- Tell people about the rules which apply to the property.
- Tell the applicants from the NSW Housing Register that:
 - i. If they accept the property, their social housing application will be closed.
 - ii. If they decline the property, it will not be classified as an offer.

Start of Tenancy

When a person accepts an offer, we will ask them to sign a tenancy agreement. The initial tenancy agreement will last for 3-12 months with the maximum lease tenure dependent on the program guidelines. The person must sign a tenancy agreement within 3 business days of accepting the offer unless we agree otherwise.

Before a lease agreement will be arranged, the person will need to be able to pay 2 weeks rent and, in most cases, 4 weeks' bond when they sign their tenancy agreement. Bonds will be managed in line with our legal duties. In some circumstances the Team Leader, Affordable Housing, may accept that a bond will not be paid.

Rent

Rent is usually 74.9% of the market rent.

However, people who are allocated affordable housing from the NSW Housing Register will pay 25-30% of assessable income (depending on the program), plus all of the Commonwealth Rent Assistance they are entitled to receive (as per the Community Housing Rent policy), capped at 74.9% of the market rent. Family Tax Benefit, Youth Allowance and other forms of income will be charged at the rates set out in the Community Housing Rent Policy.

We will tell people the percentage of rent they have to pay when we offer them a property. Tenants can pay rent each week or fortnight, as long as it is paid on time.

During the Tenancy

- Review of market rent;
We will look at the market rent every year and any

other time required by the rules. If the market rent is going to change, we will tell our tenants in line with our legal duties.

Continued Eligibility

To remain in affordable housing, households must continue to meet the eligibility criteria which includes demonstrating an ongoing housing need. That is, Applicants or household members cannot have assets that could help resolve their own housing requirements.

Each program has different rules that tenants need to meet to be able to keep living in the property. The rules also say the maximum time that a person can live in a property.

We will look at a tenant's situation before their tenancy agreement ends and work out whether they can keep living in the property. This will include asking the tenant to provide current proof of the household income and evidence of what they have achieved towards resolving their own housing need.

If a tenant meets the rules, we may sign a new tenancy agreement with them.

If a tenant is no longer eligible for the program, we will explain their options to them and may end their tenancy as per the Residential Tenancies Act

If an affordable housing tenant wants to apply for social housing, they must follow the normal Housing Pathways application process.

Mutual Exchange and Transfers

Tenants can apply for a transfer to other affordable housing properties if they meet the rules for that program. Tenants will need to submit a new application and provide current supporting documentation if they want to be considered for a transfer to another affordable housing program. We will manage transfers using the rules for each program. This will be treated as a new application.

Mutual exchange is not allowed.

Additional Household Members

Tenants must ask for approval in writing if they want someone else to live in the property.

When we receive a request for someone else to live in the property, we will look at:

- Whether the household will still meet the rules for the program.
- Whether the property is suitable.

Succession

If the tenant leaves the property, household members cannot apply for succession but can apply

for affordable housing if they meet the rules for the program. If eligible, the household member may be able to remain in the same property.

Ending a Tenancy

We might end a tenancy if a tenant:

- Breaks the rules of their tenancy agreement
- No longer eligible for the program

If we are going to end a tenancy, we will make sure that we meet our legal duties.

A tenant can end their tenancy agreement by telling us in writing and giving us the amount of notice needed by law.

End of Tenancy Charges, Debt and Rent Arrears

If a tenant leaves and owes us money, we will make a claim against their bond. We may apply for an order from the NSW Civil and Administrative Tribunal (NCAT)

- If the tenant disagrees with the claim for the bond
- If the money the tenant owes us is more than the bond
- If the amount owed exceeds the bond amount by \$500 or more

If the amount owing is more than the limit for the NCAT, we might take other legal action to get the money back (e.g. local court)

Appeals and Complaints

Applicants or tenants can appeal decisions or make a complaint. Read our Appeals Policy or Complaints Policy for more information.

If a person is still not happy with our decision about their appeal, they may be able to lodge an appeal with the Housing Appeals Committee (HAC) to look at our decision. An appeal with HAC should be made within 3 months of our decision. A person should contact HAC to seek advice on what they may appeal.

Relevant Laws, Regulations or Standards

- NSW Affordable Housing Ministerial Guidelines
- National Rental Affordability Scheme (NRAS) Policy and Guidelines
- Anti-Discrimination Act 1977 (NSW)
- Residential Tenancies Act 2010 (NSW)

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Allocations

Overview

This policy explains how we will allocate properties that we manage and meet our contractual and legal duties.

Scope

This policy applies to properties managed by Muslim Care. Allocation of affordable housing is not covered in this policy. Affordable housing allocations can be found in our Affordable Housing policy.

Purpose

The purpose of this policy is to:

- Make sure that all eligible people have equal access to housing
- Maintain a fair, needs based allocations process and non-judgemental attitude to all customers
- Make sure that individuals are not discriminated against
- Provide an open and transparent allocations process
- Meet our funding commitments, as well as legal and regulatory requirements for all housing programs
- Coordinate access to social housing through Housing Pathways
- Make the most of housing resources
- Meet our aim of housing at least 2 Aboriginal and Torres Strait Islander people per month

Housing Allocations

General housing will be allocated to eligible people from the NSW Housing Register in accordance with Housing Pathways policies. The register includes new applicants for social housing and tenants who have been approved for transfer from both Department of Communities and Justice and participating social housing providers. Generally, allocations will be made according to priority, date of application and the suitability of the property available, although on occasions we may provide out of turn housing to a person in order to meet another purpose, such as:

- To a customer receiving either the Department of Communities and Justice Private Rental Subsidy or Rent Choice Assist Subsidy; or
- A non-standard allocation

Non-Standard Allocations

In some circumstances, we may make non-standard allocations to fill vacant properties.

A non-standard allocation is when an applicant is selected from the NSW Housing Register that may not have the highest priority.

We may make non-standard allocations in the following situations:

- To meet the needs of someone who is at serious risk or in imminent danger
- For an urgent transfer approved for escalation, including tenants being relocated for management purposes
- For a person with specific needs e.g. if they need a specific location or property
- To meet internal or contracted strategic objectives
- For nominations from support agencies
- When we have a property that is difficult to allocate

We may also make a non-standard allocation to proactively improve access to social housing for Aboriginal and Torres Strait Islander people and increase the percentage of Aboriginal and Torres Strait Islander people that we house. We will aim to house at least 2 Aboriginal and Torres Strait Islander people per month.

Reasons for non-standard allocations must be supported by evidence and documented.

Applicants for a non-standard allocation can only be approved by a Head of Region or higher including where those approvals are made in advance of a specific property being available.

Once a non-standard allocation is approved, a Team Leader can approve allocation to a specific property.

Housing Registerable Persons

We will comply with the Social Housing Assistance Policy for Registerable Persons.

Supported Housing Programs and Transitional Housing

Supported housing is where a tenant living in a property that we manage receives formal support from one or more services to help them maintain their tenancy and be able to live independently.

Transitional housing are short term tenancies, generally up to 18 months, where tenants do not have to be on the NSW Housing Register and are instead nominated by a preferred support provider.

For supported housing and transitional properties, our partner support agencies will nominate potential tenants who are linked with support and have an active application on the NSW Housing Register (unless the program specifically exempts applicants from meeting Housing Pathways eligibility). We will meet the policies/guidelines for the specific program and any service agreements when making these allocations.

Specialist Disability Accommodation (SDA)

We manage a portfolio of SDA properties in partnership with licensed disability support providers. Each person living in these properties must be a current participant under the National Disability Insurance Scheme, be approved to live the relevant SDA building category and have sufficient SDA funds included in their support package.

Allocations and vacancies will be managed in accordance with the service agreement between us and the support provider.

Properties with Specific Features

- Modified Properties;

We will only allocate properties that have been modified for people with a disability to people with a demonstrated need for these features, unless these properties are readily available or have been vacant for a long time.

The person or their household member must have documentation from a medical professional or allied health care worker that supports their need for a property with modifications and the modifications must meet the needs of the person or their household.

- Ground Floor Properties;

We will only allocate ground floor properties or properties with level access to applicants/a household with a demonstrated need for this feature, unless these properties are readily available or have been vacant for a long time.

The applicant/household member must have documentation from a medical practitioner or allied health care worker? – consistency which supports their need for a ground floor or level access property. Ground floor properties or properties with level access will also be targeted to seniors where appropriate, to allow seniors to age in their home.

- Properties with Sustainability Performance Ratings; Tenants housed in properties with energy efficiency measures and/or which are designed to meet high performance sustainability ratings may not be allowed to make alterations to the property such as installing air conditioning or heating.

These properties will only be allocated to suitable applicants. Applicants will be told about any restrictions when they are offered and allocated the property.

Local Allocation Strategies

There may be times when we develop a local strategy for allocations in a particular area or estate. These strategies may be implemented for vacancies when:

- There is high concentration of community and/or public housing
- There is a high concentration of tenants with multiple health, social or economic issues
- There are existing tenancy management issues or a potential for them to develop
- There are existing issues which will be made worse if we do not carefully manage allocations
- There is a mismatch of supply and demand making the property hard to let

Properties with Planning Restrictions.

Some of our properties may need to meet certain planning criteria or policies. We will make sure that we consider any relevant planning criteria or policies when we are allocating properties that we manage. Examples of such properties include:

State Environmental Planning Policy 2004 (SEPP)

Housing for seniors or people with a disability:

- Seniors (people who are aged 55 years or older or 45 years or older for Aboriginal and Torres Straight Islanders)
- People who have a disability as defined under the SEPP, that is: people of any age who have, either permanently or for an extended period, one or more impairments, limitations or activity restrictions that substantially affect their capacity to participate in everyday life.
- A person whose partner (married or de facto) is a senior or is a person with a disability as defined under the SEPP

Pensioner Properties

Public Housing for Pensioners:

- Seniors (people who are aged 55 years or older or 45 years or older for Aboriginal and Torres Straight Islanders)

Public Housing Senior Communities

Public housing specifically for older people:

- Seniors (people who are aged 55 years or older or 45 years or older for Aboriginal and Torres Straight Islanders)
- Two-person adult households (where at least one person is aged 55 years or older or 45 years or older for Aboriginal and Torres Straight Islanders)

In some circumstances, we may make a non-standard allocation to fill vacant properties that have certain planning or policy criteria. These allocations will be managed in accordance with our Non-Standard Allocations.

Entitlements

We will offer and allocate properties that are suitable for the person and their current household

members. We will allocate properties to people based on the minimum bedroom entitlements and allocating bedrooms for children shown in the

tables below. The General Manager, Customers and Communities, may approve other allocations at their discretion.

Minimum Bedroom Entitlements

Household Composition	Minimum Bedrooms
Single person	Studio/One bedroom
Couple	One bedroom
Single person or couple with one other household member	Two bedrooms
Single person or couple with two other household members	Two bedrooms
Single person or couple with three other household members	Three bedrooms
Single person or couple with four other household members	Three bedrooms
Single person or couple with five or more other household members	Four bedrooms

Notes: We don't provide additional bedroom for specific cultural groups. We will consider requests for additional bedrooms due to ongoing medical reasons or disability on a case by case basis. These requests must be supported by appropriate medical documentation.

Allocating Bedrooms For Children

Situation	How we allocate bedrooms
Children 18 years of age or older	Children 18 years of age or older are considered adults when determining the bedroom entitlement
Children of the same sex who are under 18 years of age	Children of the same sex who are under 18 years of age are expected to share a bedroom
Male and female children who are under 18 years of age	Male and female children are expected to share a bedroom until one of the children reaches 10 years of age
Children under the age of 2	We will not allocate an additional bedroom for a child under the age of 2
Children who may need a separate bedroom in 2-3 years' time	We will, where possible, consider the current circumstances and future needs of children when allocating a property. Decisions regarding future needs will be made on a case by case basis according to the size and type of housing that is available in the area.
Children with special needs	We will allocate an additional bedroom where the tenant/ applicant can demonstrate a need for same sex children or children under the age of 10 to have separate bedrooms.
Shared custody/access visits from children	We will consider the children to be part of the household if they stay for 3 days or more per week. Formal documented evidence is required.

Offers of Housing

Applicants, including transfer applicants, will be offered 2 reasonable offers of housing. Allocations are made based on information provided by the applicant/tenant. If there is evidence of false or misleading information provided by the applicant/

tenant, we may withdraw the offer of housing.

In allocating properties, we will consider the information the applicant has provided and the property elements to make sure that the property is suitable.

Through this process, we will make sure that:

- The property being offered is appropriate for the person’s current household needs
- There won’t be under or over-occupancy
- The property location matches the applicant’s needs
- The property type will not have a negative impact on a person’s health or disability
- We do not think that the neighbourhood will have a negative impact on the new tenant’s well-being; and the new tenant will not have a negative impact on the neighbours.
- We document any reasons for not allocating a property to an individual and we review the information before making a final decision

An offer is not reasonable if the property:

- Has a negative impact a medical condition or disability of an applicant or their household or makes it harder for them to stabilise or improve their condition
- Places the applicant or their household in an area that will put them at risk
- Makes it difficult for the applicants or their household to remain together If an applicant does not accept an offer:
 - a. We will send a letter requesting the reasons for rejection and for any supporting documentation to be provided to us within the 28-day timeframe
- We will consider the information and decide whether the applicant’s response is:
 - a. A rejection and considered to be a reasonable offer, this will count towards the number of offers an applicant is entitled to receive; or
 - b. A rejection of an unreasonable offer and should be withdrawn as the offer did not meet their needs; and
- We will respond in writing to the applicant

advising the outcome of the review.

- Rejections of offers will be managed in accordance with Muslim Care and housing pathways policies.

The applicant can expect us to:

- Confirm the applicant’s current situation to make sure that the offer meets the applicant’s needs.
- Inform them about information and documentation they need to provide before any offers are made, especially if the applicant specifies a particular type of dwelling or location
- Determine if the applicant has any support needs and decide if offer is appropriate.
- Promote stable communities and sustainable tenancies.
- Offer the property to the applicant/tenant once a suitable match has been identified.
- Explain the offer policy, the options available and what will happen when an offer is accepted, rejected or withdrawn along with the timeframes for responding to offers of housing.
- Make up to two offers of reasonable of housing.
- Give the applicant 24 hours to consider an offer.
- Encourage the applicant to accept the first reasonable offer and explain what happens if the offer is rejected.
- Understand that an applicant has a right to reject an offer of housing without being penalised and to appeal an offer if they think it wasn’t reasonable.
- Consider requests for modifications to properties as required and in accordance with our Modification of Properties Policy.
- Disclose any known material facts when offering a property as required by the Residential Tenancies Act 2010.
- Withdraw an offer if it is not reasonable.

Criteria for Accepting, Rejecting and Withdrawing Housing Offers / Suspending Applications

Situation	How we allocate bedrooms
Offer accepted	This Person has accepted the property and must sign a tenancy within 3 business days.
Offer is rejected and is considered to be reasonable offer	The offer of housing meets the matching requirements and: <ul style="list-style-type: none"> • There are no grounds for suspending the person’s NSW housing register application. • The person did not provide any new, substantiated information to us about their needs within the required timeframe • The person has declined the offer for a reason that we consider to be a personal preference because it does not directly impact on the person’s housing needs. Common examples include: <ul style="list-style-type: none"> i. Wanting a brick property ii. Wanting floorboards or tiles or vinyl instead of

	<p>carpet</p> <ul style="list-style-type: none"> iii. Wanting gas rather than electricity iiii. Not liking the neighbourhood v. Not liking the cladding, internal or external layout, design, or colour scheme of the property vi. Wanting a bath rather than a shower vii. Wanting a different suburb (where the need for a particular suburb has not been established) viii. Wanting a specific street ix. Wanting to live near shops, family, school, church (where the need for a specific location has not been established) x. Wanting a different type of property (house, townhouse, villa or unit) xi. Wanting to live on a specific floor of a block of units <ul style="list-style-type: none"> • Wanting only a senior communities' property <ul style="list-style-type: none"> i. Wanting us to match them to a property based on their pet's needs • The person has declined the offer due to not liking, or being unwilling to accept, our requirements or the requirements of the type of the housing program, for example: <ul style="list-style-type: none"> i. The type or length of lease we offer ii. The need to pay rent in advance and/or bond at sign up (if relevant) iii. Any additional terms attached to the Residential Tenancy Agreement.
<p>Offer withdrawn</p>	<ul style="list-style-type: none"> • The person didn't accept the property and we have decided that the person's decision is valid because, based on information provided by the person, the property did not meet their needs. Such information may include a letter and supporting documents explaining their reasons for declining an offer and supplying relevant supporting documentation such as a: <ul style="list-style-type: none"> - Medical Supplement Form - Letter from their doctor or health care provider - Letter from their support provider - Letter from their employer • We offered the property but we now need it for a person with more urgent need. • We matched the applicant to the property but did not provide the details to the person because the person's needs or circumstances had changed. • We matched the person to the property but did not provide the details to the person because they did not meet the eligibility criteria. • The person decided not to accept an offer of a bedsitter, high rise or senior communities' property. We will change Pathways records to show that the person should not be offered this type of property again. • The person rejected the offer because of material facts about the property that we disclosed under the Residential Tenancies Act 2010 (NSW). Note: Only material facts relating to Residential Tenancies Regulation 2019 clause 8(1)(a) - (e) and (j) will be considered valid for withdrawal of an offer. Rejection of offers based on material facts relating to clause 8(1)(f)- (i) will be considered on case by case basis by the Head of Region. • The person rejected the offer because there has been a death by suicide in the property
<p>Application suspended</p>	<p>The person provided information demonstrating that they are temporarily in a situation where they are unable to accept an offer due to circumstances beyond their control. These circumstances include, but are not limited to, situations where the person:</p> <ul style="list-style-type: none"> • Is experiencing illness or is in hospital. • Is overseas or on holidays. • Cannot terminate a residential tenancy agreement. • Is in prison

Once a decision is made, the offer and the outcome will be updated on the NSW Housing Register using the Housing Pathways process.

Relevant legislation, regulations or standards

- Residential Tenancies Act 2010 (NSW)
- Residential Tenancies Regulation 2019 (NSW)
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (SEPP)

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Last Reviewed: 03/06/2021

Review frequency: 24 months

Responsible team/position: General Manager, Customers & Communities

Alterations To Properties

Overview

This policy explains what alterations are, how tenants can apply for permission to alter their property and how we manage requests for alterations.

Scope

This policy applies to all properties managed by Muslim Care.

This policy does not cover modifications. Modifications are changes that we make to a property because an applicant, tenant or household member has an identified need which means their current property is no longer suitable. Refer to our Modifications policy for more information.

Definitions

- Alterations:

Alterations are works and improvements to a property that are done by a tenant at their expense.

- Swimming pool:

A swimming pool is any excavation, structure or vessel which can be filled with water to a depth of more than 300 millimetres (30 centimetres), that is used for swimming, wading, paddling or any other water activity. Swimming pools include inflatable and/or portable pools and spa pools.

Types of Alterations

The following are some examples of alterations:

- Internal or external structural changes
- Painting
- Cable/pay television, satellite dishes and antennas
- Ducted air conditioning

- Air conditioners, heaters and other fixed appliances
- Security shutters and screens on windows and doors inside and outside the property
- Built-in cupboards and wardrobes
- Carpet, floor and wall tiles
- Floor coverings including timber boarding and vinyl tiles/sheeting
- Pergolas, fences, gazebos
- Kitchen and bathroom renovations and alterations including taps, switches and lighting
- Sheds
- Picture hooks
- Windows blinds and curtains
- Skylights
- Landscaping
- Carports, garages, driveways and paving
- Rainwater tanks
- Built in appliances that involve modifications or adjustments to the property and/or its fixtures
- Light fittings
- Security alarm systems
- Security cameras
- Reconfiguration of rooms and property layouts

Requesting Permission to Make Alterations

Tenants who want to make any alterations to their property must ask us for approval before any work commences. Tenants can ask for approval by completing an Alterations Request and submitting any supporting documentation, quotes, drawings and photographs.

Tenants may install a few picture hooks and make minor changes to gardens without getting approval from us.

For safety reasons, we do not allow our tenants to have or install swimming pools in our properties.

Assessing Requests to Make Alterations

We will respond to all Alterations Requests within 28 days. If there is a reason why a decision cannot be made within 28 days, the Asset Officer will advise the tenant of the reasons for the delay and the expected timeframe for us to make a decision.

When assessing requests, we will consider the following factors:

- Safety of our tenant and their household
- Suitability of the property
- Whether we own, lease or manage the property
- Any program, contractual, regulatory or environmental standards, restrictions or rules that apply to the property (for example, tenants may not be allowed to install air conditioning or heating at the premises)
- Whether the tenant has, or can get, the necessary approvals from the relevant local

council, strata and the owner of the property (if applicable)

- Whether the works will meet all relevant standards
- Whether the alterations can be satisfactorily removed at the end of the tenancy
- Whether the contractor that will be engaged by the tenant has all relevant insurances and has provided relevant safe working method statements in accordance with current work health and safety requirements
- Any relevant privacy issues

Once a decision has been reached, our Asset Officer will advise the tenant of the outcome in writing. If we decline a tenant's request, the letter will also advise the tenant of their right to appeal.

Decisions regarding installation of security cameras will be made on a case by case basis and will take into consideration the privacy of neighbours and any other relevant factors.

We may approve an application from a tenant to install security cameras if:

- The security camera will be installed on the tenant's property
- The camera will not face a neighbouring property or any common areas
- The camera will not be in breach of any relevant laws or regulations

We may also approve installation of security cameras if there are legitimate concerns for personal safety and these concerns can be substantiated (e.g. domestic violence, harassment), or on advice from police.

The number of cameras approved will depend on the size and type of property.

Conditions for Approval

Before we approve a request for alterations, the tenant must agree to being responsible for:

- Any costs associated with the alteration, including
 - i. The cost of subscribing to any required services e.g. pay television.
 - ii. The cost of installation, connection, disconnection and ongoing maintenance relating to the alteration.
- Repairing any damage that is caused to the property because of the alteration.
- Compliance and any ongoing compliance requirements
- Removing any alterations when they move out and restoring any damage caused to the property from removal of the alteration.
- Paying for the costs of our contractors to

remove any alterations and return the property to its pre-altered state, fair wear and tear excepted.

Unauthorised Alterations

If the tenant has altered the property without our approval, we will ask them to submit an Alterations Request or remove the alteration and return the property to its original state.

If an Alterations Request is submitted, we will then assess the request as normal and advise the tenant of the outcome.

If we refuse their alterations request, we will give the tenant a reasonable amount of time to remove the alteration and fix any damage caused. If the tenant does not remove the alteration and fix the damage caused, we will apply to the tenancy tribunal to have the matter resolved.

If a swimming pool has been installed, we will immediately ask the tenant to remove it. If the tenant doesn't remove the swimming pool within the timeframe given, we will apply to the tenancy tribunal for an order to have the swimming pool removed.

Relevant Legislation

- Residential Tenancies Act 2010 (NSW)
- Swimming Pools Act 1992 (NSW)

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Responsible team/position: Customers and Communities



Arrears and Debt Management

Overview

This policy outlines how we manage tenant debt and arrears.

Scope

This policy applies to all tenancies managed by Muslim Care

Purpose

The purpose of this policy is to:

- Have an effective rent arrears and debt management process
- Minimise terminations resulting from unpaid arrears and debts, help our tenants to keep their tenancy and prevent homelessness.
- Make sure that we collect money that is owed to us

Definitions

- Arrears:

Arrears are rent that is unpaid and overdue.

- Debt:

Debt is any amount that is unpaid and may result from water charges, tenant charges, or rent arrears/end of tenancy charges from a former tenancy.

Guiding Principles

We will:

- Meet our legal duties
- Address any issues early to keep arrears and debt at a minimum and prevent tenancies from being terminated
- Work with tenants who have property care issues to reduce the amount of charges they will have to pay
- Tell our tenants about their legal responsibilities relating to rent, rent arrears and debt
- Work with our tenancy specialists or other support services to help tenants who are experiencing financial difficulties

Managing Rent Arrears and Debt of Current Tenants

When we begin a tenancy, we will tell the tenant about their rent and other charges they need to pay such as water charges, and will help them to set up payments so that their rent is paid on time.

We will monitor tenant accounts. When a rent account falls into arrears or water charges and/or debts remain unpaid, we will contact the tenant to try to resolve the issue and to prevent arrears/debts from becoming large, unmanageable amounts.

We may use different strategies when dealing with rent arrears and debt. Depending on the circumstances of the individual tenant, these strategies may include:

- Requesting a lump sum payment
- Negotiating an affordable repayment agreement
- Referring the tenant to our Support Coordination team or external support or financial counselling services and follow up/ increased communication to monitor the tenant's situation after a referral.
- Applying for a Specific Performance Order (SPO) through the NSW Civil and Administrative Tribunal (the tenancy tribunal) where arrears have remained unpaid for more than 14 days.
- Applying for an order for compensation or a SPO from the tenancy tribunal for all unpaid water charges and debt.
- Terminating a tenancy where we have tried all other options and the rent or debt remains unpaid. We will issue a Notice of Termination

when rent is unpaid for 14 days or more.

Managing Rent Arrears and Debt of Former Tenants

We will manage any arrears/debt outstanding at the end of tenancy using our End of Tenancy policy. We will work with former tenants to ensure that debts are repaid. If the debt remains unpaid, further action may be taken through the Local Court to recover the money owed.

Repayment Agreements

Tenants must enter into arrangements to pay debts relating to their current or past tenancies with us. A minimum weekly repayment amount will be determined based on the tenant's gross household income.

Appealing Decisions or Actions

Tenants can appeal the amount owed in accordance with the Tenant Charges and Rent policies. NCAT may also hear some matters relating to rent arrears and debt.

Relevant legislation, regulation and standards

- Residential Tenancies Act 2010 (NSW)

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Responsible team/position: Customers and Communities

Care and Protection of Children and Young People

Overview

This policy explains how we will work with families where there are concerns about the safety and protection of children or young people.

Scope

This policy applies to all tenancies managed by Muslim Care

Definitions

- Child:

A child is a person under 16 years of age.

- Mandatory Reporters:

Mandatory reporters are people who are required by law to report to Family and Community Services if they suspect that a child or young person is at risk of significant harm.

- Risk of Significant Harm:

A child or young person is 'at risk of significant harm' if there are current concerns for their

safety, welfare or well-being because of any of the following:

- Physical abuse
- Sexual abuse
- Psychological abuse
- Neglect
- Exposure to domestic violence
- Substance abuse by their parents/carers
- Concerns for the mental health of their parents/carers

- Young person:

A young person is a person who is between 16 and 18 years of age.

Guiding Principles

We will:

- Make sure that their safety, welfare and well-being of children and young people are protected.
- Refer families and individuals that need help to agencies or services that can support them.
- Protect children and young people suspected to be at risk of significant harm by:
 - Looking for signs of abuse and neglect
 - Reporting suspected cases of significant harm as required by law
 - Giving appropriate and secure housing to children, young people and their families.

We support the principles of the 'Keep them Safe' approach to child protection.

Rights and Responsibilities

- Children and Young People;

Children and young people have the right to:

- Be safe
- Be respected and listened to
- Be helped as needed
- Be referred to other people who can help them if needed.

Our Role

As a community housing provider, we are prescribed body under relevant laws.

As a prescribed body, we working partnership with government and non-government agencies such as the Department of Family and Community Services (FACS), NSW Health and the Police to promote a safe and nurturing environment for children and young persons.

We will make sure that:

- Our employees who work with customers attend training and regular updates about mandatory reporting and are aware of their role and responsibilities as a mandatory reporter.
- Our employees can refer people to agencies or services that can help families and young

people.

- We have systems and procedures to help our employees to make reports, and to help children and young people who are at risk of significant harm.
- We exchange information about the safety, welfare and well-being of a child or young person with other prescribed bodies as required and permitted by law.

Relevant Laws, Regulations and Standards

- Children and Young Persons (Care and Protection) Act 1998 (NSW)
- Privacy Act 1988 (Cth)
- NSW Government: Keep Them Safe

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Policy Information

Version: 2

Reviewed: 03/06/2021

Review Frequency: 24 months

Financial Hardship – Coronavirus (COVID-19) measures

Overview

This policy outlines how we will assist tenant who are experiencing financial hardship due to the global health crisis related to COVID-19 (Coronavirus).

Scope

This policy applies to tenancies managed by Muslim Care

Definition

- Financial Hardship:

Financial hardship is when a person wants to pay for their rent, debts and other living expenses on time but is unable to. Financial hardship may be short term or long term and may be caused by factors such as unemployment, health issues or sudden major expenses.

Guiding Principles

We recognise that the impacts of the global health crisis related to Coronavirus are widespread and that stable housing is particularly important at this time.

We will:

- Treat tenants who are experiencing financial hardship with sensitivity.
- Deal with each situation on a case by case basis
- Help tenants who are currently experiencing, or may in the future experience, financial hardship.
- Work with tenants to help them to maintain their tenancy.

Our Response to Financial Hardship

Tenants should speak to their Tenancy Manager or Income Recovery Officer if they are having difficulties paying their rent or other charges or are experiencing financial hardship due to the impacts of Coronavirus.

Social Housing

If our tenants or their household members have changes to their income, we will work with them to reassess their rent and adjust their rent payments as soon as possible. We will reassess rents as soon as possible and rent amounts will be backdated to the date when we were advised about the change in circumstances.

