

The North & West Metropolitan Region

Housing and Support Partnership Agreement

November 2011

Contents

| | |
|-------------------------------------------------------------------------|-----------|
| Section 1: Introduction and Overview | 4 |
| 1. Pre tenancy arrangements | 4 |
| 1.1. Purpose..... | 5 |
| 1.2. Aims..... | 5 |
| 1.3. Shared Vision..... | 6 |
| 2. Context | 7 |
| 3. Access and eligibility | 8 |
| 4. Consultation | 9 |
| 5. Definitions | 10 |
| 6. Core Guiding Principles | 13 |
| 7. Roles, Responsibilities and Key Requirements | 15 |
| 8. Compliance | 20 |
| Section 2: Procedure & Practice | 21 |
| 9. Pre tenancy arrangements | 21 |
| 9.1. Best matching to available properties | 21 |
| 9.2. Informing Prospective Tenants about Transitional Housing | 21 |
| 9.3. Organising Sign Up..... | 21 |
| 9.4. Anticipated Exit Plan | 22 |
| 9.5. Support Relationship..... | 22 |
| 9.6. Information Sharing | 22 |
| 9.7. Pets..... | 23 |
| 9.8. Shared tenancies..... | 23 |
| 10. Sign Up | 24 |
| 10.1. Explaining Rights, Roles, Expectations and Responsibilities | 24 |
| 10.2. Signing the Residential Tenancy Agreement | 24 |
| 10.3. Utilities (Gas, Electricity, Telephone and Water) | 25 |
| 10.4. Presentation of Anticipated Exit Plan | 25 |
| 10.5. Permission to coordinate contractors | 25 |
| 10.6. Rent arrangements | 25 |
| 10.7. Calculating Rent..... | 26 |
| 10.8. Waiving Rent | 26 |
| 10.9. Keys | 26 |
| 10.10. Furniture Provision | 27 |
| 10.11. Insurance | 27 |
| 11. Sustaining the Tenancy | 28 |
| 11.1. The Housing Plan..... | 28 |
| 11.2. Communication..... | 29 |
| 11.3. The Case/Support Plan..... | 29 |
| 11.4. Support Provision..... | 30 |
| 11.5. Engagement..... | 30 |
| 11.6. Urgent Maintenance | 30 |
| 11.7. General Maintenance | 31 |
| 11.8. Property Inspections..... | 31 |
| 11.9. Tenancy Review Meetings | 31 |
| 11.10. Temporary Leave of Absence | 31 |
| 11.11. Staying Away..... | 32 |
| 11.12. Guests..... | 32 |

| | |
|------------------------------------------------------------------------|------------------|
| 12. Managing Tenancies At Risk..... | 33 |
| 12.1. Transfers | 33 |
| 12.2. Neighbourhood Disputes..... | 34 |
| 12.3. Risk of Violence to Workers..... | 34 |
| 12.4. Risk of Violence to Tenants..... | 34 |
| 12.5. Breach | 35 |
| 12.6. Property Damage | 35 |
| 12.7. Arrears | 35 |
| 12.8. Recovering Arrears | 36 |
| 12.9. Legal Action arising from Arrears | 36 |
| 12.10. Safety checks | 37 |
| 12.11. Critical Incidents | 37 |
| 12.12. Police Involvement | 37 |
| 13. Exiting transitional housing..... | 38 |
| 13.1. Planned Exits | 38 |
| 13.2. Eviction..... | 38 |
| 13.3. Orders of Possession | 38 |
| 13.4. Property Abandonment | 39 |
| 13.5. Goods left behind..... | 39 |
| 13.6. Immediate Notice to Vacate..... | 39 |
| <i>Appendix 1: Checklist of Roles and Responsibilities.....</i> | <i>40</i> |

Section 1: Introduction and Overview

1. Pre tenancy arrangements

The Transitional Housing Management Program (THMP) is a Victorian Government funded response for people who are experiencing homelessness and who require a period of supported, stable housing whilst they seek long term housing and address any issues that may impact on the stability of future housing options.

Transitional housing provides people with an opportunity to:

- recover from or avoid experiences of homelessness, trauma or family violence
- address support related issues
- develop and implement a plan to achieve stable, long term housing
- learn how to exercise their rights and responsibilities under the Residential Tenancies Act (RTA), and succeed in sustaining a tenancy.

Transitional housing tenancies combine short to medium term accommodation, managed under the provisions of the RTA by a Transitional Housing Manager (THM), with case management support provided by an accredited support provider.

Eligibility for, and access to, transitional housing is guided by the *Homelessness Assistance Program Guidelines and Conditions of Funding 2006-2009*, specifically *Section 3.2.1. Principles for Access* (outlined in both Section 1 and 2) and determined by the allocation arrangements outlined in the North and West Homelessness Network Practice Manual, Sections 7.6 and 12.3.

A central requirement of the transitional housing tenancy is effective, responsive and professional tenancy management. Housing providers need to work in tandem with holistic, targeted and proactive case management provided by accredited support providers.

Transitional housing is a scarce resource and collaborative and effective work practice is essential for ensuring that is utilised efficiently and fairly, for both those tenants currently utilising the resource and for those many individuals and families who are in need of it.

All stakeholders in a transitional tenancy, which includes the tenant as well as the housing and support provider, need to work together towards ensuring that pathways exist for transitional housing tenants to access safe and permanent housing, improve their overall wellbeing and an end the experience of homelessness.

The housing and case management support provided by support agencies is critical to tenants moving out of homelessness into stable housing. Moreover, a healthy, open relationship between the support and transitional housing provider will optimise positive outcomes for the tenant/client.

The housing and support providers comply with legislative, accreditation and reporting frameworks to ensure the continuation of quality services to clients/tenants and to manage risks in relation to organisational and individual liability.

1.1. Purpose

The purpose of this Agreement is to set out the principles, procedures and practices required of housing and support providers in enacting their respective assistance to tenants of transitional housing.

The document outlines a partnered approach that is:

- open, co-operative, co-ordinated and supportive; and
- focused on achieving positive housing and support outcomes with tenants of transitional housing.

This document articulates common practices, roles and responsibilities across the North & West Metropolitan Region (NWMR) for stakeholders in a transitional housing tenancy. In doing so it will contribute to a more consistent, equitable and effective transitional housing system in the NWMR, one which makes the most of a limited resource for people experiencing and at risk of homelessness in the region.

No transitional housing tenancy within the NWMR can be accessed before compliance to this document is assured between support and housing providers. This document seeks to create a working partnership agreement between transitional housing providers and support providers to ensure that the best outcomes are achieved from each transitional housing tenancy.

This document sits alongside the Plain English Tenancy Roles and Responsibilities document for tenants. (Yet to be developed, November 2011.)

1.2. Aims

The aims of this *Housing and Support Partnership Agreement* are:

A shared commitment between support and housing providers to work together in their respective roles to:

- **meet the transitional housing and support needs of households** experiencing homelessness, no matter how complex their support needs.
- acknowledge that it is **the shared responsibility of the tenancy and support providers, and the tenant**, to ensure that a transitional housing tenancy is successful and effective. It is necessary for all three stakeholders in the transitional tenancy to work towards the same outcome, which is stable and permanent housing for the tenant and to end their experience of homelessness.
- **create consistency** between housing providers and support agencies in how key stakeholders in the transitional housing tenancy access, manage and sustain transitional housing tenancies.
- **resolve** issues and disputes that arise during the tenancy period.
- maximise, through defining requirements for both support and housing providers, the experience of transitional housing for tenants, so as to ensure that the tenancy **supports a pathway out of homelessness** for vulnerable people.
- **Fulfil the responsibilities and intent of this agreement;** and
- ensure that the **tenancy supports a pathway out of homelessness** for vulnerable people.

1.3. Shared Vision

'We will work together, through the provision of linked transitional housing and support, to empower our clients to access and maintain permanent housing, improve their wellbeing and end their experience of homelessness'.

2. Context

This Agreement is informed by:

- recognition that transitional housing is a scarce resource and that collaborative and effective work practice is essential for ensuring that the resource is utilised efficiently and fairly;
- policy and guidelines outlined in the ***Homelessness Assistance Guidelines and Conditions of Funding***;
- the provisions of the **Residential Tenancies Act**;
- the principles and practices outlined by the ***Opening Doors Framework***;
- the principles guiding the **One DHS** strategic agenda; and
- the work of the **North West Homelessness Local Area Service Network**.

A regionally consistent transitional housing model accords with the ***Opening Doors Framework***. The framework's broad objective is to create a more coordinated, transparent, equitable and accessible homelessness service system in order to respond to people experiencing, or at risk of, homelessness in a more timely and effective way. Launched in 2008, the framework contains principles and practices that are intended to guide and improve **assessment, referral, resource allocation and coordination** across the Victorian homelessness service system.

