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| Public Housing Allocations Operational Guidelines |
| Chapter 3: Signing of the Residential Rental Agreement  June 2023 |
| OFFICIAL |

# Revision history

| Version | Amended section | Effective | Details |
| --- | --- | --- | --- |
| 1.0 | First publication | 9 February 2015 |  |
| 2.0 | Revised document | August 2016 |  |
| 3.0 | Reviewed document | 1 January 2019 | Incorporation or Director’s Determinations, Alignment with Victorian Housing Register, Human Rights, recommendations of the Victorian Ombudsman’s into maintenance charges against tenants. |
| 4.0 |  | June 2023 | Updated to DFFH template with section numbers  Updates related to changes to the *Residential Tenancies Act 1997.*  Included the process required to complete sign ups via a phone interview and further information about Housing Vic Online Services (HVOS). |

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## More Information

To find out about housing options visit the [Housing website](http://www.housing.vic.gov.au) <http://www.housing.vic.gov.au> or contact your local [Housing Office](http://www.housing.vic.gov.au/contact-a-housing-office) <http://www.housing.vic.gov.au/contact-a-housing-office>.

To receive this publication in an accessible format contact [Homes Victoria](mailto:enquiries@homes.vic.gov.au) <enquiries@homes.vic.gov.au>.

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Available on the [Allocations manual page](https://providers.dhhs.vic.gov.au/allocations-manual) on Services Providers website <https://providers.dffh.vic.gov.au/allocations-manual>.

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# 3.0 Definitions

| Term | Definition |
| --- | --- |
| Applicant | A person who applies for a tenancy in social housing. |
| Agreement amounts | An agreed amount to cover the costs of unpaid debt to the department which may include rental arrears, tenant responsibility charges or bond. |
| Business Days | A day of the week between Monday to Friday during the hours of 9.00am to 4.00pm. After 5.00pm the next business day is counted. |
| CEO Homes Victoria | The Residential Rental Provider, formally known as the Director of Housing |
| Department | Department of Families, Fairness and Housing established under the *Public Administration Act 2004.* |
| Determinations | A determination made by Homes Victoria pursuant to s 142E of the Housing Act. |
| Eligibility Criteria | The criteria determined by Homes Victoria under section 142E(1)(a) of the Housing Act. |
| Housing Integrated Information Program (HiiP) | The system used to manage VHR applications and public housing tenancies |
| Homes Victoria | Homes Victoria as appointed under the Housing Act to manage public housing in Victoria. |
| Household | The collective term for all household members. |
| Household Member | A person who resides or intends to reside with the applicant in social housing. |
| Market Rent | The market rent is the rent value the property could attract in the private rental market and is determined annually by a qualified independent valuer |
| Participating Registered Agency | A registered agency that is declared by Homes Victoria under s 142F(2)(b) of the Housing Act to be a participating registered agency. |
| Participating Designated Service Providers | A [designated](http://www9.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/ha1983107/s4.html#designated_service_provider) [service provider](http://www9.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/ha1983107/s4.html#designated_service_provider) that is declared by the [Director](http://www9.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/ha1983107/s4.html#director) under section 142F(2)(a) of the Housing Act to be a [participating designated service provider](http://www9.austlii.edu.au/cgi-bin/viewdoc/au/legis/vic/consol_act/ha1983107/s4.html#participating_designated_service_provider). |
| Public Housing | Long-term rental accommodation managed by the department on behalf of Homes Victoria. |
| Priority Access Categories | A category determined by Homes Victoria under section 142E(1)(b) of the Housing Act and set out in the Determinations. |
| Registered Housing Agencies | Means a housing agency registered pursuant to the Housing Act. |
| Rental Rebate | The discount amount that Homes Victoria provides a renter to reduce the household’s weekly contribution towards their rent. The value of the rental rebate is the difference between 25 per cent of the total assessable income of all household members and the Market Rent of the property. |
| Renter(s) | An applicant or household member who has signed a residential rental agreement with Homes Victoria to enable them to let the property. |
| Residential Rental Agreement (Rental Agreement | The written agreement entered into by Homes Victoria and the renter(s) which permits the renter(s) to let the property as a residence. |
| Residential Rental Provider (rental provider) | The property owner (Homes Victoria) responsible for the rental agreement. Housing staff sign the rental agreement on behalf of Homes Victoria. |
| Residential Tenancies Act | *Residential Tenancies Act 1997 (Vic).* |
| Social Housing | Means both public housing and housing owned, controlled or managed by a Participating Registered Agency. |
| Social Landlord | A rental provider with a social responsibility. In the context of these guidelines, Homes Victoria acts as a social landlord when allocating properties. The department assists Homes Victoria in this role. Homes Victoria owns and manages public housing for people on low incomes who have difficulty affording and securing housing in the private market. |
| Special Accommodation Requirement (**SAR**) | A household includes a member who has a condition or limitation that impacts on their daily living which may need to be considered when allocating public housing. |
| Victorian Civil and Administrative Tribunal (VCAT) | VCAT resolves legal disputes and cases under the Residential Tenancies Act 1997, Including tenancy matters in public housing. |
| Victorian Housing Register (VHR) | The register of applicants established and administered under s 142A of the Housing Act. In more specific terms it is a system that unifies public housing and participating registered agencies into a common housing register. The register includes a common application form and the eligibility framework including the eligibility criteria for allocations to social housing. |
| Weekly Payment Amount | The amount that renters pay Homes Victoria towards their rent.  If a household is eligible for a rental rebate the weekly payment amount is assessed at 25% of the total weekly assessable income of all household members. If the household is not eligible for a rental rebate the weekly payment amount will be the market rent and also any applicable service charges. |