Where tenants and household members receive the Coronavirus Supplement and Economic Support Payments from the Australian Government, this will not be included as assessable income when we work out the rent amount.

Affordable Housing

If our tenants or their household members have changes to their income due to Coronavirus and are having difficulties paying their rent, we will work with them to make suitable, flexible payment arrangements for rent, debt and other charges. Tenants should contact their Tenancy Manager as soon as possible to discuss their situation.

Other Assistance

Tenants and household members affected by Coronavirus may be able to access financial assistance from the Australian Government. Those affected should contact Centrelink directly on 132 850.

If tenants have paid water or rent in advance, they can contact their Tenancy Manager to access refund amounts that are paid in advance. The Residential Tenancy Agreement requires a tenant's rents to be paid up to date, so refunds can only be given where rent and other charges are paid in advance.

Charitable organisations such as Muslim Care may be able to provide other forms of assistance, such as food vouchers or food banks, to people who are experiencing financial hardship.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Domestic and Family Violence

Overview

This policy explains how we will help people who are experiencing domestic and family violence

Scope

This policy applies to all tenancies managed by Muslim Care

Definitions

- Domestic and Family Violence:

Domestic and family violence is behaviour that is violent, threatening, controlling, and makes someone live in fear and the people involved are in, or have been in a domestic relationship. It can include:

- Increasing levels of abuse and violence
- Intimidation
- Physical abuse
- Sexual assault
- Verbal abuse and/ or threats
- Harassment and stalking including communication offences such as harassment via repeated phone calls, text messages or on social media
- Psychological abuse
- Threats to harm others
- Causing harm to pets
- Threats of, or actual damage to property
- Financial abuse such as controlling access to money
- Social abuse such as limiting or controlling social interaction
- Forced control over the victim's behaviour
- Breach of an Apprehended Domestic Violence Order (AVO)
- Abuse of an older person

- Domestic relationship:

A Person has a domestic relationship with another person if the person:

- Is or has been married to the other person
- Is or has been a de facto partner of that other person
- Has or has had an intimate personal relationship with the other person, whether or not the intimate relationship involves or has involved a sexual relationship
- Is living or has lived in the same household as the other person, or
- Is living or has lived as a long-term resident in the same residential facility as the other person and at the same time as the other person (except a correctional facility or child detention centre)
- Has or has had a relationship involving his or her dependence on the ongoing paid or unpaid care of the other person

- Is or has been a relative of the other person
- For aboriginal person or a Torres Strait Islander, is or has been part of the extended family or kin of the other person under that person's kinship system

Guiding Principles

- Domestic violence is illegal and unacceptable
- The victim's safety is our primary concern
- We will treat all reports of domestic violence seriously and will aim to protect the victim when responding to domestic violence.
- Our response to domestic violence will depend on the circumstances.
- We recognise that the victim has a right to remain in his/her home (or to be transferred to a different property if he/she prefers).

Our Response to Domestic Violence

Where we believe there is a serious threat to life, health and safety, and where it is unreasonable or impractical to obtain the individual's consent to a disclosure, we may share information to reduce or prevent the threat as permitted by privacy laws.

We will meet legal requirements when dealing with domestic violence situations.

Where there is evidence of domestic violence, we will:

- Support the victim
- Explain to the tenant, co-tenant and any household members their rights when dealing with domestic violence situations. This may include information about how the tenant/co-tenant can end a tenancy without penalty if they or their dependent children are in domestic violence situations.
- Report domestic violence matters to relevant authorities or agencies we are required by law, for example, under mandatory reporting obligations when children are involved.
- Work with other agencies or authorities to help the victim
- Consider the safety and wellbeing of people in the household including children and young people
- Provide information about options or help that is available (such as Start Safely)
- Refer the victim to relevant programs and services
- End the tenancy (if necessary)

Supporting Documentation

We will ask the victim to give us documentation to support their request for assistance. The type of evidence we ask for will depend on the situation but may include police report.

Ending a Tenancy in Circumstances of Domestic Violence

A tenant or co-tenant can give a termination notice (a domestic violence termination notice_ to us and any other co-tenant, if they or their dependent child are in circumstances of domestic violence.

A person is in the circumstances of domestic violence if:

- Has been the victim of a domestic violence offence while a tenant or co-tenant of, or dependent child in, the residential premises and a relevant domestic violence offender has been found guilty of that offence
- A Domestic Violence Order has been made for their protection against a relevant domestic violence offender (as per Crimes (Domestic and Personal Violence Act 2007)
- An injunction has been made for their protection under the because of family violence in legal proceedings against a relevant domestic violence offender (as per the Family Law Act 1975)
- The person has been declared by a competent person to be a victim of domestic violence by a relevant domestic violence offender during the current tenancy agreement (declarations must meet the requirements under the Residential Tenancies Act 2010).

A relevant domestic violence offender is defined in the Residential Tenancies Act 2010.

If the tenant/co-tenant gives a domestic violence termination notice, they must attach one of the following types of evidence:

- Certificate of conviction for the domestic violence offence
- Family law injunction
- Provisional, interim or final Domestic Violence Order
- Declaration made by a medical practitioner in the prescribed form

If a tenant ends their fixed term tenancy in circumstances of domestic violence, they will not be liable to pay any compensation or additional money for the early termination.

If a co-tenant (other than a relevant domestic violence offender), remains in the tenancy, they will be able to apply to the Tribunal to end their tenancy and they will be entitled to a 2-week period where they will only pay their share of the rent.

Refer to the Residential Tenancies Act 2010 for further information about ending a tenancy in circumstance of domestic violence.

Privacy and Confidentiality

We respect people's right to privacy. We will

follow the law when we handle personal sensitive information.

Related Laws, Regulations and Standards

- Residential Tenancies Act 2010 (NSW)
- Privacy Act 1988 (Cth)
- Health Records and Information Privacy Act 2002 (NSW)

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 18 months

Eligibility

Overview

This policy explains the eligibility rules for social housing and how we will meet our contractual and legal duties.

Scope

This policy outlines the eligibility requirements for social housing properties managed by Muslim care.

Purpose

The policy is intended to:

- Make sure that people have access to housing and PRA products.
- Maintain a fair, needs-based assessment process and non-judgemental attitude to everyone who is applying for housing or PRA products.
- Make sure that people are not discriminated against on the grounds of ethnicity, gender, marital status, criminal history, physical and/or intellectual disability or sexual preference as per the Anti-Discrimination Act 1977.
- Provide an open and transparent application process.
- Make sure we work closely with support services to help people who are applying for housing or PRA products.
- Make sure that we meet our contractual and legal obligations.

Eligibility

To be eligible for social housing, applicants must generally meet the following requirements:

- Be a citizen or have permanent residency in Australia
- Be resident in New South Wales (NSW)
- Establish their identity
- Have a household income within the income eligibility limits for social housing
- Not own any assets or property which could reasonably be expected to resolve their housing need

- Be able to sustain a successful tenancy, with or without support
- If applicable, make repayments of any former debts to a social housing provider
- In general, be at least 18 years of age

In special circumstances, we may approve an application for housing where the applicant does not meet all of the above.

Eligible Applicants

- Eligible applicants may include;

- General housing applicants
- Supported Housing applicants

General Housing

The same eligibility criteria apply for all applicants under Housing Pathways.

Applicants are assessed using the Social Housing Eligibility and Allocations Policy published on the Department of Communities and Justice (DCJ) website.

Supported Housing

Support services, as partners, will nominate potential tenants who are linked with support. Generally, nominated applicants must be eligible for Housing Pathways and have an active application on the NSW Housing Register. Additional eligibility criteria may also apply for specific housing programs.

Eligibility of Former Tenants

A former tenant is someone who previously lived in a property provided by us, or by another community housing provider (CHP) or Family and Community Services (FACS) and has since vacated the property. Former tenants can apply to be on the NSW Housing Register.

To be approved, former tenants must meet the current eligibility criteria for Housing Pathways and be placed on the NSW Housing Register.

We will review an applicant's tenancy history with us, other CHPs or FACS and any private landlords to determine any conditions that the applicant needs to meet before we will make an offer of housing assistance.

Former tenants applying for housing assistance can expect us to:

- Explain any conditions that they need to meet
- Explain what we need to assess their application
- Explain the types of assistance available
- Explain why, if they aren't eligible
- Tell them about their right to appeal.
- Comply with laws and relevant policies relating to payment of debts and eligibility of former tenants.

When a former social housing tenant or occupant is included in an application for social housing (either the application is in their name or they are part of the household), the provider who managed the former tenancy will be contacted for a review the tenancy history. They will determine eligibility for social housing and any conditions that need to be met before a request for housing assistance can be approved.

If an ex-tenant of ours owes a debt of \$500 or less, we may list the applicant on the NSW Housing Register if there are no other conditions that they need to meet. If the debt owed is more than \$500, we will then suspend the application for 6 months unless the applicant repays the debt in full. We will not offer the applicant housing while the application is suspended.

At the end of the 6 months, we will review the applicant's repayment history. If regular repayments have not been made, we will not make an offer of housing. The applicant will also be required to provide evidence that he/she has paid rent consistently to a landlord since leaving our housing.

Applicants are expected to repay the debt in full or make regular payments to reduce the debt before they are offered housing. If the applicant doesn't make regular payments, their name will be removed from the NSW Housing Register.

Applications from former tenants who have had their tenancy terminated because of any of the following reasons will have their applications considered on a case by case basis:

- They caused, or allowed someone else to cause, serious damage on purpose or by behaving recklessly
- They caused, or allowed someone else to cause, injury to the landlord, someone acting on the landlord's behalf or someone in adjoining premises

If approved, we may offer the person a fixed term lease. We will use this time to determine a tenant's ability to successfully maintain a tenancy. If after the completion of the fixed term period, we believe that the tenant can successfully maintain a tenancy, the tenant may be offered a continuous lease.

Tenancy Reinstatement

Former tenants that are approved for tenancy reinstatement will have their application prioritised when they re-apply for housing.

To be eligible for tenancy reinstatement the former tenant must be able to prove the following:

- They meet the eligibility criteria
- They vacated their property due to any of the

following reasons:

- i. they were under duress
 - ii. they had to move into a residential care facility
 - iii. they were placed in a custodial facility (e.g. prison) or
 - iiii. themselves, a household member or a family member required care
- They made an application to their former housing provider for tenancy reinstatement within six months of vacating their property (except for custodial sentences of three years or less where the former tenant can apply within six months of their release from custody).

When assessing applications for tenancy reinstatement, we will consider the following where applicable:

- If the tenant vacated the property without giving notice, was it reasonable to vacate the property without notice? Did the circumstances force the tenant to vacate without giving notice?
- Did the tenant previously contact their housing provider about their situation
- Did the tenant consider options other than vacating?
- Did the housing provider ask the tenant to relinquish their tenancy because they were going to a residential care or custodial facility?
- Could the decision to vacate have been delayed?
- Was it reasonable to vacate under the circumstances?

Former tenants will need to provide documented evidence to show their need to vacate the property. The type of evidence required will vary depending on the reason for vacating the property. For example, if the tenant vacated because of being at risk they would need to supply documents as noted in the High Priority – At Risk category for eligibility.

Private Rental Assistance

We are responsible for assessing eligibility for, and facilitating access to, PRA products in the Northern Region. We will administer these products as per the FACS Private Rental Assistance Policy and Private Rental Assistance Policy Supplement.

Decisions regarding PRA products will be made by the Team Leader, Housing Pathways, Northern Region, or higher.

Appeals

Tenants may lodge an appeal about a decision relating to their eligibility. Refer to our Appeals policy for further information.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 12 months

End of Tenancy

Overview

This policy explains how we will end tenancies and meet our legal duties.

Scope

This policy applies to Muslim care which ensures that we comply with this policy

Our promise

We will:

- Tell our tenants about their rights and responsibilities when we give them notice to end their tenancy or start legal action that may end their tenancy.
- Tell our tenants how they can access advice about their tenancy and make sure that they have access to interpreters if needed.
- Meet our legal duties when ending a tenancy and dealing with goods that our tenants leave behind.

How a Tenant Can End Their Tenancy

If a tenant wants to end their tenancy agreement, they must give us the amount of notice required by law. The amount of notice needed will depend on the type of tenancy agreement e.g. fixed term or periodic agreement or the reason for the termination e.g. termination due to circumstances of domestic violence. More information about minimum notice periods can be found on the Fair Trading website.

We may agree to accept a shorter notice period from our tenant. The decision to accept a shorter notice period must be approved by the relevant Team Leader or Head of Region, Customers and Communities.

If a tenant breaks a fixed term lease, we may charge a break fee as permitted by law. The decision to charge a break fee is approved by the Head of Region, Customers and Communities.

When a joint tenancy is ended by one tenant, we will terminate the tenancy and make arrangements with the remaining tenant. This could include signing a new tenancy agreement for the current property or transferring the remaining household to a more suitable property.

When We Might End a Tenancy

We may decide to end a tenancy for a number of reasons as outlined below.

The tenant has breached the rules of their Residential Tenancy Agreement

We will support the tenant to fix any issues before we decide to end a tenancy. We will only end a tenancy when our tenant has broken the rules of their tenancy agreement more than once, where there is a serious breach of the tenancy agreement or when there is violence to other people or serious property damage.

Management Reasons

We may ask a tenant to move from their current property for management reasons which could include:

- Under/Over Occupancy - The number of people living in the household isn't suitable for the property
- We need that property to house another person. For example, if the property was modified for wheelchairs and the current occupants didn't need that type of property.
- We need to develop, sell or renovate the property
- We need to return the property to the landlord/owner
- If we identify a specific housing need or risk for the tenant

If we need to end a tenancy due to management reasons, we will give the tenant 2 offers for housing that meets their needs. We may also help with the cost of moving (see our Housing Transfer policy for more information). We will always try to transfer tenants by agreement. However, if a tenant declines 2 suitable offers for other housing, we will take legal action to end the tenancy at the NCAT.

If we end a tenancy because we have offered our tenant another property and they haven't accepted it, we will follow the process required by law. This will include telling our tenant that they can apply for a review of our decision.

If our tenant applies for a review of our decision, our Head of Region will review the decision within 7 days. We will also ask the Housing Appeals Committee (HAC), our second tier reviewer, to review the decision and give us their recommendation within 7 days.

There may be occasions when we will issue a 90 day, no grounds notice. We will only issue these notices in the following circumstances:

- Our head tenancy in a leasehold property has ended and we need to return the property to

the landlord/owner.

- If the tenant no longer meets the eligibility guidelines for a specific housing program (except where tenancies can be ended under the social housing eligibility clause under section 143 of the Act).
- In exceptional circumstances when approved by the General Manager, Customers and Communities.

When we end a tenancy with a 90 day, no grounds notice, we will make sure that we follow procedural fairness by:

- Giving the tenant an opportunity to be heard (this includes allowing the tenant to make written or verbal submissions) and
- Making sure that all decisions are made fairly and without bias.

If we end a tenancy because the tenant is no longer eligible for a particular housing program, the tenant has the right to appeal our decision about their eligibility. Refer to our Eligibility policy for more information.

The Tenant Has Abandoned The Property

If a tenant has abandoned their tenancy, we may take immediate possession of the property or make an application to the NCAT to have the tenancy terminated. If we have reason to believe that a tenant has abandoned the property but are unsure, we may place a notice at the property, and give the tenant 14 days to contact us or make an application to NCAT.

An Apprehended Violence Order (AVO) Has Been Made

If a final AVO stops a tenant from accessing their property, the tenancy for that person is terminated. This doesn't end the tenancy of any other tenants who live in the property.

Death of a Tenant or Household Member

If a tenant or household member dies, it must be reported to us as soon as practical.

When a tenant dies, the landlord or the tenant's legal representative can give notice to the other person. The termination date can be before the end of the fixed term for fixed term agreements.

If we give a tenant's legal representative a notice of termination, they can give us vacant possession at any time before the date specified in the notice of termination. Generally, we will only charge rent up until the date the tenant died. The legal representative will be responsible for maintaining the tenancy until vacant possession is given.

We understand that there may be cultural or religious reasons why the legal representative of the deceased tenant needs to keep possession of the property for a period of time after the tenant's death. We will consider these requests on a case by case basis. The legal representative must tell us the reason for wanting to keep possession of the property. If approved, the normal rent must be paid until the property is vacated and returned to us.

There may be times when we seek costs for damage or other monies owed to us from an estate. These situations will be managed on a case by case basis as decided by the General Manager, Customers and Communities.

If the tenant dies and there are other authorised household members living in the property, they may apply to take over the tenancy under our Succession of Tenancy policy.

The Tenant is no Longer Eligible

Some types of housing limit how long a tenant can live in a property or have certain rules that a tenant must meet to be able to continue to live in the property.

If a tenant isn't eligible to live in the property anymore, we will end the tenancy.

The Tenancy Agreement is Frustrated

If a property is, for reasons other than a breach of tenancy, destroyed or uninhabitable as a residential premise (for example due to a fire, flood or natural disaster) or is bought by a government agency, the tenant or us can give notice to the other party to end the tenancy agreement. The notice may end the tenancy on the date that the notice was given.

If we end a tenancy for these reasons, we may provide suitable alternative housing to the tenant.

Ending a Tenancy

We will always meet our legal duties when we are giving notice to end a tenancy.

We will give notice to end the tenancy in writing. The notice will be sent in the mail, hand delivered or put in the person's mailbox. If the tenant has nominated an email address for service, we will serve notices by email to the email address provided.

If the tenant doesn't move out by the date given on the notice, we will ask the NCAT to end the tenancy and to order the tenant to move out of the property. The decision to apply to the tribunal to terminate a tenancy must be approved by the Head of Region, Customers and Communities.

If the tenant doesn't move out by the date ordered by the tenancy tribunal, we will apply for a warrant for possession of the property. The decision to apply for a warrant by the General Manager, Customers and Communities.

End of Tenancy Cleaning and Repairs

The tenant is responsible for returning the property to us in the condition that it was in at the start of the tenancy (apart from fair wear and tear). After we do an end of tenancy inspection, we will talk to our tenant about any damage, cleaning issues, or unauthorised changes to the property. We will give our tenant a chance to fix any issues or clean the property. We will charge a daily fee for each day that the tenant has possession of the property. If the tenant doesn't fix the issues, we will get a contractor to do the work and will charge the tenant for the work.

Final Rent Payment

The tenant is required to pay rent until the date that the property is handed back.

Money Owed to us at the End of a Tenancy

When a tenancy ends, if we are owed more than \$1,000 for rent arrears, debt, or the cost of end of tenancy cleaning, gardening, repairs, we will apply to the tenancy tribunal for an order for compensation and will ask for a certified copy of those orders. If the amount owed is higher than the limit of the tenancy tribunal, we may take other legal action to recover the money owed.

For affordable housing, we will apply our Affordable Housing policy when dealing with money owed to us.

We may record the debt of a former tenant on the NSW Housing Register where we are allowed by law.

Goods that our Tenants Leave Behind

We will meet our legal duties when managing goods that a tenant leaves in the property.

We will throw away any rubbish and perishable items that are left behind when a tenant gives us back a property or abandons a property.

For other goods of value and personal documents, we will give notice as required. If the goods are not collected within the timeframe given in the notice, we will meet our legal duties when dealing with uncollected goods. More information on uncollected goods can be found on the Fair Trading website.

Feedback From our Tenants

We will ask tenants for feedback when they leave

our service. We will use any feedback we receive to help us to improve our service.

References

We will provide rental references on behalf of tenants or ex-tenants seeking accommodation on the private rental market, where the tenancy has been satisfactory. References will only include information in relation to the below:

- Rent and other charges (e.g. water) paid on time
- No property care issues
- No breaches of tenancy

Appeals

Tenants may be able to appeal some decisions about end of tenancy. Our Appeals policy has more information about appeals.

Relevant Legislation, Regulations or Standards

- Residential Tenancies Act 2010 (NSW)
- Uncollected Goods Act 1995 (NSW)
- Fair Trading- Uncollected Goods
- Fair Trading- Ending a Tenancy

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Policy information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Financial Hardship

Overview

This policy outlines how we will assist tenants who are experiencing financial hardship.

Scope

This policy applies to tenancies managed by Muslim Care

Definition

- Financial Hardship:

Financial hardship is when a person wants to pay for their rent, debts and other living expenses on time but is unable to. Financial hardship may be short term or long term and may be caused by factors such as unemployment, health issues or sudden major expenses.

Guiding Principles

We will:

- Treat tenants who are experiencing financial hardship sensitivity.
- Deal with each situation on a case by case basis.
- Help tenants who are currently experiencing, or may in the future experience, financial hardship.

Identifying Financial Hardship

We will consider the following factors to work out if a tenant is experiencing financial hardship:

- The tenant requests payment arrangements for rent, water or debt or goes into arrears or debt.
- The tenant tells us that they are having trouble paying their rent and other charges.
- The tenant has had a change in circumstances that has negatively affected their finances, for example health problems/increased medical expenses, death in the family, loss of employment/income etc.
- A support worker or financial counsellor has told us that the tenant is experiencing financial hardship.

Our Response

We will use a number of approaches to help tenants who are experiencing financial hardship. These include referrals to our Support Coordination team for referral to financial counselling/credit and debt services, information on government rebates and incentives, water and energy vouchers, low interest or interest free loan schemes, or our Housing Plus products.

Flexible Payment Options

We will work with tenants who are experiencing financial hardship to make suitable, flexible payment arrangements for rent, tenant debt and other charges. Tenants should speak to their Tenancy Manager or Income Recovery Officer if they are having difficulties paying their rent or other charges.

Housing Plus Products

We have a range of housing plus products that may be of help to our tenants. We will tell tenants about these products, eligibility requirements and how they can apply.

Financial Counselling

Financial counselling is a free community service provided by counsellors working in non-profit organisations that help consumers who are experiencing financial problems. Financial counsellors can provide a full assessment of a person's financial situation, information on government assistance, help with negotiations with credit providers and other businesses and information on credit laws, debt recovery processes and other areas. We will refer tenants to local financial counselling services where this could be of benefit.

The Credit and Debt Hotline

The Credit and Debt Hotline is a financial counselling information, advice and referral service available to consumers in NSW on credit, debt and banking issues. They provide detailed information

and ways to deal with financial difficulties and negotiating with creditors, legal advice and assistance, and referrals to face-to-face financial counselling services. We may refer tenants to the Credit and Debt Hotline where this could be of benefit.

Government Rebates and Incentives

The State and Federal Governments fund rebates and allowances that can help customers to pay their utilities bills. We will encourage tenants to contact their service providers for further information.

From time to time, the State and Federal Governments may fund programs and products that can assist customers to lower their utility bills. We will provide tenants with information about government programs and products as and when they are available.

Water and Energy Vouchers

Energy Accounts Payment Assistance (EAPA) vouchers and Water Assistance Payment Scheme (PAS) vouchers are distributed by a range of community welfare organisations and may be able to assist tenants who are having difficulties paying their water or energy bills and have been unable to make payment arrangements with their supplier. Community welfare organisations that distribute EAPA and PAS vouchers include St Vincent de Paul Society, The Salvation Army, Anglicare, Lifeline, and some community/neighbourhood or migrant resource centres.

Low Interest Loan Schemes

NILS loans are available for items that will improve the health and wellbeing for tenants and their families such as white goods, computer, furniture, medical equipment and essential repairs. Loans are available for up to \$1200 - with a cheque drawn to the supplier. There are no fees, interest or charges.

If tenants are experiencing hardship and a loan might be of assistance, we may refer tenants to an organisation to discuss no interest or low interest loan options.

Other Assistance

Charitable organisations may be able to provide other forms of assistance, such as food vouchers or food banks, to people who are experiencing financial hardship.

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Housing Transfer

Overview

This policy explains the types of transfers, eligibility criteria for transfers and how we manage requests for transfers.

Scope

This policy applies to all tenancies managed by Muslim Care, except for affordable housing and transitional tenancies.

Guiding Principles

- All tenants may apply for a transfer.
- We will adopt a fair and transparent approach to assessing requests for transfers.
- We aim to give tenants choice about location of housing in order to meet the tenants/ households housing needs.
- Tenant transfers will be managed using this policy and Housing Pathways policies and processes.

Definitions

- Transfer:
A transfer is when we approve or request a tenant to relocate into another property that meets their current household needs.
- Tenant Transfer:
A tenant transfer is any transfer that the tenant initiates including transfers from other housing providers and internal transfers.
- Management Transfer:
A management transfer is any transfer that we initiate.

Tenant Transfers

Any tenant can apply for a transfer to another property if their household circumstances change and their existing property or location is no longer suitable.

Applying for a Transfer

Tenants who want to transfer must complete an Application for Housing Assistance and a Transfer Supplement.

If the tenant is applying for a transfer based on medical grounds, they must also complete a Medical Assessment form. All completed and required documentation must be returned to us so that their application can be assessed.

Under Housing Pathways, a tenant may choose to apply for all social housing options available or public housing and Aboriginal Housing Office properties only, or community housing only. However, tenants are not able to choose to be housed by a specific community housing provider, e.g. Muslim Care.

Eligibility Criteria

Generally, for a tenant initiated transfer to be approved, a tenant must be eligible for social housing, including meeting the current income limit, being able to show that they can sustain their tenancy with or without support and meeting the transfer assessment criteria. In exceptional circumstances we may, on a case by case basis approve an application for transfer from a tenant who does not meet the eligibility criteria.

When a tenant applies for a transfer they must be able to:

- Show that their circumstances have changed and that their current accommodation is no longer suitable.
- Show that moving will resolve or improve their current situation.
- Provide documentation or evidence to support their transfer application.

Transfer applications will be considered on a case by case basis and may be approved for the following reasons:

Category	Reason
Priority	<ul style="list-style-type: none"> • At risk of harm • Under-occupancy due to excess bedrooms • A serious and ongoing medical condition/disability • Serious and on-going harassment • Employment • Compassionate grounds • Severe overcrowding • Family breakdown/separation • Tenancy re-instatement

<p>Wait-turn transfer</p>	<ul style="list-style-type: none"> • Minor/moderate medical condition/disability • Moderate overcrowding • Employment • Compassionate grounds
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Tenants in Breach of Their Tenancy Agreement

If a tenant has a live application for a transfer and we get a Specific Performance Order (SPO) from the NSW Civil and Administrative Tribunal (NCAT) in relation to a breach of tenancy, we will suspend the application until the tenancy issue has been resolved or the SPO has expired.

If we have already been given a SPO from the NCAT and the tenant applies for a transfer, the application will be assessed as normal. If the transfer is approved, the transfer will be suspended until the reason for the SPO has been resolved or the SPO has expired.

If a breach of tenancy (such as noise and nuisance or illegal activity) has been identified or is being investigated and the tenant applies for a transfer, the application will be assessed as normal. If a transfer is approved and we apply for an SPO, the transfer will be suspended until the reason for the SPO is resolved or the SPO has expired.

A tenant has the right to apply for a transfer even if they owe money to us. However, we will not make an offer for housing unless the rent arrears or debt is paid in full or the tenant has shown that they are making a consistent effort to pay off the debt, and the debt is under \$500.

If a property care issue has been identified and the tenant’s current property requires works to be completed to bring the property to standard, we will not make an offer for housing until the property care issue is resolved and the tenant has shown us that they can keep the property in a reasonable state.

If a transfer is approved and there are rent arrears/ debt owing at the time of transfer, we will get an order from the Tribunal at the end of the current tenancy as per our End of Tenancy policy. An application for transfer will be refused if the tenant is in breach of their tenancy agreement and we have started action to end the tenancy. If a tenancy has a live or suspended transfer application and their tenancy is ended, we will close their transfer application.

Note: We may make exceptions where a tenant is in breach of their tenancy but can show an urgent need for transfer and/or is at risk. We may also look into and offer other assistance that means the person doesn’t need to transfer.

Assessing Transfer Applications

We will assess transfer applications using the current eligibility criteria. We will consider whether

modifications to a tenants existing property would allow the tenant and their household to remain in the property instead of transferring.

If a transfer application is approved, we will list the transfer on the Housing Pathways Register as either a priority or wait turn transfer. Management transfers may be handled outside of the Housing Pathways Register.

If a tenant’s circumstances change after being approved for a transfer, we will reassess their application and update their transfer on the Housing Pathways Register.

Our Standards in Responding to Transfer Applications

When a tenant applies for a transfer, we will send them a letter telling them whether their application has been approved. If their application is a priority application, we will tell the tenant within 21 days. For general applications, we will tell them within 60 days. If we decline a transfer request, we will tell the tenant about their right to appeal.

Review of Transfer Applications

We will review transfer applications every 6-12 months to make sure they are still current. As part of the review, we may request up to date information from the approved transfer applicant. We might close a transfer or update the priority of an application based on the updated information.

Management Transfers

We might ask a tenant to transfer to another property if the current property is:

- Under occupied (i.e. the property has at least two bedrooms more than the household’s minimum entitlement. Refer to our Occupancy and Allocations policies).
- Being returned to the landlord (e.g. a property being leased through the private rental market)
- Being redeveloped, or there are plans to redevelop
- Being sold, or there are plans to sell the property
- Modified and the occupants don’t need a modified property
- The property or program type is no longer suitable

Management transfers may be listed on the Housing Pathways Register.