The ***Opening Doors Framework*** aligns with the **One DHS** strategic agenda, which aims to transform the Department of Human Services (DHS) into a more client-focused organisation; one which improves people's lives and reduces their experience of disadvantage. This involves enabling departmental programs, funded agencies and other community stakeholders to work better together to reduce complexity for clients, improve their experience of service and give them more opportunities to participate in society.

One DHS and the ***Opening Doors Framework*** form the backdrop for an evolving transitional housing system. Amidst these developments, the essential aim of all transitional housing tenancies remains the same; to create a pathway to permanent housing and end episodes of homelessness for those individuals and families eligible for transitional tenancies.

This document recognises homelessness and housing crisis as a result of structural issues and a typically complex set of experiences and vulnerabilities in individuals and families, which may include a lack of affordable housing, domestic violence, or inadequate employment opportunities.

The effect of homelessness on individuals and families often entrenches social exclusion. It is likely to have significant negative implications for a person's social, physical, economic and emotional wellbeing.

Transitional housing tenancies allow for a stable base from which tenants can work with support providers to address the needs which contributed to, or were exacerbated by, the homeless experience or housing crisis.

3. Access and eligibility

Section 3.2.1 of the *Homelessness Assistance Program Guidelines and Conditions of Funding 2006-2009* outlines the following principles for access to transitional housing:

Homelessness assistance services will work together collaboratively to develop policies and procedures for access to and allocation of crisis and transitional housing and homelessness support. This will reflect the client profile of the region or catchment served, and ensure that the provision of housing and support remains responsive to those local needs. Policies and procedures will be subject to the approval of DHS Regions and will encapsulate the following principles:

- *Access to homelessness assistance services is reflective of OoH policy of targeting those in greatest need for assistance, particularly those assessed for early allocation to public housing.*
- *The objective of allocations policies must be to best match available assistance to need at a point in time.*
- *Allocations policies should be developed by local homelessness service networks rather than by individual agencies.*
- *Allocations policies must be consistently understood and applied by all participating services and they must be transparent for clients and participating homelessness assistance services.*
- *Access to homelessness assistance services is non-discriminatory.*
- *Service exclusion practices must not be built into allocations policies.*
- *Eligibility is based on the primary determining factors of housing crisis and relative need.*
- *The principal eligibility criterion for access to the HSS is homelessness, regardless of clients' place of origin sub-regionally, regionally or interstate, or of income status.*
- *If clients from other HSS catchments or interstate present at any given homelessness assistance service, all efforts are to be made to provide the level of assistance appropriate to their needs. The principle applies to all homeless people including new migrants and asylum seekers.*
- *Income and asset eligibility requirements are not applicable in determining eligibility for homelessness assistance, with the exception of Housing Establishment Funds (HEF) for people accessing or maintaining private rental housing for which an ongoing income is necessary.*
- *The existence of rent arrears or poor tenancy histories in previous public (including THM) or private rental housing is not a barrier to access.*
- *Availability of support may be a determining factor in allocating transitional housing to those clients requiring general and/or specialised homelessness support.*
- *Allocation policies and procedures will maximise the appropriate use of crisis and transitional housing.*
- *Allocations policies must be regularly reviewed to ensure capacity to best match available assistance to need using unmet demand as an indicator.*

It is not necessary for individuals and households accessing transitional housing to be eligible for the Recurring Homelessness Segment of the Office of Housing waitlist, though priority may be afforded to those who are.

It is in the context of these principles and those outlined in the *Opening Doors Framework*, that the following allocation arrangements have been developed for access to transitional housing in the NWMR.

This model involves direct access for clients to transitional housing through the same prioritisation and best-matching processes that currently guide the allocation of homelessness support resources. Properties are allocated to various client groups in proportion to demand for homelessness assistance by those client groups or in accordance with the level of priority assigned to meeting the needs of particularly vulnerable client groups. Considerations for target ratios and best matching for the type of property and any associated neighbourhood fatigue will also be made when considering allocation.

4. Consultation

This document has been developed from extensive consultation and collaboration with representatives in the NWMR homelessness service system. It embodies the spirit of a new partnership approach for delivering quality services for vulnerable people in our region.

This document was auspiced by DHS NWMR Community Programs – Housing.

The document is based on consultation with;

- DHS NWMR Regional Directorate
- DHS Regional Manager, Housing
- NWMR THM services
- NWMR Homelessness support provider working party
- NWMR Homelessness Local Area Service Network.

5. Definitions

Accreditation: Formal accreditation is a standards-based recognition system with a clear focus on continuous quality improvement. It involves assessment against a predetermined set of standards and formal

Planned Exits: Acknowledgement of achievement of goals established through case planning processes.

Case Management: Case management within the homelessness service system is a collaborative client-focused approach to service delivery, aimed at working with clients to effectively meet individual needs. The process requires skilled assessment of needs and goal setting with tasks directed to achieving these goals negotiated between worker and client. This process should be focussed on building the capacity of the client towards the aim of accessing and maintaining permanent housing in the future and improving overall wellbeing.

Client: A person who accesses, or is eligible to access, DHS funded homelessness services in the NWMR.

DHS Regional Offices: DHS Regional Offices are responsible for the contract management of funded community services within a designated area.

Director of Housing (DoH): A statutory entity existing under the *Housing Act 1983* responsible for all public, community and home finance programs funded by the Office of Housing (OoH). The *Housing Act 1983* is amended by the *Housing (Housing Agencies) Act 2004*, which introduces a regulatory framework comprising a registration system for non-profit community housing agencies, with the DoH appointed Registrar for housing agencies.

Duty of Care: A duty of care is a duty to take reasonable care of a person. DHS, funded agencies and partners owe a duty of care to anyone who is reasonably likely to be affected by the Department or agencies activities. These may be:

- Clients.
- Other workers
- The families and carers of clients (for example, where they are injured as a result of a psychiatric crisis team failing to respond in a reasonable time).
- Certain groups of people in the community (for example, people living near a youth training centre who could be affected if a dangerous client escaped).

Departmental staff, DHS funded agency staff and agencies providing support to DHS transitional tenants must take reasonable care to avoid causing injury to each of these categories of people in the delivery of its services and in turn to report safety risks to individuals, families and children wherever appropriate.

Homelessness: is a lack of access to safe, stable, appropriate and affordable accommodation. This definition includes;

- **Primary Homelessness**- people who are without conventional accommodation and are instead living on the streets, sleeping in parks, cars or squatting derelict buildings etc.
- **Secondary Homelessness**- people who are moving frequently from one temporary shelter to another, including refuges and short term stays in boarding houses, shelters, caravan parks, or staying with friends or family.
- **Tertiary homelessness**- people who live in boarding houses on a medium to long term bases and do not have self contained facilities (access to their own kitchen and bathroom amenities) and do not have the security of tenure provided by a lease.

Further to this definition, people experiencing homelessness include;

- people who are in crisis and at imminent risk of becoming homeless; and
- people who are experiencing domestic violence and are at imminent risk of becoming homeless.

A person is homeless if and only if, he or she has inadequate access to safe and secure housing. A person is deemed to have inadequate access to safe and secure housing if the only housing to which the person has access:

- damages, or is likely to damage, the person's health
- threatens the person's safety
- marginalises the person through failing to provide access to adequate personal amenities or the economic and social supports that a home normally affords
- places the person in circumstances which threaten or adversely affect the adequacy, safety, security and affordability of that housing.

Housing Exit Strategy: A housing exit strategy identifies the most preferred, appropriate and realistic permanent housing option for a client entering into a transitional housing tenancy. This exit strategy is determined through collaboration between the support provider and prospective transitional housing tenant.

Housing Plan: A housing plan is an essential component of a person's support plan, which identifies the permanent and safe housing outcome for the tenant, as well as other housing options that will also be pursued, and the way the tenant and support provider will work towards accessing this type of accommodation. The Housing Plan is developed in partnership between the tenant and support provider and may evolve throughout the course of the tenancy in order to remain current. The plan is subject to review by the housing provider in Tenancy Review Meetings.

Housing Provider: A housing provider refers to the five registered regionally based Transitional Housing Management services operating within the NWMR who are providing tenancy management and housing support services to a tenant of transitional housing.

SAAP: refers to the Supported Accommodation Assistance Program, the terms of which are articulated in the *Supported Accommodation Assistance Program Act (1994)*. Services funded formerly through SAAP are now referred to as Specialist Homelessness Services.

Segmented Wait List: A waiting list system for public housing, consisting of four segments, and designed to target housing resources to those most in need.

Segment 1 Public Housing Application (Recurring homelessness): This application receives the highest priority for public housing on the segmented wait list. Applicants must have experienced recurring homelessness, with a least three housing breakdowns in the past 2 years, and have an active case plan.

Segment 2 Public Housing Application (Supported Housing): Applications must be completed by registered health professionals and be attached to an intensive case management plan. Applicants must have high health requirements or disability requiring major household modifications and long term support.