# 3.1 Introduction

Department of Health

A residential rental agreement (rental agreement) is a document that lists the rights and responsibilities of the renter(s) and Homes Victoria as residential rental provider (rental provider) in accordance with the *Residential Tenancies Act 1997.* Homes Victoria must use the rental agreement prescribed by the *Residential Tenancies Regulations 2021*.

The rental agreement between a renter(s) and Homes Victoria is legally binding on both parties.

Rental agreements are entered into by Homes Victoria and housing staff acting as delegates in the following circumstances:

* when eligible households accept an offer of public housing from Homes Victoria
* when there is a transfer of the tenancy between household members, or

For further information about the rental agreement, staff can refer to the[Rental agreement - guide](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx) on the Public Housing Resources SharePoint <https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx>.

# 3.2 New information is provided at sign up

, An applicant may provide new information at the sign up interview regarding their circumstances that can affect:

* their eligibility for public housing or a priority access category, or
* the suitability of the property to be offered.

In either of the above circumstances staff will consider this new information along with the information already provided by the applicant. If the additional information changes the eligibility of the applicant or their suitability for the property staff will discuss with a VPS5 manager or above to determine what action to take with the sign up.

For example, during the sign up interview the applicant discloses that there will be additional household members who need to be housed with them as part of family reunification. In such a case a decision will need to be made by aVPS5 manager or above to determine whether the current circumstances will lead to a change in the property type offered.

In some circumstances the offer may be cancelled due to the additional information received at sign up. The applicant will then be offered an appropriate property once available.

# 3.3 Documents at sign up

When applicants enter into the rental agreement with Homes Victoria they must be provided with a [Renters guide](https://www.consumer.vic.gov.au/housing/renting/starting-and-changing-rental-agreements/resources-and-guides-for-renters/renters-guide) <https://www.consumer.vic.gov.au/housing/renting/starting-and-changing-rental-agreements/resources-and-guides-for-renters/renters-guide> prepared by Consumer Affairs Victoria. This is a legal requirement under the Residential Tenancy Act and financial penalties will apply if it is not given to applicants becoming renters.

Applicants must also be provided with a signed rental agreement, Tenancy Condition Report (TCR) and any other relevant information for their tenancy, for example, direct debit and rental rebate information.

Local offices may also choose to provide other information to households in relation to local support services and other resources they feel are relevant to the particular household.

