

Inspections and Property Condition Assessment Procedure

Related Policy: Centacare Housing Services Policy

Purpose & Objectives

Centacare Housing Services (CHS) as landlord to tenants of owned and community managed properties, are responsible for providing a certain standard of accommodation to its tenants.

To ensure commitment to this purpose CHS conducts property condition assessments on vacant or tenanted properties in compliance with the Residential Tenancies Act 1997 (RTA).

Procedure

Where a property has been vacated, a Tenancy Worker conducts a property condition inspection to check that the property is of a re-lettable standard, and to assess the nature of works required. The condition of the property is recorded in a Tenancy Condition Report (TCR) (Appendix 2.1).

Property condition assessments are conducted on properties for the following reasons:

- A request for maintenance works may require an inspection to determine the nature and extent of damage or fault
- A property is inspected to determine and record its condition after tenants have vacated
- After vacant unit maintenance has been completed, a property is inspected to ensure it is in a habitable and safe condition for new tenants

Preparing for a new tenancy

A Tenancy Condition Report (TCR) is a record of an agreement between the tenant and Centacare Housing about the condition of the rented property. A TCR is completed so that there is a record of the condition of the property, including the fixtures and fittings, at the start and end of each tenancy.

Housing staff use the TCR as evidence of the condition of the property at the Victorian Civil and Administrative Tribunal (VCAT) if there is a dispute over responsibility for the cost of maintenance works.

CHS prepares a new TCR for a property when one or more of the following occurs:

- the property is ready to be relet after vacant unit maintenance is completed
- a tenancy is transferred from one name to another and a new residential tenancy agreement is signed
- a property is inspected at the end of a tenancy
- any other time a new residential tenancy agreement is signed.

Start of tenancy

The tenant is given two copies of the TCR at the time of moving in to the property. The tenant is required to return a signed copy of the TCR to the housing office within three days of the sign up. In some cases, tenants may choose to sign immediately but they are not required to do so.

All signatories to the residential tenancy agreement must sign the TCR as per the RTA (s.32 (2)).

If the tenant does not return the TCR, CHS considers that the tenant agrees that the report is correct and no further action is taken. The unsigned report remains on the tenant's account to be used when the tenant vacates, as a record of the condition of the property when the tenant commenced their tenancy.

During a tenancy

An inspection of the property is undertaken after 3 months' tenancy; and every 6 months after that period. CHS are required to give the tenant 7 (seven) days' notice to enter the premises for an inspection. A TCR is completed and photos may be taken. The inspection can only take place during the hours of 8am-6pm on weekdays, excluding Public Holidays.

CHS can enter a property with 24hrs notice provided to the Tenant, for the following additional reasons:

- carry out duties listed in the tenancy agreement or relevant laws
- verify a reasonable belief that the tenant has not met their duties as a tenant, for example, damage to the premises or common areas, or using the premises in a way that caused a nuisance

These inspections are made under Section 86(1)(c) (e) and (f) of the Residential Tenancies Act.

End of the tenancy

An inspection of the property is arranged with the tenant to complete the TCR at the end of their tenancy:

- After they have given notice of their intention to vacate
- When they request the tenancy be transferred from one name to another
- When an existing tenant is offered a transfer for relocation purposes
- Before they sign a new residential tenancy agreement due to a lease renewal
- When they vacate the property and hand in the keys without giving notice.
- The property is also inspected to complete the TCR if the tenant:
 - Abandons the property
 - Does not attend the inspection after they have vacated the property
 - Arranges with another person to return the keys after they have vacated the property

In these circumstances, the TCR is used as CHS record of the condition of the property at the end of the tenancy even though the tenant has not signed the report.

CHS also uses photographs as a record of the condition of the vacant property where there is evidence that repairs are required due to damage rather than fair wear and tear. The photographs are used to substantiate tenant responsibility charges at VCAT.