Segment 3 Public Housing Application (Special Housing needs): Eligible applicants are from a homeless pathway, but there is no active case plan attached to this application. Applicants are typically experiencing secondary or tertiary homelessness and meet the criteria of Inappropriate, Insecure Housing or Unsafe Housing.

Segment 4 Public Housing Application (Wait Turn): Eligible applicants receive a low income, either from Centrelink or the equivalent and are allocated to the general wait list. Applicants who are applying under one of the prioritised Segments are also required to have an approved Wait Turn application as all public housing applicants must meet low income requirements.

Sign Up: The initial meeting between all of the key stakeholders to a transitional tenancy regarding the terms of the tenancy itself. Sign Up allows the tenant to receive information about their rights and responsibilities as a transitional housing tenant and in combination with their support worker, to detail their preferred Housing Exit Strategy. This initial meeting is led by the housing provider, and all stakeholder rights, roles and responsibilities under RTA, tenancy agreement and common protocol are articulated.

Social Inclusion: Social inclusion refers to the state in which all Australians feel valued and have the opportunity to participate fully in our society. Achieving this vision means that all Australians will have the resources, opportunities and capability to:

- **Learn** by participating in education and training;
- **Work** by participating in employment, in voluntary work and in family and caring;
- **Engage** by connecting with people and using their local community's resources; and
- **Have a voice** so they can influence decisions that affect them.

This concept recognises that many Australians are excluded from this opportunity and can become trapped in spirals of disadvantage caused by family circumstances, community poverty, a lack of suitable and affordable housing, illness or discrimination – often leading to leaving school early, long-term unemployment and chronic ill-health. High risk groups for multiple disadvantages include jobless families, Aboriginal and Torres Strait Islander people, people with a disability or mental illness, vulnerable new migrants and refugees, those with low incomes and people experiencing homelessness.

Case Plan: A support plan is a personal plan or support agreement that usually has a statement of the client's needs, strengths, goals and strategies for achieving those goals, developed between the client and support provider as a result of a comprehensive, detailed assessment process. A support package, which includes an active support plan, is a necessary component of each transitional housing tenancy.

Support Provider: A support provider for the purposes of this document refers to accredited services that provide support for transitional housing tenants and prospective transitional housing tenants. This Partnership Agreement recognises that these support providers may be both homelessness assistance funded and allied support agencies.

Tenancy Review Meeting: These meetings between the tenant, support and housing provider are used to review the Housing Plan and other tenancy matters.

6. Core Guiding Principles

Case Conferencing

Effective support packages should be led by the support provider but include regular collaborative conferencing between all relevant other supports, whilst maintaining the tenant's right to privacy. Regular meetings between the tenant, support provider and the housing provider should feature as an essential part of the tenant's case plan.

Case Planning

Case or Support Plans are vital for accessing and sustaining a transitional tenancy. The plan is a support and development agreement that usually includes a statement of the client's needs, strengths, goals and strategies for achieving those goals, which is developed between the client and support worker as a result of a comprehensive, detailed assessment process. Case plans should address support needs that contributed to, and were exacerbated by, the client's experience of homelessness and aim to end episodes of homelessness for the future. Case planning should be flexible to the evolving needs and aspirations of the client.

Collaboration

A transitional housing tenancy must be founded on a collaborative relationship between the tenant and both the support and housing provider. All parties must work together to plan and support a tenant towards permanent accommodation and an end to their experience of homelessness. Issues that arise must be addressed in a partnered approach by the housing and support provider and all stakeholders in the tenancy must undertake to work together to ensure both a good entry and a good exit for a transitional housing tenant.

Communication

A transitional housing tenancy is built upon good communication between all three stakeholders in the tenancy- the tenant, the support provider and the housing provider. Communication is required for a good entry to transitional housing, with roles and responsibilities clearly articulated amongst all stakeholders.

Regular, honest and accurate communication is necessary to sustain a tenancy, particularly if there is a significant change in circumstances for any of the stakeholders, including changes to the support provision or a crisis that compromises the tenancy. Tenants should endeavour to remain contactable and respond to attempts to communicate from both the support and housing provider. Communication is particularly important in the event of duty of care issues relating to the tenant, tenant's family or tenancy or support worker safety.

Empowerment

Housing and support providers should work according to a strengths-based model when providing a service to a tenant or prospective tenant. The aim of the transitional housing tenancy is to work in partnership with the tenant to build their overall capacity towards self managing their own permanent housing and general wellbeing. It is vital that the tenant plays an active part in the planning and goal setting process of the support providers. Support providers in turn support tenants to gain access to training, employment and other activities to encourage improved wellbeing, wherever possible.

Ending the experience of homelessness

An essential aim of transitional housing is to end the experience and episodes of homelessness for the transitional housing tenant. All possible efforts by all three stakeholders in the transitional housing tenancy must be made to avoid the tenant experiencing homelessness in the future. Tenancy provision should be based on supporting the best interests of the tenant and other clients who are in need of this resource. Support providers are obligated to assist clients to build resilience to the personal and structural factors, which had thus far prevented their access to permanent housing.

Engagement

It is a requirement of a transitional housing tenancy that a tenant is engaged throughout their tenancy in a comprehensive, targeted support plan. The responsibility for ensuring the support package continues throughout the life of the tenancy lies with the support agency. Continued and effective engagement with support is the primary responsibility of the support provider, not the tenant but is determined in response to the needs of the client. (See also Sections 11.4 and 11.5.)

Extensive and proactive efforts must be made by the support provider to engage with the tenant. Attempts to engage a tenant must be made in a combination of phone calls, written communication and home visits. All attempts must be supported with accompanying case notes or other record.

Ethical Housing Management

Housing providers are to adhere to the RTA and treat tenants with respect and dignity, and according to the highest ethical standards. Housing providers aim to resolve issues constructively whilst upholding professional behaviour and with consideration for rights articulated in *The Victorian Charter of Human Rights (2006)*.

Housing providers are to consider their role of landlord as one aspect of their overall obligation to the tenant. Housing providers have a duty of care to clients, their clients' families and other community members impacted by the THMP, and to treat tenants fairly, with dignity and according to social justice principles.

Holistic Support

When providing support services or developing housing or case plans, provision must be made to the needs of the whole person, and where relevant to a whole family. This should include consideration of all aspects of the client's physical, social, emotional and economic wellbeing.

Planning for Permanent Housing

All clients should access transitional housing with an anticipated longer-term housing plan in place. It is the responsibility of the support provider to ensure that an exit plan is in place and that this evolves according to a client's changing needs and circumstances. Obtaining access to appropriate permanent housing is the responsibility of the support provider and the tenant.

Suitable, Swift and Sustainable Housing Exits

Housing plans need to be realistic and achievable within a time frame which pays due consideration to the scarcity of the transitional housing resource and the duty of care of the housing provider to both current tenants and the clients waitlisted for transitional housing. It is the responsibility of both the support and housing provider to work together flexibly to create transitional housing tenancy opportunities that respond to the varied needs of those individuals and households seeking homelessness assistance.

What the client prefers as a housing exit is significant, but it must be weighed against what is realistic and available. Appropriate expectations and honest communication about which housing options are realistically available to each client need to be encouraged by both the housing and support provider from the outset of a tenancy.

7. Roles, Responsibilities and Key Requirements

All three stakeholders in a transitional tenancy agree to perform the following roles. A more detailed description of the procedures associated with enactment of these roles is outlined in the Section 2 of this Agreement.

| Support Provider | Tenancy & Property Management | Tenant |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Overview of Roles in the Transitional Tenancy | | |
| Provide case management support to tenants to a high standard and in accordance with this protocol. | Provide a high quality housing service to clients/tenants and in accordance with this protocol. | Fulfil the responsibilities of a transitional housing tenant, including following the obligations set out in the RTA. |
| Provide a high standard of assistance and support to achieve a secure and independent housing outcome for the tenants. | Manage the program to ensure equitable, consistent and transparent access for people who are homeless or those at risk of homelessness. | Work with the support and housing provider towards an outcome which ends the experience of homelessness, improves wellbeing and achieves goals set out in the case plan developed in partnership with the support provider. |
| Ending the Homelessness Experience | | |
| Ensure that all tenants receive the appropriate support services required for them to maintain their tenancy and avoid a return to a homeless pathway. | Provide and manage the tenancies and properties in accordance with the RTA and to the standard required by the Housing Act and relevant performance standards. | Providing commitment to a support relationship as an essential part of the transitional tenancy. This means being contactable, communicative and collaborative with support provider and working on goals set out in the case plan. |
| Information Provision | | |
| Provide accurate and honest information and advice to the clients/tenants on their rights, responsibilities and options. | Provide accurate and honest information and advice to clients/tenants on their rights and responsibilities under the RTA and their tenancy agreement. | Seek information and advice on rights and responsibilities under the RTA and their tenancy agreement. |
| Communication | | |
| Provide timely, clear and regular communication with the other stakeholders in the transitional tenancy around all relevant issues that impact that tenancy's success including; | Provide a timely, clear and regular communication with the other stakeholders in the transitional tenancy around all tenancy related issues. | Remain contactable wherever possible and respond to communication from both support and housing provider. |

| | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • changes to support provision • duty of care concerns • neighbourhood issues <p>Seek interpreter services to ensure clear communication to tenants wherever necessary.</p> | <p>Seek interpreter services to ensure clear communication to tenants wherever necessary.</p> | <p>Be proactive in making contact of issues arise in tenancy or additional support is required.</p> <p>Be forthcoming about issues that might impact the tenancy including neighbourhood disputes or problems paying rent and fulfilling duties under the RTA.</p> |
| <p>Clear communication with housing provider on:</p> <ul style="list-style-type: none"> • RTA or protocol breaches • Neighbourhood issues • Support provided, progress in case plan and housing exit strategy • Changes to support provision, worker or agency • Strategies to assist the tenant to remedy the tenancy matters and maintain an independent tenancy • OH&S issues including duty of care issues and any critical incidents, particularly if they might place a housing provider, tenant or other community members at risk. | <p>Regular communication with support worker regarding tenancy progress.</p> <p>Open and responsive communication regarding all issues that may impact upon the tenancy, tenant or workers involved with the tenancy.</p> | <p>Regular communication with support provider and housing provider as required.</p> <p>Remain contactable wherever possible and respond to attempts to contact from either support or housing provider.</p> <p>Communicate issues about tenancy and fulfilling tenancy responsibilities.</p> <p>Report unresponsive support or tenancy provision.</p> |
| Housing Access | | |
| <p>Accept prioritisation of eligible clients by Transitional Housing Management staff</p> | <p>Final allocation decisions for transitional housing tenancies.</p> | <p>Committing to a case plan, housing exit strategy and an ongoing support relationship.</p> <p>Providing consent for the support and housing provider to communicate regularly about the tenancy.</p> |
| Sign Up | | |
| <p>Attend sign ups for tenancy and support the prospective tenants to understand the roles, responsibilities and expectations attached to a transitional tenancy.</p> | <p>Provide the tenant with the plain English roles and responsibilities charter.</p> <p>Clearly communicate the roles, responsibilities and expectations for both the tenant and the support provider in a transitional housing tenancy</p> | <p>Endeavour to understand and commit to the responsibilities in the common protocol and RTA as outlined in the sign up meeting and plain English Roles and Responsibilities Charter.</p> |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Outline the role under the RTA, and the Housing & Support Partnership Agreement for the tenant in a way that is clear and refers to what happens in the event of breach of either document. | |
| Tenancy Review Meetings | | |
| Attend quarterly Tenancy Review Meetings with the tenant and housing provider. | Hold regular quarterly Tenancy Reviews with the tenant and the support provider. Supply property keys to the tenant. Assist with replacement of locks as necessary, especially to ensure the security of the tenant. | Attend Tenancy Review Meetings. |
| Maintenance | | |
| Provide support to the tenant to comply with their obligations under their Tenancy Agreement and the RTA, including; <ul style="list-style-type: none"> • Maintaining the property to a reasonably clean standard, • Reporting required maintenance, • Reporting damage Communicating issues relating to the tenancy or property with the housing provider. | Maintain properties to an appropriate standard as outlined in the <i>Homelessness Assistance Program Guidelines and Conditions of Funding</i> . Follow up maintenance issues with tenants and contractors in timely way. Ensure that urgent maintenance is carried out as soon as possible and that if the home is uninhabitable alternative housing is accessed. Liaise with contractor in the event that the tenant is unable to do so. Serve breach notices and Notices to Vacate under the RTA as appropriate. | Report required maintenance in a timely way to support or housing provider. Be contactable and available to contractors who need to conduct maintenance. Adhere to the responsibilities in the RTA and this protocol, including; <ul style="list-style-type: none"> • Maintaining the property to a reasonably clean standard, • Reporting maintenance, • Reporting damage • Communicate issues with the tenancy or property to the support or housing provider. Remain contactable throughout the tenancy. |
| Contact | | |
| Ensure regular home visits and frequent phone contact with the tenants as outlined in Section 2. (11.4 and 11.5). Convey all pertinent and new information as soon as possible to housing provider. | Convey all pertinent information about the tenancy as soon as possible to support provider. Provide regular updates on tenant's progress to support provider. | Be contactable, available and responsive to regular contacts from housing and support provider. |

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Provide regular updates on tenant's progress and housing plan to housing provider. Contact to the housing provider should be at least a monthly update and more as required by critical events and changes to support and housing plans.</p> | | |
| Support Provision | | |
| <p>Work regularly with the tenant to progress the case and housing plans.</p> | <p>Monitor case/support plan and housing plan</p> | <p>Be contactable, available and responsive to regular contacts from tenancy and support provider.</p> <p>Actively participate in the progression of the case and housing plan.</p> |
| <p>If support needs of the tenant change or intensify to the point that a new support agency is required;</p> <ul style="list-style-type: none"> • make the necessary referrals, • continue support until the new support agency is able to pick up the tenant; • notify the tenancy manager of all prospective changes as early as possible. | | |
| <p>Notify housing provider of any reduction to or withdrawal of support, including funding issues, which may impact support provision, or any other changes that may impact the ability to perform the established support responsibilities. Provide as much notice as possible of changes, recognising that this is not always possible.</p> | | |
| Tenancies at Risk | | |
| <p>Attend VCAT hearings and all meetings associated with conflict resolution processes.</p> <p>Participation in these processes is undertaken in a spirit of seeking a collaborative solution aimed at supporting the tenant to maintain their tenancy with respect to the responsibilities of</p> | <p>Commit to resolving tenancy and property issues with the housing and support provider and wherever possible avoiding an outcome which constitutes a return to homelessness.</p> <p>Undertake honest and clear communication of issues and expectations to support</p> | <p>Be contactable and communicable with both the housing and support provider around tenancy issues.</p> <p>Be a good neighbour;</p> <ul style="list-style-type: none"> • respect the rights of others in the neighbourhood • work to resolve issues proactively and |

| | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>the RTA and <i>Partnership Agreement</i>.</p> <p>Assist tenant to follow up through actions mandated by the conflict resolution processes.</p> | <p>provider and tenant.</p> <p>Attend VCAT hearings and all necessary associated meetings associated with conflict resolution.</p> | <p>collaboratively</p> <ul style="list-style-type: none"> • avoid threatening and intimidating behaviours • avoid excessive noise • manage waste and • respect communal areas <p>Seek help and be upfront about issues relating to the property, including issues that might arise with neighbours or paying rent.</p> <p>Work on solutions with tenancy and support provider.</p> <p>Attend VCAT hearings and work with support provider to adhere to the provisions of conflict resolution processes.</p> |
| <p>Planned Exits</p> | | |
| <p>Assist and support the tenant to achieve the Housing Exit Plan and supporting the tenant to access other realistic long-term housing options, such as private rental or community housing.</p> <p>Provide regular updates on the Housing Plan to the housing provider.</p> | <p>Monitor progress on the Housing Exit Plan.</p> | <p>Be active in participating in the Housing Exit Plan. This means being available and contactable during the process and providing necessary information. It also could mean participating actively in searching for private rental accommodation or other realistic long term housing options, as defined in the exit plan.</p> <p>Contributing to the completion and lodgement of segmented waiting list and community housing applications.</p> |
| <p>Supporting the tenant to return all the property keys to the housing provider as soon as possible after exiting a property.</p> | | <p>Returning the keys immediately upon vacating the property to the housing provider. This may be done via the support provider.</p> |
| <p>Support the tenant to leave the property clean and assisting tenant to access furniture and rubbish removals as required. It is essential that a quick turnaround for the property is created for an efficient transitional housing system.</p> | <p>Ensure that the transitional property is turned over quickly to create a responsive system for those waitlisted.</p> | <p>Ensure the property is left clean and without any major damage. Removing all rubbish and personal items quickly so that a new tenant can move in promptly.</p> |

8. Compliance

If any stakeholder during the transitional housing tenancy is no longer able to meet the terms of the *Housing and Support Partnership Agreement* they must advise their partner agencies or tenants as soon as possible and ensure that another relevant and appropriate stakeholder, who can comply with the terms of the Agreement, is engaged. Where a support provider is no longer able to meet the terms of the Agreement, they must continue to provide support to the tenant until a new provider is engaged.

At all times both the housing and support providers must make decisions which aim to preserve the tenancy and ensure that its aims of ending the homeless experience for the tenant and accessing permanent housing options are progressed.

