

Tenant 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

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