When we ask tenants to relocate, we will give them a Notice of Termination as per their Residential Tenancy Agreement.

Tenants will be entitled to 2 suitable offers of alternative housing and we will try to meet any reasonable requirements. If the tenant declines two reasonable offers of alternative accommodation, we might take action to end the tenancy.

If a tenant is in breach of their tenancy agreement and we have started action to end the tenancy, we will not offer alternative housing. If the breach of tenancy relates to arrears or debt, we will not make an offer for housing unless the rent arrears/debt is paid in full or the tenant has made, and is complying with, a repayment agreement or Specific Payment Order. We might make exceptions where the tenant can demonstrate an urgent need for transfer for social housing and/or is at risk.

Costs Associated with Moving

If we ask the tenant to transfer for any of the following reasons, we will contribute to the cost of moving:

- The property is under occupied
- The property is being returned to landlord.
- The property is being demolished for redevelopment.
- The property is modified and the occupants don't need a modified property

Our contribution will be based on the size of the household.

On a case by case basis, we might arrange and pay for the removalist, if approved by a Team Leader or Manager. Some of the reasons we may offer this assistance could be where a tenant or any member of their household:

- is aged or frail
- has a serious health issue or disability (including physical, mental or intellectual disability)
- are experiencing domestic violence

In exceptional circumstances, the Head of or General Manager may approve other assistance.

Return to Properties

When we ask a tenant to move from a property that is being redeveloped for social housing, we may ask the tenant if they want to move back after the redevelopment is complete if:

- the property meets the housing needs of the tenant and any approved household members; and
- the tenant meets the eligibility criteria for the relevant policy or program for that property; and
- it would meet any internal or external contracted business objectives or targets.

We will assess whether a tenant is able to return to site on a case by case basis, at or before the time the developed property is ready to be allocated.

Transfer Offers

Transferring tenants will receive 2 reasonable offers when properties are available that meets their needs. If a tenant rejects an offer that we think is reasonable, we will tell them about their right to appeal our decision. If a tenant rejects 2 reasonable offers, we will not make any more offers.

Handing Back the Previous Property

Transferring tenants are responsible for returning their previous property to the condition that it was in at the start of that tenancy (excluding fair wear and tear). Refer to our End of Tenancy policy for more information.

The keys for the original property must be returned to us within 4 days of the tenant signing their new Residential Tenancies Agreement. We will charge the tenant a daily occupation fee if they don't return the keys to us within 4 days.

Relevant Laws, Regulations and Standards

- Residential tenancies Act 2010 (NSW)

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Managing Unreasonable Complaints

Overview

This policy explains what an unreasonable complaint is and how we will deal with people who are unreasonable complainants.

Scope

This policy applies to all employees at Muslim Care

Guiding Principles

We will:

- Be fair and transparent when making decisions about unreasonable complainants.
- Apply the principles and strategies outlined in the NSW Ombudsman's Practice manual for Managing Unreasonable Complainant Conduct.
- Meet our legal obligations.

Unreasonable Complaint Behaviour

We understand that people who have a complaint can experience high levels of stress, frustration and anger about their complaint. However, there may be times when people who have a complaint act in ways that are inappropriate and unacceptable, even though we are trying to help them.

This may include:

- Being aggressive or abusive to our team

- Threatening harm or violence
- Flooding our offices with unnecessary and excessive phone calls, emails or visits
- Making inappropriate demands on our time and resources
- Refusing to accept our decisions and recommendations

When people behave in this way, we consider their behaviour to be unreasonable.

This behaviour could be from someone who has a current complaint or who has made a complaint in the past and because of their behaviour, or the frequency of their behaviour, it raises issues around health and safety or resources and equity for us, our team, our other customers, or for the customer themselves.

Roles and Responsibilities

- All employees;

Our team is authorised and encouraged to use the strategies and scripts outlined in Part 5 of the NSW Ombudsman's Managing Unreasonable Complainant Conduct Practice Manual. However, any strategy that restricts a person's access to our services must be approved by the Head of Governance and Commercial Advisory, CEO, or the CEOs delegate.

Our team must also report any incidents involving unreasonable complainants that they experience or witness to the Customer Feedback Representative for logging within 24 hours of the incident occurring.

If the incident impacts the health and/or safety of someone in our team, it must also be reported as a work health and safety incident.

- Head of Governance and Commercial Advisory, CEO, or the CEOs delegate;

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, will consult with relevant people in our team to decide whether we will restrict a person's access to our services as outlined in this policy. They will consider the following factors when deciding whether to restrict access:

- Whether the behaviour involved anger, or actual or threatened aggression, violence or assault (which is unacceptable in all circumstances).
- Whether the complaint has merit.
- The likelihood that the person will stop behaving unreasonably if they are given a formal warning about their conduct.
- Whether changing or restricting access to our services will help to manage the person's behaviour.
- Whether changing or restricting access to our services will impact the person's ability to meet their obligations, such as reporting.

- Whether changing or restricting access to our services will have an unnecessary impact on the person's welfare, livelihood or dependents etc.
- Whether the person's personal circumstances have contributed to the behaviour. For example, the person is vulnerable and under significant stress because of:
 - i. Homelessness
 - ii. Trauma
 - iii. physical or intellectual disability
 - iiii. illiteracy or other language or communication barrier
 - v. mental or other illness
 - vi. personal crises
 - vii. substance or alcohol abuse
- Whether the person's behaviour in the circumstances was unreasonable.
- Any legal reasons which limit the changes or restrictions that we can make.

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate will apply the least restrictive method possible in the circumstances and will try to keep at least one form of communication open with the person.

However, there may be extreme situations where we might consider restricting most forms of contact for some time to ensure the health and safety of our workers.

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate is also responsible for making sure decisions are recorded, monitored and reviewed.

- Heads of Teams;

Our Heads of teams are responsible for helping their teams to apply this policy, making sure their teams are trained to deal with unreasonable complainants and for supporting team members who are affected by unreasonable complainants.

How we Respond Unreasonable Complainants

When we identify a person as an unreasonable complainant, we may limit their access to our services or change the way we provide services to them. This could include changing:

- Who they have contact with – for example, we might nominate one person that they talk to.
- What they can raise with us – for example, we might restrict what they can talk to us about and what issues we will respond to.
- When they can have contact – for example, we might limit contact to a time, day, or length of time, or limit the frequency of their contact with us.
- Where they can make contact – for example, we might limit the locations where we will conduct

- face-to-face interviews to our head office.
- How they can make contact – for example, we might limit the type of contact that the person can have with us. This can include limiting face-to-face interviews, telephone and written communications, prohibiting access to our premises, making contact only through a representative, or terminating our services altogether.

Generally, we will not restrict access to repairs and maintenance services, including after-hours urgent repairs, unless there is a Work Health and Safety risk arising from a person's contact with our repairs and maintenance staff. If we believe there is a risk, we may direct all requests to be in writing.

When we are deciding how to deal with unreasonable complainants, we will consider the person's circumstances to make sure that any restrictions we apply are appropriate. If we decide to restrict access, we will send the person a letter advising them our decision.

We will only decide to terminate our services when it seems unlikely that the person will change their behaviour or where their behaviour is a significant risk to our team or other people because it involves the following behaviour:

- Acts of aggression, verbal and/or physical abuse, threats of harm, harassment, intimidation, stalking, assault
- Damage to property while on our premises
- Threats with a weapon or common office items that can be used to harm another person or themselves
- Physically preventing one of our team members from moving around freely either within the office or during an offsite visit
- Unlawful behaviour

We may also take other legal action which would restrict access to our services such as using legal orders to protect our team by restricting access to our office/s.

We might also try to resolve the issue using dispute resolution such as mediation or conciliation. Recording unreasonable complainant behaviour and restrictions

All decisions and associated documentation will be given to the Customer Feedback Representative for recording in the relevant system.

Appeals

Complainants are allowed one appeal of a decision to change or restrict access to our services. Refer to our Appeals policy for more information.

If a complainant is still unhappy after an appeal, we will appoint an independent third party to review our decision to make sure that we have acted fairly, reasonably and consistently, and have observed the principles of good administrative practice including, procedural fairness. We will consider the recommendation made by the third party as an independent reviewer, as well our obligations to our team and other customers.

Failure to Comply with Service Restrictions

Our team are responsible for recording and reporting incidents if a complainant fails to comply with a service restriction. These incidents should be forwarded to the Customer Feedback Representative so it can be recorded in a file note in the relevant system and a copy forwarded to the Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, who will decide whether we need to change a service restriction or restrict access further.

Reviewing Service Restrictions

If we decide to restrict services, we will review the situation to make sure the arrangement is working. A review will be done every 6 months, or on request by a team member or following any further incidents of unreasonable behaviour by the complainant.

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, will invite all complainants to participate in the review process unless they believe that this invitation will lead to further unreasonable behaviour from the complainant. The invitation will be given and the review will be conducted as per the current services restrictions (e.g. if contact has been restricted to writing only then the invitation to participate will be done in writing and the person can only respond in writing).

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, will consider the following during a review:

- Whether the complainant has had any contact with us during the restricted period.
- The complainant's behaviour during the restricted period.
- Any information/arguments put forward by the complainant for review.
- Any other information that may be relevant in the circumstances.

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, may also consult any team members who have had contact with the complainant during the restricted period.

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, will tell the complainant

the outcome of their review using the appropriate/ relevant method of communication as well as a written letter explaining the outcome, if applicable. The review letter will:

- Briefly explain the review process.
- Identify the factors that have been considered during the review.
- Explain the decision/outcome of the review and the reasons for it. If the outcome of the review is to maintain or modify the restriction the review letter will also:
- Tell them about the new or continued restrictions.
- State the duration of the new restriction period.
- Provide the name and contact details of the Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, who the complainant can contact to discuss the letter.
- Be signed by the Head of Governance and Commercial Advisory, CEO, or the CEOs delegate.

The Head of Governance and Commercial Advisory, CEO, or the CEOs delegate, will pass all information relating to a review to the Customer Feedback Representative for recording in our system. They will also notify all relevant team members about the outcome of the review including if the restriction has been withdrawn or extended.

Training and Assistance for Our Team

We will provide ongoing training about unreasonable complainants to our frontline teams to help them to recognise and better deal with unreasonable complainants.

We will also help team members who are impacted by unreasonable complainants. This may include debriefing, formal assistance through our Employee Assistance Program or assistance with legal remedies.

Relevant Laws, Regulations, or Standards

- Work Health and Safety Act 2011 (NSW)

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Mutual Exchange

Overview

This policy explains what mutual exchange is and how we will manage mutual exchange and meet our legal, contractual and regulatory responsibilities.

Scope

This policy applies to all social housing tenancies managed by Muslim Care. Affordable housing tenants should refer to the Affordable Housing policy.

Exchanges with public housing tenants or tenants from other community housing providers are not permitted under this policy.

Definition

- Mutual exchange:

Mutual exchange is where two of our social housing tenants choose to swap properties.

Mutual exchange allows tenants to move to a different location or find a property that better suits their needs.

Guiding Principles

- We will not be involved in negotiating a mutual exchange.
- Tenants who register their interest in exchanging are not obligated to proceed with a mutual exchange and can have their interest removed from the list at any time.
- We will assess requests for mutual exchange in accordance with the criteria.

Registering for Mutual Exchange

We will maintain a register of tenants who are interested in mutual exchange. Tenants may register their interest by completing a Registration of Interest in Mutual Exchange form. The Mutual Exchange Register will only contain the details of the current properties of people registered for mutual exchange.

We will ask tenants for their consent before sharing their details with other tenants who are interested in mutual exchange.

Registering an interest in mutual exchange does not prevent a tenant from also applying for a transfer under the Housing Transfer policy. We will advise tenants of all options that may be available.

Requests for Mutual Exchange

If tenants agree to a mutual exchange they must request approval from us prior to exchanging properties. Approval can be requested by completing a Mutual Exchange Request form available from our office.

Exchanging properties without approval is a breach of the Residential Tenancy Agreement.

Assessing Requests for Mutual Exchange

Requests for mutual exchange will be assessed against the criteria below by an Assessment Officer.

A Team Leader or Manager will sign off on all mutual exchange requests.

Criteria for Approving a Mutual Exchange

We will approve a mutual exchange if:

- Both tenants agree to the exchange in writing.
- The rent, water and debt of both tenants are paid up to date.
- The exchange will not create under/over occupancy in either property.
- Both properties are returned to original condition, allowing for fair wear and tear, or both tenants accept the condition of the property they are taking on and accept responsibility for returning the property to its original condition excluding fair wear and tear.
- Both tenants meet the current income eligibility, except if the tenant/household member has a medical condition or disability which means their current housing is no longer suitable.
- Both tenants agree to accept the type of lease and specific program conditions relevant to the exchange properties.

Generally, we will not approve a mutual exchange if:

- Major modifications have been made to the property to meet the needs of the tenant.
- The exchanging tenant is not eligible for the program under which the exchange property is provided e.g. Seniors Living, affordable housing, supported housing
- The tenant would lose an advantage gained from a previous transfer.
- The exchange property is not suitable for the tenant.

Standards in responding to requests for mutual exchange

The process of assessing and responding to requests for mutual exchange will take no longer than 28 days from the date of receipt. If a delay is likely to occur, we will notify the tenants of the expected timeframe and the reasons for this.

All requests will be responded to in writing. If a request is declined, the letter will include the reason/s for the decision.

Tenants can appeal decisions made about mutual exchange.

Approved Requests for Mutual Exchange

If we approve a request for mutual exchange, we will arrange to sign new Residential Tenancy Agreements with both tenants. The original condition reports will be transferred to the new tenancies. Both tenants will need to accept the in-going condition outlined in this report as part of the new lease agreement they will

be signing for the exchanged properties.

Residential Tenancy Agreements will only be signed on a business day.

Tenants are responsible for arranging and paying for removalists/moving their belongings and exchanging keys.

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Occupancy

Overview

This policy explains our rules for occupants in our properties and how we manage requests for additional household members.

Scope

This policy applies to all tenancies managed by Muslim Care

Definitions

- Over occupancy:

Over occupancy is when a household has less bedrooms than our minimum standard for the household (as explained in our Allocations policy).

Examples of over occupancy include:

- 3 children sharing a bedroom.
- An adult or couple sharing a bedroom with a child over 2 years of age.
- Adults who aren't related or partners sharing a bedroom.
- Children of different genders sharing a bedroom when one of the children is 10 years of age or older.

- Severe over occupancy:

Severe over occupancy is worse than over occupancy.

Examples severe over occupancy include:

- 4 or more children sharing a bedroom.
- 3 or more adults sharing a bedroom

- Under occupancy:

Under occupancy is when a household has more bedrooms than our minimum standard for the household as outlined in our Allocations policy.

- Additional occupant:

An additional occupant is a person who we have approved, in writing, to live in the property and have included their income in the rent calculation.

- Visitor:

A visitor is a person who temporarily stays at one of our properties. Visitors can stay for up to 28 days or less than 3 days per week. If a tenant wants their visitor to stay longer than 28 days or 3 days or more per week they must ask us for permission for the person to become an additional occupant. On a case by case basis, a Head of Region may approve a visitor to stay at a property for more than 28 days. If a person stays longer than 28 days, or 3 days or more per week, without our approval, they are an unauthorised occupant.

- Unauthorised Occupant:

An unauthorised occupant is a person who has lived in our property for more than 28 days, or 3 days or more per week, and we haven't given them approval to become an additional occupant.

Asking for Approval for an Additional Occupant

Tenants are allocated properties based on their household size and are charged rent based on their household income. Because of this, our tenants must get our approval before allowing additional people to live at their property.

When requesting approval for additional occupants, the tenant and additional occupant/s need to be aware that:

- We will not approve a request for an additional occupant if it will result in over occupancy or if the property won't meet the needs of the proposed additional occupant.
- Housing additional occupants is generally not a sufficient reason to be transferred to a larger dwelling.
- If additional occupants are approved, we will reassess the household rent and the additional occupant's income will be included in the new rent assessment.

Assessing Requests for Additional Occupants

When we assess requests for additional occupants, we will consider:

- Relevant policies, guidelines, legislation or leases that relate to the property.
- Whether additional occupant/s will result in the property being over occupied.
- Whether the dwelling will have a negative impact on the health and wellbeing of the current and/or additional occupants.
- Whether the approval of additional occupants will create noise, nuisance or other social issues.

If the tenant has rent arrears or tenant debt, we may ask the tenant to enter into a repayment agreement before we assess the application.

If the proposed additional occupant/s owes money to us from a previous tenancy, they must arrange

to pay off their debt before the application can be approved.

If the proposed additional occupant/s has an existing tenancy with Family and Community Services (FACS) Housing or another community housing provider, this tenancy must be finalised before the application to join another household can be assessed. They must give us evidence to show that the other tenancy has been finalised.

We will consider requests for additional occupants that are outside of this policy on a case by case basis, as approved by the Head of Region.

Our Response to Requests for Additional Occupants

We will send the tenant a letter advising them the outcome of their request within 28 working days, unless further documentation has been requested. The letter will also tell the tenant about their right of appeal if they disagree with our decision.

What Happens if a Request is Approved?

If we approve a tenant's request to have additional occupants, we will reassess the rent based on the income of all household members.

An additional occupant may be eligible to remain on the NSW Housing Register for a property of their own whilst living with another tenant. If the additional occupant is on the NSW Housing Register for housing and they no longer require a property of their own, we will ask them for approval to remove their name from the NSW Housing Register and document their approval.

What Happens if a Request is Declined?

If we decline a tenant's request to have additional occupants and the additional occupant/s is already living with the tenant, we will formally ask the person/s to move out of the property within 14 days.

Unauthorised Occupants

If we receive reports of unauthorised occupants living at our property, we will investigate the report.

If unauthorised occupants are found to be living in our property, we will give the tenant 14 days to either submit a request for the person/s to become an additional occupant or for the person/s to move out of the property.

If the unauthorised occupant doesn't leave the property or the tenant doesn't apply for them to be an additional occupant within 14 days, we will cancel the tenant's rent subsidy and they will be charged market rent.

We cannot legally intervene if a tenant wants another occupant removed from their dwelling. Tenants who need assistance with removing occupants from their dwellings should contact the Police.

Occupants Leaving the Household

If a household member has left the household, the tenant must provide documentation showing that the person no longer lives at the property. The types of documents we will consider as evidence include:

- A Residential Tenancy Agreement
- Recent utility or telephone bills
- Recent bank statements
- A current Driver's Licence or government issued Photo Card (ID card)
- Statutory Declaration

Note: A statutory declaration on its own will not be accepted and must be provided with another type of evidence.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Pets

Overview

This policy explains how we manage pets in our properties and make sure that we meet any legal and/or contractual requirements.

Scope

This policy applies to all tenancies managed by Muslim Care

Guiding principles

- We understand that a pet can positively impact a person's wellbeing.
- Where possible and practical, we will allow our tenants to have a pet.
- We will ensure that pets don't unreasonably impact our neighbours.

Requesting Permission to Keep a Pet

If a tenant wants to have a pet, they must request permission from us, in writing or using the Keeping a Pet application form. Any requests should include the type (including breed for dogs), size of the animal and where it will be kept.

If the tenant lives in a leasehold property, we will not allow them to have a pet unless the landlord/owner gives us permission as the head tenant.

When assessing a request to keep a pet, we will consider:

- Whether the property is suitable for the type and size of pet that the tenant is seeking approval to keep
- Whether the pet is likely to interfere with the reasonable peace and enjoyment of neighbours
- Compliance with the terms of the Residential Tenancy Agreement and, if applicable, the Companion Animals Act 1998 (NSW), strata by-laws, and any other relevant legislation.
- Any requirements of the relevant local council.
- The reason for requesting permission to have a pet (if provided)
- The length of time that the tenant has had the pet.
- The likelihood of the pet causing damage to the property.

Our Standards in Responding to Requests to Have a Pet

We will respond to request to have a pet in writing, within 14 working days of receiving the request, unless further documentation has been requested or we are waiting on a response from the landlord/owner of the property or someone else (e.g. local council, strata manager). The letter will also advise the tenant of their right of appeal if they disagree with our decision.

Tenants Responsibilities

Tenants are responsible for:

- Caring for the pet.
- Meeting the terms of their Residential Tenancy Agreement and making sure that their pet does not interfere with the reasonable peace and enjoyment of their neighbours.
- Telling us if the boundary of their home is not safe (e.g. broken fence panels) and needs fixing.
- Following any relevant local council regulations.
- Following the Companion Animals Act 1998 (NSW) (if applicable) and any other relevant laws.
- Keeping their pet under control and on a leash at all times while in the common areas.
- Telling us if you have received a notice of intention, or a pet has been declared dangerous or menacing by the council or local court.
- Keeping cats inside the unit and making sure they do not stray in common areas.

If we allow a tenant to have a pet in their property, we may ask the tenant to have the carpet professionally cleaned and/or the property fumigated as permitted by the Residential Tenancies Act 2010.

Withdrawing Permission to Keep a Pet

If a tenant's pet causes a nuisance or annoyance to

neighbours, or in breach of any laws or regulations, we may withdraw our approval to keep the pet and ask the tenant to remove the pet from the property. If we ask a tenant to remove a pet and the pet remains in the property, we may apply to the tenancy tribunal to have the pet removed or issue a termination notice.

Related Laws, Regulations and Standards

- Companion Animals Act 1988 (NSW)
- Companion Animals Regulation 2008 (NSW)
- Residential Tenancies Act 2010 (NSW)
- Declared Dangerous and Menacing Dogs

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Sharing Information with the Police

Overview

This policy explains how and when we will exchange information with the NSW Police Force under the existing Record of Understanding and meet our legal duties.

Scope

This policy applies to Muslim Care as our workers must follow this policy.

The Record of Understanding (ROU)

The ROU is an agreement that makes it possible for the NSW Police Force and registered community housing providers like us to share information about crime and offensive acts.

Guiding Principles

- We will only be given information when it directly relates to preventing or reducing crime in or around our properties or when we are helping police to reduce crime, offensive acts and fear in or around our properties.
- Information that we ask for will only be used for the reason that we asked for it.
- We will not give out information unless we are allowed to by law or where we believe a person may be at serious risk of harm
- All information that we get will be stored in line with the ROU.

When we will Ask for Information

We will only ask for information so that we can apply to the NSW Civil and Administrative Tribunal (NCAT).

If we want to ask for information from the Police, an

employee signs the relevant forms and has them approved by the CEO or their representative.

Release of Information

The NSW Police Force will only give information to people who need to know and are directly involved with the matter and need the information to meet their duties.

We will only share information that we are given with other employees that are directly involved with the matter and have signed a Deed of Confidentiality.

We will only share information with other people when we are allowed to by law.

We will not submit any written information received through the ROU at the NCAT, unless the approved to do so by the NSW Police Force but may reference the nature of the information received from the Police at the hearing or in our application. For example, we may say that we have received information from the Police that tenant X was arrested on XX date.

Storing and Accessing Information

Applications and information received under the ROU will be kept separately and securely in a locked filing cabinet in the office of the General Manager, Customers and Communities (GMC&C). The GMC&C and any other person who will have access to the information must sign a Deed of Confidentiality for each request.

Giving Information Under the ROU

We try to respond quickly to any requests for information from the NSW Police Force. We will only provide information when it is requested by an officer for their official duties.

This may include:

- When there is an emergency that poses an imminent threat to life or property
- In the investigation of an alleged criminal offence
- When carrying out community protection functions.

All requests for information must be made in writing and approved by the CEO or GMC&C or another person delegated by the CEO. The CEO or GMC&C or another person delegated by the CEO, may accept a verbal request for information where there is an urgent need or an emergency that poses a threat to life or property.

Other Requests for Assistance

We will consider requests for help from law enforcement that are not covered by the ROU. We will consider a number of factors when we decide

whether to help including the law and any possible risks. Decisions will be made by the CEO or GM C&C or another person delegated by the CEO.

- Household Members:
Household members are other people we have approved to live in the property.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 18 months

Rent

Overview

This policy explains:

- How we work out and review rent.
- Our tenants’ responsibilities.
- How we will meet our legal duties.

Scope

This policy applies to Muslim Care. This policy does not include Affordable Housing. Information about affordable housing rents is in our Affordable Housing policy.

Our Promise

We will:

- Be fair and clearly explain how rent is worked out.
- Meet our legal duties when working out and reviewing rent.

Definitions

- Market Rent:

Market rent is based on how much it would cost to rent the property privately. Rent will not be higher than the market rent.

- Tenant:

The tenant is the person or people who signed the Residential Tenancy Agreement.

How we Work Out Market Rent

Our Residential Tenancy Agreements show the market rent for the property. If the market rent changes, we will give tenants written notice of the change as required by law.

For properties that we own or manage, the market rent is based on the median market rent for that type and size of property in the area where the property is.

We review market rents for these properties every year. We use information from the current Rent and Sales Report by Department of Communities and Justice (DCJ) to work out the market rent. When the rent amount in the report is higher than actual market rents, we will use current rents in that area for a similar type of housing to work out the market rent. When we use current rental information, it will be approved by a General Manager.

For properties that we rent from private landlords, the market rent is the rent we pay for the property. We will change the market rent for these properties when the rent we pay for the property changes.

How we Work out Rent

We follow the rules in the NSW Community Housing Rent Policy to work out the rent amount.

Tenants who cannot afford the market rent can pay a rent subsidy if their household income is below the household income limits set by the Department of Communities and Justice. These limits are updated annually. If a household’s income is more than the income limits, they will be charged the market rent for the property they live in.

The table below shows how we work out a rent subsidy:

25-30%* of income (before tax) for: the tenant, their spouse or live-in partner (regardless of their age), AND • household members 21 years of age and over
15% of income (before tax) for all other household members aged 18-20 years.
15% of Family Tax Benefit A and B received by all household members
100% of Commonwealth Rent Assistance (CRA) that the household could receive

* For new Muslim Care tenants, the percentage charged is worked out by comparing the household income to the household income limits set by DCJ and updated annually.

A rent subsidy will never be more than the market rent for the property that the tenant lives in.

Not all types of income are included when we work out a rent subsidy. The NSW Community Housing Rent Policy sets the rules for the types of income that are included.

So that we can work out the rent amount, the tenant must provide proof of income for:

- themselves, their spouse or live-in partner, AND
- all members of the household aged 18 years and over

Commonwealth Rent Assistance

We work out the amount of CRA that each household member should get based on how much rent they will pay and include that amount when we work out the rent. If they don't get the full amount that we think they could receive, we will ask them to give us a document from Centrelink which shows the amount of CRA that they are getting. Once we receive the document from Centrelink, we will review the rent amount and tell the tenant the outcome.

Reviewing Rent Amounts

We review each tenant's rent at least every 6 months.

When we review the rent we charge, we will write to tenants and ask them to give us current proof

of income for themselves, their spouse and every household member 18 years of age or over. We will give tenants a reasonable amount of time to provide the information that we need.

Tenants and household members who receive income through Centrelink can give us permission to confirm their income instead of providing these details.

The types of documents that we can accept as proof of income are listed in the Proof of Income section of this policy.

The new rent will start on the date written in our letter. If a tenant doesn't give us their household income details by the due date, we might charge them market rent.

When Household Income Changes

Because we use the household income to work out how much rent to charge, tenants must tell us within 21 days when their household income changes or the people in the household change.

When we are told about changes, we will ask for proof of income for the household and review the rent amount within 14 days of getting the new income details. After we review the rent, we will tell the tenant their new rent amount and the date that their new rent amount will start.

The table below explains when the new rent will start:

Rent review outcome		New rent start date
Rent increases	The tenant told us about the change within 21 days	The billing day after rent review is completed.
	The tenant didn't tell us about the change within 21 days	The new rent will start on the date that the income changed.
Rent decreases	The tenant told us about the change within 21 days	The new rent will start on the date that the income changed.
	The tenant didn't tell us about the change within 21 day	The billing day after rent review is completed.

The Head of Region or General Manager, Customers and Communities, can make decisions about rent start dates outside of this policy.

Rental Fraud or changes in Income

If a tenant has committed rental fraud or hasn't told us about changes to their household income, we might backdate the rent to the date the income changed. Decisions about backdating rent or referral to a relevant authority (e.g. Centrelink) in the case of rental fraud will be made by the Head of Region, Customers and Communities and/or the

General Manager, Customers and Communities. Refer to our Rental Fraud policy for more details about how we manage Rental Fraud.

Other Circumstances

No statutory income or a reduced statutory income. A statutory income is an income received from Centrelink or another government agency (e.g. Department Veterans' Affairs).

There may be situations when a tenant or household member receives no statutory income or a reduced statutory income because:

1. have chosen not to apply for an income which they could receive or
2. are not eligible to receive a statutory income because:
 - i. They have gone overseas.
 - ii. They receive a job seeker payment, have not sought work and have become ineligible for further payments for a specified period.
 - iii. They have received a compensation or other lump sum payment that is less than the relevant statutory income, or Centrelink deems them to have sufficient resources and Centrelink expects them to use those resources for living expenses.
3. Have breached Centrelink requirements or are repaying a Centrelink debt.
4. Are New Zealand citizens who are in Australia on a non-protected Special Category Visa.

In these situations, we will charge the person for the statutory income which they would otherwise receive.

Where a tenant or household member cannot get a statutory income, they must give us documents which show that they are not able to do so.