Ending the tenancy, or withdrawing support, is to be the last possible option and exhaustive and demonstrable attempts must have been made in all cases towards a client-focused outcome that aims to end the experience of homelessness.

If dispute arises about terms and conditions specified within the *Partnership Agreement* that cannot be satisfactorily addressed at the agency level, then the matter can be progressed to the NWMR Practice Advisory Group or DHS Community Programs – Housing team for guidance.

Section 2: Procedure & Practice

9. Pre tenancy arrangements

Aim:

- **To provide access to safe and supported accommodation for those most in need.**
- **To balance client vulnerability against the suitability of property and neighbourhood characteristics.**
- **To give due consideration to property allocations targets and the need to create equitable and fair access to transitional housing.**
- **To provide a prospective tenant with sufficient information in order to choose whether the transitional housing tenancy on offer is their preferred housing option.**

9.1. Best matching to available properties

Whenever a transitional housing property becomes available, the Initial Assessment and Planning (IA&P) staff in the regional access point services will determine who on the prioritisation list is in greatest need of, and best matched to, the available property. (See *North & West Metropolitan Homelessness Network Service System Practice Guide, Version 3* for information on property allocation processes.)

Transitional housing vacancies are usually targeted at those most in need (in accordance with catchment property targets), but this needs to be balanced against the requirement for housing providers to best match tenants to properties. Factors such as neighbourhood fatigue, shared accommodation, location and property type may all impact the way a transitional housing vacancy is matched to a prospective tenant.

In order to achieve the best match, information about the property (street, suburb and property description) must be made to the tenant and support provider in advance of the vacancy being allocated. This allows the support provider to input into the best matching process, and to plan for how a tenant may access different support and become established in an area.

Details of the property and location (street and suburb) are discussed with the client to ensure that there are no safety or risk issues associated with a tenancy in the area. If safety issues exist, the prospective tenant's name will remain on the prioritisation list for consideration when further properties become available.

The housing provider will contact the individual/household identified as the best match for the property, either directly or through their support worker, to offer them the tenancy.

9.2. Informing Prospective Tenants about Transitional Housing

If the individual/household chooses to pursue the tenancy their support provider advises that transitional housing is provided in the context of joint housing/support provision through a partnered relationship between housing and support provider services. Prospective transitional housing tenants are advised that the tenancy is contingent on a support plan and relationship.

9.3. Organising Sign Up

The housing provider, support provider and prospective tenant will organise for a sign up to the property as soon as is practicable for all parties. When organising Sign Up it is vital that the prospective tenant, or the support provider, provide the Housing provider with an assessment of the prospective tenant's furniture needs, so that appropriate furniture can be provided in good time.

9.4. Anticipated Exit Plan

The tenant and support provider will be required to provide an Anticipated Exit Plan at sign up. The Anticipated Exit Plan will nominate the tenant's preferred permanent housing option.

Development of an Anticipated Exit Plan may include checking with the Office of Housing whether the prospective tenant has any existing public housing applications and/or housing debt, which may impact on the **Anticipated Exit Plan**.

If there is an existing Office of Housing application, then support providers need to ensure they are now the listed contact within the Department for all things relating to the application, and that the address and other details are up to date and reflective of the tenant's current circumstances. Outstanding debts must be addressed via financial planning and DHS debt recovery plans.

9.5. Support Relationship

An existing and ongoing support relationship with the support provider is highly desirable prior to a client accessing transitional housing. Cases in which there is not a pre existing support relationship should be the exception rather than the rule and should only occur in extreme circumstances.

Ideally a support provider should have been case managing a prospective tenant for at least one month prior to that tenant accessing a transitional housing tenancy. This allows the support provider to develop a collaborative support relationship with the tenant, provide detailed information about the needs and vulnerabilities of the client, and their suitability for a particular housing exit strategy and property type.

Sometimes the support vacancy and transitional vacancy become available at the same time for a prospective tenant, and these tenants should not be discriminated against when accessing transitional housing.

An existing support relationship is ideal for a best practice working relationship. On the few occasions where this is not possible, sufficient time needs to be allocated before Sign Up to allow a new support provider and tenant to meet, conduct an assessment, and establish some initial goals for the future and to discuss sign up arrangements for the tenancy.

9.6. Information Sharing

Clients will have provided consent to sharing of information across homelessness assistance agencies and to data collection at the access point service during their initial assessment. This authorises the sharing of information between housing and support provider staff. If consent was provided more than six months prior to commencement of the tenancy then consent should be updated.

Specifically, both parties to this agreement will:

- Ensure that client consent for exchange of information and collection of data is updated as necessary.
- Exchange information regarding any duty of care issues that may impact on safety of tenants, workers, contractors or neighbours.
- Advise the other party of any temporary or permanent changes in key staff associated with the partnership; e.g. specific worker assigned to a particular client or tenancy; coordinator or team leader of a support program.
- Advise the other party of matters that place the client's/tenant's tenancy at risk.
- Advise the other party of any critical incidents as soon as reasonably possible and ensure that each party is provided with full details as they come available.
- Advise the other party of any changes that impact either agency's ability to stay involved in a tenancy.

9.7. Pets

The support provider should notify the housing provider if the prospective tenant has any pets prior to sign up. A decision about the appropriateness of pets in the property will be made by the housing provider, in consultation with the support provider, prior to sign up.

Where tenants have sole occupancy of a property and the property is of an appropriate size and type, pets may be permitted.

Pets will not be permitted when a tenant has sole occupancy if:

- There are Owner's Corporation rules banning pets.
- The property is considered unsuitable by the housing provider for the keeping of a particular pet.
- Risk assessment processes have identified that the pet poses an unmanageable level of threat to those parties to whom the tenancy and support providers owe a duty of care.

Pets are generally not permitted in shared properties.

9.8. Shared tenancies

Tenancies involving two non related tenants are only possible in Director of Housing owned properties that meet current fire safety requirements (Classification 1b of the Building Code of Australia). Multiple occupancy households may be managed through either exclusive occupation under the Residential Tenancies provisions (each resident has exclusive use of their room as a residence and can prevent the landlord from entering except in specified circumstances), or the Rooming House provisions for properties declared as Rooming Houses in the Government Gazette by the Minister for Housing.

Generally shared tenancies are managed in accordance with the Rooming Housing provisions of the RTA.

Properties managed according to the Rooming Housing Provisions must be gazetted for this purpose under Section 19 of the RTA by the Director of Housing. "The Minister for Housing has approved the public gazetting of properties, owned by the Director of Housing for the THM program, through a declaration under Schedule 19 of the RTA. This allows one, two and three bedroom properties to be administered within the Rooming House provisions of the RTA... This declaration applies to buildings:

- a) in which there are one or more rooms available for occupancy on payment of rent; and
- b) in which the total number of people who may occupy the rooms is less than four.

The primary advantage of applying the RTA Rooming House provisions is ease of management of multiple occupancy households." (Homelessness Assistance Program Guidelines, 4.2.3)

Two or more unrelated adults in a shared property must be receiving support from the same support agency. Housing and support providers have a key role in assisting tenants to establish house rules for the property. House rules must be displayed in each room.

Support providers have a key role in assisting tenants to manage disputes between tenants.

10. Sign Up

Aim:

- **To allow all stakeholders to understand the roles, responsibilities and expectations attached to a transitional housing tenancy.**
- **To sign the protocol, sign other necessary paperwork, hand over keys and conduct or initiate an inspection of property.**
- **To review the *Anticipated Exit Plan* in consultation with all stakeholders to a transitional tenancy.**

Sign Up takes place either at the housing provider's office or the transitional property and involves the tenant and his/her support provider. An income statement will preferably be made available to the Housing provider three working days prior to Sign Up to allow for calculation of rent to be charged and for preparation of lease documentation. The support provider should contact the housing provider to advise when the income statement will be available.

Rent is charged from this lease-signing date and once the lease/tenancy agreement is signed and the keys are given to the tenant.

10.1. Explaining Rights, Roles, Expectations and Responsibilities

Each of the relevant rules, responsibilities, rights and expectations listed in this protocol and the Residential Tenancies Act, is carefully explained by the housing provider to the prospective tenant. Comprehension is to be ensured. A translator must be provided at the client's request and should be organised prior to Sign Up.

An understanding of the expectations associated with the transitional tenancy, and also the risks of not meeting these expectations, are clearly described to the tenant. The essential support component of the tenancy, and the expectations that tenants must engage with this support, is also explained. An understanding of the differing roles of the housing and support providers is also clearly articulated.

Copies of the following documentation should be provided to a new tenant:

- Plain English Tenancy Roles and Responsibilities information (under development, November 2011)
- Tenancy Agreement or Lease
- New Tenant's Information Kit
- House Keys
- Condition Report
- "Renting a Home" – A guide for tenants and landlords (Consumer Affairs Vic & RTA)
- Emergency after hours contact information
- Victorian Electoral Commission Enrolment/Update Address Form
- DHS Consumer Charter.

