

Tenant Charges Policy

Version No:	1	Date Approved:	11 January 2021
Next Review Date:	2024	Policy Owner:	CEO

Policy context: This policy relates to	
Standards or other external requirements	
Legislation or other requirements	<ul style="list-style-type: none">Residential Tenancies Act (NT) 1999
Contractual obligations	<ul style="list-style-type: none">Residential Tenancy Agreement with tenants

Table of Contents

1.	Overview.....	3
2.	Scope.....	3
3.	Guiding principles	3
4.	What are tenant charges?.....	3
5.	Responsibilities	3
6.	Responsibility for property damage	4
7.	Repeated or serious incidents of tenant damage	4
8.	Tenant charges over \$1000.....	4
9.	Appealing decisions about tenant charges	4
10.	Outstanding tenant charges	5
11.	References	Error! Bookmark not defined.
11.1.	Related internal policies.....	5

1. Overview

This policy explains what tenant charges are, and how Community Housing Central Australia (CHCA) will manage them and meet our legal duties.

2. Scope

This policy applies to all tenancies managed by CHCA with the exception of Town Camps.

3. Guiding principles

- We will charge tenants in accordance with tenant's responsibilities as per the Residential Tenancies Act 1999.
- 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.

4. 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.

5. Responsibilities

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.

We will:

- Follow the terms and conditions of the Residential Tenancy Agreement and NT Residential Tenancies Act 1999.
- 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 [Northern Territory Civil and Administrative Tribunal \(NTCAT\)](#) and the tenant disagrees with the charge, they should lodge an appeal through the NTCAT
- Inspect the property with the tenant (where possible) when the tenant is moving out and complete an end of tenancy condition report.
- Not 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 NTCAT.
- 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.

6. 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 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:
 - Domestic and Family violence
 - 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 NT Police, such as a witness/victim statement, Domestic Violence Order (DVO), 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.

7. 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 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 NT Police or NT Fire and Emergency Services), 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.

8. Tenant charges over \$1000

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

9. 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 NTCAT. Refer to our Appeals policy for more information about appeals.

NTCAT also hears matters about claims for tenant charges. We may apply to NTCAT to resolve a matter. Tenants can obtain independent advice from the Darwin Community Legal Service.

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

10. Outstanding tenant charges

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

11. Related policies / documents

- Arrears and Debt Management Policy
- Domestic and Family Violence Policy
- End of Tenancy Policy
- Appeals Policy