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| Movable units operational guidelines |
| Version 3.0 |
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| Version | Amended section | Effective | Details |
| 1.0 |  | 18 May 2015 | Date of issue |
| 2.0 | Tier one eligibility | July 2017 | Applicant eligibility changed from public housing income limit to Register of Interest and Transfer income and asset limits.Special housing requirements changed to Special accommodation requirements. |
| 3.0 | Breaches of the hiring agreement | July 2021 | Residential Tenancies Act section s260 replaced with s91ZZC |

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# When do these operational guidelines apply?

These operational guidelines outline the requirements and considerations for staff managing the applications, allocations, and ongoing management of movable units.

# Human rights considerations

In deciding what action to take, staff will consider the potential impact of proposed action taken through these operational guidelines on the person’s (and their household’s) rights under the *Charter of Human Rights and Responsibilities* (2006).

Any person taking action in line with these operational guidelines must:

* understand the objective and rationale of the actions they are taking under these operational guidelines
* consider the impact of proposed action on the person’s Charter rights
* consider whether the proposed impact is balanced and proportionate and necessary to achieve that objective, and
* choose the least restrictive measures available.

# Overview

A movable unit is a dependent person’s unit situated on a property where a person in the main (or co-located) dwelling provides assistance or support to the person living in the movable unit.

A movable unit must be located on site containing a Class 1A building as defined in the Building Code of Australia (2010): “a single dwelling being a detached house or one or more attached dwelling”.

Movable units are free-standing and cannot be attached or joined to the existing main dwelling.

Movable units can be located on sites of privately-owned or rented dwellings, community housing and on sites owned by the Director of Housing.

Movable units must be hired for a minimum of 12 months and is governed by a Construction and Hiring Agreement under s. 18: *Provision of movable units* of the *Housing Act* (1983).

The assessment and approval process for movable unit applications is a two-tier process.

# Tier one

Tier one examines the eligibility of the individual who will be living in the movable unit (applicant). Tier one also includes information about the owner or tenant of the main or co-located dwelling (property host) and confirms receipt of the required property information.

A two-bedroom movable unit may be approved where extra room is required for medical support purposes or in exceptional circumstances such as a single parent who has access arrangements in place for their children.

Whilst not intended for family housing, under certain circumstances, such as when a demonstrated need is identified which can be met by construction of a movable unit, staff will seek line management consideration and guidance. Line management may take these contributing factors into account prior to determining Tier one eligibility.

# Tier two

Tier two assesses whether the proposed site meets the requirements to support the installation of the movable unit. This function is performed by Movable Units program, Property and Asset Services.

When a movable unit is no longer required by the occupant, it is removed from the site.

These operational guidelines, as well as other relevant operational guidelines and departmental policies, seek to assist staff to comply with the *Residential Tenancies Act 1997*. The objectives of these operational guidelines are to:

1. provide an alternative and affordable housing option for clients in need, and
2. provide greater access to transitional housing for clients requiring support.

Staff will record all actions undertaken in relation to movable units in the centralised housing system, Housing integrated information Program (HiiP).

# Movable unit process flowchart

 

# Tier one – property host suitability and applicant eligibility

## Property host

The property host will include the following documentation with their completed application as required:

* consent letter from the owner of the property (if not the property host)
* certificate of property title of property with details of any covenants or caveats (for privately owned properties)
* occupancy certificate (for new or recently purchased properties)
* property sewerage plan (with plan number) or for septic properties an approval to connect to existing septic letter from the local Council/Shire, and
* 100 points of identification.

The property host must be able to provide support to the applicant. As part of the building classification, the property host is expected to provide a level of support to the applicant. This may be in addition to other external supports accessed by the applicant.

Eligibility of the applicant and the property host cannot be confirmed until all required documents are received.

Staff will seek line management advice and guidance in the event complex requirements are identified during the Tier one assessment. Under certain circumstances, such as when a demonstrated need is identified and can be met appropriately by installation of a movable unit, line management may take these contributing factors into account prior to determining Tier one eligibility.

Where exceptional circumstances for Tier one eligibility exist, staff will seek advice from line management.