If a person:

- has no income,
- is not able to get an income from Centrelink, and
- has gone through all possible appeal options with Centrelink;

We will charge \$5 a week rent for that person when we are working out the rent amount. If other people are living in the household, we will still use their income to work out the rent.

We will only reduce rent in the following situations:

Situation	Details
The tenant or household member is going to be away from their property because they are going into: <ul style="list-style-type: none"> • hospital for long term care, • a nursing home, • rehabilitation facility, • respite care, • a refuge or other accommodation because they are at risk or escaping domestic violence 	We will charge that person \$5 per week rent if they need to pay costs at the place where they are staying. They will need to show us evidence that they have to pay costs at the place where they are staying. The reduced rent can be approved for up to 12 weeks. After the 12 weeks, we will look at the person's situation and decide whether to cancel or extend the rent reduction. For transitional tenancies, where the maximum time a person can live in a property is usually limited under program guidelines, we will only approve a rent reduction for up to 3 months during the transitional tenancy.
The person (a tenant or household member) is going into prison and the reason they are going to prison is not related to an offence which is a breach of the tenancy agreement	We will only approve a rent reduction to \$5 per week rent if the person will be in prison for 6 months or less (and the reason they are going to prison is not related to an offence which is a breach of the tenancy agreement). If a tenant is expected to be in prison for more than 6 months, they will need to hand back their property. If there are other approved household members, one of them may apply for succession of tenancy. Refer to our Succession of Tenancy policy for more information.

Casual or Seasonal Wages

If a tenant or household member's income changes because they do casual or seasonal work, we will use their average income from the past 3-6 months or their income from their last tax return when we are working out their rent.

Overtime Payments

We will include overtime payments as income when we are working out rent.

Self Employed

If a tenant or household member is self-employed, we will ask them to give us their most recent tax return or a profit and loss statement from an accountant. We follow the rules set out in the NSW Community Housing Rent Policy to work out their income. If their income is less than the standard rate of Newstart Allowance, we will use the current rate for Newstart Allowance to work out their rent.

Rent While Tenants/Household Members are Away

Tenants and household members must pay their rent while they are away from the property.

Housing is a limited resource. If tenants are going to be away from their property for long periods, we will ask them to voluntarily give up their tenancy.

In some situations, a tenant can ask us to reduce the rent that we charge them. If a tenant or household member is approved for reduced rent, we will charge that person \$5 per week rent when we calculate the household rent. If other people are living in the household, we will still use their income to work out the rent.

	<p>For transitional tenancies, where the maximum time a person can live in a property is generally limited under program guidelines, we will only approve a rent reduction for up to 3 months.</p> <p>After the approved period, the \$5 per week rent will be cancelled and the rent amount the person paid before the rent reduction will apply.</p> <p>A \$5 per week rent will only be approved on one occasion per person.</p>
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We will not reduce rent when the tenant/ household members are away for other reasons such as holidays or visiting family or helping with immigration matters in their home country.

Rent reductions must be approved by Head of Region, Customers and Communities. The Head of Region or General Manager, Customers and Communities, can make decisions about rent reductions outside of this policy.

The tenant/household member must give us written proof to support their request for a rent reduction. This could include proof of where they will be staying and how much they will pay in costs or how long they will be in prison.

Start Work Bonus

The Start Work Bonus helps tenants and household members who are starting work or re-starting work after a break.

If a tenant or household member is approved for the Start Work Bonus, it means that their new income from working will not be included in their rent assessment for 26 weeks.

A tenant or household member will be approved for the Start Work Bonus if:

- The tenant tells us about themselves or a household member starting work within 21 days of starting work.
- The tenant provides current proof of income for all members of the household within 21 days of starting work.
- The household is currently paying a rent subsidy and the person applying for the Start Work Bonus did not have any income from working included in their rent assessment before they started the job.

People will not be able to receive the Start Work Bonus if they:

- Pay market rent,
- Are changing jobs,
- Are moving from casual to permanent, or part-time to full-time work,
- Have received a Start Work Bonus in the past 18 months,
- Are currently paying a \$5 per week rent.

Proof of Income

The tenant is responsible for giving us proof of income details for:

- the tenant’s spouse or live in partner, AND
- all household members who are 18 years or older.

Proof of income documents must be original and can include:

Type of income	Acceptable proof of income
Income from Centrelink of Veterans’ Affairs	Income statement from Centrelink or the Department of Veterans’ Affairs.
Wages/salary	Pay slips, a letter or statement from the employer showing the person’s gross wage, tax, deductions, pay period and details for the person. Documents must show the income for a minimum period of 3 weeks.
Self-employed	Profit and loss statement completed by an accountant or taxation return.
Income from an overseas government, WorkCover or an insurance company/agency	Letter or statement from an overseas government, Work-Cover or an insurance company showing any money paid to them.
Income from investments	Letter or statement from a finance or investment company showing any amounts paid to them from investments.
Other	Letter from another company or agency not listed above that pays them money, showing the type and amount of money paid to them.

If a tenant/household member has given us permission to get their Centrelink income statement online and does not have any other source of income, they do not need to give it to us.

Proof of income must match the type of income that the person is getting. For example, if a person receives a Centrelink income, they must give us their Centrelink statement. The tenant and household members must give us proof of income for all types of income that they get. Proof of income cannot be more than one month old, except for tax returns for people who are self-employed which cannot be more than 13 months old.

Payment Options

Tenants can pay their rent by:

- Centrepay deductions
- Internet banking
- EFTPOS
- Bank deposits
- Money orders
- Cheques
- Online, via our website

We do not accept cash payments.

For security reasons, credit/debit card details must not be sent to us via email, text or any written format.

Rent Receipts and Rent Statements

A tenant can ask us for a rent statement at any time. If a tenant asks us for a rent statement, we will give them the statement within 7 days.

Appeals

Tenants can appeal our decisions about their rent. Our Appeals policy has more information on appeals.

Relevant Legislation, Regulations or Standards

- Residential Tenancies Act 2010

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 12 months

Rental Fraud

Overview

This policy explains what rental fraud is and how we deal with it

Scope

This policy applies to all tenancies managed by Muslim Care

Definitions

- Rental Fraud:

Rental fraud is when a tenant intentionally gives us false, incomplete or misleading information about their household income or assets, or doesn't tell us within the required timeframe if there is a change in circumstances which could impact their rent. Rental fraud includes when a tenant allows unauthorised occupants to live in their property (refer to our Occupancy policy for more information)

Tenants' Responsibilities

Because we use the household income to work out how much rent to charge, our tenants must tell us within 21 days when their household income or assets change or the people in the household change and must give us proof of income and assets for the household.

Tenant's Rights

If we think a tenant has committed rental fraud or hasn't told us about changes to their household income, the tenant has the right to:

- Be told about any information/evidence that we have about them and suspected rental fraud
- Be given a chance to respond to the information
- Be treated fairly and have us follow proper procedures when dealing with suspected rental fraud
- Have a support person present at any interviews.
- Have access to an interpreter if needed
- Be given a record of the interview if requested and have the chance to read it and check that it is correct.

Our Response to Suspected Rental Fraud

If we receive information relating to possible rental fraud or suspect that rental fraud has or is happening, we will investigate it.

We might contact the following people, where we are allowed to or required to by law, to ask them about matters related to rental fraud:

- The tenant's employer or possible employer
- Supply authorities, like gas, electricity, water and telephone providers
- Real estate agents
- Any other people who might have relevant information

If a tenant has committed rental fraud or hasn't told us about changes to their household income, we might backdate the rent to the date the income changed. Decisions about backdating rent will be made by the Head of Division, Customers and Communities. In some cases, this may mean that the tenant has a debt to pay.

Where the fraud is deliberate and/or serious, we may take action to terminate the tenancy. The fraud may also be referred to other relevant agencies where required or permitted by law.

Confidentiality

If we receive information about possible rental fraud, we will not reveal the details of the person who gave us the information unless required by law, or unless the person gives their approval.

We will not provide any details about the outcome of the investigation to the person who provided the information.

Relevant Legislation, Regulation and Standards

- Residential Tenancies Act 2010 (NSW)
- Community Housing Rent Policy

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Social and Affordable Housing Fund

Overview

This policy explains how we will manage properties which are funded under the Social and Affordable Housing Fund (SAHF) and meet our responsibilities under law, other rules and our agreements. SAHF properties can be affordable or social housing.

Scope

This policy applies to Muslim Care

Definitions

- Affordable Housing:

Affordable Housing is housing for people on a very low, low or moderate income, who earn at least some of their income from regular paid employment. Affordable housing is managed under the NSW Affordable Housing Guidelines.

- Market rent:

Market rent is the rent that would be charged for the property if the rent wasn't discounted.

- Social Housing:

Social Housing is housing for people who meet the eligibility rules of the NSW Community Housing Eligibility Policy and the NSW Community Housing Access Policy.

Guiding Principles

We will follow all relevant laws, policies, guidelines, and agreements, when managing SAHF properties.

Eligibility

Social and affordable housing have different rules

that applicants need to meet to be eligible.

The eligibility rules for social housing are outlined in our Eligibility policy, while the eligibility rules for affordable housing are outlined in our Affordable Housing policy.

Allocations and Property Offers

We will allocate and offer properties to people using our Allocations policy for social housing and our Affordable Housing policy and Allocation Plan for Affordable Housing.

Tenancies

For affordable housing tenancies, people will be offered 12 month leases which will be renewed as long as the tenant is still eligible.

For social housing tenancies, people will either be offered a 2 or 5 year fixed term lease or continuous lease, depending on their household circumstances.

2-Year Fixed Term Leases

We will offer 2 year leases to people:

- with transitional or temporary support needs, whose support needs are likely to decrease in the next 2 years, or
- whose support needs over the next 5 years are unclear because the household's financial circumstances may improve.

This includes people who:

- are eligible for housing but don't meet the criteria for any of the other leases explained in this section, or
- are not eligible for a lease extension but can demonstrate a severe and continuing need to stay in social housing.

5-Year Fixed Term Leases

We will offer 5 year leases to people who will probably still have some housing and support needs over the next 5 years. This include where:

- The person's household includes at least one child under 10 years of age, or
- The person or an approved household member:
 - i. Receives a Disability Support Pension, Age Service Pension, Invalidity Service Pension, Partner Service Pension, Carer Payment, Carer Allowance or Mobility Allowance, or
 - ii. Is represented by the NSW Trustee and Guardian, or
 - iii. Is represented by the NSW Public Guardian, or
 - iiii. Is participating in the Brain Injury Rehabilitation Program, or
 - v. Is participating in a Transition to Work Program or Community Participation Program, or
 - vi. Is aged 16-18 years leaving the care of

Community Services, Out-Of-Home Care, or juvenile detention and receiving the Youth Disability Supplement, or

- vii. Has a disability which is permanent, or likely to be permanent, medical condition or permanent injury restricting everyday activities, but does not receive support from a listed program, and
- viii. Can show that because of their condition, they would experience significant hardship if they were given a 2 year fixed term lease (instead of a 5 year fixed term lease).

Continuous Leases

We will offer continuous leases to people who have ongoing housing and high support needs which are unlikely to decrease. This include where the person or an approved household member:

- Is 65 years of age or over, or
- Is an Aboriginal or Torres Strait Islander person 45 years of age or over, or
- Receives support from a person receiving the Centrelink Carer Payment or Carer Allowance (this carer does not need to live in the property), or
- Receives support from one of the following programs:
 - i. Attendant Care Program
 - ii. ADAHPT (Aids, Dementia & HIV Psychiatry Team) Service
 - iii. Children's Home Ventilation Program
 - iiii. High Needs Pool (Care Program)
 - v. HASI 1, 3 or 4 (Housing and Accommodation Support Initiative 1, 3 or 4)
 - vi. Lifetime Care and Support
 - vii. Community Aged Care Package
 - viii. EACH (Extended Aged Care at Home) Package
 - ix. Ventilator Dependent Quadriplegic Program

Transition Readiness Assessments

Each year, we will assess each tenant's ability to move from social housing into affordable housing, or from affordable housing rents to market rent. The Transition Readiness Assessment will consider the tenants rent, income, eligibility and other information about the tenant and their household including the Needs Assessment.

Where a tenant is assessed as being no longer eligible for social or affordable housing, we will assess tenant's ability to transition to alternate accommodation.

Rent

We will charge tenants rent using our Rent policy for social housing and our Affordable Housing policy for affordable housing.

We will review rents within 12 months of signing the tenancy agreement, within 12 months of a Transition Readiness Assessment or as required by our policies, whichever comes first.

If we assess a social housing tenant's rent and they aren't eligible for social housing, we will transition the tenant to affordable housing, alternative accommodation or charge the tenant market rent while they remain a social housing tenant.

If we assess an affordable housing tenant's rent and they don't meet the maximum eligibility for affordable housing, we will start the process to end the tenancy while supporting the tenant to transition to alternative accommodation.

Needs Assessments and Needs Reassessments

We will assess the needs of each person in the household within 6 weeks of the tenant signing a tenancy agreement or within 6 weeks of the person being approved as an authorised household member. Household members aged 12 years and over will have an individual need assessment.

We will reassess the needs of each person in the household every 12 months or as specified in the previous assessment.

If a tenant or household member accepts support, we will use the information that we get from this assessment to prepare a support services plan for the person.

Support Services Plans

If a tenant or household member accepts support, we will prepare a support services plan with the tenant and household members within 12 weeks of signing a lease with the tenant or the person being approved as an additional occupant.

We will update support services plans within six weeks:

- after we do a needs assessment/reassessment
- when the tenant or household member gives us new information
- if there are any unforeseen circumstances that affect the tenant or household member

Tenant Survey

We will carry out an annual survey of tenants and household members to measure their satisfaction with their support coordination services and to check their progress towards their goals and outcomes. The survey will be offered to all tenants and household members aged 16 years or older. Household members under the age of 16 can choose to participate in the survey.

The results of the survey will be reported to Family

and Community Services (FACS) to meet our reporting requirements.

Tenant Satisfaction Survey

We will carry out an annual survey of all tenants to measure their satisfaction with their housing and our asset and tenancy management services.

The results of the survey will be reported to FACS to meet our reporting requirements.

End of Tenancy Reports

We will collect information for reporting purposes from each tenant and household member when a tenancy ends (before allocating the property to a new tenant) or within 6 weeks when a person leaves the dwelling without the tenancy ending.

The information we collect will include the reasons the tenant or household member left the property and any changes to the circumstances of the tenant or household member since their last needs assessment such as:

- employment
- education
- level of education attainment
- safety and risk
- any other relevant information about them leaving

Succession of Tenancy

For details about succession, please refer to our Succession of Tenancy policy.

If a person applies for succession of tenancy for a SAHF property and is approved, they will be offered either a 2 year, 5 year or continuous lease as outlined in the 'Tenancies' section above.

Privacy

We will meet our duties under privacy laws and our Privacy policy when collecting, holding, using and disclosing personal information.

Appeals

Applicants and tenants may be able to appeal decisions that we make. Refer to our Appeals policy for more information.

Relevant Laws, Regulations and Standards

- Residential Tenancies Act 2010 (NSW)
- Privacy Act 1988 (Cth)

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 12 months

Start of Tenancy

Overview

This policy explains how we will start tenancies.

Scope

This policy applies to all tenancies managed by Muslim Care except for affordable housing tenancies.

Guiding Principles

We will start tenancies in a way that:

- Creates a positive and sustainable relationship with our tenant.
- Makes sure that tenants are told about their legal rights and responsibilities as a tenant and makes them aware of our policies.
- Makes sure that we meet our legal and policy requirements when we create a tenancy.

Signing the tenancy agreement

We will explain the Residential Tenancy Agreement and the rights and responsibilities of the tenant to the person before they sign it and will use an interpreter if needed.

After a person signs a Residential Tenancy Agreement, we will give them a copy of their tenancy agreement, property condition report and a copy of the Tenant Information Statement (published by NSW Fair Trading). We will also give the tenant other information that relates to their tenancy.

Rent will start on the first day of the tenancy agreement.

Specialist Disability Accommodation

Each person signing either a Residential Tenancy Agreement (for individual accommodation) or an Accommodation Agreement (for shared group accommodation) will have a written copy of their agreement given to them, their person responsible or their trustee. We will keep a copy of the agreement and can provide a copy if requested.

Supported Housing

For some housing programs, it is a condition of the tenancy that the tenant continue to receive support during their tenancy. Where this is the case, we will explain any support requirements to the tenant and their support workers before the tenancy starts.

Shared Housing

Where unrelated adults are sharing common facilities such as bathrooms, kitchens and laundries, a tenancy agreement will be signed with each person (or couple) which gives them the right to their bedroom and the right to use common facilities.

Young People

We will only allow young people who are 16-18 years old to have a tenancy in their own name, without needing a guarantor or adding any special conditions, if we believe that they will be able to maintain the tenancy on their own and they have an adult present with them during the signing of the Residential Tenancy Agreement.

Length of Lease

Generally, when we sign a tenancy agreement with a tenant, the length of the lease will usually be 13 weeks. The agreement will also include a clause which allows the tenancy to continue at the end of the 13 weeks if the tenancy isn't legally ended by either the tenant or us.

For some supported housing programs, we will sign a fixed term agreement with the tenant and review the tenancy before the end of the fixed term. We will keep signing fixed term leases until the tenant doesn't need support to maintain their tenancy and is able to move to independent living or is no longer eligible for the program. Generally, the maximum tenure for supported housing programs is 18 months, unless an extension is approved by the General Manager or Head of Region.

We may also sign a fixed term lease with a tenant:

- For specific housing programs
- When approved by a Head of Region or General Manager.

Rent

Where the tenancy agreement refers to 'rent', it is the market rent for the property. Tenants who pay a subsidised rent, will have the assessment and the review process explained to them in a separate letter. Refer to our Rent policy for more information about rent.

New tenants must pay 2 weeks rent on the day they sign their tenancy agreement. If a tenant cannot pay 2 weeks rent in advance, a Team Leader (or higher) will decide whether to start a tenancy. These decisions are made at our discretion and on a case by case basis. If a tenancy is started without the tenant paying two weeks rent in advance, we will enter into a repayment agreement with the tenant so that they do not remain in arrears.

Tenants can pay their rent either weekly or fortnightly as long as rent is paid on time. We will not ask a tenant to pay more than 2 weeks rent in advance.

Rough Sleepers

If an applicant is a rough sleeper at the time of allocation, we will charge them \$5 per week

for the first 4 weeks of the tenancy to help them to transition from homelessness to stable accommodation.

Northern Region Transfers

If a tenant is transferring to us from another Community Housing Provider within the Northern Region, we will charge them \$5 per week rent for up to two weeks at the start of the new tenancy. The length of the reduced rent will be decided by a Team Leader Pathways (or higher).

Charges for Utilities

Refer to our Water Charges policy.

Ending a tenancy

Refer to our End of Tenancy policy.

Relevant Laws, Regulations and Standards

- Residential Tenancies Act 2010 (NSW)
- Community Housing Rent Policy

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Tenancy Charges

Overview

This policy explains what tenant charges are, and how we will manage them and meet our legal duties.

Scope

This policy applies to all tenancies managed by Muslim Care. This policy doesn't cover water charges. Refer to the Water Charges policy for information on water charges.

Guiding Principles

- We will charge tenants in accordance with tenant's responsibilities as per the Residential Tenancies Act 2010.
- We will charge a tenant if they have accepted liability or if we have enough evidence to prove responsibility.
- The tenant has the right to accept or dispute responsibility for tenant charges.

What are Tenant Charges

Tenant charges are costs for repairing damage to a property or performing work that the tenant is responsible for.

If a tenant is responsible for repairing damage or performing work at the property and we arrange the repairs or work, we will charge the tenant for the

costs. These are known as tenant charges.

Responsibilities Under the Residential Tenancies Act

Tenants can expect us to provide them with a property that is in a reasonable state of repair and to maintain that condition during the tenancy.

Tenants are expected to take care of the property and to take responsibility for property damage other than fair wear and tear or the criminal activity of a third party (including domestic violence) or where emergency services has been required to enter the property and damage was caused as a result of that lawful entry.

The tenant is responsible for:

- The cost of repairing intentional damage or neglect, including to the common area, caused by the tenant, a household member, or a visitor who enters the property with the tenant's permission, or a pet.

Leaving the property in the same condition at the end of the tenancy as it was at the start of the tenancy except for fair wear and tear or the criminal activity of a third party (including domestic violence) or where emergency services entered because there was good cause to believe that the tenant's health and well-being was at risk or whether ill health or inability to maintain the premises has contributed to the damage; removing all belongings from the property; removing all rubbish from the property; leaving the property and grounds reasonably clean and returning all keys and similar devices to the landlord.

We will:

- Follow the terms and conditions of the Residential Tenancy Agreement and NSW Residential Tenancies Act 2010.
- Provide information about the type and extent of damage to the premises and the circumstances under which the damage may have occurred. This may include photos, quotes or reports from contractors, condition reports etc.
- Tell the tenant when we think they are responsible and are claiming reimbursement.
- Review our decision to charge a tenant if they lodge an appeal. If an order has been made at the tenancy tribunal and the tenant disagrees with the charge, they should lodge an appeal through the tribunal.
- Inspect the property with the tenant (where possible) when the tenant is moving out and complete an end of tenancy condition report.
- Not to charge tenant for damage that occurs after the tenant returns the property to us.

We expect the tenant to:

- Follow the terms and conditions of the Residential Tenancy Agreement.
- Take care of the property and keep it reasonably clean.
- Tell us as soon as possible if their property has been damaged.
- Pay for tenant charges
- Comply with any orders from the tenancy tribunal.
- Report any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism, or domestic violence, to the Police.
- When they leave the property, leave it in a similar condition to what it was in at the start of the tenancy except for fair wear and tear.

Responsibility for Property Damage

When we work out who is responsible for the cost of repairing damage to a property, we will:

- Consider the type of damage and any information the tenant provides when reporting the damage.
- Inspect the property and document and photograph the damage where appropriate.
- Discuss the damage with the tenant and record information the tenant or a third party (including a contractor) gives us about the possible cause of the damage.
- Consider the condition of the premises at the start of the tenancy, as shown in the condition report and any evidence of work undertaken since the start of the tenancy.

Consider whether the damage is because of fair wear and tear, or the criminal activity of a third party (including domestic violence) or where emergency services entered because there was good cause to believe that the tenant's health and well-being was at risk or whether ill health or inability to maintain the premises has contributed to the damage.

In these circumstances the tenant is required to provide evidence.

- Consider whether the damage was caused by negligence, by the tenant or by somebody else who is legally at the property.
- Consider whether the damage is because of illegal activity such as:
 - i. Domestic and Family violence.
 - ii. Other criminal activity such as break and enter or vandalism.
- If the damage was caused by illegal activity (by someone other than the tenant or household members), the tenant will not be charged if:
- The tenant provides evidence that shows that the damage was caused by illegal activity and that they have reported the matter to the NSW

Police, such as a witness/victim statement, Apprehended Domestic Violence Order (ADVO), police report, or both a police event number and statutory declaration outlining how the damage was caused; and

- The tenant reported the damage to us and provided evidence within 14 days of the damage occurring.

Note: A Police event number on its own will not be accepted as sufficient evidence of illegal activity.

Repeated or Serious Incidents of Tenant Damage

Where we have enough evidence of repeat or serious incidents of damage that a tenant is responsible for, we will apply for a specific performance order from the tenancy tribunal. In some circumstances, we may take action to end the tenancy.

Where we have evidence that a tenant has caused a fire or flooding (e.g. a report from the NSW Police or NSW Fire and Rescue), we will charge them for the costs of repairing the damage caused, or the cost of the insurance excess where the damage is covered by insurance.

Tenant Charges Over \$1000

If tenant charges are more than \$1000, we will apply to the tenancy tribunal for an order for compensation. We will request a certified copy of any orders. If the amount owing exceeds the jurisdiction of the tenancy tribunal, we may take other legal action, as approved by the General Manager, Customers and Communities, such as lodging an application for compensation with the Local Court.

Appealing Decisions about Tenant Charges

Tenants can lodge an appeal with us about decisions relating to tenant charges unless the matter has been or is being dealt with by the tenancy tribunal. Refer to our Appeals policy for more information about appeals.

The tenancy tribunal also hears matters about claims for tenant charges. We may apply to the tenancy tribunal to resolve a matter. Tenants can obtain independent advice from the Tenants Union of NSW.

If an order has been made at the tenancy tribunal and the tenant disagrees with the charge, they should lodge an appeal through the tribunal.

Outstanding Tenant Charges

We will manage outstanding tenant charges as outlined in our Arrears and Debt Management policy.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Translating

Overview

This policy explains how we will help our customers to use our services and understand information that we give to them.

Scope

This applies to Muslim Care

Guiding Principles

We understand that:

- This policy explains how we will help our customers to use our services and understand information that we give to them.
- Our customers may have trouble hearing or speaking, and
- That this can impact whether our customers can use our services or understand information that we give to them.

Our Promise

We will make sure that:

- We tell our customers how they can get help from an interpreter for free.
- We respect everyone's right to use an interpreter.
- Our customers can get information in their preferred language.

How We Will Help Our Customers

We will help our customers by:

- Using the Translating and Interpreting Service (TIS) to talk to customers who speak other languages.
- Including information about TIS in letters to our customers.
- Having employees who can help with simple questions.
- Having interpreters to help our customers in meetings.
- Using the Telephone National Relay Service (NRS) to talk to customers who need help hearing or speaking.
- Using sign language (AUSLAN) interpreters.
- Translating information into other languages.

Using Family, Friends or Our Employees as Interpreters

We will only use a family member, friend, carer, or another person such as an employee as an interpreter for simple matters or if we are unable to get a qualified interpreter.

If we need to discuss legal matters or more complex issues, we will arrange a qualified interpreter.

This does not stop family and friends from supporting our customers.

Telephone Interpreting Services (TIS)

The Telephone interpreting service (TIS) can be used by our customers and by our employees. Telephone interpreters can be booked in advance if it is hard to get interpreters for that language or if there are special needs.

On Site Interpreters

We will book an interpreter to come to a meeting in person if needed. For example, we will arrange on-site interpreters if:

- We are arranging an event or meeting (such as the AGM or community consultation) and our customers need interpreters.
- If we need to discuss a tenancy matter.

Interpreters for People Who Need Help Hearing or Speaking

We will use sign language (AUSLAN) interpreters to communicate with people who need help hearing or speaking.

We will use the National Relay Service (NRS) to communicate with customers who need help hearing or speaking. Our customers can call the NRS to communicate with us by telephone if they have a Teletypewriter (TTY) or a computer with a modem.

Translating Documents

If a customer needs our documents translated so that they can use our services, we will arrange for these documents to be translated at no cost to our customer.

We may also use telephone interpreters or employees to explain what our written documents say and to work out whether the customer needs the document to be translated. All documents that include contain sensitive or difficult information will be translated by qualified translators.

Privacy

We will follow the law and our Privacy policy when we use and store information that we get.

Feedback and Complaints

If a customer or employee has feedback or complaints about an interpreting or translating service, they should tell us.

Any issues that are reported will be passed to the Customer Feedback Representative.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Using a Property for Other Purposes

Overview

This policy explains our rules about how tenants can use their home.

Scope

This policy applies to all tenancies managed by Muslim Care

Purpose

The purpose of this policy is to:

- Explain the rules and responsibilities for tenants who want to run a business from their home.
- Make sure that properties that we own or manage aren't used for an illegal purpose, and aren't disturbing the peace, comfort or privacy of neighbours.
- Have clear rules about how homes can be used.

Guiding Principles

We encourage tenants to improve their employment and income opportunities. At the same time, we must also consider other things including:

- The peace, comfort and privacy of neighbours.
- The property and any damage that may happen.
- Any risk to us.

Running a Business From Home

A tenant must get our approval, in writing, before running any sort of business from their home. When we are deciding whether to let a tenant run a business from home, we will look at whether the tenant:

- Complies with any relevant laws or regulations
- Has current public liability insurance
- Has any licences needed to run the business
- Has the approval of the local council and all other authorities.

We will assess the risk to us before deciding whether a tenant can run a business. Decisions about running a business from our properties will be made by the General Manager, Customers and Communities.

When we let a tenant run a business from their home, we will ask them to agree to some rules. If the tenant doesn't follow these rules at any point or fails to meet any other requirements e.g. local council regulations or applicable laws, we will cancel our approval to run the business.

We will review approvals as needed.

Alterations to Our Properties

The tenant must ask us for approval before they make any changes to their home. More information can be found in our Alterations to Properties policy.

Complaints From Neighbours

We might cancel our approval at any time if the business is disturbing or causing harm to people in the nearby properties.

Unauthorised Use of Premises

If we find that a tenant using their home for any illegal purpose or is running a business from their home without approval, we will take legal action, which could include ending the tenancy.

Relevant Laws, Regulations and Standards

- Residential Tenancies Act 2010
- Children (Education and Care Services National Law Application) Act 2010
- Education and Care Services National Regulations 2011
- Children (Education and Care Services) Supplementary Provisions Act 2011
- Children (Education and Care Services) Supplementary Provisions Regulation 2012

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Vulnerable Tenants and Occupants

Overview

This policy explains what we will do to help tenants and household members that we think are vulnerable.

Scope

This policy applies to all tenants of Muslim care

Purpose

The purpose of this policy is to:

- Help our employees to identify tenants and household members who may be vulnerable.
- Make sure that we offer help to vulnerable tenants and household members so that they can successfully maintain their tenancy.
- Support vulnerable tenants and household members.