Determining the condition of the property

Housing staff inspect fittings and fixtures, and internal and external finishes listed in the TCR to record the condition of the property. 'Internal and external finishes' refers to the general appearance of internal and external components, such as walls, ceilings, doors, paving and clotheslines.

- Each of the fittings, fixtures and internal and external finishes is given a grading. The condition of each fixture is graded as GOOD, FAIR or POOR.
- If the fixtures or fittings are in a satisfactory and safe condition, and the property meets CHS reletting standards, the condition is graded as GOOD.
- If there is cosmetic wear and tear only (fixtures or fittings are marked, chipped or worn), the condition is graded as FAIR.
- If there is substantial wear and tear, for example, the carpet is threadbare or has holes, the condition is graded as POOR.

The TCR is signed and dated by the Tenancy Worker as a true record of the condition of the property when the pre-letting inspection was completed.

Methamphetamine Contamination

Methamphetamine is chemical-based and is not biodegradable. Contamination can occur when a tenant consumes the drug and/or is involved in the manufacture process within the property. The contamination can seep into the paint, carpets and even the timber long after the tenant has moved out.

Exposure to even small amounts of these poisons can pose serious health risks to both staff and future tenants. The cost of decontamination including commercial cleaning and/or replacing paint, carpets, fittings and fixtures can be in the tens of thousands of dollars. Cases recently identified in the media have shown contamination levels so high the only outcome was demolition of the property.

As a precautionary measure, testing for methamphetamine contamination will take place if there is a suspicion of use and/or production of methamphetamine. CHS will test for methamphetamine contamination by:

- Using a field-test kit which identifies a 'positive' (0.5µg/100cm²) or 'negative' result
- If a positive result is returned, the CHS Manager will either:
 - o Organise a forensic clean of the property (including chemical cleaning of walls, carpets, light fittings etc.), or
 - o If it is determined to be a high-use environment (e.g. a 'Meth Lab') escalate to a full renovation of the property including new paint, carpets, drapes, electrical fittings etc.
- The CHS Manager will follow 1.01 Responsive Maintenance Procedure for approval of expenditure

Tenant Responsibilities

CHS tenants have a responsibility to comply with the provisions in the Residential Tenancies Act (1997) and the tenancy agreement that they have signed. Tenants are required to:

- Do their best to avoid damaging their rented premises and the common areas
- Keep their rented premises in a reasonably clean condition
- Not install fixtures or make any alteration, renovation or addition to the rented premises, unless they have permission

Tenants are also required to agree to and follow the values in the Department of Health and Human Services *Neighbourly Behaviour Statement* (Appendix 1.02-2).

CHS is committed to managing and resolving tenant property damage with:

- A strong focus on local resolution and agreement
- In an inclusive and responsive manner including problem solving and negotiation with the tenant as early as possible

Where CHS is required to undertake repairs or cleaning because the tenant has not complied with their obligations and the damage is beyond normal 'fair wear and tear', this work is raised as a 'tenant damage and repair claim'.

Examples of when the tenant, a household member or visitor may have breached their obligations are:

- Intentional or malicious damage to the property's fixtures or fittings
- Antisocial behaviour
- Reckless behaviour which indicates a failure to take reasonable steps to prevent damage from occurring
- Reasonable care was not taken to avoid damage to the rented premises or common area, and
- The tenant fails to keep the rented premises in a reasonably clean condition.

CHS will generally not claim costs from the tenant for property damage if the damage was caused by:

- An accident which could not be reasonably prevented
- the criminal actions of a third party and the tenant could not prevent it from occurring, for example, family violence
- Natural disasters, e.g. storms or floods
- Fair wear and tear
- Actions taken by person/s who cannot be identified or verified, e.g. Damage within a vacant property.

Tenant Damage and Repair Charges

CHS may charge tenants for the cost of repairing damage to a premises or undertaking services that the tenant is responsible for.