10.2. Signing the Residential Tenancy Agreement

A Residential Tenancy Agreement is completed and signed by the tenant and the housing provider at the Sign Up. The tenant is advised that the transitional property is not permanent housing, that tenancy reviews will occur regularly involving both the housing and support provider and that a Housing Exit Plan will be required at the first tenancy review meeting.

Despite the temporary nature of the housing, wherever possible the tenants are to be given a sense of housing security, and a sense that their rights and needs will be accounted for. Therefore, 120 Day Notices to Vacate (NTVs) are not to be issued during the Sign Up process under any circumstances.

The practice of issuing 120 NTVs at Sign Up has been not been supported by the Victorian Civil and Administrative Appeals Tribunal (VCAT). The *Homelessness Assistance Program Guidelines* (4.2.2) stipulate that: "the use of 120 day NTV should be applied with caution and only in cases where all steps have been taken to secure appropriate long term housing outcomes for clients who resist taking up such arrangements."

10.3. Utilities (Gas, Electricity, Telephone and Water)

In sole tenancy properties all utilities are separately metered and are the responsibility of the tenant. In some cases the housing provider will charge a service fee as a component of the rent that will cover utility costs.

Utility connection practices vary across Transitional Housing Management services. Utility connection may be managed in one of the following three ways:

- The housing provider will use 'On the move' at or just before Sign Up to arrange for utility connection on behalf of the client.
- The housing provider will hold utilities in the service name until Sign Up. Utility connection in the tenant's name will be arranged at Sign Up.
- The tenant and support provider will arrange connection of utilities prior to Sign Up to ensure connection from Sign Up.

10.4. Presentation of Anticipated Exit Plan

At Sign Up an Anticipated Exit Plan is presented by the client and support provider and considered by the prospective tenant, support provider and the housing provider. The Anticipated Exit Plan will nominate the preferred permanent housing option. If this is public housing then the appropriate public housing segment, and the ways in which this will be accessed, will also be identified.

If prospective tenants are eligible for a Segment 1 application then confirmation of eligibility needs to be part of the Anticipated Exit Plan presented at Sign Up.

The tenant and support provider have until the first three month tenancy review to prepare a written Housing Plan (see Section 3.1).

10.5. Permission to coordinate contractors

Tenants must provide access for contractors. At Sign Up permission is sought by the housing provider to give the tenant's phone number/s to contractors so they can organise access to the property. If tenants do not want to be contacted by contractors the Housing provider can liaise between the contractor and the tenant.

Sometimes when repairs have been requested contractors attend the property without notifying the tenant first. It is expected that the tenant will then call the contractor to arrange a suitable time for the contractor to revisit the property.

10.6. Rent arrangements

All tenants are required to pay rent for their properties at either rebated or full market rent value. The only exception to this is when they are neither in receipt of income nor eligible for assistance from the Commonwealth Government via Centrelink benefits due to not being permanent residents of Australia.

Rent is to be paid fortnightly in advance; there is no bond payable. The date for commencement of rent is the date the tenancy commenced. The first rental payment is negotiated during sign up to occur on the day of next receipt of income, and will include an additional amount for rent incurred to this date.

The housing provider will discuss options for payment of rent with the tenant. This will include ways of ensuring their rent account is kept in credit, including making payments over a period of time. Payment of rent through Centrepay is encouraged. The housing provider will advise of other rent payment arrangements.

10.7. Calculating Rent

In transitional housing, rent is calculated in line with Office of Housing's Rental Rebate Policy:

- The rental charge is currently 25% of gross household income up to a maximum of the market rent. All the tenants' (over 16 years of age and in receipt of an income or eligible to receive an income) income is calculated at the same rate – except if a tenant is in receipt of Youth Allowance and is 16 – 17 years old. In this case rent will be charged at a flat rate of \$15 per week. If the tenant is working, irrespective of their age, their rent will be set at 25% of their gross income up to the market rent.
- Family Tax Benefits (FTB) are calculated at 15%.
- Maximum rent payable is the market rent of the property or room.
- Tenants must notify the housing provider of changes to their income within 5 working days in order to re-assess the rental rebate.
- The housing provider has the discretion to charge market rent when income information is not provided.
- If Centrelink income has been reduced due to the repayment of a loan or an over payment, rent will be based on the full entitlement.
- Rent may be reviewed (i.e. a new income and bank statement requested) on a six monthly basis or in accordance with Office of Housing policy.
- Decreases to rent can be instigated at any time.

10.8. Waiving Rent

In instances where the tenant has no income, the housing provider has the capacity to temporarily waive rent. Rent will only be waived if the tenant is ineligible for an income. Tenants who do not comply with Centrelink requirements and whose income is reduced or cut are still considered eligible and rent will be charged as per the set rate.

Rental charges will commence when the tenant receives an income. If income is backdated, rent will be backdated to the date the tenant is deemed eligible for the income and an agreed payment plan implemented.

10.9. Keys

Restricted System

Extra keys cannot be cut unless authorised by the housing provider. Generally one set of keys is provided per tenant, however, extra sets can be organised where there is a legitimate reason e.g for children of 13 or over who need a key.

Replacement Keys

Tenants are responsible for the cost of replacing keys that have been lost. In order to obtain a replacement key, the Tenant must contact the housing provider.

Changing Locks

Tenants are not permitted to change locks during their tenancy. If security concerns arise the housing provider should be contacted immediately.

Tenants and support providers are responsible for ensuring that all sets of keys are returned to the housing provider at the end of a tenancy. Locks will be changed prior to re-letting a property if all sets of keys were not returned at the end of the previous tenancy.

10.10. Furniture Provision

All basic furniture that is required for a client to create a safe and liveable home is provided. The extent of furnishings is subject to budget limitations so minor discrepancies may occur between housing provider agencies. Soft furnishings provided must be fire retardant. (A list of standard furnishings that may be provided is contained in the *Homelessness Assistance Guidelines and Conditions of Funding*.)

THM services will fund the purchase of a cot for any tenants under two years old (with a limit on cost). Cots purchased must have a fire retarded mattress. The cot will become the possession of the tenant.

Generally all furniture should be in place on the day of Sign Up. Essentials such as whitegoods will be in working order at the time of sign up. If furniture is not available then it will be made available as soon as possible after Sign Up.

If the tenant has furniture of their own the housing provider may have capacity to provide removal and storage of the furnishings provided by the THM service.

10.11. Insurance

The tenant is responsible for content's insurance for their personal furnishings and belongings.

11. Sustaining the Tenancy

Aim:

- **To support client to sustain safe and secure housing.**
- **To create a secure base so tenant and support provider can work to fulfil the aims of the Housing Plan.**
- **To work collaboratively with all stakeholders to build the capacity of the client, where necessary, to manage a lease and associated responsibilities for future long term housing options.**
- **To create a safe and secure platform for client/ client family to access supports and services that will increase their health, wellbeing, resilience and social and economic participation.**

11.1. The Housing Plan

The Housing Plan is created by the support provider and the tenant and is provided to the housing provider at the first quarterly Tenancy Review Meeting. It outlines the most preferred, appropriate and realistic permanent housing exit for the client and the strategies that will ensure access to this accommodation. The Housing Plan will also outline complementary strategies the support provider and the tenant are pursuing to ensure the tenant accesses long term housing. These may include: living skills, financial management and access to employment, education and training.

The Housing Plan is subject to review in Tenancy Review Meetings. The support provider and client will need to demonstrate in these meetings that every attempt to secure permanent housing options is being made. The Housing Plan may evolve as the client's needs and capacity changes.

If the tenant and support providers identify public housing as the preferred and appropriate long term housing exit for the client, and if this is public housing, they must also identify which Segment the client maybe eligible for.

If public housing is the designated exit then submission of applications and all additional information requested by the Office of Housing relating to updated case plans, existing debt management, current addresses etc is the responsibility of the support provider and the tenant. The support provider should ensure regular follow up with the Office of Housing over the course of a transitional tenancy to check the status of the application.

11.1.1 Segment 1 Recurring Homelessness public housing application

An application must be lodged with the Office of Housing within the first three months of a tenancy.

11.1.2 Segment 3/ Other long term options

If a the transitional tenancy is accessed on a Segment 3, other types of long term housing (i.e. private rental, Community Housing) must be regularly investigated by the support provider and the tenant as part of the Housing Exit Plan. These attempts to secure other types of housing must be demonstrable and recorded for communication to the Housing provider at Housing Review Meetings.

11.1.3 Private Rental/ Other long term options

If private rental is nominated as the only exit strategy on the Housing Exit Plan, monthly applications for private rental vacancies must be completed. It is the responsibility of the both the tenant and the support provider to ensure private rental accommodation is accessed as soon as possible. Evidence of this process must be communicated to the housing provider at Housing Review Meetings.

