

# Renter Repair Charge Policy

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# 1. Introduction

This policy applies to all renters managed by Building Communities (Vic) Ltd (BCVL) under all relevant programs.

# 2. Aim

This policy establishes the approach of BCVL to clearly define the renter's responsibilities and BCVL responsibilities in maintenance.

# 3. Principles

The Residential Tenancies Act (RTA) outlines the rights and duties of the renter and the rental provider, which forms the basis of the renter repair charge policy. A renter who becomes aware of damage to the rented premises must inform BCVL as soon as possible. BCVL will perform repairs to ensure that the premises are maintained in good repair.

## 3.1 Approach to repair charges

A renter must:

- Avoid damage to premises or common areas
- Ensure that care is taken to avoid damaging the rented premises
- Take reasonable care to avoid damaging the common areas

BCVL will seek to:

- Recover repair charges from renters in circumstances where repairs to the premises are necessary, as a result of deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission

And will *not* seek to:

- Recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a renter
- Recover repair charges for instances of family violence or third-party criminal damage
- Recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced

The policy may not apply to circumstances where renters, residents or visitors have caused intentional, extensive and malicious damage to the property. In these circumstances, BCVL may serve an immediate notice to vacate and seek an Order for Possession under s243 of the Act.

## 3.2 Renter responsibilities

Renters will:

- Abide by the terms and conditions of their Rental Agreement
- Take good care of the property and keep it reasonably clean
- Tell BCVL as soon as possible if the property has been damaged

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- Pay costs for damage that results from deliberate action, mistreatment or negligence of a renter, household member or visitor and to comply with orders to pay the cost of repairs or cleaning
- Report to the Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or family violence, and provide BCVL with an event number
- Rectify any alterations carried out by the renter before handing the keys back
- Restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear
- Return all keys to BCVL upon vacating

### **3.3 Rental provider responsibilities**

BCVL commits to fulfil its role as a rental provider under the RTA. BCVL will:

- Ensure the premise is in reasonably clean condition prior to a tenancy commencing, is maintained to a community standard, and never below a habitable standard
- Provide renters with a written statement setting out the rights and duties of BCVL and the renter under a rental agreement
- Inspect the premises every six months
- Undertake responsive and cyclical maintenance (and has a flexible program of upgrades that can take advantage of vacancies)
- Ensure all maintenance is undertaken by qualified tradespeople
- Ensure regular gas and electrical testing is done every two years by qualified tradespersons
- Ensure smoke alarm testing is done every 12 months by qualified tradespersons

### **3.4 Managing renter repair charges**

If BCVL considers that the renter has breached their responsibilities as outlined in the rental agreement or in this or any other applicable BCVL policy by damaging the premises, then BCVL may seek repair charges for the costs to repair the damage.

BCVL will undertake the following steps to seek to recover repair charges:

- Inspect the premises and complete a report
- Collect evidence of the damage sustained to the premises, and evidence of how the damage may have occurred, including photos
- Detail in a transparent and comprehensive manner the repair charges to recover the costs of the repairs and maintenance
- Provide the renter in a written notice of the renter repair and maintenance costs

### **3.5 Urgent repairs**

Urgent repairs are not subject to renter repair charges except where due to deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter's permission. BCVL will repair as a matter of urgency the following:

- A burst water service

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- A blocked or broken toilet system
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- A failure or breakdown of any essential service or appliance provided by BCVL for hot water, water, cooking, heating, or laundering
- Failure or breakdown of the gas, electricity, or water supply
- Any fault or damage in the premises that makes the premises unsafe or insecure
- An appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- A serious fault in a lift or staircase
- Serious pest infestations (during vacancy stage or where not deemed renters' property neglect)
- Mould or damp caused by the building structure

### 3.6 Repair charges

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

**Intentional damage to the property**

This includes:

- Alterations being made without approval
- Alterations carried out by or on behalf of the renter not conforming to BCVL requirements
- Fixtures or fittings installed do not meet the required standards of BCVL
- Floor coverings being removed without the consent of BCVL
- Malicious damage to the premises
- Punctured internal cabinets, doors and walls
- Sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

**Neglectful damage**

This includes:

- Broken and damaged clotheslines and hoists
- Broken windows
- Burns or other damage to carpets that cannot be considered fair wear and tear
- Damage caused by neglect
- Damage to toilets, basins, showers, and bathtubs

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- Damaged/missing doors and security screens
- Invalid/uneventful call outs
- Failure to keep the property in a reasonably clean condition
- Failure to take care to prevent damage to the property
- Pest infestation, during a tenancy due to unkept premises and/or keeping of pets

**Compliance with third party instructions:**

This includes:

- Instances where emergency services are required to gain access to the premises, the renter may be invoiced for the cost of any associated damage
- A direction from Victoria Police
- A direction from council by-laws (e.g. hoarding)
- A direction from the Metropolitan Fire Brigade or the Country Fire Authority
- The premises being damaged or destroyed by fire as a result of the actions of the renter, as confirmed by the Metropolitan Fire Brigade or the Country Fire Authority
- A compensation or compliance order from the Victorian Civil and Administrative Tribunal (VCAT)

**Conclusion of the tenancy**

This includes:

- Approved alterations being made during the tenancy and the premises not being restored to the condition existing at the start of the tenancy or as at completion of the most recent works undertaken by BCVL (fair wear and tear excepted)
- Broken locks or where keys have not been returned to BCVL at the end of a tenancy
- End of tenancy cleaning
- Any costs associated with the removal of renter property such as furniture, appliances, personal effects or vehicles left behind at the end of the tenancy

Prior to taking any action in relation to damage to the premises/tenancy breaches, BCVL will investigate and confirm the renter's responsibility for the damage, including discussing the matter with the renter. BCVL will undertake a human rights impact assessment before determining whether to issue a tenancy breach relevant to the level of damage at the property.

**3.7 Determining responsibility for damage to the premises**

To determine who is responsible for the cost of repairing damage to the premises BCVL will ensure the process is fair, timely and evidence based by:

- Inspecting the premises and documenting the damage where appropriate
- Taking into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
- Taking into account damage due to fair wear and tear, which BCVL are responsible to repair

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- Taking into account damage due to an emergency situation where there was good cause to believe that the renter's health and wellbeing was at risk
- Considering whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the renter is required to provide evidence
- Considering whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases, a Police report should be supplied by the renter
- Discussing the items of damage with the renter and recording information the renter or a third party gives BCVL about the possible cause of the damage
- Taking into account the type of damage and any information concerning liability the renter gives to BCVL when reporting the damage

In circumstances of criminal activity, the renter is requested to provide evidence within 2 days, proving the renter has reported the matter to the Police, such as a Police statement or Police Event Number.

Where BCVL determines that the damage is a result of intentional damage, mistreatment or neglect, the renter will be responsible for the cost of repair work.

BCVL will seek to recover the cost of repairing the damage from the renter or in certain circumstances, for example where the damage is a result of criminal activity.

### 3.8 Appealing decisions about renter repair costs

If a current or vacated renter disputes the amount of the renter repair charges or denies responsibility for the damage, BCVL advises them of their right and the process to lodge an appeal for a review of the decision.

BCVL will advise the renter that they can apply to VCAT to have the condition of the premises and any damage determined by the tribunal (where applicable) as per the RTA.

### 3.9 Repayment agreement

After responsibility has been resolved, BCVL and the renter will both sign a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments).

Renters may choose to have third party support in resolving and negotiating the matter. During the negotiation, staff will take into account fair wear and tear.

If the renter accepts liability for the identified damage, the claim should be considered a substantiated renter repair charge. The renter may either pay the amount in full or enter into a repayment agreement. The total repayment amount cannot exceed 5% of the household's total income unless approved by the Chief Executive Officer and agreed by the renter.

If the renter has vacated the property, the renter repair charge will be held against the bond and any additional amounts owing will be the responsibility of the vacating renter.

### 3.10 Breach or compliance process

If an agreement cannot be reached, or an agreement is broken, BCVL 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: Renter must avoid damage to premises or common areas
- s. 63: Renter must keep rented premises clean

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- s. 64: Renter must not install fixtures, etc. without consent

### 3.11 Communication

BCVL will provide clear information to renters on this policy and will inform renters when the policy is being used to recover costs.

## 4. Related legislation, frameworks, policies and procedures

### 4.1 Legislation

Housing Assistance Act 1996 (COM)
Housing Act 1983 (VIC)
Residential Tenancies Act. 1997 (VIC)
Residential Tenancies Amendment Regulations 2021 (Vic)
Planning and Environment Act 1987 (Vic)
Charter of Human Rights and Responsibilities Act 2006 (VIC)
National Disability Insurance Scheme

### 4.2 Codes, frameworks and agreements

The National Affordable Housing Agreement
OOH, Homelessness Assistance Program Guidelines and Conditions Funding 2006-2009 (VIC)
Consumer Charter for Community Managed Housing and Homelessness Services
Victorian Community Housing Regulatory Framework
National Community Housing Standards
Department of Human Services Standards
NDIS Practice Standards and Quality Indicators
NDIS Code of Conduct

### 4.3 BCVL related policies and processes

Housing and Homelessness Policies and Procedures
Customer Feedback and Appeals Policy and Procedures
Privacy Policies and Procedures

## 5. Monitoring and review

This document should be periodically reviewed and revised. Revisions should be made as and when required. The period between reviews must not exceed two years. The date for review of this document is on or before April 2025. Training will be provided to each staff member and the Board as a component of their induction.

### Review history

Date and version	Reason for review	Review frequency	Owner	Approver
Version 1.0, April 2023	New	Every two years	Company Secretary	Chief Executive Officer

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