## 3.3.1 Conditions of sign up

Before undertaking a sign up interview, staff must confirm that the applicant and other household members meet the eligibility criteria. This is to ensure that the offer is reasonable and matches the household's needs.

Where applicants and other household members no longer meet the eligibility criteria, refer to the Public housing allocation guidelines [Offers of housing](https://providers.dffh.vic.gov.au/public-housing-allocations-operational-guidelines) <https://providers.dffh.vic.gov.au/public-housing-allocations-operational-guidelines>.

**Note:** all household members signing the rental agreement must attend the sign up interview.

## 3.3.2 Support providers

Applicants from the Homeless with Support category or any other VHR category where support is received are expected to have their support provider attend the sign up interview.

This will assist the applicant to successfully establish the tenancy and allow staff to discuss with the service if their support will continue after sign up. If the service is closing after the tenancy commences, a referral to Tenancy Plus (or another local tenancy support program) can be considered.

For the Homeless with Support category, the designated support provider will assist with any referral processes and continue to be a point of contact for the department until new support arrangements are in place.

After the sign up staff must update the Support tab in HiiP to reflect the current support arrangements. Further information is available in [Section 3.10.3](#_3.10.3_Using_the) Using the Support/contact tab in HiiP.

## 3.3.3 Proof of Identity Documents

All applicants and household members signing the rental agreement are required to prove their identity.

Identity must be established through the provision of original documents or certified copies in accordance with the Proof of identity document requirements factsheet. This is listed on the department’s website on the social housing page, “[Proof of identity](http://www.housing.vic.gov.au/proof-identity)” <http://www.housing.vic.gov.au/proof-identity>. This sets out the type of identity documents the department will require.

If applicants or household members wishing to sign a rental agreement decline to provide proof of identity documents the sign up will not proceed and the offer will be recorded as refused.

Refer to section [3.4.2](#_3.4.2_Signing_the) for identification requirements when sign ups are completed via phone interviews.

## 3.3.4 Neighbourly Behaviour Statement

A [Neighbourly behaviour statement](http://housing.vic.gov.au/your-rights-and-responsibilities#neighbourly-behaviour-statement) <<http://housing.vic.gov.au/your-rights-and-responsibilities#neighbourly-behaviour-statement>> is discussed at sign up. The statement is signed by applicants and household members when they sign the rental agreement.

## 3.3.5 Centrelink Rent Deduction Service (RDS)

Applicants and household members signing a rental agreement who are in receipt of a Centrelink benefit or pension are required to sign a Centrelink RDS form to pay their weekly payable amount.

Existing public housing renters transferring to another public housing property are not required to use the Centrelink RDS form unless they have a poor payment history. Transferring renters with a poor payment history are identified as those who have had an order of possession for rental arrears granted at VCAT within the last two years of their existing tenancy.

Renters can withdraw from the service at any time after the tenancy commences. It is recommended staff contact renters who withdraw their consent via Centrelink to either resume RDS or discuss payment options to avoid the tenancy falling into rental arrears.

Refer to section [3.4.2](#_3.4.2_Signing_the) for RDS requirements when sign ups are completed via phone interviews.

## 3.3.6 Release of occupier information to water authorities

Applicants and household members who sign the rental agreement where there is a separate water meter (meaning the renter must pay for their water consumption) must be given a *Release of information to water authorities form* in the Sign up kit.

In accordance with s273A(1)(c) of the *Water Act 1989* Homes Victoria must provide occupier details of separately metered properties to the relevant water authority at the commencement of a tenancy. If this does not occur Homes Victoria will be liable for the water usage and sewage disposal charges during the tenancy.

Applicants and household members must also be informed that Homes Victoria will provide the relevant water authority with their name and forwarding address after the tenancy ends to finalise the water service charges.

PREMIS in Accounting Services, Finance Branch notify all water utility companies of new departmental tenancies and when tenancies end when there are separately-metered water services.

## 3.3.7 Non-standard items

The department usually arranges for the removal of non-standard fixtures, fittings and amenities installed by previous renters, prior to the commencement of a new tenancy.

