

1.02 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 via the Maintenance Manager App .

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
- To facilitate improvement in vacant tenatable turnaround times

Preparing for a new tenancy

A Tenancy Condition Report (TCR) is a record of an agreement between the tenant and CHS 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. These are printed out after the report is completed via Maintenance Manager (see Appendix 1). 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 are 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 Satisfactory or Unsatisfactory for Routine Inspections; and Clean, Working and/or Undamaged for the Entry Condition Report.

The Tenancy Officer can add additional comments to clarify any specific condition.

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

Turnaround Times

CHS are required to report annually to the Housing Registrar on turnaround times for both vacant tenable and un-tenable properties.

A Tenable Property is defined as a *property which is ready to be occupied.*

An Untenantable Property is defined as an unoccupied tenancy where maintenance has either been deferred or has not been completed. Maintenance can include (for example), damaged property, major upgrades or maintenance where COMAC is responsible; and/or properties with vacated maintenance requirements

Whilst is important that CHS ensure all properties are vacant for the minimum amount of time (to ensure the property is available for social housing); this must be balanced with the need to:

- Determine the condition of the property
- Undertake any cleaning, maintenance or repairs prior to re-letting
- Manage the applications for social housing via the Housing Register
- Undertake all required application screening processes for tenant applications

CHS ensures that all properties are correctly allocated in CHINTARO as either Tenantable or Untenantable based on the individual circumstances listed above.

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

15.06.2020 Reviewed to include use of Maintenance Manager App for Tenancy Condition Reports and definitions for Tenantable and Untenantable.

**Appendix 1.02-1
Tenancy Condition Report**

Entry Condition Report (Sample)

Centacare Housing Services
4-6 Peel St
Ballarat, VIC 3350
03 5337 8999



Entry Condition Report

	Clear	Reeking	Unpleasant	Image No.	Agent Comments	Tenant Agree	Tenant Comments
Bathroom							
Doors	✓	✓	✓	1 - 4	Freshly Painted		
Walls	✓	✓	✓	10 - 15	Freshly painted		
Tiling	✓	✓		n/a	Normal wear and tear marks, a few broken at door entry		
Windows/Screens	✓	✓	✓	n/a			
Ceiling	✓	✓	✓	n/a	Freshly painted		

Landlord/Agent's signature:

Date: 18/05/2020

Tenant's signature(s):

Date: / / Page: 7

Routine Condition Report

Centacare Housing Services
4-6 Peel St
Ballarat, VIC 3350
03 5337 8999



Routine Condition Report

	Satisfactory	Image No.	
Doors	✓	6	satisfactory. Various marks on the Doors
Walls	✓	7 - 13	Various marks on the Walls, excessive marks
Windows/Screens	✓	n/a	
Blinds / curtains	✓	n/a	
Ceiling	✓	14 - 15	Normal wear and tear marks
Light fittings	✓	n/a	
Floor coverings	✓	16 - 21	
Power points	✓	n/a	

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, take this document into your hand/office 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' rights 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:

- violation and obstruction of others' property or common areas
- aggressive or violent behaviour
- drug use
- excessive noise or disruptive behaviour
- being in possession of illegal property or a residential tenancy condition involving the outdoor area

Having a good neighbour doesn't just include such things as maintaining the garden, not disturbing neighbours with noise, rubbish and odours or not taking up the street, parking, loading or unloading, including excessive amounts of furniture, household goods or plants which could block the way.

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 public.vic.gov.au/housing website.

Complying with your tenancy agreement

You are expected to:

- use your tenancy wisely and responsibly
- keep your tenancy accurate information about you & living in your property

Consequences of breaching your tenancy agreement

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

- cause a nuisance or interfere with the reasonable peace, comfort or privacy of your neighbours
- damage your rental property or common areas
- fail to meet your rental property or tenancy condition
- violate any tenancy or lease agreement, tenancy or access to the rental property without the department's consent.

Under the tenancy agreement, if you breach the tenancy condition term times within a 12-month period, a breach is considered a serious breach. A decision may be taken to terminate your tenancy in accordance with the Residential Tenancies Act 1987.

The department will also consider you for any damage to a rental property, and seek to enter a tenancy where necessary to ensure the safety and wellbeing of others.

The department will also take a zero tolerance approach to:

- intentional 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 particular impact of these activities in public housing.

Full name of Tenant 1	
Signature	
Date	
Full name of Tenant 2	
Signature	
Date	
Full name of Tenant 3	
Signature	
Date	
Full name of Tenant 4	
Signature	
Date	

Information privacy

The Department of Health and Human Services is committed to protecting the privacy of your personal information. Personal information is information about an individual, whether it relates to you, or someone else. We need to collect and handle your personal information in order to be able to process your application. All the information you provide 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 government 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 stated on these forms. To provide services to you, or without your consent, please the the hours of 9:00 AM to 5:00 PM.

You can access your information through the Access to Information Act 1987 or through the Privacy and Data Protection Act 2014. For information about privacy or information issues, call 1300 666 112 or email privacy@vic.gov.au. For further information about privacy, call 1300 666 112 or email privacy@vic.gov.au.

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