11.1.4 Realistic Housing Advice and Planning

Support and housing providers need to provide realistic housing advice for tenants and create reasonable housing expectations. Realistic housing options are based on the availability of certain types of housing, wait times for public housing and area referencing.

An achievable Housing Plan will give consideration to the availability of types of public housing stock. If exemptions and housing modifications are required then this needs to be balanced against waiting times for such a property and if such a property currently exists within the DHS stock portfolio.

It is not appropriate to create public housing applications that contain exemptions and modification requirements that would extend the wait time beyond a reasonable time. Due consideration needs to be made to the current THM guidelines which sets 12 months as the maximum duration of tenancy and up to 18 months for young people. Good outcomes may take longer, but 12 months should remain as a benchmark.

Debt outstanding for previous public housing tenancies or bond loans may also extend a tenant's wait time for a new public housing property. All debt issues must be resolved with DHS in the public housing application stage and regular payments from the client need to be ensured by the support provider.

Prospective private rental applications need to be judged as achievable based upon a client's income. Housing Affordability Guidelines currently identify an achievable rental payment at 30% of a person's overall gross income. This is also to be the guideline for transitional housing exit planning with respect to private rental.

3.1.5 Failure to Lodge an Application

Sometimes there might be factors that preclude an application being lodged. These factors need to be communicated to the housing provider along with supporting documentation, where possible and appropriate. Every attempt needs to be made by the support provider to progress the application and these attempts need to be demonstrable to the housing provider.

If the support provider has made every attempt to engage the tenant in the lodgement process and this has not occurred within the first 6 months of a tenancy then a housing provider may issue a 120 Notice to Vacate (NTV). This process must be clearly communicated to the support provider and tenant. The NTV will be revoked if the application is lodged within due time or the tenant engages with the application process or provides supporting evidence of circumstances which are impeding the lodgement of an application i.e. medical issues, grief/ loss issues etc.

11.2. Communication

Secure and effective transitional housing tenancies are built on honest and regular communication between all of the stakeholders.

Any issues which relate directly to the tenancy, the safety and welfare of the tenant or their family, the safety and welfare of workers or other members of the community, and changes in the support or tenancy need to be communicated between all stakeholders in a timely and direct way.

Other important areas of communication include information exchange relating to any:

- Breaches or anticipated breaches of a Tenancy Agreement or Partnership Agreement;
- Illegal behaviour occurring at a property;
- Decision by a client/tenant to vacate a property;
- Any claim by a client/tenant of a breach of the RTA or a Tenancy Agreement by the housing provider;
- Any outstanding safety issues in a property.

11.3. The Case/Support Plan

Good practice requires a case plan that is established prior to a tenancy commencing. However it is acknowledged that in some exceptional cases this may not occur.

Case plans are developed by the support provider according to *SAAP Case Management Guidelines* and the specific focus and protocols of the support agency. Case plans will be client focused and developed in collaboration with the client/tenant. Clients/tenants have a copy of the case plan and it is subject to three month reviews.

While case plans and their detail remains the domain of the support provider and the tenant, an essential component of all case plans must be to provide comprehensive support to tenants to manage their tenancies and access and sustain permanent housing. This includes addressing budgeting and financial issues where appropriate as well as making attempts to work with the tenant to access a range of specialised support services and, where appropriate, employment, training and education opportunities in order to move forward.

11.4. Support Provision

Flexible support should continue for the duration of a tenancy in response to the needs of the client. Changes to support provision need to be clearly articulated to both the tenant and the housing provider. Continuity of support, through worker consistency, is good practice and where possible there should be minimal handovers and changes to the case manager. However there is an acknowledgement that there remain significant resourcing issues for support agencies, which may impede the application of the continuity of care principle.

11.5. Engagement

The onus for engagement with support is on both the support provider and the tenant. Support providers must be assertive and proactive in engaging the tenant. The tenant has a responsibility to engage with support as part of a transitional housing arrangement.

It is best practice that a support provider initiates engagement with a tenant at least once a week by phone. Home visits are conducted every two weeks in the early stages of a tenancy, but this may become more irregular as the tenancy progresses. Contact should continue at least fortnightly throughout the tenancy.

Attempts to engage a tenant who is not engaging with support should be made by multiple phone calls and correspondence. Housing providers also need to attempt to engage with the tenant via letter and phone call to reiterate to the tenant that they must engage with support in order to maintain the tenancy. Where there are safety concerns the support provider should communicate this to the housing provider and initiate a safety check with the police. Where there is known family violence or other issues relating to prior threats or violence against the tenant then the safety check process is mandated.

The tenant and support provider may seek to access an alternate support provider through IA&P processes. Until such time as an alternate support provider is found, the existing support provider is required to maintain contact with the housing provider and attend Tenancy Review Meetings.

Support providers must remain in regular communication with housing providers around non engagement issues, and record all of their attempts to engage for the housing provider's review. If a client has not engaged with support for a period of three months, housing providers can initiate an Access Meeting featuring all three stakeholders to address issues of non engagement.

If a tenant is not engaging with a support provider, and every demonstrable attempt has been made to engage them, this will result in a 120 Day Notice to Vacate issued by the housing provider.

11.6. Urgent Maintenance

During working hours tenants should notify the housing provider of urgent maintenance problems. The housing provider will notify COMAC - the Community Housing Maintenance section of the Office of Housing - immediately. Outside working hours tenants should use the emergency after hour's number provided at sign-up or on request.

If a property is uninhabitable and repairs cannot be carried out within 24 hours the housing provider will do everything possible to provide alternative housing.

11.7. General Maintenance

General repairs should be reported to the housing provider as soon as possible, It is preferable that the tenant reports maintenance problems directly to a housing provider. Detailed information is often needed to clarify the nature of the problem, and therefore the repairs required.

Tenants are to provide access for contractors to carry out repairs. Housing providers do not have the resources to attend properties while maintenance is being carried out.

The housing provider will provide the tenant's phone number to COMAC, providing that the tenant has consented to this. In some circumstances contractors will visit the property without notifying the tenant first. If the tenant is not home the contractor will either leave a card (with a contact phone number) and the tenant is expected to contact the contractor to arrange a mutually agreeable time. Housing providers will liaise between contractors and tenants for tenants who cannot deal directly with the contractors.

Lawns are maintained by contractors appointed by the housing provider unless otherwise negotiated with the tenant.

11.8. Property Inspections

All property inspections are to be conducted in line with the RTA. This means that routine property inspections are to be conducted no more than once every six months and tenants must receive at least 24 hours written notice, unless they have given prior verbal consent.

Other incidents when a housing provider has the right to initiate a property inspection include;

- Evidence that the property has been abandoned
- Notification of property damage
- There is suspected safety issues at the property
- DHS has requested a property inspection
- The common protocol has been breached

11.9. Tenancy Review Meetings

Tenancy review meetings include all stakeholders in a transitional housing tenancy. Tenancy Review Meetings are an opportunity for the tenant, support provider and housing provider to address any issues relating to the tenancy and review the Housing Plan and its progress.

Best practice is for quarterly tenancy review meetings, particularly in the first 12 months of a tenancy. At least two of these meetings should be conducted at the transitional housing property. It is the policy of some housing providers that all reviews must be carried out at the property. Where this is not the case some reviews may be office based or even via a three way phone call.

If the tenant has identified issues with the support provider, they may bring another support to the Tenancy Review Meeting; however their original support providers will also attend.

In the event that the tenant does not attend a Tenancy Review Meeting the housing and support providers will still meet to discuss how to address ongoing tenancy issues and progress the housing plan.

11.10. Temporary Leave of Absence

Temporary leave of absence of a transitional housing property can be granted under the following circumstances:

- Incarceration
- Overseas/interstate trip
- Rehabilitation.

In these circumstances rent can be suspended at the discretion of the housing provider. Typically a temporary leave of absence should not extend beyond three months and in the case of rehabilitation or an overseas trip, two weeks notice to the housing provider is required. There can be flexibility to the amount of time granted for a temporary leave of absence, but this needs to be discussed with the housing provider and supporting documentation may need to be provided where applicable. The cornerstone of this process is good communication between all three stakeholders to ensure the housing provider has awareness of the tenant's whereabouts and return date. Where there is a temporary leave of absence it is the support provider should ensure that the relevant authorities, such as Centrelink and the Office of Housing, are aware of the absence.

11.11. Staying Away

Tenants may choose to stay away from their property with friends or family. There are no RTA restrictions of this activity, however if the tenant begins to stay away from their property extensively and there is no apparent risk to themselves, this may be an issue to be raised during a Tenancy Review Meeting between the three stakeholders to the tenancy. Transitional housing aims to provide stable and safe housing options for those experiencing or at risk of homelessness. If the tenant has alternative safe housing options then their requirement for transitional housing might be reduced. Extensive staying away is not in the spirit of the aims and principles which govern transitional housing. Therefore the reasons for staying away may need to be addressed by all three stakeholders and the tenancy reviewed accordingly.