Repair charges for damage and repairs will be sought from tenants in the following circumstances:

- Intentional damage to the property including alterations to the property without CHS approval, and malicious damage to the premises
- Neglectful damage including broken windows, damage to fixtures or fittings, failure to keep property clean and pest control
- Compliance with third party instructions (for example the Police, Country Fire Authority or Council) where the premises are damaged or destroyed as a result of actions of the tenant
- Conclusion of the tenancy, including broken locks, keys not returned, end of tenancy cleaning, and any costs associated with the removal of tenant property including furniture or personal effects left behind.
- If the tenant has vacated the property, the tenant repair charge will be held against the Bond.

Where tenant responsibility for the damage is confirmed, CHS will send a Notice of Repair to the tenant. The notice will provide a detailed description of the damage that was caused by the tenant's failure to take reasonable care to avoid damaging the premises, and advise that CHS will repair the damage and expect the person to pay for the costs of repair.

Once the repairs have been completed, CHS will send a letter to the tenant, notifying them of:

- the completed repair works, with an itemised list of the repairs and costs
- the date the work was undertaken
- timelines for payment (14 days)
- the option of applying to the Victorian Civil & Administrative Tribunal (VCAT) for an order to recoup these costs if the tenant does not pay for repairs, and
- the tenant's ability to seek independent representation in resolving and negotiating the matter.

An Acceptance of Liability form will be included for the tenant's signature. If an agreement cannot be reached, or an agreement is broken, CHS will pursue the costs through the breach and compliance process under the RTA. This may include:

- issuing a breach of duty notice under s. 208: *Breach of Duty Notice* for:
 - s. 61: *Tenant must avoid damage to premises or common areas*
 - s. 63: *Tenant must keep rented premises clean*
 - s. 64: *Tenant must not install fixtures, etc. without consent*

Tenant Repair Charges may not apply to circumstances where tenants, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, CHS may serve an immediate notice to vacate and seek an Order for Possession under s243 of the Act.

Resolution and agreement

CHS will take action to resolve all tenant property damage charges by direct negotiation with the tenant as early as possible. Tenants may have independent representation or seek legal advice in resolving and negotiating the matter.

If the tenant accepts liability for the identified tenant damage, the tenant may either:

- pay the amount in full, or
- enter into a Maintenance repayment agreement to pay an agreed weekly amount

Dispute

If the tenant denies responsibility for all, or some, of the identified tenant property damage, they may request the charges to be reviewed by CHS. A review of the claim will be undertaken by the Housing Manager, and escalated as necessary.

If the tenant is found not to be responsible for the identified tenant property damage, the charges will be reversed and the tenant will be advised accordingly.

If the tenant continues to refuse to accept liability for the identified tenant property damage or refuse to accept responsibility, CHS will apply to VCAT to claim the disputed amount.

Where the damage claims exceed \$10,000, CHS may take action to claim the cost of repairs through the Magistrates' Court.

Vacated properties

If property damage is identified at a property inspection after a tenant has vacated, CHS will undertake repairs and make a tenant responsibility claim against the ex-tenant for the property damage.

Vacant unit maintenance works include:

- Mandatory maintenance works that are completed for every vacant unit
- Additional works that may be required due to fair wear and tear
- Additional minor works that may be required due to disrepair beyond fair wear and tear.

Orders are raised and detailed notes recorded on Chintaro. Costs are recorded under the Vacant Works Budget.

Related Procedures, Practice Guidelines and Forms

1.01 Responsive Maintenance and Modifications PR

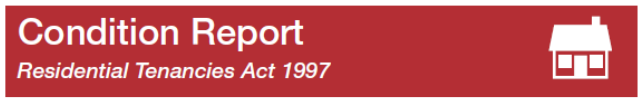
Tenancy Condition Report

Neighbourly Behaviour Statement

Document History

18.03.2019 Changed name to Inspections and Property Condition Assessment, inclusion of all inspections during tenancy period, including Repair Charge and Tenant Damage, to align with wording and requirements of Guidance Note: Publication of Online Policies

Appendix 1.02-1 Tenancy Condition Report



What the landlord/agent has to do

Before the tenant moves into the premises the landlord/agent must:

1. Complete the landlord/agent section of this form.
2. Sign and date the form. You may wish to photocopy the form for your records before giving to the tenant.
3. Give the form to the tenant to complete. Inform the tenant they have three business days to complete, sign and return the landlord's/agent's copy of this report.
4. At the end of the tenancy, complete the exit report on the back of the landlord's copy.