Staff undertaking the Tier one assessment are to collect and sight the required property information from the property host. Suitability of the property and review of the associated documentation is undertaken as part of the Tier two assessment as detailed in these operational guidelines.

In the event that not all of the required documentation is received, staff will notify the property host or applicant within five days of receipt of the documentation that:

* additional documentation is required and the specifics of that documentation, and
* the application will be closed in the event the additional documentation is not received within 28 days.

Staff will notify the property host and applicant in writing within 28 days of receipt of the application and all documentation of the outcome of the Tier one application assessment.

The applicant must be deemed eligible and all required documentation provided in relation to the property for the movable unit application to be approved to move to Tier two assessment.

If Tier one requirements are deemed to be met, staff will include in the notification:

* that the application is deemed eligible pending site assessment
* the next steps of the movable unit application and allocation process
* that a contractor will arrange a time for the site assessment, and
* any modifications that have been approved.

Staff will then refer the application and relevant files to Property and Asset Services for Tier two assessment.

If Tier one requirements are not deemed to be met, staff will include in the notification:

* the rationale for the decision
* alternative housing options that may be suitable for the applicant, and
* information on the appeals process.

Staff will then close the application.

## Applicant

The applicant must meet the eligibility criteria for the Victorian Housing Register (the register) – Register of Interest and Transfer income and asset limits.

The applicant must also meet one or more of the criteria below:

* in receipt of ongoing support from the department or a registered community service organisation, or
* in receipt of a Disability Support Pension, or
* be over 55 years of age.

The applicant must include the following documentation with their completed *application for a movable unit* as required:

* confirmation of assets and income (if applicant does not consent to Centrelink Income Confirmation Scheme)
* *Application for special accommodation requirements* (should modifications of the unit be required), and
* 100 points of identification.

## Modification requirements

Movable units may be modified in order to meet an applicant’s support needs including providing ramp access.

Movable units can support non-structural modifications only. These include:

* ramps for wheelchair access
* stepless shower
* weighted curtains
* lever taps
* handrails in the bathroom/shower
* vinyl throughout the movable unit.

Applicants will submit an *application for special accommodation requirements* in the event modifications are required to meet their individual medical needs, including relevant supporting documentation from a treating health practitioner such as an occupational therapist or doctor.

The *application for special accommodation requirements* will be assessed in accordance with the Matching Clients with Housing and Special Accommodation Requirements operational guidelines*.*

## Outstanding charges

If it is identified during the Tier one eligibility process that the applicant has outstanding charges with the department, staff will notify the individual with outstanding charges and organise repayment.

Outstanding charges include:

* Rental arrears (including service charges)
* Water consumption charges
* Maintenance arrears
* Bond Loan Scheme unless:
	1. it can be demonstrated that the bond has been illegally withheld by the landlord, or
	2. they are living in the property where the bond was provided and need to move out before it can be repaid.

Outstanding charges of up to $200 must be paid in full prior to allocation of a movable unit.

Outstanding charges over $200 require a pre-allocation repayment agreement:

* a minimum lump sum payment of $200, and
* regular payments at an agreed minimum amount for a minimum of three months prior to the allocation of a unit.

Where the applicant has been making regular payments prior to applying for a movable unit, the time they have been paying is counted in the three-month period.

The repayment agreement must be honoured until all outstanding charges are paid.

Staff undertaking the Tier one assessment will monitor repayment of outstanding charges.

While the department may not be able to bring legal proceedings to recover a debt after six years of it having arisen, this does not prevent the department from requiring payment before providing another service, such as a movable unit.

# Tier two - site suitability assessment and handover

Property and Asset Services will engage a contractor to assess the suitability of the proposed site.

The assessment of the site considers:

* caveats or restrictive covenants on the land
* notices or agreements
* main dwelling services infrastructure
* the elevation of the site
* the level of access to the rear yard
* rock excavation
* overlays (for example, Airport environment, heritage)
* environmental issues (for example. Bushfire attack level).

The contractor will notify Property and Asset Services of the outcome of their assessment within 14 days of the contractor’s engagement.

