

Renter Damage Policy

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 Policy owner: Director Housing and Homelessness

1 Purpose

The purpose of this policy is to provide guidelines for the identification, assessment and remedy of renter property damage. This includes damage caused by other people residing in the property and visitors.

2 Scope

2.1 This policy applies to all long-term properties and covers the following types of damage:

- a Intentional or reckless damage - where damage is proven to be planned and intentional and/or motivated by wrongful purposes.
- b Negligence - where damage is caused by carelessness, misuse, reckless indifference or a failure to take reasonable steps to prevent damage from occurring, e.g. a fire caused by leaving clothes too close to a heater or leaving an oil burner unattended.
- c Accidental damage

2.2 This policy excludes:

- a **Fair wear and tear** - deterioration of the condition of premises caused by reasonable use of:
 - i the premises by a renter or a visitor
 - ii natural environmental forces.

3 Policy Statement

Principles

- 3.1 Unison strives to deliver property management services that improve the physical environment for our renters and the community and protect and preserve Unison's assets.
- 3.2 Unison will maintain all obligations under the Residential Tenancy Act 1997 (RTA) and undertake repairs and inspections in accordance with the RTA.
- 3.3 Unison will ensure that renters are aware of, and understand, their rights and responsibilities in relation to the RTA Application

Renter Rights and Responsibilities

- 3.4 Renters will be made aware of their rights and responsibilities at sign up and as required during the term of the rental agreement.

- 3.5 Renters will be informed that Unison will act if they are found to be responsible for intentional or reckless, negligent or accidental property damage. Action may include issuing a repair notice, charging renters for the costs of repairs, undertaking Breach of Duty action and/or issuing a Notice to Vacate in accordance with the requirements of the RTA.
- 3.6 Property condition reports will be provided to renters at the beginning of their rental agreement.
- 3.7 Renters will be held responsible for:
 - a Intentional or reckless or negligent property damage
 - b Damage caused by renter modifications – whether approved by Unison or not
 - c Accidental damage
- 3.8 Renters will not be held responsible for:
 - a Fair wear and tear

Unison Rights and Responsibilities

- 3.9 Unison will ensure that all rented properties are provided and maintained in good repair and in a reasonably fit and suitable condition for occupation
- 3.10 Property condition reports will be provided to renters at the beginning of their rental agreement in accordance with the RTA.
- 3.11 Place Managers are responsible for identifying damage during regular property inspections and home visits and discussing the situation with renters.
- 3.12 Where there are mitigating circumstances such as family violence or a health issue, renters should be referred to specialist supports to seek funding for repair.
- 3.13 Where it is determined that renters are responsible for damage, Place Management Team Leaders will liaise with their Manager to determine the correct course of action.
- 3.14 Factors that will be taken into consideration when deciding the correct course of action include Unison's responsibility to other renters, neighbours, Unison staff and staff from other agencies.
- 3.15 Courses of action may include:
 - a **Recovery of costs:**
 - i Notice of Damage by Renter stating that Unison will repair the damage at the renter's expense; Notice of Cost of Repairs by Residential Rental Provider requiring renters to pay the costs and application to VCAT for an Order of Compensation, or
 - ii Notice of Damage by Renter requesting the renter must repair the damage within 14 days, in a tradesman-like manner, at the renter's expense. If the renter fails to do so, Unison may repair the damage at the renter's expense, issue Notice of Cost of Repairs requiring renters to pay the costs and application to VCAT for and Order of Compensation
 - b **Breaching:** Breach of Duty Notice for failing to avoid damage or failing to give notice of damage and for rooming houses Refer to the Breach of Duty Procedure (General)
 - c **Eviction procedures:** A Notice to Vacate based on damage or danger. This can only be undertaken if the damage is intentional or reckless or it endangers the safety of occupiers of neighbouring premises and for rooming houses

- d **Vacated Renters:** In the case of vacated renters, an application for compensation may be made under “other grounds” after the cost of repairs has been established

4 **Related Information**

- a *Housing Act 1983*
- b *Residential Tenancies Act 1997*
- c Ending a Residential Rental Agreement Policy

5 **Review of policy**

This policy will be reviewed every three years as delegated by the responsible Executive.