What the tenant has to do

1. You must complete and sign this form and any attachments and return it to the landlord or agent within **three business days** of moving into the premises. **If you fail to complete this report accurately you may have difficulty claiming your full bond back at the end of the tenancy.**
2. Inspect the premises and complete the tenant section of this form. Make a comment where you disagree with the landlord's/agent's description of an item.
3. Sign and date the form.
4. Tear off the top copy and return it to the landlord or agent.
5. Keep the tenant's copy as a record.

Important information for landlords and tenants

- This form is printed on carbonless paper and will produce copies for the landlord and tenant. To fill out the form, place on a hard surface and write firmly.
- If a bond is taken, you must complete a *Condition Report* at the start of each tenancy. If a bond is not taken it is strongly recommended you still complete a *Condition Report*.
- This report is an **important written record** of the condition of the premises. Both the landlord or agent and the tenant should keep signed copies for future reference. It may be used as evidence in any dispute about cleaning, damage, safety or missing items. It is vital that you complete the report comprehensively and note anything which seems unsafe or insecurely fixed. For examples of unsafe situations, see the section on *Condition Reports in Renting a home: a guide for tenants*.
- If you do not have enough space to list all items you want covered in this report, attach a separate sheet. All attachments should be signed and dated by both the landlord or agent and the tenant to show that both parties have read and agree to any future reference.
- If you need advice on your rights and responsibilities, then ring the Consumer Affairs Helpline on 1300 55 81 81 before completing and signing the *Condition Report*.
- *Condition Reports* are available free of charge from Consumer Affairs Victoria.

www.consumer.vic.gov.au



Please print neatly

Address of premises Postcode
 Name of landlord Name of agent (if applic)
 Name of tenant(s)

Room and Item	Landlord/agent section			Landlord/agent comments	Tenant comments
	Each item has been given a column description of 'clean', 'undamaged', 'working'. Tick each column that applies to the item and make any necessary comments.	Tenant section			
	Tick if applicable				
	Clean	Undamaged	Working		
Entrance Hall	Doors				
	Walls				
	Windows/screens				
	Blinds/curtains				
	Ceiling				
	Light fittings				
	Floor coverings				
Lounge room	Power points				
	Built in cupboard				
	Doors				
	Walls				
	Windows/screens				
	Blinds/curtains				
	Ceiling				
Kitchen/Meals	Light fittings				
	Floor coverings				
	TV/power points				
	Doors				
	Walls				
	Windows/screens				
	Blinds/curtains				
	Ceiling				
	Light fittings				
	Floor coverings				
	Power points				
	Cupboards/drawers				
	Bench tops				
Bedroom 1	Tiling				
	Sink/disposal unit/taps				
	Hot plates/stove top				
	Griller				
	Oven				
	Exhaust fan/rangehood				
	Dishwasher				
Doors					
Walls					
Wardrobe/drawers					
Windows/screens					
Blinds/curtains					
Ceiling					
Light fittings					
Floor coverings					
Power points					

Appendix 1.02-2 Neighbourly Behaviour Statement

Most public housing tenants are good neighbours, but the behaviour of some tenants can make life in public housing communities less enjoyable and unsafe for others.

In March 2014, the Victorian Government released its plan for social housing - New Directions for Social Housing: A Framework for a Strong and Sustainable Future.

As part of the framework, the Victorian Government announced that a neighbourly behaviour statement would be introduced for all public housing tenants.