If the site is deemed suitable, Property and Asset Services staff will notify the property host and the applicant:

* that the site is suitable for placement of a movable unit
* the next steps in the movable unit application and allocation process
* details on works to be undertaken by the property host (for privately owned properties)
* details of the associated costs to be met by the property host where the movable unit is to be more than 10 meters from the main house, as well as the requirement to complete the enclosed agreement to pay form, and
* requirements for signing and returning all copies of the enclosed hiring agreements.

Property and Asset Services will notify the local office when the movable unit is fully completed and ready for occupation.

In the event the site is deemed not suitable, Property and Asset Services will notify the property host and the applicant in writing:

* the reason for why the site is not suitable for placement of a movable unit, and
* that they should contact the local office to explore alternative housing options.

Property and Asset Services will request the application be closed by staff undertaking the Tier one assessment.

## Service and utility connections

Movable units are separately metered for gas and electricity services. There is no separate meter provided for water; instead a check meter is provided.

Private property owners may choose not to have a separate gas and electricity meters for the movable unit.

The initial cost for connection of services is met by the department.

Where liquid petroleum gas (LPG) is requested, Property and Asset Services will organise for the connection to a regulator. All other associated fittings and costs are to be met by the property host or applicant.

If a septic tank is requested, the property host will seek local council approval.

The property host or applicant is responsible for meeting the costs of upgrading any services.

## Council requirements

Following approval of Tier one and Tier two assessments, Property and Asset Services will engage an approved contractor to commence the application process to seek council approval.

Construction of the movable unit will not proceed until local council has approved the movable unit and provided the required permits.

Movable units must comply with all relevant planning and/or council requirements.

## Construction of the movable unit

Property and Asset Services will engage an approved contractor to undertake the construction of the movable unit.

## Handover of the movable unit

Upon completion of the movable unit construction, Property and Asset Services will organise a handover date within the local office, including:

* initiating the transfer of the movable unit to the relevant local office responsible for creating and signing of the hiring agreement in HiiP, and
* notifying the local office (with a minimum of five working days’ notice) of the intended date of handover and request their attendance.

Property and Asset Services will provide the local office with:

* keys to the movable unit, and
* a copy of the movable unit application file, including the handover certificate, completion of handover notice and a signed copy of the hiring agreement.

The local office will arrange the signing of the *Notice of tenancy commencement,* and ongoing tenancy management of the movable unit will commence by local staff.

## Maintenance

Maintenance works required on the movable unit within 26 weeks from the date of handover will be undertaken by the contractor under ‘defects liability’.

Local staff will notify Property and Asset Services that maintenance works are required in the event it falls within this 26-week period.

If the maintenance work is required after this 26-week period, staff will initiate processes in line with *property management policy*.

## Insurance

General building insurance for movable units is covered by the department.

Applicants in movable units are responsible for insuring the contents of the movable unit.

# Hiring agreement

The hiring agreement is not a residential tenancy agreement as defined under Part 2 Division 1: General requirements for tenancy agreements of the Residential Tenancies Act.

The Director of Housing enters into the hiring agreement with the property host and applicant.

The applicant undertakes to pay a weekly hiring fee for a minimum period of 12 months. After the expiration of this period the hiring agreement reverts to a week-by-week arrangement.

A hiring agreement is only provided to the property host and applicant once both Tier one and Tier two assessments are assessed and approved.

Property and Asset Services will arrange the signing of the hiring agreement prior to construction of the movable unit.

# Rental rebate

The amount the applicant pays for the weekly hiring rate of the movable unit is determined by their income.

In the event the applicant requests a rental rebate, local staff will initiate processes in line with *rental rebate policy*.

# On-going management of the movable unit

The movable unit will be managed by the local office until such time the movable unit is vacated by the applicant.

Once the movable unit is vacated, local staff will notify Property and Asset Services to initiate the deconstruction and removal of the movable unit.

# Breaches of the hiring agreement

In the event the requirements of the hiring agreement are breached by the property host or applicant, staff will immediately issue a Breach notice for movable unit detailing the:

* breach that has occurred
* the clause of the hiring agreement that was breached
* required remedy for the breach
* timeline for remedying the breach (14 days), and
* consequences for not remedying the breach within timelines.

