

## Tenant Damage Policy

Version date: April 2019  
Review date: April 2022  
Policy owner: Director Housing & Homelessness

### Purpose

To provide guidelines for the identification, assessment and remedy of tenant property damage. This includes damage caused by other people residing in the property and visitors.

### Scope

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

- Deliberate damage - where damage is proven to be planned and intentional and motivated by wrongful purposes.
- 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.
- Accidental damage - where the cause of the damage is beyond the reasonable control of the tenant. This may include domestic or family violence related damage.
- Fair Wear and Tear - the gradual and expected deterioration of a property or its fixtures and fittings as a result of reasonable residential use of the property over time. (The Australian Tax Office Depreciation Tables provide a basis on which to assess fair wear and tear).

### Principles

Unison strives to deliver property management services that improve the physical environment for our customers and protect and preserve Unison's assets.

Unison will maintain all obligations under the Residential Tenancy Act 1997 and undertake repairs and inspections in accordance with the Act.

Unison will ensure that tenants are aware of, and understand, their rights and responsibilities in relation to the Residential Tenancy Act 1997; including avoiding damage to properties (s.61) and giving notice of damage (s.62).

## Roles and Responsibilities

### Tenants

Tenants will be made aware of their rights and responsibilities at sign up and as required during tenancies.

Tenants will be informed that Unison will act if they are found to be responsible for deliberate or negligent property damage. Action may include charging tenants for the costs of repairs (s.79), undertaking Breach of Duty action (s.208 and 209) and/or issuing a Notice to Vacate (s.243).

Property condition reports will be provided to tenants at the beginning of their tenancy.

Tenants must not undertake their own repairs.

Tenants will be held responsible for:

- Deliberate or negligent property damage
- Damage caused by tenant modifications – whether approved by Unison or not.

Tenants will not be held responsible for:

- Proven accidental damage
- Fair wear and tear, and
- Damage for which the tenant cannot be reasonably held responsible.

### Unison

Place Managers are responsible for identifying damage during regular property inspections and home visits and discussing the situation with tenants. Condition reports will be checked at each regular inspection during the tenancy and at the end of the tenancy.

Place Managers are responsible for notifying their Team Leader and contacting Assets staff to organise repairs once damage is identified.

If Assets staff identify damage when they are at properties, they must organise repairs and inform the relevant Place Management Team Leader.

Place Management Team Leaders are responsible for deciding whether tenants are to be held responsible for the damage.

## Application

Team Leaders will consider any mitigating circumstances under which the tenant cannot be reasonably held accountable for property damage (e.g. a family violence or health issue). Unison may require evidence from a specialist or a support worker or a police report to verify this.

Where it is determined that tenants are responsible for damage, Place Management Team Leaders will liaise with their Manager to determine the correct course of action.

Factors that will be taken into consideration when deciding the correct course of action include Unison's responsibility to other tenants, neighbours, Unison staff and staff from other agencies.

Courses of action may include:

- **Recovery of costs:** Notice of Repair (s.78) stating that Unison will repair the damage at the tenant's expense, Notice of Costs of Repairs (s.79) requiring tenants to pay the costs and application to VCAT for an Order of Compensation, or
- **Breaching:** Breach of Duty Notice for failing to avoid damage (s.61) or failing to give notice of damage (s.62) and for rooming houses (s.116). Refer to the Breach of Duty Procedure (General)
- **Eviction procedures:** A Notice to Vacate based on damage or danger. This can only be undertaken if the damage is deliberate (s.243) or it endangers the safety of occupiers of neighbouring premises (s.244) and for rooming houses (s.278 and s.279).
- **Vacated Tenants:** In the case of vacated tenants, an application for compensation may be made under "other grounds" (s.210) after the cost of repairs has been established

Note: Repairs should be undertaken regardless of whether costs are to be recovered.

## Review of policy

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