## 3.3.8 Declaration about the ownership of property

Applicants and household members signing the rental agreement must reconfirm that they satisfy the eligibility criteria as outlined in the Director’s Determinations concerning property ownership by signing the *Ownership of Property form*.

## 3.3.9 HousingVic online services (HVOS)

The sign up provides an opportunity for staff to discuss HVOS with applicants and to demonstrate how to register through their MyGov account. Applicants becoming renters can agree to receive letters, notices and other documents through HVOS.

Also, instead of travelling to an Australia Post Office to make the initial rental payment, applicants can use HVOS.

Further information about registering for HVOS is provided at [Online services](https://www.housing.vic.gov.au/online-services) < https://www.housing.vic.gov.au/online-services>.

## 3.3.10 Owners corporation rules

When owners corporation rules apply to a property, the rules must be provided with the rental agreement.

## 3.3.11 Receiving documents from households using email

As part of the rental agreement the department agrees to accept notices and documents by electronic methods including email from the applicant.

## 3.3.12 Confirming consent for Centrelink to release information to Homes Victoria

When an applicant and their household are offered a property and sign a rental agreement a new service commences with the department. This means the use of Centrelink’s Confirmation eServices must be reconfirmed with the applicant and any relevant household members during the sign up process.

If the applicant or other household members had not previously agreed to Centrelink Confirmation eServices they must provide their consent in writing, or verbally before the department can access their information.

If obtaining verbal consent, staff must use the exact wording of the script (given below).

“I <Customer name> authorise:

1. *The Department of Families, Fairness and Housing (DFFH) to use Centrelink Confirmation eServices to perform a Centrelink enquiry of my customer details and concession card status in order to enable the business to determine if I qualify for a concession, rebate or service.*
2. *Services Australia (the agency) to provide the results of that enquiry to DFFH.*

I understand:

1. *The agency will disclose personal information to DFFH including my <name/address/concession card status/payment type/payment status/one off payment/income/assets/deductions/shared care arrangements/partner status/Youth Allowance Independent Rate> (add and delete characteristics included in your characteristic profile) to confirm my eligibility for <relevant concession/rebate/service>.*
2. *This consent, once signed, remains valid while I am a customer of DFFH unless I withdraw it by contacting DFFH or the agency.*
3. *I can get proof of my circumstances/details from the agency and provide it to DFFH so that my eligibility for <relevant concession/rebate/service> can be determined.*
4. *if I withdraw my consent or do not alternatively provide proof of my circumstances/details, I may not be eligible for the <concession/rebate/service> provided by DFFH.”*

Once this verbal consent is provided, staff must record the consent at the same time it is received by creating a file note in HiiP, including the words used to get consent and note the following:

1. the date, time, and location the consent was received
2. the method of consent e.g., phone, in person
3. the name of the staff member receiving consent
4. the method used to confirm the identity of the client.

# 3.4 Commencing a tenancy

## 3.4.1 Signing the rental agreement

The rental agreement must be signed by the primary applicant.

Other household members may sign the rental agreement where they:

* are aged 18 years and are in receipt of an independent income, and
* satisfy the eligibility criteria for the category for which the application has been approved.

All household members who have signed the rental agreement are equally responsible for notifying the department of future changes to the household’s composition.

If the applicant refuses to sign the rental agreement the offer of housing will not proceed, and the offer will be recorded as refused. Household members who do not sign the rental agreement are listed on the tenancy record as either residents or dependents.

## 3.4.2 Location of the sign up interview

The preferred approach is to have the sign up interview at the local office managing the property so staff can begin the process of fostering a good working relationship with the applicant and their household.

In some circumstances, an applicant and their household may not be able to attend the local office for their sign up interview. In these instances a VPS5 manager or above can approve for sign ups to occur in other locations:

* on site at the property (after vacated maintenance and tenancy condition report have been completed)
* at the office of the designated support provider
* at another housing office that is closer or more accessible for the applicant and their household.

**Note**: When arranging the applicant and their household to complete the sign up interview at another local office staff must arrange in advance and ensure the office completing the sign up has all the required information to complete and sign the rental agreement.

