

## Purpose

Hume Housing (Hume) is committed to providing our customers with properties that are in a reasonable state of cleanliness and fit for habitation in line with our obligations as a landlord under the NSW Residential Tenancies Act 2010.

Customers are responsible for taking care of their home and are responsible for ensuring that any damage to the property is reported to Hume in a timely manner.

The purpose of this policy is to identify liability for damage to a property in which Hume, as the landlord, determines that the customer is responsible for the damage and the associated cost of repair.

This policy outlines Hume and Customer responsibilities in relation to customer recharge and how we determine a customer recharge.

## Scope

This policy applies if you have a residential tenancy agreement with us, in Social Housing, Transitional Housing, Supported Housing and Affordable Housing.

It does not apply if you are living in Housing for People with Disability.

## Policy Statement

In accordance with the Residential Tenancies Act 2010 (The Act) Hume is responsible for maintaining properties to a reasonable standard ensuring they are clean, safe, and liveable.

Customers are responsible for any costs of repairs that may be caused due to:

- Intentional damage
- Neglect caused by the customer, a member of the household, visitor, or pet.

In accordance with the Act instances of domestic violence where the customer is not the perpetrator will be exempt.

Hume will seek to recover costs of repairs from customers where Hume contractors have completed works to which the customer is liable for. In cases where customers do not accept liability or pay costs, Hume will seek a ruling from NSW Civil and Administrative Tribunal (NCAT).

## Management of Customer Recharges

Under the Residential Tenancies Act Hume and Customers have responsibilities regarding customer recharges. Hume are responsible for:

- Adherence to the terms and conditions of the Act and ensuring that all properties are safe, clean, and liveable
- Provision of a Property Condition Report prior to the commencement of a new tenancy

- Undertaking a water meter reading at start and end of tenancy which will be included in the property condition reports
- Conducting a final inspection and completing a Property Condition Report when a tenancy is coming to an end. This includes a record of information and photographic evidence relating to damage and how this may have occurred.
- Providing the customer with written notice outlining repairs and service costs that customer is liable for. The notice and our recovery action will be initiated within 90days in accordance with New South Wales Civil and Administrative Tribunal. Hume aim to provide initial written notice to customer within 28 days of the repair service being provided.
- Consider whether the damage is because of illegal activity such as domestic violence or criminal activity.

Hume will carry out at minimum an annual property inspection through our customer well-being visits and property assessment surveys, to identify customer damage and provide early intervention and support to ensure customers adequately maintain their homes throughout the tenancy.

During the notice period for end of a tenancy Hume will complete a pre-vacate inspection and a final inspection, should rechargeable repairs be identified the customer will be notified and given the opportunity to complete repairs in accordance with this policy prior to the end of tenancy date.

Customers are responsible for:

- Adherence to the terms and conditions of their tenancy agreement as outlined in their Residential Tenancy Agreement and the Residential Tenancy Act 2010 (NSW)
- Taking care of their property and not causing or allowing damage to the property, either intentionally or through lack of care or attention. This includes by other household members or invited guests.
- Reporting damage to property as soon as possible
- Paying the costs of identified rechargeable repairs
- Reporting to NSW Police, any damage to the property caused as a result of criminal activity and provide Hume with the relevant police event number.
- Ensuring at end of tenancy the property is returned to the condition it was in at the beginning of the tenancy, after allowing for fair wear and tear.
- Not adding or removing fixtures or doing any renovations or alterations to the premises without prior written consent from the landlord (unless permitted under the Residential Tenancies Act NSW 2010)
- Rectifying any alterations carried out by the customer prior to returning the keys at the end of the tenancy.
- Customer must not alter, remove, or add any lock or other security device without reasonable excuse or unless the landlord agrees.

Customers will not be held responsible for:

- Fair wear and tear
- Damage caused if they are a victim of domestic violence
- Damage caused by other legal activity such as break and enter
- Damage caused by emergency services entering a property because of concerns for the health and well-being of the customer.