Definition

A vulnerable tenant or household member is someone who is at risk because of:

- Rent arrears
- Debt
- Hoarding and squalor
- Domestic and Family Violence
- Noise and nuisance
- Any other indicators in our Vulnerability Assessment Tool (VAT).

Without help or support, the person could be at risk of injury, illness or harm, or could lead to their tenancy being ended.

Identifying a Vulnerable Tenant or Household Member

We have an assessment tool that we will use to help us work out possible support needs around vulnerability or risk. Tenants or household members who are at risk or need support, can contact us directly to request help.

Point in Time Assessments

A tenant or household members can be assessed as vulnerable any time during the tenancy, but we will monitor vulnerability at the following points:

- When we offer a property.
- When a person is housed from a high priority category on Housing Pathways.
- When a person is housed from identified vulnerable groups.
- At the post-allocation survey.
- When we do our tenant surveys.
- When a tenant has rent arrears.
- During home visits and inspections.
- If a tenant tells us that themselves or their household members are experiencing any indicators of vulnerability
- Any time a tenant or household member contacts us

Responding to Vulnerability

If a tenant or household member is identified as being vulnerable, we make referrals to appropriate services (as agreed with the tenant/household members or as otherwise permitted by law) and continue to monitor the tenant's situation.

If a tenant or household member chooses not to engage with a Support Coordinator or specialist support services, we will monitor their situation and keep in contact with them through block meetings, home visits and inspections (as permitted by law). We will respect their right to privacy but may disclose such information where permitted or required by law.

Monitoring and Review

We will review the circumstances of all tenants or household members who are identified as being vulnerable 12 weeks after we make a referral and then again 12 months later.

If the tenant or household member's circumstances have changed, and we assess them as no longer being vulnerable, we will record this information in the tenant's record in One Housing.

If the tenant or household member's circumstances have not changed and they are still considered to be vulnerable, we will continue to support the tenant in line with this policy and any related procedures.

Relevant Legislation

- Residential Tenancy Act 2010 (NSW)
- Work Health and Safety Act 2011 (NSW)
- Privacy Act 1988 (Cth) including the Australian Privacy Principles (APPs)

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Reviewed frequency: 18 months

Water Charges

Overview

This policy explains how we will charge for water and meet our legal duties.

Scope

This policy applies to all tenancies managed by Muslim Care, except crisis and transitional accommodation. Crisis and transitional properties are exempt from paying water charges.

Guiding Principles

We will:

- Follow the rules in the Residential Tenancies Act 2010 (NSW) and the relevant Ministerial Guidelines for Water Charging in Community Housing.
- Make sure that water usage charges are fair and consistent.
- Advise tenants of any changes to this policy that will impact what they pay.

Properties with Separate Water Meters

We will charge tenants who live in properties with separate water meters for the water they use, as shown on the invoice from the water authority.

A separate water meter must be readily accessible for reading by the water authority and generate an individual water meter reading on the property's water account. If a water meter is not accessible for reading by the water authority and does not generate an individual water meter reading on the property's water account, we will charge the tenants

using the shared meter dwelling method.

Actual water charges will be added to the tenant's account when we receive a water bill.

We may make adjustments to water accounts if an account has been overcharged because of problems with faulty water meters or other billing problems.

Properties with Shared Water Meters

We will charge 4.5% of the household rent (including CRA) for water usage in properties with shared water meters where we pay a water usage account. The maximum water usage charge for social housing tenancies with shared meters will be \$8.50 per household per week. There will be no maximum charge for affordable housing tenancies.

Shared water charges will be added to the tenants account each rent billing cycle.

We will review the percentage and maximum amount from time to time to make sure it is consistent with actual water charges and may adjust the percentage and maximum amount.

We will check that the tenants in each building are not paying more than the water charges for that building each year. If the total amount paid by all tenants in a building is more than the total bill from the water authority for that period, we will credit each tenant's account for the overpaid amount.

Northern Region

Tenant's living in the Northern Region will be charged 5.2% of the household rent (excluding CRA) for water usage in properties with shared water meters where we pay a water usage account. The maximum water usage charge for social housing tenancies with shared meters in the Northern Region will be \$9.40 per household per week.

Common Area Water Usage

We will pay the water usage for all common areas.

In properties with a shared water meter, we will make sure that we allocate 10% of the total water bill for common area usage. This amount will be deducted from the total water bill for the building each year before we determine if the tenants have paid too much.

Payment of Water Usage Charges

Tenants can pay their water usage in a lump sum payment or pay an amount each week/fortnight. Any payments for water must be specified as water payments at the time of payment at the bank or must be made using our Centrepay code for water payments.

If a water charge remains unpaid for more than 21 days from the date it is charged to the tenant's account, we may take action through the NSW Civil and Administrative Appeals Tribunal for payment of the unpaid water usage charges.

Allowances

We may consider granting allowances to tenants in properties with separate water meters if:

- the tenant or household member has a medical need to use 25 kilolitres of water or more above the normal use for a household of the same size (e.g. the tenant or household member is undergoing home-based dialysis); and
- the local water authority does not provide an allowance for such circumstances.

We will not provide water allowances:

- To tenants who are temporarily away from their properties
- To households who pay a shared meter water payment
- Where a local water authority provides an allowance

Where a local water authority provides an allowance, we will assist the tenant to obtain an allowance form the water authority.

Tenants who want to apply for a water usage allowance, must complete the Water Allowance Application form and provide documented evidence to support their application. We will advise the tenant of the outcome of their application in writing within 28 business days. If an exemption is granted, the exemption will be provided for a 12-month period. After the 12-month period has ended, the tenant must re-apply for an exemption.

Where a tenant is approved for a water allowance, we will provide an allowance of 100 kilolitres of water per quarter.

Tenants Moving Properties or Exiting Housing

If a tenant is transferring to another property or exiting our services, we will charge for water usage up to the end of the Residential Tenancy Agreement they are moving away from.

Hardship

We will assist tenants who are experiencing financial hardship as per our Financial Hardship policy.

Appeals and complaints

Tenants can appeal decisions relating to water charging. In particular, the following appeal mechanisms exist:

- Appeals to the us about how we apply this policy. For further information about appeals refer to our Appeals policy.
- Appeals to the Housing Appeals Committee (HAC) about how we charge shared water usage or a decision to grant a water usage allowance.

The Housing Appeals Committee will not hear appeals relating to the actual water usage charges for tenants in properties with a separate water meter.

Concerns about this policy and to compliance with the Regulatory Code can be referred to the NSW Office of the Registrar Community Housing.

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 18 months

Tenant Rights & Participation

Customer Service

Overview

This policy explains our commitment to our customers and how we will meet our legal duties.

Scope

This policy applies to all services provided by Muslim Care

Customer Service Principles

We are committed to:

- Making sure that we show our values of Innovation, support, accountability, respect and integrity in the way we deliver our services.
- Treating all customers in line with our customer service values
- Giving all people who are looking for housing access to our services and information.
- Making sure that people are not treated differently because of their ethnicity, gender, marital status, pregnancy, disability, and sexual preference as per the Anti-Discrimination Act 1977 (NSW).
- Following the Privacy Act 1988 (Cth) and the Health Records and Information Privacy Act 2002 (NSW).
- Providing safe, secure, affordable, and appropriate housing.
- Following the National Regulatory Code and all relevant laws and standards.
- Making sure that our policies are accessible to customers.

Tenants' Rights

Making sure that our policies are accessible to customers

- Ask about their housing needs and preferences.
- A secure tenancy which meets the rules in the Residential Tenancy Agreement, funding guidelines and other relevant laws.
- Provide feedback, make a complaint or appeal a decision.
- Have a support person help them.
- Be given information on how they can participate and have their say.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Tenant Participation

Overview

This policy outlines how our tenants can participate in activities and have their say.

Scope

This policy applies to all tenant participation activities organised by Muslim Care.

Guiding Principles

We will:

- Give our tenants real opportunities to participate in activities, get information and have their say
- Help our tenants to get the skills and resources they need to improve their lives and their communities
- Make sure that all tenants can participate by providing access to interpreters and disability access.
- We understand that not all tenants will want to participate in our activities and events and respect a tenant's choice not to participate.

Our Commitment to Tenant Participation

We will:

- Value input from our tenants and use their input to improve our services.
- Regularly tell tenants about opportunities to get involved.
- Help tenants to get involved in projects, activities and programs that help them to improve their lives.
- Encourage tenant involvement in community events, block meetings, outings and social gatherings.

Tenant Coordination Panel

Our Tenant Coordination Panel (TCP) is made up on a maximum of 10 tenants from the Metro South and West regions and is part of our Tenant Group.

The TCP meets 4 times a year and is guided by a Terms of Reference. The TCP gives our tenants a chance to connect with our employees.

Local Tenant Groups

Our Local Tenant Groups (LTG) aim to get our tenants involved at a local level. Meetings are set up in local areas and based around place making activities, tenancy management and social events.

The LTG will be linked to our Tenant Coordination Panel. The group can invite their Tenancy Manager, other employees and local community to any of

their meetings. Local tenant groups can meet as many times as they want and are guided by their Terms of Reference.

Reimbursement

Members of the TCP or LTG can ask us to reimburse them for expenses, such as travel costs. TCP and LTG members must get approval from the Place Coordinator before they pay for any costs and they must give us receipts for any expenses. Money reimbursed for expenses is not a wage.

We will reimburse;

- \$0.39 for every kilometre travelled, once a travel log diary is submitted after each occurrence.
- Any out of pocket expenses e.g. food, printing etc.

Feedback From Tenants

We will gather feedback from our tenants:

- During home visits, tenant meetings, phone calls, face to face discussions and office interviews
- Through tenant satisfaction surveys, evaluations, tenant consultations, suggestion box and.
- From our Local Tenant Groups and Tenant Coordination Panel.

Consultation with Tenants

We will consult with tenants as appropriate by:

- Talking to a representative group of tenants
- Block meetings
- Postal surveys
- Telephone surveys
- Home interview surveys
- Email surveys
- Relevant associations or stakeholders

Participating in decision-making

We will make sure that tenants have opportunities to participate in decision-making:

- Becoming a member of our Board of Directors
- Become a member of the Tenant Coordination Panel or Local Tenant Groups
- Attending block meetings, local tenant meetings
- Attending annual tenant forums
- Attending community consultation on place making sites

Informing Tenants

We will tell tenants about what is going on through:

- Our regular tenant newsletter
- Our website
- Brochures and fact sheets
- Social media
- SMS message
- Our publicly available policies

— **Policy Information**

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 12 months

Asset Maintenance & Modification

Asset Maintenance

Overview

This policy outlines how we will manage maintenance of our properties

Scope

This policy applies to all properties owned, managed and leased by Muslim Care. We carry out maintenance on all our properties except for leasehold properties.

Purpose

We undertake maintenance of our properties to:

- Ensure all our tenants live in properties that are safe, clean and liveable, as defined in Land and Housing Corporation (LAHC) Asset Performance Standards
- Maximise the useful life of our properties
- Ensure our maintenance decisions align with the Strategic Portfolio Planning and Programming
- Ensure maintenance on our properties is efficient, affordable, reliable, timely and to a good standard
- Meet our legal and regulatory duties as set out in Short Term Lease (STL) and Social Housing Management Transfer (SHMT)

Agreements, regulatory framework and Community Housing Assistance Agreements (CHAA).

Our maintenance framework

This policy sits within our Asset Management Framework, which outlines our process for strategic asset planning, including 10-year plans and annual asset plans. We have a 10 Year Plan and Annual Plan for our overall portfolio and separate 10-year plan and annual plan for Northern Region. We also have policies and procedures that cover all our asset management activities.

Our approach to maintenance

We:

- Base our planning and investment on agreed measures and rules around asset condition and portfolio need
- Optimise our investment in maintenance across the whole portfolio to maximise the value for money achieved from this expenditure
- Formulate our maintenance program in collaboration with Finance as part of budget management process
- Consult widely with stakeholders, including tenants and LAHC, in developing asset plans
- Look for opportunities to achieve broader social outcomes for tenants such as training or employment in the delivery of property services where it can be done cost effectively

- Work collaboratively with LAHC to deliver on government priorities, and
- Work closely with stakeholders and other housing providers, particularly community housing providers in adjacent regions, and develop and efficiency in joint plans where appropriate.

We take a common approach across all properties in planning and delivering maintenance.

Internal maintenance

For maintenance inside properties, the general principle is that we will undertake work where it is most needed. Priority is derived from regular inspections of the properties with an emphasis on those Below Maintained Standard (BMS) or categorised as high priority. In practical terms, this means we:

- Use data from assessment of the properties to develop an annual plan and allocate our budget
- Obtain concurrent agreement and incorporate recommendations from LAHC
- Create work scopes for properties below maintained standard and high priority component items
- Review work scopes and prioritise to meet budget allowing a contingency
- Issue work scopes and monitor the completion of the work
- For Northern Region, we issue work scopes to LAHC to review and raise work orders to AMS contractor and manage their delivery
- Assist with responsive repairs as required, whilst aiming to minimise responsive maintenance by optimising our planned maintenance.

We use two methods for assessing property condition and maintenance priority.

- For our portfolio (except Northern Region), we use the Condition Assessment Survey Inspection (CASI- see CASI procedure)
- For Northern Region, we use the Property Assessment Survey (PAS) method developed by LAHC (see PAS procedure)

External maintenance

For external works on buildings and cyclical maintenance, we:

- Assess the need for planned works based on whole buildings (not piecemeal work by component)
- Manage each building to a life cycle and factor replacement of essential items into plans (e.g. safety and emergency) based on condition

surveys rather than replacement to a pre-set cycle (5/10/15/20 years)

- Manage common areas on a cycle of work- we have identified the regular maintenance requirements and have factored these into our plans (yearly or as required, such as essential services, lawns and grounds)
- Maintain quality by having a Quality Officer/ Auditor to review work scopes and reports to confirm that the required work has been undertaken and delivered to LAHC Asset standards
- Manage structural repairs and fire engineered compliances. For Northern Region, we do this through a separate process in consultation with LAHC.
- Only replace items when they fail or are very close to failure to maximise their useful life.

The policies and process for each element in the process are articulated separately.

General asset management

- Common Area Management;

This applies to common areas we manage. Where common areas are still managed by Family and Community Services (FACS) or Strata Manager, responsibility for maintenance remains with FACS or the Strata Manager.

The common area management responsibilities encompass components such as:

- Building exterior
- Building entrance and lobby
- Stairs, walkways, passages, lifts
- Common carpark
- Common gardens and lawns
- Essential Fire Safety Services maintenance

Keys to properties

We will only keep keys for common areas and vacant properties.

Common Area keys are stores in our head office and they are recorded in One Housing. For high rise apartment buildings, we will install a security coded lock box on site which will contain Common Area keys to be used in case of emergency.

Vacant property keys will be stores on site in contractor's security lock box. Tenant charges We may charge tenants for repairing damage to a property or other costs which are the tenant's responsibility e.g. a locksmith to let the tenant into their property if they are locked out or replacing lost keys.

If the tenant is responsible for repairing damages or other costs and we arrange the repairs or services,

we will charge tenants for the costs. These are known as Tenant Charges.

Relevant laws, regulations or standards

- Residential Tenancies Act 2010 (NSW)
- Disability Discrimination Act 1992 (Cth) (Disability Discrimination Act)
- Community Housing Provider (Adoption of National Law) Act 2012 (NSW) (CHP Act)
- National Regulatory System for Community Housing
- National Construction Code
- Environmental Protection and Biodiversity Control Act 1999 (Cth)
- Heritage Act 1977
- Environmental Planning and Assessment Act 1979
- Swimming Pools Act 1992
- Strata Schemes Management Act 2015 NSW
- Work Health and Safety Act 2011
- Work Health and Safety Regulations 2011 (NSW)
- Dividing Fences Act 1991 NSW
- Housing Act 2001 NSW
- Home Building Act 1989 NSW

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Policy Information

Version: 1

Review frequency: 18 months



Modifications

Scope

This policy applies to all Muslim Care properties. This policy related to tenant requests for Muslim Care to carry out modifications to a property, it does not relate to alteration requests. Alterations are works carried out by tenants, at their own cost, with approval from Muslim Care

Purpose

- To assist tenants to remain in their current property where possible.
- To meet the requirements of applicants with disabilities/special needs.
- To modify capital or Muslim Care owned properties to suit people with disabilities/ special needs if its economically viable to do so.
- To comply with the legal requirements of the Residential Tenancies Act 2010 (NSW), Housing Act (NSW), the Housing Regulation, the Home Building Act, Disability Discrimination Act and other relevant laws and codes.

What are Modifications

Modification are changes which are made to a property by Muslim Care because an applicant, tenant or household member has an identified

need that means their current property is no longer suitable.

Modifications can improve quality of life and may give the tenant the option of staying in their current property rather than moving elsewhere i.e moving into a nursing home or transferring to another property.

Applicants, tenants or household members with an identified need are usually tenants or household members who:

- Are elderly
- Have a disability or medical issue

Alterations are different to modifications. Alterations are improvements that are made to a property at the tenant's cost.

Categories of Modifications

Modifications are grouped into two categories: minor or major modifications. Minor modifications involve non- structural work.

Examples of minor modifications include:

- Adding grip rails
- Installing a hand held shower set, and
- Changing to lever style taps.

Major modifications usually involve structural changes. Examples of major modifications include:

- Widening doorways,
- Providing ramp access
- Modifying the kitchen, bathroom or laundry,
- Replacement of floor coverings, and
- Modifications that require Development Application (DA) approval.

Capital Properties

Muslim Care must request approval from the owner of the property to make major modifications.

Muslim Care Owned Properties

Muslim Care will undertake modifications where the modifications:

- Are assessed to be economically viable,
- Will help the tenant to remain in their home,
- Comply with any program, regulatory or environmental standards, restrictions or covenants that apply to the residential premises (for example, tenants may not be allowed to install air conditioning or heating at the premises), and
- Are approved by other relevant parties.

Leasehold Properties

Muslim Care will not undertake modifications of leasehold properties. Muslim Care may assist tenants residing in leasehold properties by negotiating with the landlord to undertake

modifications.

Economic Viability

Factors considered by Muslim Care in determining whether a modification should be made include:

- Long term value of the property
- Costs of alternative approaches
- Consideration of any funding sources available
- Cost/benefit of relocating the tenant and household members
- Undertaking an assessment of the request to ensure that the modifications meet both the current and the likely future requirements of the tenant and future tenants.

If the required modification is not economically viable or will not alleviate the problem, Muslim Care may transfer the tenant to another property that meets their needs when one becomes available. See Transfer policy.

Request for Modifications

If a tenant or household member has a disability or medical need that means their current property is no longer suitable to their needs they can request Muslim Care to undertake modifications to the property. Similarly, a request for a modification may be made internally for an applicant who has an identified need.

The tenant must complete a Modification Request form and supply appropriate supporting documentation as stipulated on the form. For minor modifications appropriate documentation may include a medical certificate or a written recommendation from a doctor or other health care professional. For major modifications an Occupational Therapist and/or specialists report must be provided.

Assessing Requests for Modifications

Once the completed form and supporting documentation is received, Muslim Care's Senior Asset Officer will assess and consider the required modifications in consultation with the relevant Manager, Housing Services and Renewal, and the Manager Operations, Property Services. They will consider the following factors when assessing requests for modifications:

- Whether the tenant will be able to sustain their tenancy if modifications are undertaken
- Whether it is economically viable to undertake modifications
- Whether approval must be obtained from other parties. For example: the owner of the property, local council or the Owners Corporation.

If further information is required Muslim Care's Tenancy Manager will arrange an in-home meeting

with Muslim Care's Senior Asset Officer, the tenant and any support person they require, as well as any relevant medical personnel (if possible).

Muslim Care's Standards in Responding to Request for Modifications

Once the Request for Modification has been assessed and a decision has been made, the Manager Operations, Property Services will advise the tenant or applicant of the decision in writing within 28 days of receiving the request. If a decision cannot be made within 28 days the Manager Operations, Property Services will advise the tenant or applicant of the reasons for the delay and the expected timeframe for a decision to be reached.

The letter will also advise the tenant of their right of appeal. If approved, the Senior Asset Officer will arrange for the modifications to be undertaken by a selected contractor.

Policy/Procedure Information

Version: Draft

Approved:

Amended:

Reviewed:

Planned Maintenance: General

Overview

This policy outlines our approach to planned maintenance

Scope.

This policy applies to all properties owned, managed and leased by Muslim Care. We carry out maintenance on all properties except for leasehold properties.

Policy statement

We plan and budget a program scheduled maintenance to maximise the life of dwellings and make sure that we comply with our legal and contractual responsibilities.

We aim to optimise our budget by achieving the best possible balance between planned and responsive maintenance.

We formulate our maintenance program in collaboration with Finance as part of budget management process

Planned maintenance

There are 3 categories of planned maintenance:
- **Programmed maintenance:** based on property condition. We assess our properties regularly and identify the highest priority based on function, safety and appearance. This category forms most of our planned work by volume and value each year

and is captured in the annual asset management plan. The highest priority works are scheduled in our Annual Asset Management Plan.

We use two methods to assess the property condition- our in-house Condition Assessment Survey Inspection (CASI) for all properties except Northern Region, and the Property Assessment Survey method developed by the Land and Housing Corporation (LAHC) for Northern Region properties see separate policies for details.

- **Cyclical maintenance:** we plan regular maintenance on works that are undertaken on a regular cycle e.g. compliance inspection of fire safety equipment. These are also budgeted in our Annual Asset Management Plan.

- **Special projects:** we have a range of special projects that are also planned and budgeted in the annual asset management plan, including: security upgrades; upgrades to core infrastructure and alteration (see Planned maintenance- special projects for detail)

End of tenancy

Where a property becomes vacant within 12 months of any planned maintenance being due, we will consider bringing the work forward to minimise the impact on future tenants. For example, if the component is rated low on CASI rating it will be upgraded during the vacant term. Priority will be given to items that improve the safety and security of tenants.

Relevant laws, regulation or standards

- Residential Tenancies Act 2010 (NSW)
- Disability Discrimination Act 1992 (Cth) (Disability Discrimination Act)
- Community Housing Provider (Adoption of National Law) Act 2012 (NSW) (CHP Act)
- National Regulatory System for Community Housing
- National Construction Code
- Environmental Protection and Biodiversity Control Act 1999 (Cth)
- Heritage Act 1977
- Environmental Planning and Assessment Act 1979
- Swimming Pools Act 1992
- Strata Schemes Management Act 2015 NSW
- Work Health and Safety Act 2011
- Work Health and Safety Regulations 2011 (NSW)
- Dividing Fences Act 1991 NSW
- Housing Act 2001 NSW
- Home Building Act 1989 NSW

Policy Information

Version: Draft

Approved:

Amended:

Review frequency: 18 months

Planned Maintenance: Cyclical

Overview

This policy outlines how we manage the maintenance of the regular and cyclical works for our portfolio

Scope

This policy applies to all properties owned, managed and leased by Muslim Care. We carry out maintenance on all properties except for leasehold properties.

Policy Statement

We plan and optimise the regular and cyclical maintenance of our properties as part of our annual asset planning in collaboration with Finance as part of budget management process. These activities are included in the plan and budget for all our properties. The budget for a year is outlined in the Annual Asset Management Plan.

Cyclical Maintenance Activities

- Termite Inspections;

We conduct termite inspections on all capital properties and selected owned properties every two years (undertaken by specialist contractors). We also look for signs of termite infection/damage during property inspections.

- Smoke detectors;

We install smoke detectors in all our own properties and inspect them in all our properties annually.

For leasehold properties, we require the property owner to install and maintain smoke alarms as required by the Residential Tenancies Agreement. If a leasehold property has no smoke detector installed, the Leasehold Acquisitions Manager must ask the owner to install a smoke detector immediately. We will not allocate properties that do not have smoke alarms.

- Residual Current Devices (RCDs);

All new properties have RCDs included as part of construction. We install RCDs in existing buildings if they are not present. We test RCDs annually at the same time as testing smoke alarms. Any decisions about RCD's must be made in accordance with LAHC's PCD policy.

- Kew window locks;

We install keyed window locks in all our properties to lock windows closed and to allow partial opening for safe ventilation (required by the Strata Schemes Management Act and LAHC Window Lock policy for managed properties). We ensure keyed window locks are installed prior to occupation.

- Essential Fire Safety Measures;

We conduct essential fire service maintenance annually to meet legislative requirements we employ fire maintenance specialists to provide an annual certificate of compliance.

Core Infrastructure Maintenance

We undertake regular maintenance on lifts, stormwater drains and water tanks based on the lifecycle of each component. We engage specialist contractors to plan and undertake these works.

We repair driveways and pathways as required

Cleaning and Vegetation Management

For all owned and managed properties excluding northern region, we specify a regular cycle of works for common area cleaning, lawn moving, and regular pruning/trimming of trees and shrubs. This work is undertaken either through our multi-trade contracts or by specialist contractors. We regularly audit the quality standards of the work undertaken by the contractors to ensure compliance with Lawns Ground and Cleaning contract terms and conditions. Tenants must not plant or remove trees or plants in common areas, except in space nominated as community garden.

For leased strata plan units, a Strata Manager is responsible for the common areas landscape and grounds management. When we become aware of common area maintenance issues, we will advise the Strata Manager.

Cleaning and Vegetation management – Northern Region

For LAHC owned properties in Northern Region, the LAHC contractor manages the lawn and grounds works. We conduct regular quality assurance audits as outlined in the LAHC Vegetation Management Procedure.

Private Yards

Our tenants are responsible for maintaining private yards, including lawn mowing, pruning manageable size trees and cleaning gutters of single storey houses.

Relevant Laws, Regulation or Standards

- Residential Tenancies Act 2010 (NSW)
- Disability Discrimination Act 1992 (Cth) (Disability Discrimination Act)
- Community Housing Provider (Adoption of National Law) Act 2012 (NSW) (CHP Act)
- National Regulatory System for Community Housing

- National Construction Code
- Environmental Protection and Biodiversity Control Act 1999 (Cth)
- Heritage Act 1977
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- Strata Schemes Management Act 2015 NSW
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- Work Health and Safety Regulations 2011 (NSW)
- Dividing Fences Act 1991 NSW
- Housing Act 2001 NSW
- Home Building Act 1989 NSW

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 18 months

Planned Maintenance: Special Project

Overview

This policy outlines how we will manage the range of special projects that are carried out from time-to time within our annual planned maintenance program.

Scope

This policy applies to all owned, managed and leased properties by Muslim Care. We will apply this policy to inform recommendations to strata or property managers of leasehold properties.

Policy Statement

We plan and budget for special items in our 10 year and annual asset maintenance plans in collaboration with Customers and Communities and Finance as part of the budget management process. The volume and value of planned work for the current year is outlined in the Annual Asset Management Plan. This work includes:

- Works (that are not urgent – covered through reactive maintenance) that fall short of Muslim Care SASH (Safe and Sustainable Homes) standard – these works are given priority in our annual Planned Maintenance Planning works programme.
- Fire legislation compliance works not covered by annual Essential Fire Safety Management (EFSM) inspections and recommendations by our appointed external specialists.
- Any emerging structural matters that can be prevented by early intervention
- Upgrades to core infrastructure
- Security upgrades
- Hazardous material management
- Gutter cleaning (all except single storey house

including common areas)

- Alterations
- Pest control (common areas only)
- Fences
- Non-dedicated roads, pathways and driveways – especially trip hazards and potholes
- Trees – Grouped as a project where there is no immediate safety risk (trees that are safety or immediate risk to an asset will be treated as a responsive repair)

Special Projects

- Core Infrastructure upgrade;

We replace or upgrade all utilities within the property boundary, including lifts in multi-storey buildings, Building Essential Services (BES) relating to fire, electrical, mechanical, plumbing and/or building structure systems to ensure that our properties meet our Safe and Sustainable Homes (SASH) standard at all times. We plan for these upgrades on a life-cycle basis and include estimates of the planned works in our 10 Year and Annual Asset Plans.

Security Upgrades

- Cameras;

We may install security cameras if we believe that it will help with customer safety and building security or to reduce illegal activity or unacceptable behaviour at our properties. The relevant Asset and Tenancy Managers are jointly responsible for determining if security cameras are appropriate on a case-by-case basis. A business case will then be prepared pending delegation limits for approval.

We will inform our tenants when we are going to install security cameras at their property, and we will install signage at our properties where we have security cameras installed.

We will make sure that we meet our duties under privacy laws and Local Planning Policies. Access to security camera footage will be restricted to our staff or staff of partner organisations who have a business need for access.

Most of our security cameras will be activated when there is movement. Digital recordings will be available for a 4 week rolling timeframe to allow review of reported incidents. Recordings from security cameras will only be accessed by our authorised employees as needed.

We will only provide footage to external parties as permitted by privacy or other relevant laws. This may include providing footage to an enforcement body for enforcement related activities (as defined by the Privacy Act 1988 (Cth)). The Privacy Officer will be responsible for making decisions about

releasing footage from our security cameras.

Tenants may request approval to install security cameras under our Alterations policy.

- Other security features;

We will install intercoms, door locks, security gates, fencing and signs. The relevant Asset Manager and Tenancy Manager are jointly responsible for determining the level and extent that these security features are appropriate for the property.