This statement outlines the behaviour expected of public housing tenants. Tenants who do not meet their obligations and responsibilities risk losing their public housing tenancy.

New tenants must sign this statement prior to the Director of Housing entering into a tenancy agreement with them.

Neighbourly behaviour statement

Before you proceed, save this document into your hard drive or desktop.

Most public housing tenants are good neighbours, but the behaviour of some tenants can make life in public housing communities less enjoyable and unsafe for others.

This Neighbourly behaviour statement issued by the Department of Health and Human Services outlines the behaviour expected of public housing tenants. Tenants who do not meet their obligations and responsibilities risk losing their public housing tenancy.

New tenants must sign this statement prior to the Director of Housing entering into a tenancy agreement with them.

Being a good neighbour

Local communities work best when neighbours:

- respect others' rights and privacy
- take responsibility for their actions and those of their family and visitors
- respect communal areas and others' right to appropriately use these spaces
- act considerate and tolerant of others.

Un-neighbourly behaviour

Tenants who interfere with neighbours' rights are not good neighbours. Examples of un-neighbourly behaviour include:

- vandalism and destruction of others' property or common areas
- aggressive or violent behaviour
- illegal activity
- excessive noise or disruptive behaviour
- failing to keep the rented property in a reasonably clean condition including the outdoor areas.

Keeping a property reasonably clean could include such things as maintaining the garden, not undertaking repairs on automobiles, motorcycles and bicycles in front yards or on the street, properly disposing of rubbish, not storing excessive amounts of furniture, household goods or papers which could create a fire risk.


Your tenancy agreement with us

Your tenancy agreement sets out your rights and responsibilities. Information on your rights and responsibilities is also available on the department's [website](http://www.housing.vic.gov.au) - www.housing.vic.gov.au

Complying with your tenancy agreement

You are expected to:

- pay your rent and related charges on time
- always provide accurate information about who is living in your property



Consequences of breaching your tenancy agreement

The Department of Health and Human Services (the department) will issue a breach of duty notice if you, a household member or visitor to the house:

- not sub-let any part of your property
- keep your rented property reasonably clean both inside and outside
- avoid damaging your property or common areas
- not interfere with your neighbours' rights to peace, comfort and privacy.

Under the department's 'three strikes policy', if you breach the same duty provision three times within a 12-month period, or breach a compliance order, a decision may be taken to terminate your tenancy in accordance with the Residential Tenancies Act 1987.

The department will seek compensation for any damage to a rented property, and seek to end a tenancy where necessary to ensure the safety and wellbeing of others.

The department will take a zero tolerance approach to:

- malicious damage to a property
- endangerment of the safety of other occupants
- use of a property for illegal purposes or drug-related conduct.

If you engage in any of these activities, you will risk being evicted under the Residential Tenancies Act 1987.

*We acknowledge the behaviour expected of *me/us* while living in public housing:*

Full name of Tenant 1		
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>
Full name of Tenant 2		
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>
Full name of Tenant 3		
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>
Full name of Tenant 4		
Signature	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>

Information privacy

The Department of Health and Human Services is committed to protecting the privacy of your personal information. Personal information is information which directly or indirectly identifies a person. We need to collect and handle your personal information in order to be able to process your application. All the information you give us will be handled in accordance with the Privacy and Data Protection Act 2014 and the Health Records Act 2001.

If you are using other department programs we may share some of your information with them to help us coordinate better services for you. We will not use your information for any other purpose other than those listed on these forms, to provide services to you, or without your consent, unless the law requires us to do so.

You can access your information through the Freedom of Information Act 1992 or through the Privacy and Data Protection Act 2014. For information about Freedom of Information requests, call 1300 850 112 or apply online at www.foi.vic.gov.au. For further information about privacy, call 1300 854 716 or email: privacy@dhhs.vic.gov.au

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Available at < www.DHHS.VIC.GOV.AU

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Neighbourly behaviour statement

Neighbourly behaviour statement 3