

# End of Tenancy Policy

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Policy context: This policy relates to	
Standards or other external requirements	
Legislation or other requirements	<ul style="list-style-type: none"><li>• <a href="#">Residential Tenancies Act 1999 (NT)</a></li><li>• <a href="#">Uncollected Goods Act.</a></li></ul>
Contractual obligations	<ul style="list-style-type: none"><li>• Contractual agreements with funding bodies</li><li>• Residential Tenancy Agreements with tenants</li></ul>

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## **1. Overview**

This policy outlines how Community Housing Central Australia (CHCA) end tenancies and meet our legal duties.

## **2. Scope**

This policy applies to all tenancies managed by CHCA. Our staff must comply with this policy at all times.

## **3. Guiding principles**

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.

## **4. 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.

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 Operations Manager or their delegate.

If a tenant breaks a fixed term lease, we may charge a break fee as permitted by law.

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.

## **5. When we might end a tenancy**

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

### **5.1. The tenant has broken the rules of their tenancy agreement**

We will try 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 or when there is violence to other people or serious property damage.

### **5.2. Management reasons**

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

- 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 a tenancy is ended because of management reasons, we will give the tenant one offer for housing that meets their needs and we may also help with the cost of moving. We will always try to transfer tenants by agreement. However, if a tenant declines a suitable offer for other housing, we may take legal action to end the tenancy.

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 appeal our decision. If our tenant applies for a review of our decision, the Operations Manager will review the decision within 7 days.

There may be occasions when we will issue a 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.
- In exceptional circumstances when approved by the CEO.

When we end a tenancy with a 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.

### **5.3. The tenant has abandoned their property**

If a tenant has abandoned their tenancy, we may take immediate possession of the property or make an application to the Northern Territory Civil and Administrative Tribunal (NTCAT) to have the tenancy terminated. If we have reason to believe that a tenant has abandoned the property, we will place a notice at the property, giving the tenant 14 days to contact us.

### **5.4. If a tenant dies**

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

If a sole tenant dies without leaving a spouse, de-facto, partner or dependents whose details are known to CHCA prior to the death, occupying the premises, the lease will end.

If a sole tenant dies but, there is a spouse, de-facto, partner or dependent that we know about, we will work with the household to determine if a new tenancy may be entered into. In some cases CHCA may be required to end the tenancy due to the program eligibility criteria. In this case, CHCA will work with remaining household member to assist in moving from the property.

If a sole tenant dies and there no other known occupants, we will contact the tenant's legal representative or next of kin to make arrangements for the personal belongings of the tenant.

Generally, we will only charge rent up until the date the tenant died.

We understand that there may be cultural or religious reasons why the legal representative or next of kin 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. If approved, the normal rent must be paid until the property is vacated and returned to us.

### **5.5. 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

### **5.6. The property is no longer habitable**

If a property is deemed to be uninhabitable for reasons outside of the tenant's and CHCA's control, such as flooding or fire, we may give two days notice to end the tenancy.

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

## **6. 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, put in the person's mailbox or emailed to a known email address.

If the tenant doesn't move out by the date given on the notice, we will apply to the NTCAT to get an order for possession and for the tenant to move out of the property. The decision to apply to the NTCAT must be approved by the CEO.

If the tenant doesn't move out by the date ordered by the NTCAT, we will apply for a warrant for possession of the property. The decision to apply for a warrant must be approved must be approved by the CEO.

### **6.1. 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. If the tenant accepts the option to address the issues raised we will give the tenant access to the property for a period of 24 to 48 hours. 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.

### **6.2. Final rent payment**

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

### **6.3. Money owed to us at the end of a tenancy**

If a tenant vacates a property and owes us more than \$1,000 for rent arrears, debt or the cost of end of tenancy cleaning, gardening, repairs and/or Sheriff's fee, we will apply to the NTCAT 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 make take other legal action to recover the money owed.

### **6.4. Goods that our tenants leave behind**

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

We will dispose any rubbish and perishable items that are left behind when a tenant gives us back a property or abandons a property. We will also dispose any goods or items with a re-sale value deemed to be less than \$200.00.

For goods deemed to have a re-sale value of more than \$200.00 and for personal documents, we will store these and give the tenant notice and follow the process of the Uncollected Goods Act.

If the goods are not collected within the timeframe given in the notice, we will throw the goods away or may sell them where this is allowed by law.

### **6.5. 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 be provided where:

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

### **7. Appealing a decision**

Tenants may be able to appeal some decisions about end of tenancy. For further information, please refer to the Appeals policies.

### **8. Related policies / documents**

- Rent Policy
- Arrears and Debt Management Policy
- Appeal Policy