## 3.4.2 Signing the rental agreement via phone interviews

When it is agreed by a VPS5 manager or above to complete a remote sign up via a phone interview, to ensure the full execution of the rental agreement and the other sign up documents, staff must comply with the requirements of s. 9 of the *Electronic Transactions (Victoria) Act 2000*.

An example of where this may occur could be where applicants have long distances to travel to rural housing offices and are unable to move into the property for several days after the sign up.

Steps to comply with the Electronic Transactions Act will include:

1. The methods used to identify the applicant and household members who are electronically signing the rental agreement (and other forms) are reliable.

This can be satisfied by:

* ensuring the email addresses and phone numbers of parties signing the rental agreement are up to date
* confirming the identity of all household members by asking relevant questions about personal information in HiiP and by receiving copies of identification via email (refer to [section 3.3.3](#_3.3.3_Proof_of) Proof of Identity documents).
* when verifying identity staff can confirm any three of the following:
  + service ID number
  + full name
  + date of birth
  + telephone number
  + names and dates of birth of family members (for example children or their spouse).
* A file note must be entered to describe the process used to identify the applicant and other household members signing the rental agreement.

1. For the applicant and other household members to indicate they agree to electronically sign and execute the rental agreement and other documents.

This can be satisfied by:

* the parties acknowledging they agree to sign the documents remotely and consent to the use of an electronic signature by replying to the department’s email with the following statement – I/We, <insert full name/s>, agree to these documents being signed and executed electronically in accordance with the *Electronic Transactions (Victoria) Act 2000*
* Parties can sign documents by typing in their name or using the sign function option in the documents
* The signed documents can be returned using email.

Staff can refer to the practice resource [Sign ups by phone interview](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx) on the Public Housing Resources SharePoint <https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx>for information about how to manage the remote processes in HiiP.

## 3.4.3 Signing the rental agreement where the person has limited capacity

In some instances, the applicant will not be able to sign the rental agreement. This may occur in situations where the applicant or household members are not capable of executing the rental agreement due to a mental or physical incapacity.

To complete the sign up, a legally appointed representative who can sign the rental agreement on behalf of the applicant is present during the sign up interview. Further information on arrangements where the rental agreement can be signed on behalf of the applicant is available in [section 3.4.4](#_3.4.4_Signing_a).

## 3.4.4 Signing a rental agreement on behalf of the applicant or household member

Formal arrangements exist where a person may need support and assistance in decision making. A formal arrangement may include a legally appointed representative such as an:

* Administrator
* Guardian, or
* Attorney appointed under a power of attorney.

An appointed administrator, guardian or attorney’s power to execute a rental agreement on behalf of the applicant or household member is limited by the powers described in the order of administration or given in the attorney itself.

The following documents verify the appointment of a representative and their applicable decision-making powers:

* Power of attorney
* Certificate pursuant to s. 19 of the *State Trustees Act 1994*
* Guardianship and Administration Order.

Where the appointed representative is an individual, photo identification is also required to verify their identity.

In cases where State Trustees has been legally appointed to administer the financial affairs of a person, they may be the most appropriate representative to sign the rental agreement. State Trustees will undertake to pay rent as part of their responsibilities on behalf of their client. This ensures the rental agreement can begin and the person can access their accommodation.

For further information staff are referred to [Public Housing Allocation Guidelines - Offers of Housing](https://providers.dffh.vic.gov.au/public-housing-allocations-operational-guidelines) <https://providers.dffh.vic.gov.au/public-housing-allocations-operational-guidelines>.

# 3.5 Special circumstances

## 3.5.1 Applicants 15-18 years of age

Applicants aged 15-18 years must have a support service at offer and sign up stage. Staff at VPS4 manager or above are to be involved in developing the support plan to establish the tenancy after sign up.

All renters aged 15-18 years are eligible for the "Tenants under 18 rental subsidy". This means they are charged a flat rate of $15 per week per person. This is to recognise the support needs of those aged 15-18 years and to assist in sustaining their tenancy. For more information on how this subsidy is applied refer to the [Rent setting and rebates operational guideline](https://providers.dffh.vic.gov.au/rent-setting-and-rebate-operational-guidelines) <https://providers.dffh.vic.gov.au/rent-setting-and-rebate-operational-guidelines>.