Non-dedicated roads, Pathways and Driveways

We undertake maintenance or repair works to these features where those works are not provided by a local council or LAHC. We will engage a specialist contractor for these works as needed – mainly trip hazards and potholes.

Hazardous Materials Management

We repair, replace or make good building elements as required to meet legislative and/or LAHC requirements. This includes actions required to be undertaken for lead paint, asbestos and other hazardous materials.

If tenants become aware that these substances have been disturbed, they contact our maintenance helpline so that we can arrange for any risk to be managed. For more information, refer to our Asbestos Management Policy.

Gutter Cleaning

We clean gutters on attached dwellings or multi storey residential buildings.

For freestanding properties including houses, townhouses and villas, tenants are responsible for making sure that their gutters are cleaned. If a tenant is elderly or has a disability, we will arrange and pay for the gutters to be cleaned. At no time do we expect a tenant to climb on a roof.

Alterations

Our tenants may request modifications and/or additions to a property that are non-disability related. Refer to our Alterations policy for more information.

Pest Control

As a landlord, we are responsible for:

- Fumigation of vacant properties
- Fumigation for household pests within six months of the tenancy starting
- Fumigation to common areas
- Treatment to prevent bird and possum access

The Asset Team is responsible for determining the need for pest control activities on a case by case basis.

We have limited the annual termite inspection program (through external specialists) to those properties deemed at highest risk as the cost of the entire portfolio program was significantly greater than the annual rectification expenditure.

Fences

All properties that we manage have dividing fences that meet the Land and Housing Corporation (LAHC) Asset Performance Standards for safety, function and appearance. If a fence does not meet these requirements, we will arrange repair or replacement of the fence.

If the owner of a neighbouring property requests to replace a fence that divides a property that we manage, they will be required to submit a written request which includes the following information:

- The addresses of both properties and proof of property ownership in the form of a rates notice.
- Evidence that the existing fence is not of an adequate standard (for example, to maintain sufficient privacy or security, or the fence needs replacing).
- The boundary line where the proposed fencing work will be carried out.
- The type, length and height of the proposed fence.
- The cost of the proposed fencing work, including at least two quotes for the proposed work.

If the owner of a neighbouring property wants to install a fence which is better than the standard required, we will only pay half of the cost of the standard fence type in accordance with the Dividing Fence Act 1991 (NSW).

When assessing or initiating requests to replace dividing fences, we will meet our responsibilities under the Dividing Fences Act 1991 (NSW), Residential Tenancies Act 2010 (NSW), Environmental Planning and Assessment Act 1979 (NSW), State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (NSW), Local Environmental Plan of the relevant Council and LAHC's Dividing Fences Policy (where relevant).

Trees

Most properties we manage have trees of varying scale either within the curtilage or adjacent. Whether they are considered significant depends on the local government area where the property is located.

Trees that are not considered significant which are likely to damage our property will be pruned or removed.

If a significant tree is located on a neighbouring property or council land, and is likely to damage our property, we will notify the owner of the land and obtain consent to prune or remove the tree. This may include obtaining consent from council (as required)

Where the property is owned by LAHC, we may apply to LAHC for an authorisation letter granting approval to lodge with council a tree pruning and removal application on behalf of LAHC.

In cases where the trees are likely to cause injury or damage and the owner of the land will not provide consent, we will comply with the requirements of the Trees (Disputes Between Neighbours) Act 2006. All pruning or tree removal costs are to be paid by the party who is commissioning the work.

Audit

This work sits under the general PMP category for which our over-riding policy is that all such work is audited by an Asset Officer, Contracts Officer, Quality Officer or Project Coordinator through a site visit or desk top audit to confirm acceptability and to ensure the correct work has been carried out to the requested standard

All works undertaken by Muslim Care through this policy constitute works of a reasonably significant scale and complexity – with the majority being classed as safety and compliance - either rectification or prevention,

This works requires a detailed and often specialist scoping and methodology for implementation.

At that point once the audit is completed – the contractor is requested to invoice for the works (unless the program is significant warranting interim monthly progress payments based on the auditing officer being satisfied with the quantum of the program being undertaken from month to month).

Relevant Laws, Regulations or Standards

- Residential Tenancies Act 2010 (NSW)
- Disability Discrimination Act 1992 (Cth) (Disability Discrimination Act)
- Community Housing Provider (Adoption of National Law) Act 2012 (NSW) (CHP Act)
- National Regulatory System for Community Housing (NRSCH)
- National Construction Code (NCC)
- Environmental Protection and Biodiversity Control Act 1999 (Cth) (EPBC Act)
- Heritage Act 1977 (Heritage Act)
- Environmental Planning and Assessment Act 1979 (NSW) (EPA Act)
- Swimming Pools Act 1992 (NSW) (Swimming

Pools Act)

- Strata Schemes Management Act 2015 (NSW) (Strata Schemes Act)
- Work Health and Safety Act 2011 (NSW) (WHS Act)
- Work Health and Safety Regulations 2011 (NSW) (WHS Regulations)
- Dividing Fences Act 1991 (NSW)
- Housing Act 2001 (NSW)
- Home Building Act 1989 (NSW)
- Trees (Disputes Between Neighbours) Act 2006

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 18 months

Quality Assurance

Overview

This policy outlines how we ensure that our maintenance work is completed and meets Muslim Care assurance standards.

Scope

This policy applies to all properties owned, managed and leased by Muslim Care

Quality Assurance

Our quality assurance covers:

- Condition assessments- Condition Assessment Survey Inspections (CASI) for our own properties, and Property Assessment Survey (PAS) – the LAHC originated property inspection regime for our northern region and the LAHC 20-year lease program)
- Safety compliance
- Assessment of structural integrity,
- Audits of all our planned maintenance works, and
- Audits of work performed by our Multi Trade Contractors (MTC)

Property inspections for all SGCH owned, SAHF 2 Leaseholds and managed properties (except Northern Region)

We inspect all owned and managed properties every 3 years using the Condition Assessment Survey Inspection methodology (CASI). This method assesses asset quality for safety, function and appearance including identification of any structural defects (see Property Assessment policy).

Property Inspections include the building fabric internally and externally, common areas and garden and external paths for condition, tidiness and safety compliance.

Property inspections for Northern Region and Project 20 properties

For all managed properties located within the Northern Region, and properties included in Project 20 (all owned by LAHC), we carry out a Property Assessment Surveys (PAS) every 3 years, along with a CASI inspection. PAS inspections assess asset quality for safety, function and appearance including identification of structural defects (same three items as CASI), and rank asset condition using the PAS methodology defined by the Land and Housing Corporation (LAHC) (see 'Property Assessment—Northern Region'). This provides LAHC with an overall Aggregated Portfolio Condition Score (APCS) for the properties we manage for them.

Property inspections for SAHF2 leasehold

All SAHF 2 properties will transition from a 2 year CASI inspection to once every 3 years to align with the rest of the SGCH property portfolio arrangements - for consistency and efficiency.

Leasehold inspections

We undertake property inspections with the owner/landlord of leasehold properties annually or as required. If we identify any property issues during an inspection, we will record these and report them to the owner/landlord for repair.

Safety compliance

We undertake a Property Safety Compliance Assessment (PSCA) annually for each owned, managed or leasehold property to make sure that we comply with our legal obligations and obtain annual certification where required for:

- Annual Fire Safety Statement, where applicable for each Essential Fire Safety Measure installed in the building as per legal requirements
- Annual smoke alarm testing & servicing for statutory compliance
- Annual residual current devices (RCD) testing compliance
- Thermostatic mixing valves compliance

The following safety checks are conducted at the CASI & PAS inspection every 3 years:

- Work Health and Safety – Checks for pathways, walkways, stairs, handrails, ramps and access/egress to buildings.
- Key window locks compliance
- Swimming pool barriers compliance
- Structural Integrity Assessment

We conduct routine structural integrity checks of owned, managed or leasehold properties every three years. These assessments allow us to identify any emerging structural issues and plan for any items that need repair (see Structural Repairs procedure for detail).

Contractor Audits

We check work done by our contractors to make sure it is satisfactory. Audits include desktop reviews of completed work orders, site inspections or call-backs to tenants after the work is undertaken to confirm that the work is complete and assess tenant satisfaction.

If work is found to be sub-standard, contractors will be required to return to site and rectify the work. All works undertaken by our MTCs benefit from a 12-month workmanship and materials warranty. Any failures are referenced as a re-work in the Work Order to ensure SGCH benefits from this warranty period – and generally rectified at no cost.

Relevant laws, regulations or standards

- Residential tenancies Act 2010 (NSW)
- Disability Discrimination Act 1992 (Cth) (Disability Discrimination Act)
- Community Housing Provider (Adoption of National Law) Act 2012 (NSW) (CHP Act)
- National Regulatory System for Community Housing (NRSCH)
- National Construction Code (NCC)
- Environmental Protection and Biodiversity Control Act 1999 (Cth) (EPBC Act)
- Heritage Act 1977 (Heritage Act)
- Environmental Planning and Assessment Act 1979 (NSW) (EPA Act)
- Swimming Pools Act 1992 (NSW) (Swimming Pools Act)
- Strata Schemes Management Act 2015 (NSW) (Strata Schemes Act)
- Work Health and Safety Act 2011 (NSW) (WHS Act)
- Work Health and Safety Regulations 2011 (NSW) (WHS Regulations)
- Dividing Fences Act 1991 (NSW)
- Housing Act 2001 (NSW)
- Home Building Act 1989 (NSW)

Policy Information

Version: 1

Review frequency: 18 months

Responsive Maintenance

Overview

This policy outlines our response to damage and urgent repairs.

Scope

This policy applies to all properties owned, managed and leased by Muslim Care. We carry out maintenance on all properties except for leasehold properties.

Policy Statement

- We triage calls for repairs on the basis of urgency.
- We aim to optimise our maintenance expenditure through a planned maintenance program that is intended to minimise the need for responsive maintenance
- Our responsive maintenance is primarily delivered through our multi-trade contracts

Responsive Repairs

Responsive repairs are necessary to return a building component to a safe and functional level and to remove customer discomfort which if not undertaken could become a risk to health and safety.

Responsive repairs are requested following the functional failure of the component but not limited to the failure due to an emergency or weather event.

For leasehold properties, we will work with landlords to ensure that repairs are completed within the target response times where possible.

Emergency Repairs (R1)

These are incidents where a property is unfit for habitation and/ or there is a potential danger to life—e.g. serious damage from fire, storm, water, gas leak or electrical fault. We respond to these within 4 hours.

Urgent Repairs (R2)

We respond within 24 hours to calls relating to faults in essential services such as gas, electricity or water supply or a fault or damage which causes the property to be unsafe or insecure such as a blocked toilet, serious roof leak, broken glass or faulty appliances.

Non-Urgent Repairs (R3)

We respond within 14 days where the property is damaged but not unsafe, which could include inoperable windows, lights or a leaking tap. Handyperson repairs (formerly Routine repairs R4) Where damage is lower impact and does not prevent normal use of the property, the scheduled response time is 28 days and the work is delivered by our in-house team of handypersons. Examples include broken sash cords, internal doors that won't close, damaged fly screens, broken internal door handles, faulty appliances or workmanship or building faults. The handyperson may undertake any other similar small works that the customer identifies as part of the service call. R4 requests are managed by our in-house team.

After Hours' Service

We have a service for emergency and urgent repairs outside of normal business hours (9am to 5pm Monday to Friday) and weekends and public holidays. Calls to our maintenance call centre during these times are directed to the afterhours service to manage the response (this has not been established).

Bed Bugs

We will only treat bed bugs in the following circumstances:

- If they are present at the start of the tenancy (within the first 90 days of the tenancy)
- In the common areas

If bed bugs are present inside the tenant's property after the first 90 days, treatment will be their responsibility.

We may also treat bed bugs infestations where it is a public health concern or to protect other residents from severe or recurrent infestations.

Repairs Resulting from a Death in our Property

Where there is a tenant death, there may be damage to the property. The Head of Property, Development and Property Services assesses the damage and determines how quickly a response is required.

Warranty & Defect Liability Period (DLP)

When we are notified about repairs which are covered by a builders or manufacturer warranty or DLP period which are out of our direct control we will attend as per the warranty/contract agreement. Examples include faulty appliances, faulty workmanship or building faults.

Insurance claims

Our properties are insured for accidental damage. We will contact the Insurer to manage the repair work on our behalf (see Insurable Events procedure).

End of Tenancy

At the completion of a tenancy, we undertake any necessary repairs to bring the property to the asset standard before making the property available for letting to another tenant (see Vacant Restoration procedure for details).

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 18months

Governance & Organizational Management

Appeals, Complaints & Feedback

Overview

This policy defines appeals, complaints and feedback and explains how our customers and stakeholders can appeal a decision, make a complaint or provide feedback, and explains how we manage this.

Scope

This policy applies to appeals, complaints and feedback we receive from customers and stakeholders of Muslim Care.

Definition

- Appeal :

An appeal is when someone asks us to review a decision we made. We always respond to appeals.

Complaint - A complaint is when a customer tells us that they are unhappy with our service or products and the person expects a response from us. A person can complain about our services or products even if the service or product is being delivered by someone else for us. A complaint is different to an appeal and is not a request for information.

- Feedback:

Feedback refers to the ways that our customers and stakeholders can express how they feel about our service and products, other than appealing a decision or making a complaint.

Types of feedback include:

- Compliments such as positive feedback about our team members, service, or products.
- Representations made by government officials on behalf of a customer. For example, a customer may ask a government official to help them with a tenancy issue or to support an application for housing assistance.
- General feedback on our service or and products or ways we can improve.

- Working days:

Working days means days our offices are open (e.g. Monday and Friday). It doesn't include weekends and public holidays.

Underpinning Principles

- Customers and stakeholders have the right to appeal a decision that we have made, make a complaint, provide feedback and they will not be disadvantaged for doing this
- We will be fair and transparent when dealing with appeals, complaints, and feedback.
- We welcome appeals, complaints, and feedback

and will always try to use the information and outcomes to improve our service.

- Customers are encouraged to get help from an advocate or support person when appealing a decision, making a complaint or providing feedback.
- We will allow customers and stakeholders to remain anonymous when making a complaint or providing feedback.
- We will treat all appeals, complaints and feedback confidentially and we will investigate in line with relevant privacy legislation

Standards in Responding to Appeals and Complaint

We will acknowledge appeals, complaints and feedback within 3 business days, or sooner if possible. We will assess and respond to appeals and complaints within 20 working days from the date we receive it.

If we think there might be a delay in our response, we will tell the person involved how long we think our response will take and the reasons for the delay. If the complaint or appeal falls under the jurisdiction of the NSW Civil and Administrative Tribunal (the tenancy tribunal), we will advise the person they can make an application to them.

Standards in Responding to Feedback

Not all feedback requires a response. We will respond to feedback if a customer or stakeholder expects us to do so.

How to Appeal a Decision or Make a Complaint

If a customer or stakeholder wishes to appeal a decision or make a complaint, they should tell us as soon as possible. The timeframe to appeal a decision or make a complaint is generally limited to 3 months from the date of the decision. Feedback can be provided at any time. People can appeal a decision or make a complaint or provide feedback by email, letter, telephone or by completing a form available on our website or from our offices.

To make a complaint about the CEO or a Director, a customer or stakeholder can write to or email the Company Secretary. Any correspondence should be marked as 'confidential'. The Manager, Customer Feedback is available to discuss all forms of feedback, to see if the matter can be resolved without the need for a formal response. If we can resolve the matter informally, we will tell the person what action we are going to take to address their concerns.

Appeals

- Decisions that can be appealed;

Decisions that can be appealed include:

- Decisions relating to eligibility for social or affordable housing or housing assistance
- Property offers
- Property entitlements
- Rent calculations or rent subsidy cancellations
- Transfer applications
- Requests to modify properties
- Requests for alterations
- Succession of tenancy
- Tenant charges

Decisions that may not be appealable include:

- Matters which are the responsibility of another organisation or body such as NSW Civil and Administrative Tribunal (the tenancy tribunal)
- Decisions that are not directly related to the person⁴
- Our policies
- Internal administrative or funding matters
- Matters/programs that aren't related to housing (e.g. tenant participation, support and referral services).

The Appeals Process

We will look at all relevant information on file, submitted by the individual, and any other information that was not available to the original decision maker when reviewing our decision. We will look at the circumstances and to see what decision should be made by applying our policies.

People who can Appeal a Decision

Only the person or people affected by the decision can lodge an appeal. This includes a person who is authorised to act on behalf of the person affected.

Assessing an Appeal

The person who made the original decision will not be involved in an appeal decision. Appeals will be directed to the Manager, Customer Feedback who will lodge the appeal and manage the appeals process.

Completing the Appeal

Once we have assessed an appeal, we will respond to the person in writing and tell them the outcome of their appeal. Our response will explain the reason for our decision and will explain the options the person has if they still aren't happy with our decision.

Independent Appeals

If the person still isn't satisfied with our decision, they have the option of asking the Housing Appeals Committee (HAC) to review our decision. HAC is an independent body that reviews decisions for all

NSW social housing applicants and tenants. For affordable housing, HAC only review appeals about certain issues. These include eligibility, allocation, or rent setting. Appeals to HAC should be lodged within 3 months of our appeal decision. When HAC review our decision and make a recommendation, we will consider their recommendation. If we don't support HAC's recommendation our General Manager, Customers and Communities or our CEO will advise the Presiding Chair or Director of HAC in writing.

Complaints

- Investigating complaints;

Complaints will be directed to the Manager Customer Feedback who will formally lodge the complaint and coordinate the complaints handling process. Any complaints received about a member of the Executive Management Team will be directed to the CEO.

Any complaints received about the CEO or a Director will be directed to the Chair of the Board of Directors.

Complaints being handled by the Chair of the Board of Directors will be monitored via Board meetings. Any complaints received by a Director (other than those about the CEO or a Director) will be referred to the CEO who will delegate management of the complaint. When we investigate a complaint, we will consider all information available when the complaint was made and will be fair and transparent throughout the process.

- Responding to complaints;

Once we have investigated the complaint, we will respond to the person in writing and tell them the outcome of their complaint. Our response will explain the what has been identified during the review and any further actions that we may take in response to the complaint. We will explain options if the person still isn't happy.

- Complaints about misconduct;

If a complaint concerns serious misconduct, the matter will be referred to the CEO or a General Manager. All such information will be treated in a confidential manner.

Representations from a government official

If we receive representations from a government official and it is considered an appeal or complaint, we will manage the feedback as an appeal or complaint.

- Keeping record of appeals, complaints, and feedback;

Appeals, complaints, and feedback received will be treated as confidential. However, there may be

times when we need to share details of the appeal, complaint, or feedback to manage an issue.

For example, information may be shared with our team members or with external parties when:

- The person providing the information gives us permission to share it.
- We are authorised, or required to, disclose the information by law.
- A complaint has been made, and we need to share details of the complaint to investigate the matter.

Service Improvement

After the appeal, complaint or feedback process is finalised, we might ask the person to provide their opinion on their experience of the process. Any comments received will be confidential and used to improve our service. We will monitor trends in appeals, complaints, and feedback to improve our service, products, and decision-making processes. We will also monitor and report on appeals, complaints and feedback as required by contractual, legal, or regulatory requirements.

Other avenues for our customers

Appealing a decision, making a complaint or providing feedback doesn't stop a person from taking other action.

For example:

- Seeking support from their local Member of Parliament.
- Contacting the Tenants Advice Service or Community Legal Centre for advice and help.
- Contacting the NSW Department of Communities & Justice (DCJ). DCJ is the primary contractual partner for the community housing sector in NSW. DCJ may seek a response from us and provide a response to the complainant. DCJ may also refer the complainant to us to resolve the complaint directly.
- Making an application to the tenancy tribunal if they believe we haven't met our legal duties under their tenancy agreement.
- Making a complaint to the Community Housing Industry Association (CHIA NSW). CHIA NSW will address complaints against community housing providers who are signed up to the Code of Practice, when the person has tried to resolve the complaint through our internal complaints process and if the complaint relates to a breach of the Code of Practice.
- Making a complaint to the Registrar of Community Housing. The Registrar investigates complaints about community housing providers that have been registered under the Housing Act. Complaints can be lodged about a community housing provider's performance against the Regulatory Code.

Managing Unreasonable Complainant Conduct

We may modify or limit contact with a complainant where a complainant's behaviour has been unreasonable. Refer to our Managing Unreasonable Complainants policy for more information.

Requests for Compensation

If a person requests compensation, they must submit the request in writing and provide details of the date of the incident, what happened and what they are claiming. We will acknowledge requests within 3 working days and respond to the person, in writing, within 20 working days from the date we received the request. If there is likely to be a delay, we will tell the person of the delay.

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Conflict of Interest

Overview

This policy defines a conflict of interest and outlines how we will manage conflicts of interest

Scope

This policy applies to Muslim Care (we, our and us). This policy applies to our employees, contractors, directors and volunteers (you, your, our people).

Aim

The aim of this policy is to:

- Maintain and be seen to maintain a high standard of ethics and avoid any situation that might reflect unfavourably on us.
- Make sure we meet our legal duties
- Make sure that our people don't receive personal benefits (other than a salary, employee or other contractual entitlement) because of their position with us.

Definition

- Conflict of Interest:

A conflict of interest is where someone's personal interests conflict with their responsibility to act in our best interests. A personal interest isn't just your own interests and could include the interests of family, friends or other organisations or companies that you are involved with. Conflicts of interest include actual or perceived conflicts, or potential conflicts that could exist in the future. A conflict of interest, or perceived conflict of interest, can also arise where a person has a duty arising from one position or role they hold, and another position or role whether within

or outside the Muslim Care group of companies. Examples include potential conflicts of interest arising from the duty to act in the best interest of Muslim Care, or potential conflicts of duty of directors or employees due to roles they hold in entities outside the Muslim Care Group.

- Actual conflict of interest:

An actual conflict of interest exists where there is a direct conflict between a person's current duties with us and any personal interests.

- Perceived conflict of interest:

A perceived conflict of interest is where it appears or could be perceived that personal interests are influencing performance or decision making.

- Potential conflict of interest:

A potential conflict of interest is where someone's personal interests are not currently in conflict with their role with us but could come into direct conflict.

Required Disclosures

Our people have a responsibility to be aware of their interests and declare in advance any actual, perceived or potential conflicts of interest as soon as possible. If any of our people are unsure whether a conflict exists or think that there is a chance that there is a conflict, they should disclose the conflict as soon as they identify that there may be an issue.

A Conflict of Interest Declaration form must be completed by our people when they start working with us, and then on an annual basis or as and when they become aware of a conflict.

At the beginning of each board, executive and board committee meeting, the Chair will discuss conflicts of interest and obtain a verbal declaration from each person as to whether they have any conflict to declare. Any conflicts of interest declared will be recorded in the minutes of the meeting.

If any conflicts of interest are declared, the Chair (or in the case of the Chair the Deputy Chair) and Directors in consultation with the Company Secretary will decide how to manage the conflict, which may include stopping the person from being involved in decisions or discussions about the matter, or leaving the room when certain matters are being discussed. Directors are required to provide a disclosure of interest on appointment and then on an annual basis as their circumstances change or new interests arise.

Information to be Declared

Our people must disclose any actual, perceived or potential conflicts. Interests could include:

- Personal arrangements such as:
- shareholdings

- real estate
- partnerships
- organisational memberships
- directorships or employment
- assets
- other sources of income
- liabilities
- savings and investments
- bond, debentures and similar investments
- family or private businesses, trusts or nominee companies
- affiliations with for-profit, non-profit, political, union or professional organisations
- obligations resulting from community, religious, ethnic, professional or other groups
- future employment prospects or plans
- hatred or competition with other individuals or groups
- highly specialist skills where demand exceeds supply
- Significant family or other relationships or associations (including with customers, contractors or other employees that we have dealings, or are in competition with).
- Contracts or agreements that we might enter into
- Arrangements for the supply of goods or services to us
- Arrangements that have the potential to breach our policies

Managing Conflicts of Interest

All declared conflicts of employees, contractors and volunteers will be passed to the Chief Executive Officer (CEO), or the Chair in the case of the CEO, who will approve an appropriate way to manage the conflict.

This could include:

- restricting the persons involvement in the matter
- removing the person from any involvement in the matter
- recruiting a third party to participate in, oversee or review the matter
- asking the person to relinquish their personal interests
- asking the person to resign from their position (either with us or the other companies/ organisation).

Any person who declares a conflict of interest must immediately remove themselves from any involvement in the matter and must not have any involvement in the matter unless authorised by the CEO/Chair. Directors must disclose any actual, perceived or potential conflicts to the Chair (or Deputy Chair for the Chair) who, with the Board and Company Secretary, will determine how the conflict will be managed.

Directors are responsible for making sure that they meet their legal duties relating to conflicts of interest.

Changes in Interests

Where circumstances that relate to an actual or perceived conflict of interest change in a way that could change the understanding or management of an issue, our people must make an updated declaration.

Relevant legislation, regulation and standards

- Corporations Act 2001 (Cth)

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Corporate Governance

This Policy sets out the principle features of corporate governance for Muslim Care. Muslim Care is committed to exceptional corporate governance that ensures accountability to members, customers, the communities in which we work, employees and other stakeholders for the long-term success of Muslim Care.

The purpose of this policy is to encompass the mechanisms by which the Muslim Care is governed.

1. The Role of the Board

A Board of Directors is responsible for the corporate governance of each entity of the Muslim Care. The Board of each Muslim Care entity undertakes its role with the objective of ensuring the long-term success of the entity and Muslim Care for the benefit of customers, the communities in which we work, and other stakeholders. The Board continuously instills and reinforces a culture across the organisation of acting lawfully, ethically and in a socially responsible manner.

2. Delegation to Management

The constitution of each entity in Muslim Care vests responsibility for managing the Company's business and affairs to the respective Board. Each Board has specifically reserved some matters for its decision and delegates authority for all other matters that are necessary for the day-to-day management of Muslim Care's business to management through the CEO.

2.1 Authority limits for senior management are approved by the Board from time to time principally through the Delegation Policy.

2.2 The CEO is accountable to the Board for all authority delegated to management and Muslim Care's performance and is to discharge this accountability through the provision of management reports and presentations to the Board on a regular basis.

3. Committees

The Board may establish Committees as it considers appropriate to assist it in executing its functions.

3.1 The Board will appoint or revoke the appointment of Committee members. The Board will appoint the Chair of each Committee who shall not be the Organisation Chair of the Board (with the exception of the People and Culture Committee), from each Committee's members.

3.2 The Board will review annually the composition of each Committee to ensure each Committee has an appropriate balance of skills and experience.

3.3 The Board will adopt a charter for each Committee, setting out the responsibilities delegated by the Board to the Committee and the Committee's structure and operation.

3.4 The role of a Committee is to operate within the terms of its charter and to make recommendations to the Board for decision.

3.5 The permanent Committees of the Board are:

3.5.1 Audit and Risk Committee;

3.5.2 Development and Construction Committee;

3.5.3 People and Culture Committee;

3.5.4 Work Health, Safety and Environment Committee.

3.6 The Charter of each permanent committee is appended to this policy.

4. Conduct of the Board

In giving effect to this Policy, the Board will at all times act honestly, fairly, diligently and in accordance with the relevant Constitution of Muslim Care and the law.

4.1 Directors are required to comply with their legal obligations in relation to disclosing and managing conflicts of interest.

4.2 Each Director is expected to observe the highest standards of corporate governance and act in a manner consistent with Muslim Care's Core Values and Code of Conduct.

From time to time, matters will be conducted between entities of Muslim Care. To ensure appropriate governance and management of conflicts of interest the Organisation Chair will consider how to manage matters, which may include asking

some Directors to abstain from decision making on behalf of one or more Muslim Care entities.

5. Matters reserved to the Board

The Board has reserved the following responsibilities for its decision:

Stakeholder	Responsibility
Members	<ul style="list-style-type: none"> • approval of business strategy and vision • overall resource allocation to implement strategy and monitoring of the implementation of strategy through approval of budgets • approval and monitoring of major investments or divestitures and strategic commitments • approval and monitoring of capital structure • approval and monitoring of financial reporting • oversight of risk management, internal control and compliance systems including policies reserved to the Board • appointment or removal of external auditors, and determination of the remuneration and terms of appointment of the auditors • oversight of regulatory and contractual compliance and reporting
Customers	<ul style="list-style-type: none"> • approval of customer service standards • approval of Muslim Care’s Customer Service Charter • oversight of overall customer service including approval and monitoring of performance benchmarks and customer feedback • having regard to the views and interests of customers in Board decision making
Employees	<ul style="list-style-type: none"> • recruitment of the CEO • review of CEO performance • review and approval of CEO contractual arrangements, remuneration and benefits • oversight of succession planning for the CEO, Executive Management Team and such other executives as the Board may determine
Community and other stakeholders	<ul style="list-style-type: none"> • oversight of the management of social, economic and environmental objectives consistent with the delivery of sustainable outcomes for stakeholders • approval and monitoring of performance benchmarks and community feedback • reinforcement of reputation, brand and community relations
Directors	<ul style="list-style-type: none"> • review of the size and composition of the Board • Director nomination, selection, removal, succession planning and remuneration • review of Board performance

6. Group Chair

The Directors will appoint a Director as Organisation Chair of the Board and a Director as Deputy Organisation Chair of the Board.