In the event the property host or applicant does not remedy the breach within the timeline, staff will issue a *Notice to terminate* with a copy of the original *Movable unit breach notice* notifying the property host and applicant:

* that the breach was not remedied
* that the hiring agreement is to be terminated (include date of termination)
* that the applicant is to yield up possession of the movable unit, and
* that if they do not yield up possession of the movable unit an application may be made to the Victorian Civil and Administrative Tribunal (VCAT) for an Order for possession and Warrant of possession.

At the same time, staff will send a *Notice to yield up possession of the movable unit* indicating the applicant’s timelines for vacating the movable unit (not less than 60 days after the date on which notice to be given).

Staff will ensure authorisation of notices will be done in line with the department’s *Instrument of Delegation*.

*S. 18 (3): Provision of movable units of the Housing Act* states the Director may give notice in writing to the applicant requiring them to yield possession of the movable unit. This same sub section also states that *Part 7 Regain Possession – Possession Orders and Warrants of the Residential Tenancies Act* will apply to any person served under s.18(3) of the Housing Act as if the notice were a Notice to vacate under *s. 91ZZC: Premises required for public purposes of the Residential Tenancies Act***.**

If the applicant does not yield possession of the movable unit in line with the requirements of the *Notice to yield possession*, staff will make an application to VCAT for an Order for possession.

Staff will initiate processes for obtaining an Order for possession and Warrant of possession in line with the *tenancy breaches operational guidelines*.

Staff will manage breaches of the hiring agreement in line with tenancy breaches operational guidelines in reference to:

* the operating principles for managing breaches
* the VCAT evidence and documentation requirements
* managing disputes.

In the event the termination of the movable unit hiring agreement raises significant concerns for a child’s welfare, staff will raise the issue with their line manager.

The local area manager equivalent to Tenancy and Property management will report and discuss the issue with Child Protection. This will be considered in line with the *Exchange of information between Child Protection and Public housing (February 2015)*.

## Breaches, termination of hiring agreement and requirement to yield possession process flowchart



## Non-payment of hiring fee

When an occupant does not pay their hiring fee, staff will initiate processes outlined in the **Breaches of the hiring agreement**section of these operational guidelines.

Negotiation of and adherence to a payment agreement is considered sufficient in remedying a breach of the hiring agreement.

Staff will develop a payment agreement in line with *arrears policy*.

## Undeclared occupants, residents or squatters

In the event an undeclared occupant, resident or squatter is suspected in the movable unit, local staff will initiate processes in line with the undeclared occupants, sub-letting and squatters operational guidelines.

# Transferring the movable unit

Staff will refer any requests for transferring a movable unit to the Tier one assessment process.

Requests to transfer a movable unit to an alternative site will also undergo a Tier two assessment to ensure suitability of the proposed site.

In the event the proposed transfer is approved, the costs will be paid:

* by the property host or applicant (if the request to transfer is in the first 12 months of occupancy), or
* through a negotiated agreement between the department and the property host or applicant.

Under certain circumstances, such as when multiple requests to transfer a movable unit have been made over a period of time, local management may take this into consideration when determining approval of the transfer request.

# Ending the movable unit hiring agreement

## Initiated by the applicant

The applicant will complete a Notice of intention to vacate form.

If the applicant chooses to terminate the hiring agreement in the first 12 months, they are liable for the remaining hiring fees under the hiring agreement.

Local staff will undertake recovery of outstanding fees.

## Initiated by the property host

The property host must notify the local office they no longer consent to have the movable unit on their property.

Local staff will support the occupant to explore alternative housing options, including their eligibility to enter public housing.

In the event the property host chooses to withhold consent in the first 12 months, the remaining hiring fees for the balance for the first 12 months are still due and payable.

## Initiated by the department

This scenario applies to movable units on public housing property that is listed for upgrade or demolition.

Local staff will initiate processes in line with *relocation policy*.

In all instances, local staff will notify Property and Asset Services of the decision to end the hiring agreement, so removal of the movable unit can commence.

# Removal of the movable unit

Property and Asset Services will engage an approved contractor to undertake the removal of the movable unit.

# Movable units and emergency management

Movable units can be utilised in the event a response is required under the Emergency management housing policy and guidelines*(January 2014)* to house those made homeless by a natural disaster.