Applicants and household members aged 15-18 years may sign a rental agreement if they are in receipt of an independent income and there are no eligible household members aged 18 and over.

## 3.5.2 Applicants aged under 15

The *Housing Act 1983* does not permit the leasing of any public housing by Homes Victoria to persons less than 15 years of age.

## 3.5.3 Permanent live-in carers

If a permanent live-in carer meets the eligibility criteria, subject to the renter’s consent they may sign the rental agreement becoming a joint renter with full tenancy rights.

Permanent live-in carers who do not satisfy the eligibility criteria become a household member only and do not have tenancy rights.

## 3.5.4 Rostered attendant carers

Rostered attendant carers are not required to sign the rental agreement and do not have tenancy rights.

# 3.6 Transferring properties

Households who are moving to another public housing property are required to sign a new rental agreement for the property they are moving to. The conditions of rental agreement from a previous tenancy no longer apply to the new rental agreement and debt cannot be transferred to a new rental agreement.

# 3.7 Mutual swaps (currently suspended)

Mutual swaps continue to be suspended while the ongoing feasibility of the program is reviewed.

# 3.8 Tenancy start date

A tenancy commences on the Sunday after:

* the rental agreement is signed, and
* the keys are available.

The tenancy commencement date cannot be postponed beyond the coming Sunday.

**Note:** The Residential Tenancies Act requires a set of keys (including security devices to access buildings) to be given to all household members signing the rental agreement.

The rental agreement continues until terminated in accordance with the Residential Tenancies Act.

# 3.9 Rent

## 3.9.1 Market Rent

The market rent is the rent value the property could attract in the private rental market and is determined annually by a qualified independent valuer The market rent is the rental amount recorded on the rental agreement and is the maximum amount of rent a household can pay for a property after the sign up.

## 3.9.2 Weekly Payment Amount

The amount that renters pay Homes Victoria towards the market rent is known as the weekly payment amount. This is determined in accordance with the [Rent setting and rebate operational guidelines](https://providers.dffh.vic.gov.au/rent-setting-and-rebate-operational-guidelines) <https://providers.dffh.vic.gov.au/rent-setting-and-rebate-operational-guidelines>.

The weekly payment amount paid by the renter is determined after assessing a household's eligibility for the rental rebate. An application for the rental rebate is completed and assessed according to a household's income.

All households can apply for the rental rebate at sign up to have their weekly payment amount calculated. An eligible Rental Rebate assessment will usually mean the weekly payment amount will be less than the market rent.

Other charges may be added to the weekly payment amount such as a service charge and/or parking bay charge. This will depend on the property type and typically applies to high-rise accommodation.

## 3.9.3 Rent charges

Rental charges commence from the Sunday following the day the rental agreement was signed.

## 3.9.4 Rent in advance

On the day the rental agreement is signed, applicants are required to pay in advance at least one week of the weekly payment amount. This payment is to be confirmed before renters receive keys to the property.

**Note:** Refer to section [3.4.2 *Sign ups via phone interviews*](#_3.4.2_Signing_the)and thepractice resource [Sign ups by phone interview](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx) on the Public Housing Resources SharePoint for information about the initial payment when sign ups are completed remotely.

The initial payment can be made by:

* Centrelink RDS when it is determined the first deduction will cover the rent in advance
* using the HVOS online payment option – information about how to make the initial payment via HVOS is available at the [Sign up kit page](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx) on the Public Housing Resources SharePoint < https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Sign-up-kit.aspx>
* taking a HiiP generated payment voucher to an Australia Post Office.

Applicants can agree for household members not signing the rental agreement (18 years and over) to contribute to rental payments via HVOS, Centrelink RDS or bank direct debit. Information about this is available at the [[Paying rent](https://www.housing.vic.gov.au/paying-rent)](Paying%20rent%20|%20Housing.vic.gov.au) page< https://www.housing.vic.gov.au/paying-rent>.