6.1 Where the Organisation Chair is absent

from a Board meeting, the Organisation Chair for the meeting will be the Deputy Organisation Chair unless the Deputy Organisation Chair is also absent in which case the Organisation Chair for the meeting

will be appointed by the present members of the Board.

6.2 The principal role of the Organisation Chair is to provide leadership to the Board and ensure that the Board works effectively and discharges its responsibilities.

6.3 The Organisation Chair will serve as the primary link between the Board and management. The Organisation Chair will work with the CEO and Company Secretary to set the agenda for each Board meeting and is responsible for ensuring that all Directors are adequately briefed in relation to issues addressed at Board meetings.

7. Company Secretary

The appointment and, where appropriate, removal of the Company Secretary is ratified by the Board.

7.1 The Company Secretary will report to the CEO or a delegate of the CEO and is also accountable to the Board, through

the Organisation Chair, for monitoring and enhancing corporate governance processes and ensuring that the principles and procedures of the Board are followed.

7.2 All Directors will have direct access to the Company Secretary.

8. Customer voice in decision making

Customer voice means the inclusion of customers perspective, feedback and consideration of impacts on the customer in decisions.

8.1 Directors are committed to ensuring the customer voice is considered during any decision making at Muslim Care.

8.2 Directors commit, where able, to attend customer events to interact with customers and solicit direct feedback on Muslim Care's performance.

8.3 To further assist Directors in ensuring this standard is consistently achieved, the following mechanisms have been adopted:

What	Description
Customer Service Charter	<p>The Board approves the Customer Service Charter.</p> <p>All customers of Muslim Care (applicants, tenants, residents) have rights set out in our Customer Service Charter which includes rights to provide feedback</p>
Tenant Member of Muslim Care	<p>The Board is accountable to members and shall transparently report on matters at meetings with members.</p> <p>The Muslim Care Constitution provides that each person who is a Current Tenant of Muslim Care may apply and be granted membership of Muslim care. Tenant sign up packs include membership application information.</p>
Customer Service data	<p>The Board will approve and monitor customer service benchmarks and reporting.</p>
Compliments, Complaints and Appeals	<p>The Board will receive and consider quarterly customer feedback reports summarising compliments, complaints and appeals received and managements analysis of trends or key issues.</p>
Tenant Coordination Panel	<p>This is a formal tenant group that provides a mechanism for customer feedback and involvement.</p> <p>Directors will meet with the Panel from time to time and at least annually the panel will be invited to table a report to the Board:</p> <ul style="list-style-type: none"> • Summarising issues for tenants • Commenting on customer experience⁶ • Providing an overview of the top issues that customers believe the Board should consider <p>The Board will invite representatives from the Tenant Coordination Panel to attend a Board meeting to present and discuss the report.</p>

9. Meetings of the Board and Committees

The Board will meet in accordance with the Constitutions of each Muslim Care entity, and requirements of the Registrar for Community Housing.

9.1 Directors will use all reasonable efforts to attend each meeting of the Board and Committees of which they are members

9.2 Board and Committee papers will be circulated electronically to Directors prior to each Board and Committee meeting, typically no less than seven days before the meeting. Directors are expected to undertake adequate preparation to discharge their legal obligations and permit their effective contribution at each meeting.

9.3 At each Board meeting, Directors will be given the opportunity to meet without management present.

9.4 Minutes will be produced for the review of the Organisation Chair within five business days and approved by the Organisation Chair within a subsequent five business days. Once approved by the Organisation Chair, minutes will be circulated to Directors and then formally presented to Directors for approval at the next Board meeting.

10. Access to Independent Advice

Each Director may seek external, independent, professional advice at the expense of Muslim Care. It is expected that a Director will consult the Organisation Chair, CEO or Company Secretary before obtaining external advice. The policy of the Board is that external advice will be made available to all Directors, unless the Organisation Chair agrees otherwise.

11. Board Performance

The Board is committed to reviewing and managing its own performance.

11.1 At the conclusion of each Board Meeting Directors will reflect on the performance of the Board at the meeting.

11.2 Annually the Organisation Chair will have a performance review discussion with each Director to give feedback on their contribution and performance as it relates to the effective governance of Muslim Care (or in the case of the Organisation Chair the Deputy Organisation Chair will provide feedback).

11.3 Every two years a survey of each Directors performance shall be undertaken and the results provided to the Organisation Chair and the Director (or in the case of the Organisation Chair to the Deputy

Organisation Chair). The process of conducting reviews includes an assessment by each of the Directors and may cover matters such as Board contribution and performance, interaction between management and between Board members, consideration of relevant skills and structure and conduct during Board meetings. The review process generates recommendations so that the Board continues to operate effectively with the requisite mix of skills and experience, and appropriate procedures

11.4 Every three years the Board will conduct an external review of the performance of the Board and each Director as required by the Registrar of Community Housing. This external review process may typically include interviews with Directors and senior management as well as key stakeholders and generate recommendations so that the Board can continue to operate effectively with the requisite mix of skills and experience, and appropriate procedures. Following consideration of recommendations Directors will report to Members at the next AGM what actions have been committed.

11.5 The Company Secretary shall assist the Organisation Chair in scheduling these reviews and will record their completion.

12. Re-election and Term Limits

At each Annual General Meeting, a sufficient number of Directors (being approximately one-third of the Directors each year) shall retire in rotation to ensure that each Director serves a term not exceeding three years.

12.1 Prior to standing, each director undergoes a performance evaluation which is considered by the Board in making a recommendation in respect to reelection. Members will be provided with a summary of the Board's recommendation and the reasons for it.

12.2 Unless otherwise resolved by the Board, no Director shall be renominated for election if they have completed nine years of service (typically comprising three terms). In considering renominations, the Board shall have regard to orderly succession such that no more than approximately one third of Directors are retiring in any given year.

13. Board Composition and Recruitment

The Board of each Muslim Care entity will be constituted in accordance with the Constitutions of each entity. The aim is to have each Board comprised of Directors with an appropriate mix and balance of skills, expertise, experience,

diversity and independence.

The People and Culture Committee is responsible for the recommendations to the Board in respect to the appointment of new Directors. The process of selecting a new Director involves reviewing the experience of current Directors, identifying any gaps in the Board skill-sets and experience, and at the election of the Board, may involve commissioning a recruitment firm to identify and present appropriate candidates following a comprehensive briefing as to the Board's requirements.

The Constitution of each Muslim Care entity requires that Directors be a Qualified Person which means an individual having, as decided by the Board of Directors, expertise and experience in one or more of the following areas, namely:

- social housing management;
- finance;
- community welfare;
- housing development and procurement;
- law;
- social policy development;
- accounting;
- asset management;
- information and technology;
- human resources management; and
- such other areas as are determined necessary, from time to time, by the Board for the furtherance of the Company's Object.

The People and Culture Committee will recommend to the Board for endorsement of candidates as Qualified Persons. The People and Culture Committee shall have regard to a number of factors when considering candidates including technical skills and expertise, experience across relevant industries and diversity of background. This will include:

- Technical skills and expertise – The Committee shall update a skills matrix and assess gaps to prioritise recruitment. The Committee shall consider how the candidates' technical skills and expertise complement the skills and expertise of other Muslim Care Directors and address priority areas.
- Independence – Does the candidate have independence from conflicts or perceptions of conflicts? This may include consideration of current or past interests such as whether a person has been employed by Muslim Care, works for a current or potential major business partner or competitor.
- Tenant Directors - The Muslim Care constitution

provides for the appointment of up to 2 Tenant Directors. As Board recruitment is skills based, Tenant Members with appropriate skills will be encouraged to apply for vacancies where there are, or will be, less than 2 Directors who are Tenants.

- Candidates considered by the People and Culture Committee as appropriate Qualified Persons will be presented to the Board for consideration for appointment. New Directors must stand for election at the Annual General Meeting immediately following their appointment. The Board will provide a statement to Members summarising why a candidate is supported or not supported for election

The Company Secretary shall support the Group Chair and Chair of the People and Culture Committee in the processes of review of board composition and recruitment.

14. Induction, continuing education and access to information

14.1 New Directors will be provided with a letter of appointment which sets out their rights, duties and responsibilities.

14.2 New Directors will participate in an induction programme involving comprehensive briefings from management on Muslim Care and key issues and site visits.

14.3 Briefings will be provided to Directors at each Board meeting. In addition, each Director is expected to participate in continuing education programmes conducted for Directors, involving regular briefings by internal and external specialists on matters relevant to their role as Directors and key business and industry developments. The Organisation Chair will encourage participation of individual Directors in continuing education programmes.

14.4 All Directors will have access to information and members of management as required to fulfil their responsibilities and may make direct requests for information or briefings on specific matters through the Organisation Chair, CEO, or Company Secretary.

Related laws, regulations and standards

- Corporations Act 2001 (Cth)

Policy Information

Version: 2

Last Reviewed: 03/06/2021
Review frequency: 12 months

Donations, Sponsorships & Grants

Overview

This policy explains how we will manage donations, sponsorships and grants, when we will participate in fundraising, and we how meet our related legal obligations.

Scope

This policy applies to Muslim Care. This policy applies to all donations, sponsorships and grants that we are offered or receive, as well as fundraising activities that we participate in.

Definitions

- Bequest:

A gift of money or property from the estate of a deceased person.

- Donation:

A donation is a voluntary contribution transferred from one party to another, without compensation or benefit. Donations may be cash, real estate or physical property, or goods or services.

Donations can include bequests. A donation is not a discount or favourable rates that we get as part of our normal business.

- Grant:

A grant is when financial assistance, goods and/ or services are given to fund a project, program, event or facility.

- Sponsorship:

Sponsorship is a commercial arrangement where a sponsor gives financial assistance, goods and/ or services to support an event, or business activity in return for some benefit.

- Donor:

A donor is any person or organisation making the donation.

- Fundraising:

Fundraising involves seeking financial support for a charity, cause, or other purpose.

General Principles

We will:

- Consider accepting donations, sponsorships and grants where they help us to meet our objectives.
- Use donations, sponsorships and grants to help our tenants or for a purpose requested by the donor/sponsor (provided the request aligns with our values and strategic direction).
- We will follow all relevant laws and regulations when accepting donations, sponsorships and grants.

Decisions about Donations, Sponsorships and Grants

- We won't accept a donation, sponsorship or grant if it could:
 - i. Harm our companies, applicants, our tenants or the donor/sponsor
 - ii. Influence or appear to influence our business decisions
 - iii. Lead to preferential treatment of an applicant, tenant or household
 - iiii. Lead to perceived or actual conflict of interests
 - v. Expose us to any reputational risk or any other risk to our strategic objectives.
- We won't accept conditional or restricted donations (unless the conditions / restrictions align with our values and strategic direction)
- We won't accept a donation if it cannot be used to support our objectives.
- We will assess the risk associated with donations, sponsorships or grants before accepting or applying for them.

Acceptance of donations must be approved as per financial delegations,

Responsibility of Donors

Prospective donors should get their own independent legal and financial advice about the implications of their donations/sponsorship/grant.

Donation Methods

We will accept donations in the following forms: cheque, direct deposit, real estate and physical property e.g. motor vehicles, gifts, in-kind or pro bono services.

Cash can only be accepted with prior approval of the Chief Financial Officer.

Receipt of Donations

We can issue certificates for donations as a registered deductible gift recipient (DGR). Donations will be recorded in a separate general ledger account by the Finance team and records will be kept which meet our legal requirements.

Fundraising

As a company, we may participate in fundraising activities in partnership with other organisations. Participation will be determined by the CEO and will align to our company purpose.

We may also nominate fundraising activities or initiatives that we can participate in as a team. We will agree on these initiatives at the start of the year and our team members can provide input about what initiatives they would like us to participate in. All fundraising will be centrally managed and coordinated by our Customer Communications and

Marketing Team.

We will not ask our customers to make donations towards, or participate in, fundraising initiatives. This includes charging customers to attend our events as a form of fundraising, collecting money through gold coin donations, or conducting fundraising raffles or gaming activities.

Relevant Law, Regulations or Standards

- Charitable Fundraising Act 1991 (NSW)
- Charitable Fundraising Regulation 2015 (NSW)

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Privacy

Overview

This policy outlines how we handle personal information and meet our legal duties.

Scope

This policy applies to all personal information collected, received, used and held by Muslim Care (we, our and us).

This policy doesn't cover personal information we collect or hold about current or former employees. For privacy information relating to current or former employees, please refer to our Recruitment and Selection policy.

Aim

This policy aims to make sure that:

- We respect the privacy of our customers
- We meet our obligations under relevant privacy laws

Definitions

- Personal Information;

Personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) Whether the information or opinion is true or not; and
- (b) Whether the information or opinion is recorded in material form or not.

Personal information includes:

- A person's name, address, telephone number, bank account details or credit card information
- Photos
- Information about a person's opinions or what they like.

- Sensitive Information:

Sensitive information includes information about a person's:

- health (including predictive genetic information)
- racial or ethnic origin
- political opinions
- membership of a political association, professional or trade association or trade union
- religious beliefs or affiliations
- philosophical beliefs
- sexual orientation or practices
- criminal record
- biometric information that is to be used for certain purposes
- biometric templates

Types of Information Collected and Held

We might collect and hold personal and sensitive information about a person including their name, postal, residential and email address, gender, date of birth, nationality, language spoken, education and qualifications, bank account details, proof of identity, photographs, health or medical information and emergency contact details.

We might also collect, use or disclose government related identifiers, such as a drivers licence or Centrelink Reference Number (CRN), where we need the information for our functions or activities.

Collection of Personal Information

We might collect personal information and sensitive information in the following circumstances:

- When it is reasonably necessary for one or more of our functions or activities
- When it is required or authorised by an Australian law or a court/tribunal order
- When a permitted general or health situation exists.

Our functions or activities may include but are not limited to:

- Delivery of products/services
- Service improvement
- Employment related functions for potential employees

Where possible, we will collect personal information about a person from the person.

We might collect personal and/or sensitive information from a person when they:

- Fill out a form
- Call us
- Email us
- Visit our website
- See us in person

Where it is practicable and legal, we will let people remain anonymous or use a pseudonym in their interactions with us. We will tell a person if we cannot let them remain anonymous or use a pseudonym.

Use and Disclosure

We will only use or disclose personal information that we hold for the purpose which we collected it for (the primary purpose), or for a related purpose (or a directly related purpose for sensitive information), unless:

- The person has given us permission to use or disclose it for another (secondary) purpose
- The person would reasonably expect us to use or disclose the information for another (secondary) purpose
- The use or disclosure is required or permitted under Australian law or by a court or tribunal order
- We reasonably believe that use or disclosure is reasonably necessary for enforcement related activities
- We reasonably believe that use or disclosure is needed to reduce or prevent a serious threat to the life, health or safety of any person, or to public health or safety
- For any other legal purpose.

Where possible, we will check that personal information is accurate before we disclose it. We will only disclose personal information about an individual to the police or another enforcement body if it is reasonably necessary for enforcement related activities or if information is requested under the Record of Understanding. Enforcement related activities include the prevention, detection, investigation and prosecution or punishment of criminal offences and intelligence gathering activities. Refer to the Record of Understanding (Police) policy for further details. If we use or disclose information for enforcement related activities, we will make a note in the relevant record, unless a law prohibits us from making such a note.

If we do direct marketing, we will comply with the Privacy Act 1988 (Cth) and any other relevant laws or regulations.

Storage and Protection of Personal Information

We store personal information in both hard copy and electronic form. We will take all reasonable steps to make sure that personal information is stored securely and is protected from misuse, interference or loss and unauthorised access, modification or disclosure. If information we hold is part of an eligible data breach, we will meet our obligations under the Notifiable Data Breaches Scheme.

Some personal information we hold electronically might be stored overseas using cloud computing or other electronic storage services. Where we store personal information overseas, we will comply with legal requirements. If we hold personal information about an individual and we don't need the information anymore or we aren't legally required or authorised to keep the information, we will take all reasonable steps to destroy or de-identify the information.

Integrity of Personal Information

We will take all reasonable steps to make sure the personal information that we collect, use and disclose is accurate, up to date, complete and relevant. If we are satisfied that the personal information that we hold, use or disclose is inaccurate, out of date, incomplete, irrelevant or misleading or the person who the information is about asks us to correct the information, we will take all reasonable steps to make sure that the information is corrected within a reasonable time.

If a person thinks that personal information we hold about them is incorrect they can ask us to correct the information. These requests must be made in writing. We may ask the person to provide evidence to support the request.

If we aren't satisfied that the personal information should be changed, we will provide the person with a written notice explaining the reasons for our decision and how they can make a complaint if they aren't happy with our decision. If we refuse a request to change personal information, the person can ask us to attach a statement to the record stating that the information is inaccurate, out-of-date, incomplete, irrelevant, or misleading.

When a person asks us to attach a statement to their record, we will consider the following:

- Whether content in a statement is irrelevant, defamatory, offensive, abusive or breaching another person's privacy.
- The length of the statement.

If it is unreasonable to associate the statement provided because it is too long or because of the content of the statement, we will give the person a chance to revise the statement.

Access to Personal Information

A person can request access to personal information that we hold about them. However, there may be circumstances when we will refuse these requests. These circumstances include when:

- We believe that giving access would pose a serious threat to the life, health or safety of any person, or to public health or public safety

- Giving access would have an unreasonable impact upon the privacy of other people
- The request for access is frivolous or vexatious
- The information relates to existing or anticipated legal proceedings between us and the person, and it wouldn't be accessible by the process of discovery in those proceedings
- Giving access would reveal our intentions in relation to negotiations with the person and would impact those negotiations
- Giving access would be unlawful
- Denying access is required or authorised by or under an Australian law or a court or tribunal order
- We have reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to our functions or activities has been, is being or may be engaged in and giving access would likely impact action in relation to the matter; or
- Giving access would be likely to impact one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- Giving access would reveal evaluative information generated by us about a commercially sensitive decision-making process.

We will respond to requests for access within a reasonable time. If we agree to providing access, we will usually give access in the way they requested. If we can't give access, for one of the above reasons or because we can't give the person access in the way they requested, we will try to provide access that meets the needs of the person and us.

We might charge a person a reasonable fee for accessing their personal information. We will tell the person about any charges when we approve their request. If we refuse a request for access, we advise the person in writing and will explain the reasons for our decision and what the person can do if they aren't happy with our decision.

Privacy and our Website

We might use 'cookies' to collect data to help us to manage our website and improve our online services. 'Cookies' are small files placed on your computer when you visit a website. 'Cookies' capture how often you visit pages and other data about browsing preferences. 'Cookies' are not used to identify people but can help us to provide a more personalised online experience. Users can configure their browsers to manage, accept or reject cookies.

Our website might also contain links to other sites. Because these websites are not subject to our policies and privacy standards, we cannot guarantee the privacy practices of the websites. We encourage users to read and understand the privacy policy of those websites before using them.

Resolving Privacy Issues and Further Information

We are committed to working with people to resolve any issues or concerns about privacy. Anyone who feels that they have been affected by a decision made under this policy has a right to appeal the decision.

Any issues, concerns, complaints, questions and appeals relating to privacy should be directed to our Privacy Officer.

If a person receives our response to a complaint and is still unhappy, they have the option of referring their complaint to the Office of the Australian Information Commissioner (OAIC).

Recording Conversations/Meetings with us

We do not allow customers to record conversations and meetings with our workers. However, if requested, we may provide a written statement of agreed actions following a meeting or conversation.

Relevant Legislation/Legislative Instruments

- Privacy Act 1988 (Cth)
- Health Records and Information Privacy Act 2002 (NSW)

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Whistleblowing & Reportable Conduct

Overview

This policy explains how we will manage reports about misconduct and meet our legal duties.

Scope

This policy applies to Muslim Care. Our people (including employees, contractors, volunteers and officers) must comply with this policy. Generally, this policy does not apply to Personal Work-Related Grievances. Complaints about terms and conditions of employment are managed under our Staff Grievance policy. Concerns about workplace behaviour such as bullying, discrimination, and harassment are managed under our Workplace Behaviour policy.

Purpose

This policy gives guidance to people who want to raise concerns about behaviour within our companies.

The purpose of this policy is to:

- Encourage people to report actual or suspected Reportable Conduct within our companies.

- Support our values, vital behaviours, and our Code of Conduct policy.
- Help to deter Reportable Conduct within our companies.
- Ensure individuals who disclose Reportable Conduct can do so safely, securely and with confidence that they will be protected and supported.
- Provide ways for people to report concerns.
- Ensure that Reports are managed appropriately and on a timely basis.
- Provide transparency and outline what actions we will take when we receive a Report.
- Meet our legal and regulatory obligations.
- Align with best practice in corporate governance.

Definitions

- APRA:

APRA is the Australian Prudential Regulation Authority.

- ASIC:

ASIC is the Australian Securities and Investments Commission.

- Detriment:

Detriment includes, but is not necessarily limited to:

- dismissal of an employee;
- alteration or injury to an employee's employment, position or duties to their disadvantage;
- discrimination between an employee and other employees of the company;
- harassment or intimidation of a person;
- harm or injury to a person (including psychological harm);
- damage to a person's property, reputation, business or financial position;
- any other retaliatory or adverse action or damage to a person.

The following actions are not considered Detriment:

- Administrative action that is reasonable for the purpose of protecting a Discloser from Detriment (e.g. relocating them to another office to prevent Detriment).
- Managing a Discloser's unsatisfactory work performance (as per our Performance Management Framework).

- Discloser:

A Discloser is a person who makes an eligible Report under this policy.

- Eligible Whistleblower:

An Eligible Whistleblower is defined by the Corporations Act 2001 (Cth) (the Act) to include any of the following people who, anonymously or not, makes or attempts to make a Protected Disclosure in accordance with this policy:

- a current or former officer of our company

(e.g. current and former directors or company secretaries

- a current or former employee of our company (e.g. current and former employees who are/were permanent, part-time, fixed-term or temporary team members);
- an individual who supplies, or formerly supplied services or goods to us (whether paid or unpaid) (e.g. current and former contractors, consultants, service providers and business partners);
- an employee of a person that supplies services or goods to us (whether paid or unpaid) (e.g. employees of current and former contractors, consultants, service providers and business partners);
- an individual who is an associate of our company; and
- a relative or a dependant of any of the above people, or a dependant of their spouse (e.g. relatives, dependants or a spouse of current and former employees, directors, contractors, consultants, service providers, suppliers and business partners).

- Eligible Recipient

An Eligible Recipient is defined by the Act to include:

- an officer (e.g. a Director or Company Secretary) or senior manager (e.g. General Manager, CEO) of our companies; and
- a person authorised by our company, such as our Whistleblower Protection Officer
- an auditor, or any other person authorised by the Act

With whom the Eligible Whistleblower can discuss Protected Disclosures and to whom a Protected Disclosure can be submitted.

An Eligible Recipient also includes ASIC and APRA.

- Independent Person:

An Independent Person is someone who doesn't have an actual, potential or perceived conflict of interest. This may be a person external to our companies.

- Personal Work-Related Grievance:

A Personal Work-Related Grievance is any grievance about any matter in relation to the Discloser's employment or engagement, or former employment or engagement, having (or tending to have) implications for the Discloser personally. Personal Work-Related Grievances are not related to any Reportable Conduct. Examples of these kind of grievances include, but are not limited to:

- an interpersonal conflict between the Discloser and another employee;
- a decision that does not involve a breach of workplace laws;
- a decision relating to the terms and

- conditions of engagement of the Discloser;
- a decision about the engagement, transfer or promotion of the discloser; or
- a decision to suspend or terminate the engagement of the Discloser, or otherwise to discipline the Discloser.

Generally, a Report that solely relates to a Personal Work-Related Grievance does not qualify for protection. However, a Report relating to a Personal Work-Related Grievance may qualify for protection if the Discloser makes the Report to a legal practitioner for legal advice or legal representation about the operation of the whistleblower protections under the Act; if the Report includes information about Reportable Conduct; or if the Discloser suffers from, or is threatened with Detriment for making a Report.

- Protected Disclosure:

A Protected Disclosure includes:

- A disclosure of known or suspected Reportable Conduct made by an Eligible Whistleblower to an Eligible Recipient, provided that the disclosure is based on reasonable grounds and is made in accordance with this policy.
- A disclosure to a legal practitioner for the purpose of obtaining legal advice or representation about the operation of the whistleblower provisions of the Act.
- A 'public interest disclosure' or an 'emergency disclosure' as defined by the Act.

A disclosure to a legal practitioner for the purpose of obtaining legal advice or legal representation in relation to the operation of the whistleblower provisions of the Act is protected, even if the legal practitioner concludes that a disclosure does not concern Reportable Conduct.

- Report:

A Report is when a person makes a report (or a disclosure of information) of Reportable Conduct under this policy.

- Reportable Conduct:

Reportable Conduct is conduct by a person or persons connected with our companies that constitutes:

(a) an offence against, or a contravention of, a provision of any of the following:

- i.** the Act;
- ii.** the ASIC Act 2001 (Cth);
- iii.** the Banking Act 1959 (Cth);
- iiii.** the Financial Sector (Collection of Data) Act 2001 (Cth);
- v.** the Insurance Act 1973 (Cth);
- vi.** the Life Insurance Act 1995 (Cth);
- vii.** the National Consumer Credit Protection

Act 2009 (Cth);

- viii.** the Superannuation Industry (Supervision) Act 1993 (Cth);
- ix.** an instrument made under an Act referred to in any of subparagraphs (i) to (viii); or

- (b)** an offence against any other law of the Commonwealth that is punishable by imprisonment, for a period of 12 or more months;
- (c)** misconduct, or an improper state of affairs or circumstances in relation to our companies; or
- (d)** a danger to the public or the financial system.

Examples of Reportable Conduct may include, but are not necessarily limited to:

- Financial irregularities;
- Fraud or misappropriation of funds;
- Negligence;
- Default;
- Breach of duty;
- Offering or accepting a bribe;
- Corrupt conduct
- Criminal or illegal conduct;
- Failure to comply with any legal or regulatory obligation;
- Unethical or other serious improper conduct, including breaches of company policies and procedures; and
- Engaging in or threatening to engage in conduct that would cause Detriment to a person who has made a Disclosure or is believed or suspected to have made, or be planning to make, a Disclosure.

- Respondent:

The Respondent is the person who a Report is about.

- Whistleblower Protection Officer:

The Whistleblower Protection Officer (WPO) is a person that we have nominated to receive Reports for our companies.

Our WPO is the Director, Group Legal & Governance.

Responsibilities

- Our people;

We encourage people to report actual or suspected Reportable Conduct as soon as they become aware of it.

Disclosers and Respondents

Disclosers who make a Report under this policy, and Respondents who are the subject of a Report under this policy, must:

- Not discuss the Report with any other person except the person(s) approved and nominated by us and notified to you in writing.
- Not interfere with the investigation process.
- Co-operate and follow any reasonable direction

or request of the person investigating the Report.

- Provide any information and documentation about the Report that they have or can access to assist in the investigation.

Eligible Recipients

Eligible Recipients are responsible for receiving Reports and maintaining confidentiality as required under the terms of this policy.

We view the rights and responsibilities set out in this policy extremely seriously. Any breach of this policy may result in disciplinary action up to and including termination of engagement with our companies.

Reporting Concerns

We encourage people to report suspected or actual Reportable Conduct as soon as they become aware of it. People who make Reports will not be subjected to Detriment, penalised or victimised for making a Report if they have reasonable grounds to suspect that the information concerns Reportable Conduct. All Reports are subject to the confidentiality provisions set out in this policy.

If you have concerns about Reportable Conduct, you should report it to our WPO. Reports can be made verbally or in writing and can be anonymous. However, Disclosers are encouraged to make such Reports in writing.

Anonymous reports can be made by telephone, by post or by email using an anonymised email address.

If the Reportable Conduct involves someone from the WPO's team or you do not feel comfortable reporting the issue to the WPO, you can also report the matter to another Eligible Recipient. You should not make a Report to a person who you suspect may be involved in the conduct or may have a conflict of interest.

When making a report, you should clearly outline the following to ensure that the WPO/Eligible Recipient has sufficient information to take appropriate action without delay:

- The issue or concern
- The individual(s) involved
- Your reasons for believing that the Reportable Conduct has occurred and
- The nature and whereabouts of any further evidence that would substantiate your allegation, if known.

You should ensure that your report is:

- factually accurate
- based on first-hand knowledge

- objectively based on reasonable grounds
- complete and doesn't leave out any important information

False Reports

Making false or vexatious Reports undermines the effectiveness of this policy. Where it is found that a Discloser has made a false report (including where the Report has been made maliciously, vexatiously or without basis), we may take disciplinary action against the Discloser up to and including termination of their engagement with us.

Anonymous Reporting

Anonymous Reports of Reportable Conduct are accepted under this policy and are still protected under the Act provided the Report meets the requirements of a Protected Disclosure. However, anonymous Reports have significant limitations that impact our ability to conduct a proper and appropriate investigation. For example, anonymous Reports limit our ability to gather further information to assist the investigation. As a result, any Discloser who chooses to make a Report anonymously needs to be aware that it may make it less likely that the alleged Reportable Conduct can be substantiated in any subsequent investigation.

If a Discloser chooses to make an anonymous Report, they should note that we have the discretion as to whether the matter progresses with a full investigation given our limited ability to seek further information from the Discloser. This decision will be made by the Eligible Recipient after an internal preliminary investigation has been conducted in accordance with this policy. In addition, we will not be able to provide feedback on the outcome of any investigations.