If damage is caused by domestic violence or other illegal activity, the customer may not be charged if they:

- Are the victim of the offence and can show either:

- Copy of a certificate of conviction of a DV offence **OR**
- Copy of a DV Order (need not be final) **OR**
- Copy of a *Family Law Act 1975* injunction per section 68B or 114 of that Act **OR**
- Declaration by competent person in the required form, that you or your dependent child are a victim of domestic violence. The form is in [Schedule 3 of the Regulations](#) as well as on Fair Trading's website:  
[Declaration by competent person](#)  
[Declaration by competent person \(for a tenant's dependent child\)](#)
- Report the damage within 14 days of the damage occurring
- Provide evidence that they have reported the matter to the police.

For a summary of the types of repair or service costs Hume will recharge to our customers please refer to **Appendix: Types of repair or service costs.**

**Customer Assistance:** Hume will sometimes assist customers who do not have the capacity to complete repairs that are their responsibility, such as changing lightbulbs. Hume will only complete these repairs where we have received customer approval and agreement to be recharged for the repair in writing.

## Determining a customer recharge

When determining if a customer is responsible for the cost of the repair to the property Hume will consider:

- Type of damage and information provided by customer in relation to liability at time of report
- Conducting an inspection of the property to document damage, if necessary
- Consider condition of the premises against the property condition report and any work completed on the property during the tenancy
- Allowance for reasonable wear and tear
- if ill health or inability to maintain the home has contributed to such damage
- Circumstances that led to such damage and any supporting evidence customer submits

Hume will always apply reasonableness and operate in accordance with the Act. Where we determine that the required repairs are within customers responsibilities then we will charge the customer the costs associated for remediation works.

## Completing repairs

Customers may arrange for any damages to be repaired themselves through a Hume approved tradesperson, or to agree to pay for the work to be carried out by Hume. Hume will advise customer in writing or at a customer well-being visit of any works required.

Any repairs carried out to a property must meet the Australian Property Standards in accordance with the Act and be carried out by a licenced professional.

The cost associated with any work carried out by Hume contractors will be added to the customers non-rent account.

Customers who have made alterations or modifications to a property that are identified as being dangerous or unsafe, immediate remedial works will be undertaken by Hume's contractor. This work will be undertaken without providing the opportunity for the customer to undertake rectification works themselves. Any costs associated with the rectification works will be recharged to the customer.

In circumstances where Hume identifies repeated pattern of repairs, or where there are serious incidents that reflect breach of tenancy agreement then Hume will commence an application to NSW Civil and Administrative Tribunal (NCAT) to obtain a specific performance order. Where the damage is significant, Hume may take action to end the tenancy.

Hume will pursue any outstanding repairs and maintenance costs in accordance with arrears management policy.

## Responsibilities

Role or responsibility	Position or delegation level
Developing the process for this policy	General Manager, Housing & Impact
Ensuring policy aligns with compliance obligations	Manager, Risk and Compliance
Approving Policy	Executive Manager Housing & Impact
Implementation	All employees

## Reporting

No additional reporting is required.

## Records management

Employees must maintain all records relevant to administering this policy in SDM and Work Order Management System (WOMS).

## Definitions

**Affordable housing:** properties made available to customers on low to moderate incomes with capped rent to ensure customers are not paying more than 30% of their income on rent.

**Agreement:** the Residential Tenancy Agreement signed by the customer and Hume at the start of the tenancy

**Condition report:** the standard condition report completed by Hume and the customer at the start of the tenancy

**Customer:** A person who has signed a residential tenancy agreement to reside in a Hume managed property.

**Fair wear and tear:** The term fair wear and tear is not defined in the Residential Tenancies Act or the residential tenancy agreement but is considered to be:

- Changes or deterioration that happen during the normal use of the property even though the property receives reasonable care and maintenance, and /or
- Changes that happen with ageing of the property

**Notice:** formal notification that either the customer or Hume wishes to end the tenancy. This must be in writing and our Notice of Termination Form should be signed

**Social housing:** properties made available to customers on low to moderate incomes and managed by Community Housing Providers or Department of Communities and Justice. Rent subsidies are available to customers to reduce their weekly rent payments

**Supported housing:** properties that are made available to customers who have a support plan in place with a service provider to assist them maintain the tenancy

**Transitional housing:** housing for people who have been in housing stress or homeless, offered as a 12-month tenancy to support customers to return to the private rental market

**Tribunal:** the NSW Civil and Administrative Tribunal, or NCAT

## Related Legislation and Documents

Absence from a Property Policy

Compliments, Complaints & Appeals Policy

[Residential Tenancies Act 2010 \(NSW\)](#)

[Residential Tenancies Regulation 2019 \(NSW\)](#)

## Feedback and questions

Customers can provide feedback at any time by contacting the Customer Service Centre on 1800 004 300. Decisions made under this policy may be reviewed or appealed. Please see our [Compliments, Complaints & Appeals Policy](#) for more information.

