

Renter Changes to a Property Policy

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1 Purpose

The purpose of this policy is to ensure that all requests for changes to a property are assessed and delivered in accordance with legislative and Unison standards.

2 Scope

2.1 This policy applies to:

- a all requests for changes to a property raised by Unison staff, renters or their advocate
- b renters who live in a Unison owned or managed property, including Department of Families, Fairness and Housing (DFFH) General Lease properties.

2.2 This policy does not apply:

- a where the tenancy is provided through our homelessness services (e.g. Crisis Accommodation or Head-lease program)
- b to THM (Transitional Accommodation) or Public Housing properties, or where requests are managed by another party through other commercial agreements.

3 Policy Statement

Principles

- 3.1 In accordance with the *Residential Tenancy Act 1997* (RTA) there are some changes renters can make a property without landlord permission, however Unison encourages renters to check with their Place Manager before making any changes to a property to ensure the proposed change is allowed.
- 3.2 Unison renters can make requests for any other changes to a property to their Place Manager. Requests can be made directly or through a nominated agent or advocate (e.g. support worker or family member).
- 3.3 Unison will consult with the renter, or their nominated agent, to adequately assess and consider requests in the context of the following:
 - a RTA requirements
 - b Conditions and standards defined by relevant authorities (e.g. Local and State Government departments and authorities)
 - c Renter acceptance of responsibility and conditions as outlined in this policy
 - d Cost and extent of the works required
 - e Future use of the property

f Availability of alternative properties that would meet the renter's needs.

- 3.4** Where the proposed changes to a property require third party approvals (e.g. building permit or authorisation from building owner), Unison will only provide approval after considering the requirements for and obtaining relevant third party approvals.
- 3.5** Renters will be required to bear the cost for all renter requested changes to a property prior to the works commencing.
- 3.6** Where the change is needed to facilitate the safety of a renter who is at risk of or experiencing family violence, Unison will process the request urgently.

Application

Responsibilities and Conditions

- 3.7** A change to a property, fixture or fitting without written permission from Unison breaches the RTA and action can be taken in the Victorian Civil and Administrative Tribunal (VCAT) to request that the renter reverse the change to the property and repair any damage caused by the removal of the alteration, or to terminate the tenancy.
- 3.8** Renters must accept the following conditions:
- a** Unison and renters must comply with their rights and obligations under the RTA.
 - b** Renters must not, without Unison's consent install any fixtures on the rented premises or make any alteration, renovation or addition to the rented premises
 - c** Renters must submit a completed Renter Modifications and Fixtures Request Form to their Place Manager for approval
 - d** Approved works will only be delivered by a contractor approved by Unison. If the works impact building services or structure, Unison may nominate a list of approved contractors.
 - e** Any change to the property must be reinstated at the renter's cost at the end of the tenancy.
- 3.9** Changes to a property must not impact on the following:
- a** Current design of property (internal and external)
 - b** Entry and exits
 - c** Adjoining neighbours
 - d** Asset standard
 - e** Structural integrity
 - f** Property compliance
- 3.10** Requests will not be approved when the change to the property:
- a** Cannot be maintained or removed easily
 - b** Involves major internal or external changes to the existing property
 - c** Is prohibited under any legal requirements or fails to comply with any caveats, covenants or heritage protections
- 3.11** Where there are existing warranties or other legal protections in place relating to products, installations or building work at the property, Unison will only approve a change to a property to be carried out in a way that does not limit or invalidate those protections. This might mean that only one contractor nominated by Unison will be approved to do the works.

- 3.12** A payment plan may be provided by Unison in exceptional circumstances for social housing renters, such as where a modification is necessary for health or other reasons. A Unison payment plan must be approved by the Manager, Facilities based on discussions with the Director, Housing and Homelessness. Approval of a Unison payment plan is subject to confirmation that all other avenues of financial assistance have been exhausted (e.g. support agency brokerage funds, NDIS), confirmation that the tenant is not in rental arrears and that other avenues such as a transfer to another more suitable property have been explored.
- 3.13** Renters in Unison social housing seeking a payment plan for installation of air conditioning must be able to demonstrate that they have been approved to receive a Medical Cooling Concession.

Appeal

- 3.14** If a tenant disagrees with a decision Unison has made, they should first discuss their concerns with their Place Manager. The next step, if the tenant is still of the opinion that the decision was unreasonable, they may escalate the complaint as per the Complaints Policy.

4 Related information

- a** *Residential Tenancies Act 1997* (Vic)
- b** Unison Contractor Code of Conduct
- c** Renter Changes to a Property Procedure
- d** Renter Changes to a Property Request Form

5 Review

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