## 3.9.5 Service charges

Renters living in housing, for example, high- rise accommodation, are charged a weekly service charge and may include the provision of the:

* water
* heating
* communal laundry facilities.

These charges are calculated by the department and based on the costs associated with providing the services.

The service charge, if applicable, is printed on the rental agreement, but may be reviewed throughout the life of the tenancy.

## 3.9.6 Water consumption charges

Since 1 January 1998, the department has applied a water charge to recover water consumption and sewerage disposal costs from tenants residing in bulk-metered premises. The weekly service charge is passed onto renters at varying rates depending on the bedroom size of the property.

A renter’s obligations regarding the payment of water bills are detailed in the service charge details page of the rental agreement, as required by the provisions of s. 57 of the Residential Tenancies Act. Further information is available here on the Utilities page of the Housing.vic website < https://www.housing.vic.gov.au/utilities#water >.

Homes Victoria will notify the relevant water authority of all new tenancies with separately metered water services and when a tenancy ends.

## 3.9.7 Car parking bay charges

Some public housing estates have car-parking facilities available to renters and household members with motor vehicles.

The number of bays that can be provided per household is dependent on availability. If available, a car-parking bay is allocated after the rental agreement is signed, as outlined in the [Car Parking in Public Housing Operational Guidelines](https://providers.dffh.vic.gov.au/tenancy-management-manual-car-parking-public-housing-operational-guidelines-word) <https://providers.dffh.vic.gov.au/tenancy-management-manual-car-parking-public-housing-operational-guidelines-word>.

There is a charge for parking bays. This charge may vary by locality and the type of bay.

# 3.10 Release of information forms

## 3.10.1 Support workers

If the applicant or another household member has a support worker, they are requested to complete a Form of authority: Release of information to an external agency. Staff are to request that this form is signed by the applicant or other household members (if relevant). A supported applicant or household member can also elect to receive correspondence relating to the tenancy on behalf of their client.

## 3.10.2 Emergency contacts

Applicants should provide details of their legal representative or next-of-kin in an [Emergency contact form](http://www.housing.vic.gov.au/apply-for), so the department may contact them in the event of an emergency. Staff are to provide this form to the applicant or other household members.

## 3.10.3 Using the Support/contacts tab in HiiP

When applicants or household members sign the Release of information form staff must use the Support/contacts tab in HiiP to record the details of the support provider, or family and friends. If an applicant has an appointed administrator, public advocate or power of attorney this information must also be entered into the Support/contacts tab.

A VPS4 manager or above can also create a ‘client alert’ in HiiP to note the applicant has an appointed representative. The ‘client alert’ will prompt staff to ensure relevant information is provided to the appointed representative.

Staff can only communicate with the appointed representative in relation to items specific to their appointed decision-making powers.

When creating a record in the Support/contacts tab staff are encouraged to refer to the resource [EPRIN - How to create and update in HiiP](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/HiiP%20resources.aspx) on the Public Housing Resources SharePoint < https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/HiiP%20resources.aspx>.

**Note:** if a support provider is closing their service after the sign up the Support/contacts tab must be updated to reflect this.

# 3.11 Pets

It is reasonable for renters to have pets in their property.

If applicants or household members own a pet, after signing the rental agreement they are required to lodge a *Pet Request form*.

Homes Victoria cannot unreasonably refuse consent for a renter to keep a pet. If Homes Victoria does not consent to a pet or seeks to exclude a pet from a rented premises, the department must apply to VCAT for an order to support refusal of the pet request.

For information about the pet request and approval process, staff can refer to the [Pets in public housing operational guidelines](https://providers.dffh.vic.gov.au/pets-public-housing-operational-guidelines) < https://providers.dffh.vic.gov.au/pets-public-housing-operational-guidelines>.

If approval to have a pet is given by the department, it is the responsibility of applicants becoming renters to ensure they comply with any requirements of the *Domestic Animals Act 1994* and local council requirements.

Staff are to make applicants aware that under the provisions Residential Tenancies Act they have a duty to not cause interferences or engage in dangerous behaviour and if owning a pet results in a breach of this duty, it may lead to a warning or the department commencing legal action.