If a Discloser chooses to remain anonymous, by telephone, post or an anonymised email address, it is recommended that the Discloser maintains ongoing communication with us, to enable us to investigate Reports, ask follow up questions and provide updates.

If a Discloser wishes to make their Report anonymously, their request will be honoured except where otherwise required by law. However, specific protection mechanisms available to Eligible Whistleblowers under this policy may not be able to be provided if the Discloser remains anonymous.

Where anonymity has been requested, the Discloser is required to maintain confidentiality regarding the issue on their own account and to refrain from discussing the matter with any unauthorised persons.

Confidentiality

If a Discloser makes a Protected Disclosure to an Eligible Recipient under this policy, their identity will be kept confidential unless the Discloser consents to their identity being released or we are permitted or required by law to disclose their identity.

However, during an investigation, it will be necessary to disclose the facts and substance of the Reportable Conduct as reported by the Discloser to the Respondent(s). This is essential for a fair investigation to be undertaken and for procedural fairness to prevail. Such information may ultimately lead to the identification of the Discloser. In these circumstances, we will take all reasonable steps to reduce the risk of the Discloser being identified and comply with legal requirements.

In order to protect the identity of Disclosers, we will:

- Redact personal information of the Discloser or other details that may identify them.
- Refer to the Discloser in gender-neutral terms.
- Where possible, contact the Discloser to help to identify details that may identify them.
- Ensure that any records relating to Reports of Reportable Conduct are stored securely and can only be accessed by people who are involved in managing or investigating the Report.
- Make people who are involved in managing or investigating Reports aware of legal obligations and protections (including that unauthorised disclosure of a Discloser's identity may be a criminal offence) and inform them of any changes to Whistleblower laws.

We will handle personal information in accordance with privacy laws, our Privacy policy and our Employee Records policy (where relevant). Where an investigation does not substantiate Reportable Conduct, the fact that the investigation has been carried out, the results of the investigation and the identity of the Respondent must be handled confidentially.

If a Discloser believes that a breach of confidentiality has occurred, they should immediately report their concerns to the WPO or, if they consider this inappropriate, to the CEO or an Eligible Recipient. A Discloser may also lodge a complaint with a regulator such as ASIC, APRA or the ATO, for investigation.

Protections for Whistleblowers

The Act provides certain protections for an Eligible Whistleblower who makes a Protected Disclosure, including:

- Confidentiality (as outlined above)
- Protection from Detriment
- Protection from any civil, criminal or

administrative liability (including disciplinary action) for making the Report.

- Compensation and remedies for Disclosers who are victimised for making a Report

These protections do not prevent the Discloser from being liable for their own conduct.

We are committed to protecting the rights of Disclosers who make a Protected Disclosure and will not tolerate any Detriment or threats of Detriment against them or any other person. Any Detriment against a Discloser (or any other person) for a Protected Disclosure or suspicion that they made, or could make, a Protected Disclosure will be treated as serious misconduct and may result in disciplinary action up to and including termination of engagement.

An Eligible Whistleblower qualifies for protection, even if their Protected Disclosure turns out to be incorrect, if they had reasonable grounds to suspect that the information concerned Reportable Conduct and that the Report was not a false or vexatious report.

Any Eligible Whistleblower who believes that they have been subject to Detriment because of making a Protected Disclosure should immediately report such Detriment to the WPO or, if the Eligible Whistleblower considers this inappropriate, to the CEO.

Any Eligible Whistleblower requiring additional support throughout the whistleblowing process should contact the Eligible Recipient to whom they originally made their report. Our employees can also access our Employee Assistance Program (EAP) for support.

A Discloser (or any person) can seek compensation or other remedies through the courts if they suffer loss, damage or injury because of a Disclosure and if we failed to take reasonable precautions and exercise due diligence to prevent the Detriment. Disclosers are encouraged to seek independent legal advice in relation to possible legal remedies.

When is Protection not Available?

Not all Reports are protected at law. Protection is not available where the Report involves:

- A Personal Work-Related Grievance and/or does not relate to or include information about Reportable Conduct (unless the disclosure is made to a legal practitioner by a Discloser seeking legal advice or legal representation about the operation of the whistleblower protections under the Act);
- Behaviour or conduct that is not Reportable

Conduct;

- Information that is trivial or vexatious in nature with no substance. This will be treated in the same manner as a false report and may itself constitute misconduct; and/or
- An unsubstantiated allegation which is found to have been maliciously, or knowingly false. These will be viewed seriously and may be subject to disciplinary action up to and including termination of engagement.

If you are unsure about whether your suspicions or concerns relate to Reportable Conduct covered by this policy, or you have concerns in relation to other misconduct or inappropriate workplace behaviours which are not considered Reportable Conduct, you should report your concerns to the Director, Group Legal and Governance, who will advise you on appropriate next steps.

Reporting Reportable Conduct does not excuse the Eligible Whistleblower from the consequences of any of their own involvement in the misconduct. This may include criminal proceedings or disciplinary action. However, the Eligible Whistleblower's conduct in making the Protected Disclosure may be taken into consideration in determining what disciplinary action (if any) is appropriate.

Investigating Reports

When a Report is received

After receiving a Report we will:

- Assess whether the Report relates to Reportable Conduct (the Discloser will be considered an Eligible Whistleblower provided it was reported to an Eligible Recipient);
- Assess how the Eligible Whistleblower should be supported and protected, including assessing the risk of Detriment against a Discloser or other persons (such as those who may be suspected of making a Report);
- Co-ordinate an investigation into any Protected Disclosure received (provided the WPO has determined it is appropriate to do so);
- Keep the Eligible Whistleblower properly informed (verbally or in writing) as we determine appropriate, of the progress and final outcome of the investigation, and the actions taken or to be taken in response, subject to considerations of the privacy of the Respondent;
- Keeping appropriate records and documentation for each step in the process, even if they ultimately determine that a formal investigation is not required;
- Determine when the most appropriate time to inform the Respondent about the Report is. The Eligible Recipient may determine that informing the Respondent at an early stage of the investigation may not be appropriate

where there are concerns that they may destroy information or that the Report needs to be referred to ASIC, APRA, the ATO or Police;

- Provide support to the Eligible Whistleblower and the Respondent as necessary; and
- Protect the Eligible Whistleblower from Detriment. This may include taking actions such as modifying the location where they work, reassigning them to another role at the same level, making other modifications to their workplace or the way they work, or reassigning or relocating other staff involved in the Report.

If a Report does not relate to Reportable Conduct the matter will be dealt with in accordance with our Staff Grievance policy or other relevant policies.

Responsibility for Investigations

If an investigation is deemed warranted by the WPO or Eligible Recipient, an Independent Person may be appointed to investigate.

The appointed investigator will be required to:

- Take all reasonable steps to ensure that the investigation is fair, objective, timely and that procedural fairness is applied.
- Provide regular and timely feedback on the status of an investigation and the outcome of the investigation to the parties involved.
- Keep appropriate records and documentation.
- Report the findings of the investigation to the WPO or Eligible Recipient who will make recommendations to the CEO/Chair (as appropriate) as to the suitable responses and actions, including disciplinary action up to and including termination of engagement, if Reportable Conduct is substantiated.

Generally, a Report will be investigated within 28 working days from the date we receive it. However, there may be reasons why an investigation may take longer. If we think there might be a delay with the investigation, we will tell the person who made the Report (where possible).

Responsibilities towards Respondents

We will take all reasonable steps to treat any Respondent who is the subject of a Report fairly. Generally, where an investigation is conducted, the Respondent will be:

- Informed of the substance of the allegations.
- Given a fair and reasonable opportunity to respond to the allegations before the investigation is finalised.
- Informed about the substance of any adverse conclusions in the investigator's findings that affects them.

Where a Respondent is identified as being suspected of Reportable Conduct but preliminary

inquiries determine that the suspicion is unfounded and that no formal investigation is warranted, the Eligible Whistleblower will be informed of this outcome. Whether the Respondent is informed of an allegation found to be baseless upon preliminary review is a matter for the WPO's discretion.

When adverse conclusions are made in the investigator's report about a Respondent, the Respondent will be given the opportunity to respond to those conclusions prior to any action being taken against them.

Disciplinary action after an investigation
Once an investigation is complete, we will decide what action will be taken. The action taken will depend on the findings of the investigation. The CEO or Board will approve any disciplinary action before it happens. If the CEO approves disciplinary action, they may tell the Board if they deem it appropriate to do so.

Reviews

A Discloser or a Respondent may request an internal review of our decision if they are not satisfied with the outcome of an investigation. Reviews will be conducted by a person who was not involved in the handling, or investigation, of the original Report. Internal reviews of our decisions will be conducted at our discretion. We may decline to conduct an internal review if no new information is available or if the new information would not alter the outcome of the investigation. In addition, a Discloser may lodge a Report or complaint with a regulator such as ASIC, or the ATO.

Reports made under this Policy

The WPO/CEO will provide details about the number and type of Reports received, as well as a general summary of each Report, the results of any investigation and the findings of any reviews to the:

- CEO on a regular basis (the frequency to be determined by the CEO); and
- Board Group Audit & Risk Committee bi-annually, except where a report involves the CEO in which case the report must be provided to the Board once it is received by the Chairman.

Policy Administration

This policy will be available on our intranet and company website.

A copy of the policy will also be provided to our people as part of our on boarding process. Any questions in relation to this policy should be directed to the Director, Group Legal and Governance.

Relevant Laws, Regulations or Standards

- Corporations Act 2001 (Cth)

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 12 months

Code of Conduct & Ethics

Overview

This code of conduct explains the minimum standards of behaviour that we expect from our team members.

Scope

This policy applies to Muslim Care and to our employees, contractors, directors and volunteers (our team members).

Our values and behaviour

Our values set the standard for our behaviour. We use our corporate values to make decisions that align with our purpose. Our values are:

Support

Support means our team members will:

- Model a caring environment by listening to, working with and empowering internal and external stakeholders and customers.
- Treat others with genuine kindness and understanding.
- Model collaborative behaviours which embrace high quality internal and external customer service. They will be available to offer support and advice to all, representing us professionally and ethically.

Accountability

Accountability means our team members will:

- Set clear standards, deliver on their commitments and make sure that their actions are focused on achieving organisational outcomes.
- Take ownership of their actions in an honest and open manner, showing up on time and being present.
- Respectfully give and receive feedback and learn from their mistakes.

Respect

Respect means our team members will:

- Listen with care and kindness to understand others and respond with good intent in a timely manner.
- Value difference and diversity and the perspective that it brings.
- Treat everyone politely and listen to others, encouraging them to express their opinions and ideas.

Integrity

Integrity means our team members will:

- Keep their word and behave in an honest, ethical and professional way.
- Speak out against misconduct, illegal and

inappropriate behaviour and report apparent conflicts of interest.

- Support a culture of honesty and professionalism.
- Respect the confidentiality of client information and workplace information.

Our Code

- Acting in our interests;

Our team members must always act in our interests. This includes supporting on a professional level all formal decisions we make.

- Obeying the law;

Our team members must follow all relevant laws, regulations and standards.

- Following our policies & procedures;

Our team members must follow our policies and procedures. These policies and procedures form part of our team members' contractual obligations with us.

- Acting professionally;

Our team members must act professionally and provide good customer service. Our team members must make sure that:

- They only communicate their work mobile/ phone numbers to customers and stakeholders
- They communicate clearly, promptly, politely and must be courteous, respectful and professional
- Follow our Social Media policy and any related guidelines
- Act professionally in all social interaction during work hours
- Avoid social interaction with our external customers outside of work – where this is not possible, our team members must tell their manager so that any potential conflicts can be managed
- Respond to all stakeholder contact within agreed timeframes

- Use of your position;

Our team members must not use their position with us to get any improper benefit for themselves or another.

Disclosure of Gifts and Benefits

We don't encourage or expect gifts from tenants, contractors or business associates but we understand that small gifts/benefits may be offered or received as a token of appreciation. Gifts must not influence or seem to influence our decisions.

Our team members must declare any gift or benefit they receive or are offered as outlined in our Gifts and Benefits policy.

Conflicts of Interest

A conflict of interest is where someone's personal interests conflict with their responsibility to act in our best interests. A personal interest isn't just your own interests and could include the interests of family, friends or other organisations or companies that you are involved with.

Conflicts of interest include actual or perceived conflicts, or potential conflicts that could exist in the future.

Our team members must disclose conflicts of interest as outlined in our Conflicts of Interest policy.

Our Assets

Our team members must respect our funds, equipment and property and should use and maintain these resources with due care. We allow reasonable personal use of the telephone, photocopier, printer, email and the internet. Use of our letterheads for personal purposes is not allowed. Our team members must follow policies relating to our assets including our Motor Vehicles and Mobile Devices policies

Our resources must never be used for:

- Private commercial activity or financial gain
- Any activities including jokes or pranks that are inappropriate or offensive
- Transmitting material that may damage our reputation
- Accessing or transmitting information that could be misleading, deceptive or illegal
- Gambling
- Subscribing to or accessing fee based services for personal use
- Purposes which will adversely affect the performance of our networks, email system or other operations

Our Information and Confidentiality

Our information must only be used for our purposes and not for personal benefit. Our information that has not been released to the public via our website, the annual report or media releases, should be considered confidential unless otherwise stated by our CEO.

Confidential information can include paper files, physical and electronic records, electronic documents, internal reports and internal emails. Our team members must not make or appear to make public comments on our behalf unless specifically authorised.

Our team members have a responsibility to make and keep accurate records.

Our team members must only access our records when it is relevant to their work. Team members must not access their own records (apart from their employee record in One Housing) or records of family, friends or business associates.

Reportable Conduct

We expect our team members to act appropriately in all situations and not engage in any reportable conduct. Examples of Reportable Conduct may include:

- financial irregularities
- corrupt conduct
- criminal conduct
- failure to comply with any legal or regulatory obligation
- unethical or other serious improper conduct, including breaches of company policies and procedures

Team members should refer to our Whistleblowing and Reportable Conduct policy for more information.

Alternative Employment

Our team members must not undertake any employment with another organisation that is a supplier or competitor or any other employment that conflicts with their position with us. If our team members want to undertake additional employment i.e. a second job, they should discuss this with their manager to make sure that it won't impact their role with us. Our team members must get permission from the CEO if they want to be a Director of another company (other than a family company) including a not for profit entity.

Breach of Code of Conduct

Our team members must follow this Code of Conduct.

If our team members believe that their co-worker is or may be in breach of this code, they should report the breach or suspected breach. If our team members report behaviour which they honestly believe is a breach, we will treat the report confidentially and will protect the person from any retaliation.

However, if our team members make reports which they know is false to annoy or cause harm to another person, we may consider taking disciplinary action against them, which may include terminating their employment.

We do not accept misconduct and are committed to addressing any inappropriate behaviour and making

sure that our team members are not penalised for making a genuine report or complaint.

Reporting and Investigation

Our team members may report breaches of this Code under our Reportable Conduct and Whistleblowing policy. We will investigate reports of breaches of this Code as outlined in our Reportable Conduct and Whistleblowing policy.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 24 months

Social Media

Overview

This policy explains how we will manage our social media accounts and our rules when other people post content on our social media pages. It also explains what we expect from our employees, directors and volunteers when they are using their own personal social media accounts.

Scope

This policy applies to all social media accounts operated by Muslim Care, our employees, directors and volunteers (our people). Our people must follow this policy. This policy should be read with our other policies, guides and agreements.

Definitions

- Social Media:

Social media is a set of tools and platforms people use to publish, communicate and share content online.

- Our content:

Our content includes anything related to our services, customers, our people, logos/branding, contractors, competitors, stakeholders, business associates and other related businesses.

Our content includes any information gained through a person's employment and/or volunteering and/or involvement with us.

- Business use:

Business use is when our people use social media for business purposes, for example, to communicate with our stakeholders, customers or promote our business, projects or services.

- Personal use:

Personal use is when our people use social media sites for anything unrelated to our business at any time.

- Working hour:

Working hours is the time when our people have

agreed to work for us.

Business Use

We will use social media to:

- Promote our work, services, and events
- Engage and build relationships with different audiences
- Raise awareness and campaign for relevant issues.

Delegations for business use

Apart from the CEO, the Communications team are the only people authorised to create, access and publish content on our social media accounts.

The Head of Customer Communications and Marketing is responsible for our Facebook and Instagram pages.

The Head of Corporate Affairs and Communications is responsible for our LinkedIn, YouTube Channel and Twitter pages.

Principles for Business use

Our people will follow these principles when writing social media posts for business use:

Accuracy, honesty and transparency

Online content should be accurate, honest and transparent. If a mistake is made, it should be corrected promptly. If the incorrect information has been deleted, refer to the error when making a correction, as someone may have saved it or reposted the information. Original authors should be given credit when sharing or reposting content.

Respect and Professionalism

Respect the opinions of other people. Do not post material or comments that may be offensive, obscene, defamatory, threatening, or discriminatory to another person, brand or company/department. Carefully consider how others might view content/comments. Material/comments posted should reflect our organisational values, purpose and vision. Avoid arguments and retaliatory dialogue as it can prolong or worsen a situation. For accessibility we should aim to keep language simple and describe images when possible.

Accountability

Follow the rules of the site and any relevant laws, regulations and our policies. Respect the privacy of others. Don't post any information that is commercial in confidence or breaches the privacy of customers or a third party.

Responding to Social Media Content

We understand that we need to respond quickly to comments and complaints online. We will

respond to complaints or comments with an acknowledgement within 3 hours and follow up internally over the following 2 days to ensure the issue has been resolved satisfactorily.

Content guidelines

We will use social media to engage with external stakeholders and customers and raise awareness of our purpose. We will make sure that all content posted on our social media sites is appropriate.

Content posted on our social media must not:

- include images of or references to sex, drugs, nudity (or partial nudity), pornography, rude language
- be defamatory, abusive, obscene, discriminatory, threatening, prejudicial
- bully, harass, intimidate or impersonate another person, organisation or entity
- breach someone else's rights or the law, such as copyright or privacy
- use images, logos, trademarks, or any other material unless approved by the legal owner
- breach policies, terms of use or other rules of the social media site

If the content doesn't meet these rules, we will take appropriate action.

Use of Images on Social Media

We will comply with legal requirements when collecting and using people's images on social Media.

Personal Use

Our People are free to use their own personal social media accounts; however, we advise against identifying themselves as one of our people (except for professional networking site LinkedIn) or posting about work-related issues. If our people choose to interact with our official pages or accounts or other professional pages, they must protect our reputation and confidential business information as well as personal information that we hold. Our people should understand that their personal use can also impact their employment or engagement with us.

When using social media, our people should follow the guidelines about Social Media Guidelines about Personal Use.

For your own personal safety, our people should not establish online relationships with our customers on social media. If one of our people receives private messages or requests from customers, they should advise the customer that they are not permitted to communicate with customers via their personal accounts. Refer to our Social Media Guidelines for

more information.

Personal use During Working Hours

Personal use of social media during work hours is not permitted. Our people are permitted to use social media during their breaks.

Breaches of this policy

If one of our people breaches this policy, we might take action as outlined in our Performance Management Guidelines, this may include termination of their employment, where appropriate.

We might also request that content is deleted if it breaches this policy or our Social Media Guidelines.

We might monitor use of social media on our devices. If social media sites are being accessed unreasonably, we might restrict access to social media sites on our devices.

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Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review Frequency: 12 months

Working Within Community

Community Rooms

Overview

This policy explains how we will manage community rooms in our properties.

Scope

This policy applies to all community rooms managed by Muslim Care except where we have an agreement with another organisation to use the room.

Eligibility

To book a community room, an applicant must show us that:

- They live in one of our properties (and we have not started legal action to end their tenancy) or
- They are a non-profit legal entity or are from a local council and
- They are providing a service or activity which will help our tenants, social housing residents or the local community.

Non-profit organisations must give us a copy of their Public Liability insurance before we will let them use a community room.

Applying to use a Community Room

A community room can be booked for a one-off event or for regular use, between the hours of 9am and 5pm, Monday to Friday. We will only allow bookings for up to 6 months in advance.

People who want to book a community room must fill out an application form.

When we are deciding whether to approve an application, we will look at the following:

- How the activity or service will help our tenants, social housing tenants or the local community
- The need for the activity or service in that area
- The type of activity or service offered
- Any safety and security issues for visitors to the room and residents.
- How the activity or service fits with our values or mission.

We will make a decision about applications within 7 days and will send the applicant a letter telling them whether their application has been approved.

Fees

We don't charge people fees to use a community room, but we might charge a cleaning fee.

Responsibilities of Users

People who use our community rooms must:

- Leave the room clean and tidy
- Fix any damage that they or their guests cause
- Arrange security for the event (if requested by us)
- Keep noise to a reasonable level
- Lock the room after using it and returning the keys to us

Conditions of Use

People who are approved to use our community rooms must follow our rules.

- Drugs and alcohol are not allowed
- There is no smoking inside our community rooms
- The rooms are not to be used for any illegal activity

There may be times when we need to cancel a booking. If we need to cancel an ongoing booking, we will try to give at least 21 days' notice.

Maintenance, Rates, Utilities and Insurance

We will carry out repairs and maintenance work and damage caused by fair wear and tear.

However, users will be responsible for any damage caused to the premises while they are responsible for the room.

We will pay the rates, water and electricity charges and will maintain building and public liability insurance for our community rooms.

Policy Information

Version: 2

Last Reviewed: 03/06/2021

Review frequency: 24 months

Violence Prevention

Overview

This policy explains how we will protect our workers and other people in the workplace, and Meet our legal duties.

Scope

This policy applies to Muslim Care and its subsidiaries. Our workers and officers must comply with this policy.

Guiding principles

We will:

- Protect the health, safety and welfare of people in the workplace by removing or reducing risks.
- Meet the requirements of the Work Health and Safety Act 2017 (NSW), Work Health and Safety Regulation 2011 (NSW), Codes of Practice and other relevant legislation.
- Look for ways to reduce the risk of violence in the workplace

Our duties

We have a legal duty to do as much as we reasonably can to protect the health and safety of workers while they are at work.

We do not allow violence, harassment, physical intimidation or aggressive behaviour in the workplace.

We will do as much as we can to:

- Provide a safe working environment for our workers
- Develop safe systems for work
- Give our workers information, training and instruction to help them protect themselves from violence in the workplace
- Monitor the health and safety of our workers
- Support any worker who feels threatened in the workplace.
- Help and support any worker who has experienced violence or aggressive behaviour from our customers.

Management responsibilities

Our officers have a responsibility to prevent or reduce the risk of violence. Our CEO will support management to take all practical steps to make sure that the workplace under their control is as safe as possible from the risk of violence.

The actions we will take to protect workers and other persons from the risk of violence include:

- Identifying, assessing and controlling risks of violence in the workplace.

- Training employees to respond to critical incidents, violence and aggressive behaviour.
- Supporting people after an incident.
- Regularly reviewing and updating procedures where necessary.
- Discussing safety and safe work methods with employees.
- Making sure that we have enough resources to develop systems to prevent and control violence and aggressive behaviour.
- Giving management the authority to respond quickly to violent and aggressive behaviour.
- Supporting all workers to meet their responsibilities as explained below.
- Monitoring the safety of our workers.

Workers responsibilities

Workers must:

- take reasonable care for their own health and safety
- make sure their actions don't put the health and safety of other people at risk
- follow reasonable instructions that we give about WHS
- follow any reasonable policy or procedure about WHS
- be polite and respectful to customers regardless of their background and personal situation.
- report aggressive, threatening or violent incidents within 3 business days.
- attend training as agreed by management to develop skills in working with aggressive behaviour.
- talk to their manager or our Employee Assistance Program (EAP) provider about any issues/feelings you have if you experience any violent or aggressive behaviour.

Aggressive behaviour

Aggressive behaviour is any behaviour that creates a stressful, intimidating, frightening or offensive situation. This could include a wide range of unacceptable behaviours directed toward workers or other persons. This behaviour could happen anywhere. It could be face to face, over the phone or in writing.

Aggressive behaviour can include:

- Rude noises, expressions or gestures.
- Threatening or offensive behaviour.
- Verbal abuse, raised voice or swearing, including racist and sexist comments.
- Threatening self-harm or harm to others.
- Physical violence towards a person or an object such as hitting, grabbing, punching, kicking, defacing or use of weapons.

- Unwelcome actions, including showing someone offensive material.
- Blocking exits or holding someone without their permission.
- Stalking including all forms of stalking e.g. physical stalking or stalking using phone, text or online platforms such as social media.

Aggressive behaviour can range from a raised voice and general verbal abuse through to actual physical violence. Angry behaviour is focused on an issue, while aggressive behaviour is directed away from the issues, either towards others, the environment (throwing objects) or towards the person themselves (self-harm).

High risk behaviour

A high risk customer is someone who has a history of high risk behaviour. This could include:

- Violence and/or aggressive behaviour
- Alcohol or drug abuse
- making threats to our workers or other people
- making unsupported and false claims
- Behaviour that is disorderly or hard to manage
- making unreasonable complaints
- making sexual signs or comments
- making discriminatory, rude or offensive comments or actions
- Threats of suicide or self-harm

Identifying, investigating and dealing with high risk behaviour

If we think that a customer is high risk based on reports or complaints we receive, we will investigate the complaint/report within 7 days of receiving the information. While we are investigating a complaint/report or a customer is identified as high risk, we will meet the legal requirements of the WHS Act and the Privacy Act 1988 (Cth).

We will also tell our workers and other persons (including contractors) to take special safeguards when dealing with the person. The safeguards will depend on the type of risk but could include:

- Only visiting or meeting with the person when a second person (worker, contractor or service provider) is present.
- Making appointments in our offices when other workers are there.

We will notify other people (such as contractors) of possible risks if it could impact their health and safety at work.

We will continue to treat people fairly and apply our policies and procedures.

We will review risks regularly through our dealings with the person and their support providers (if

applicable). If we think that the person isn't a risk anymore, we will remove this status from that person's records.

Supporting our workers

When our workers have ended contact with a person because of aggressive or high risk behaviour, the worker should tell their manager as soon as possible. Workers need to report violent or aggressive incidents using our Work Health and Safety and/or Critical Incidents policies and procedures. We will offer internal support and encourage workers to contact our Employee Assistance Program or another professional body (if appropriate). All incidents must be appropriately reported and recorded.

Contractors visiting our properties must report any incidents of aggression or high risk behaviour to us as soon as possible.

If any of our workers are assaulted or harassed by a customer during or outside work hours, we will offer them assistance including counselling, debriefing, and/or legal assistance and reimbursement for related costs.

After an incident

Our workers must report all incidents which involve aggressive or high risk behaviour. Any persons who saw or heard any part of the incident should be asked to provide a witness statement. Workers will not be treated any differently for reporting an incident.

Workers who experience aggression or violent behaviour from our customers might find the experience to be upsetting or stressful. Any worker who finds it difficult to cope with aggressive behaviour should talk to their manager or a member of the People and Development team so that we can arrange training and/or support. Workers can also contact the Employee Assistance Program (EAP) directly.

After an incident, managers should offer support to all workers involved.

Relevant legislation, regulation and standards

- Work Health and Safety Act 2011
- Work Health and Safety Regulation 2017 (NSW)
- Privacy Act 1988 (Cth)

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Policy Information

Version: 2

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Review frequency: 24 months

Disposal of Real Property

Overview

This policy explains how we and when we will dispose of real property. Real property is land and any improvements or fixtures on that land including buildings.

Scope

This policy applies to real property owned, managed or leased by Muslim Care and its subsidiaries.

Guiding principles

- We will dispose of real property when it no longer meets our needs or the needs of our tenants or where our business plan identifies that we should dispose of the property.
- We will make sure that we secure the best outcome for St George Community Housing when we sell real property.

Decisions about disposals

We will look at our assets regularly and decide which properties could be replaced with more suitable properties. Our Asset Management Plan will help to guide these decisions. Approval for disposal of owned real property sits with the Board.

Disposing of properties

When we have decided that a property should be sold or handed back to the owner, we will dispose of the property so that the money can be used for the development, purchase or lease of other more suitable properties. We may also dispose of newly constructed properties or hand back managed properties if appropriate.

Disposal of any real property we own must be approved in line with our Delegations. A member of the Executive team can approve return of properties to landlords.

We will comply with any contractual or legal requirements when we dispose of real property.

When selling real property, we will make sure that the sale of real property is managed with probity and to secure the best terms for the company.

Sale of properties to tenants

When we decide to sell real property that is occupied, the tenant living in that property can apply to purchase the property. If the tenant makes an acceptable offer, we might sell the property to the tenant.

Unless otherwise approved by the Board for a specific disposal or program of disposals, we will sell properties at market value based on the higher of two independent market valuations that we will procure at the time of any decision or request to sell.

If a tenant asks to purchase the property that they are living in and we have not decided to sell that property, we will consider their request and advise the tenant of the outcome.

Tenants living in properties that we manage, which are owned by third parties, including NSW Government entities such as NSW Land and Housing Corporation, may need to seek approval directly if they want to purchase the property. For more information, tenants can refer to their Sale of Homes policy.

Related Documents/Resources

- Department of Communities and Justice Policy- Sale of Homes

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Policy information

Version: 2

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Muslim Care Disposal of real property policy 1