Hume employees may provide feedback about this document by emailing [feedback@humehousing.com.au](mailto:feedback@humehousing.com.au)

## Approval and Review Details

Approval and Review	Details
Approval Authority	Executive Manager CEX & Assets
Policy Owner	General Manager, CEX & Assets
Next Review Date	October 2024
Policy History	Details
Original Approval Authority and Date	23/03/2018
Amendment Authority and Date	Add the previous approval authorities and amendment date: Name: Previously known as Property Damage and Charges – Customer Responsibilities 23/3/2018;

### Appendix: Types of repair or service costs.

- **Replacement of keys:** where a customer has locked themselves out or lost their keys, Hume will recharge the cost of gaining access, replacing the lock, and providing new keys. If the keys have been stolen, customers must provide a police event number. Hume will then give consideration as to whether all or partial costs will be waived.
- **Customer damage/neglect/vandalism:** where damage occurs to the property that is the customers responsibility, this includes:
  - Intentional damage (caused by any member of the household, household pets, or any visitor to the property with the customer’s consent)
  - Lack of property care(neglect)
  - Premises have not been kept reasonably clean
  - Property has not been restored to the condition it was at the start of the tenancy, with exception of wear and tear

- Removal of customer household belongings
- **Police, emergency services entry;** Customers may be recharged for the cost of gaining access to a property where the police or emergency services are required to gain access.
- **End of tenancy:** Customers will be required to pay any costs necessary to make good damage to a property, for end of tenancy cleaning, for removal of any items left behind and for replacement of locks and keys that are not returned.
- **Customer well-being visits:** Hume conduct Customer Well-Being visits which incorporate inspections of properties throughout the year. If during such visits damage is identified or there are unauthorised alterations to the property, this will be documented and where appropriate works undertaken to fix the damage and costs recharged to the customer.
- **Property Assessment Survey:** Hume conduct property assessment survey over a rolling 3-year period to assess property condition in relation to developing planned and preventative maintenance programs and to estimate "Maintained Benchmark" standards. During our assessment surveys if we identify any repairs determined to be the responsibility of the customer, this will be documented and where appropriate works will be undertaken to repair, and costs recharged to the customer.
- **Pest control:** Customers are responsible for the eradication of pests, including but not limited to rats, cockroaches, bedbugs, and fleas, if the infestation occurs 3 months after the customer has moved in. In situations where customers are found not to be taking reasonable precautions to deal with a pest infestation Hume may recharge the customer.
- **Drainage:** Where a customer reports a blocked drain, and the cause is identified as nappies, sanitary items, wipes, hair, or other foreign objects then Hume will seek to recharge the cost of repair to the customer.
- **Lawn & Ground Maintenance:** Customers are responsible for maintaining their lawn and grounds if included in their tenancy agreement. If the grounds become overgrown and Hume contractors are required to clear the grounds, then the customer will be recharged. Lawns and grounds are generally the customers responsibility if you have your own garden and are not part of a common area.
- **Light bulb replacement:** It is the customers obligations under the Residential Tenancy Agreement to replace light bulbs. In cases where the customer is unable to do this Hume may recharge customer if Hume contractors complete this work.
- **Mould:** Hume will assess the root cause of mould and if cause is identified as property care or a lack of ventilation caused by the household occupants, Hume will recharge any costs associated with mould remediation.
- **Asbestos:** Where there is evidence that a customer has damaged their property, Hume will pursue rechargeable repairs in relation to the costs involved in replacing the structure that had asbestos-cement in it, for example replacing a wall, but not the costs associated with safely removing the asbestos-cement product.