# 3.12 Tenancy condition reports (TCR)

The department inspects properties at the commencement and termination of all rental agreements. The records of these inspections are called TCRs and are required by s. 35 of the Residential Tenancies Act.

The TCR is a record of the physical state of the property that includes the condition of surfaces, fixtures and fittings as well as when the last gas and electrical safety checks were completed. When signed by staff (as delegates of Homes Victoria) and the applicant, the TCR provides an agreed statement of the condition of the property between both parties. For further information about completing TCRs using HiiP and HiiPConnect staff can refer to the [Tenancy Condition Report Guidelines October 2021](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Operational-Guidelines(1).aspx) on the Public Housing Resources SharePoint < https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/Operational-Guidelines(1).aspx>and [HiiPConnect guides](https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/HiiPConnect.aspx) < https://dhhsvicgovau.sharepoint.com/sites/Publichousingresources/SitePages/HiiPConnect.aspx>.

The information recorded on the TCR is used to:

* keep an accurate record of the condition of a property
* plan for future programmed maintenance works, and
* resolve issues about the condition of a property at the end of a rental agreement.

If at the end of a tenancy disputes about the condition of the property cannot be resolved, the TCR can be used by either party as evidence at the Victorian Civil and Administrative tribunal concerning any Maintenance Claims Against the Tenant (MCAT), as referred to in the [Tenant Property Damage Operational Guidelines](%3chttps:/providers.dffh.vic.gov.au/maintenance-manual-tenant-property-damage-operational-guidelines)<https://providers.dffh.vic.gov.au/maintenance-manual-tenant-property-damage-operational-guidelines>.

# 3.13 Reimbursement of NBN and phone line connection charges

Homes Victoria is required to pay all costs and charges for the initial installation of fixed internet and phone line connections to the rented premises, including the National Broadband Network (NBN). This is known as the line connection fee and is typically charged after renters move into a newly constructed property.

Renters are still responsible to pay any general connection fees that may be required when an account is established with a new service provider.

To arrange for the reimbursement of any line connection fees (after renters make payment) staff complete a general claim form.

# 3.14 Special circumstances for terminating a rental agreement and reinstating an application

In some circumstances an applicant or household can request to terminate their rental agreement and have their housing application reinstated on the Victorian Housing Register. A VPS5 manager or above may consent to the termination of a rental agreement and reinstating an application to the VHR within five business days if the following conditions are met:

* the renter requests the termination of the rental agreement; and
* the renter demonstrates, with relevant documentation, why the rental agreement should be terminated
* documentation may include, detailed medical reports, letters from a social worker or letters from support workers.

In cases where the termination is approved by a VPS5 manager or above, the offer leading to the rental agreement is not counted as one of the applicant’s two reasonable offers if approved for Priority Access. The renter will need to complete another application for the VHR to retain the original effective date on the application.

Circumstances which could lead to a renter requesting a termination may include:

* an internal inspection of the property was not conducted for medical reasons, for example, the applicant was in hospital,
* the applicant was not provided with the opportunity to view the property, for example, the keys were not available
* the property is not appropriate for reasons not disclosed to the renter before signing the rental agreement, and that with prior knowledge would have affected their decision to accept the property. For example, the renter wasn’t advised the property is part of an owners’ corporation that does not allow pets.
* if documentation is not provided or the request is not approved, the applicant will need to reapply for the register, and will not retain their original effective date.

# 3.15 Initial home visits

During the sign up interview, staff can schedule the initial home visit with the applicant to be completed within 10 weeks from the tenancy commencement date.

The initial home visit is important to:

* assist the household transition to a new property
* identify support needs
* discuss outstanding property maintenance, and
* address any other potential areas of concern.

For further information about initial home visits, staff can refer to [Home visits and inspections in public housing operational guidelines](https://providers.dffh.vic.gov.au/home-visits-and-inspections-public-housing-operational-guidelines) <https://providers.dffh.vic.gov.au/home-visits-and-inspections-public-housing-operational-guidelines>.