11.12. Guests

If a transitional housing tenant starts a new relationship or resumes a relationship with a former partner in the course of the tenancy, the partner will be required to also participate in support in order to continue to live at the property.

Support providers becoming aware of a new relationship are expected to communicate this information to the housing provider. With the permission of the housing and support providers, partners of primary tenants may be granted 'resident' status to allow them to live at the property. In such cases, rent would be re-calculated accordingly. However where they pose issues or risks to the primary tenant they would be required to exit the property. Leasees are subject to the same rules, responsibilities and protocol as primary tenants.

Friends of the primary tenant, along with problematic guests, are the tenants' responsibility. Issues that result from the behaviour of guests or friends on the property are also deemed to be the tenants' responsibility. Tenants may have friends staying on an occasional basis on the property, but those individuals deemed to be living at the property on a permanent basis are subject to authorisation from the housing provider. The support provider is expected to notify the housing provider if they become aware of another permanent resident at the property. The housing provider may choose to enter the friend into a residency arrangement or insist that the guest seeks alternate accommodation via an access point.

12. Managing Tenancies At Risk

12.1. Transfers

In some situations, a need arises to transfer a tenant to an alternative property. Most commonly, it is when a head-leased property is being handed back to the Office of Housing, but occasionally a tenant may be transferring from a crisis property to a transitional property, or a property may have become uninhabitable, e.g. after a fire.

Tenants may also request a property transfers. Transfers can only occur under the following circumstances and are subject to property availability;

- Where there is a risk of family violence (emergency housing options need to be sought if there are no alternate transitional housing vacancies available. Family Violence support needs to also be engaged as appropriate.)
- Violence and serious threats from neighbours or associates.
- Violence and serious threats from co tenants.
- Significant change to household size.
- Significant mental and physical health issues which are being exacerbated by the property or location. This needs to be demonstrated with medical documentation.
- Leased property which needs to be handed back.
- Crisis vacancy to transitional vacancy.

The process for transfers is as follows;

- Issue identified to housing provider.
- Evidence of attempts to manage these issues provided to housing provider.
- Issue identified as being exacerbated by the property or location.
- Evidence provided which supports this claim.
- Alternative housing options explored, including evidence of exploration of community housing vacancies and other long term options.
- Housing provider grants transfer base upon an assessment of the urgency, risks and seriousness of the issue.
- Next available property is provided for a transfer, subject to availability.

In situations outside of those listed above alternative remedies to transfers must be sought including intensive support around specific issues and living skills or mediation. Care must be taken not to support tenants to develop unrealistic housing expectations.

In situations where the tenants health or safety are at significant risk as a result of a transitional property or location housing providers need to create transfers as soon as possible. The capacity to respond is subject to the availability of resources, but a tenant can be placed at the top of prioritisation list in the event of significant health or safety issues. Housing providers may need to under occupy properties in order to create emergency transfers.

If a transfer proceeds, the tenant's current property needs to be inspected to identify any issues which may need to be addressed in the next tenancy, or in extreme situations, to prevent the transfer from being approved.

These issues can include either

- the property is in an extremely poor state of cleanliness or repair due to tenant-related damage, and/or
- any other issue that has only been discovered upon inspecting the premises, such as illegal activity occurring on the premises.

12.2. Neighbourhood Disputes

Neighbour complaints will be handled by housing provider as Landlord. Transitional housing properties are a scarce resource and all possible means to maintain sustainable relationships with neighbours and the surrounding community should be undertaken by all stakeholders in transitional housing tenancies.

Neighbourhood disputes that are deemed to be warranted may result in a breach of the tenancy agreement. Support providers are expected to work with the tenant to address neighbourhood disputes and work towards securing both the tenancy and the property. It is the responsibility of the tenant to comply with the RTA. This means not making unreasonable amounts of noise, keeping communal areas free of waste and dumped goods and avoiding threatening or intimidating behaviours.

Neighbourhood disputes can be managed in the following ways;

- House meetings between the tenant and support provider to investigate the dispute (Housing providers can attend to clarify responsibilities under the RTA).
- Meetings led by the housing provider, and attended by the support provider, which mediate between the tenant and the neighbour to discuss the dispute.
- Formal dispute resolution processes.

12.3. Risk of Violence to Workers

The housing provider and the support provider have a duty of care to each other to ensure that risks related to violence and intimidation, as perpetrated by the tenant or a tenant guest or family member, are minimised. As soon as a support or housing provider experiences serious threat or intimidation and/or violence they must ensure that the other stakeholder agency and the specific worker are notified immediately.

If a support provider or housing provider experiences a serious threat, intimidation and/or violence they must notify their manager. A manager or coordinator from the agency may seek to identify alternate arrangements for the tenancy or support provision.

If a support provider or housing provider deems the incident to be serious enough to warrant withdrawal of support then the other stakeholders must be notified as soon as possible and by phone.

12.4. Risk of Violence to Tenants

If tenants are at risk of violence from former partners, visitors to the property, co-tenants or neighbours, then communication needs to occur immediately between tenancy and support providers in order to ensure every protection is afforded to the tenant and any workers who may be attending the property.

If an Intervention Order is in place then locks can be changed. This can be initiated by the support provider. First an attempt must be made to contact the housing provider to change the locks. If this is after hours, a call to the THM after hours line is recommended before any further action is attempted. Support providers must determine if the locks require immediate changing (if this is the course of action then consideration should be given to the fact that the THM will have to change to locks again, at a significant cost, to meet their own regulations) or if emergency accommodation or refuge is the necessary action. Information about these outcomes must be reported to the housing provider as soon as possible.

12.5. Breach

Breach of a transitional housing tenancy will be determined by the RTA definitions.

Breaches of the tenancy agreement include:

- Failure to pay rent regularly.
- Damage to the property.
- Failure to keep the premises in a reasonably clean condition.
- Use of the premises for illegal purposes.
- Use of the premises in such a way as to create a nuisance.
- Sub-letting without consent.
- Failure to allow co-Tenants or neighbours quiet enjoyment.
- Keeping pets without permission.
- Failure to allow contractors access to the property.
- Removal of furniture and household goods that are the property of the THM.
- Changing the locks.
- Failure to pay for damage intentionally caused to the property by the tenant or the tenant's visitors.

There are options for mediating breach between support and housing providers and the tenant. Communication about all breaches must be relayed to the support provider and the tenant in a timely way. If a breach notice is issued, housing providers are encouraged to make contact with both the support provider and the tenant by phone to ensure comprehension of the issue and initiate resolution procedures.

Some breaches, such as alleged theft and serious damage, may be reported to the police. Notice of intention to initiate police contact will also be reported to the support provider.

12.6. Property Damage

Property damage needs to be reported to the housing provider as soon as possible. Support providers must encourage tenants to report property damage to the housing provider whenever they become aware of it.

If a tenant or a tenant's visitor is determined to have caused the property damage then that tenant is liable for all costs.

If a police report is provided the housing provider may utilise their discretion to waive the liability.

12.7. Arrears

The rent arrears procedure aims to be fair and reasonable while ensuring that tenants are aware of the expectation that they pay rent and the eventual consequence if rent is not paid. Housing providers will contact a tenant or support provider in the event of a missed rent payment.

Support providers will receive copies of all arrears correspondence sent to tenants and are expected to assist tenants to negotiate a repayment agreement and to address issues contributing to non-payment.

Tenants are informed that they may seek independent and free legal advice from the Tenant's Union.

12.8. Recovering Arrears

This process will be followed in the event that a tenant is in rent arrears:

- A letter will be sent to the tenant requesting that they contact a housing provider as soon as possible.
- The tenant can repay the arrears in full or enter into a rental arrears repayment agreement.
- A tenant who fails to contact the housing provider or pay rent within the nominated time will receive a second letter and a phone call.
- Housing providers will contact support providers, where possible by phone.
- Support providers will have access to all relevant communication and be provided with copies of all arrears documentation.
- Support providers will encourage tenants to contact a housing provider and to work with tenants around living skills and financial management issues, which may have led to the arrears.

Sustained attempts will be made to contact the tenant/support provider, and engage in a Tenancy Review Meeting to manage arrears and associated issues, prior to any legal action.

12.9. Legal Action arising from Arrears

- If the tenant has not responded to persistent efforts from both the support and housing provider to contact them about arrears, or if an arrears agreement has been broken, the THM can issue a 14-day Notice to Vacate and make an application to VCAT for a Hearing.
- Legal notices are sent to the tenant by registered post. Housing provider should also make further attempts to contact the tenant by phone in order to ensure that the ramifications of the legal notice are understood by the tenant. Support providers should also be notified prior to the legal notice being sent to the tenant.
- Support providers will be faxed or emailed copies of legal notices, letters and all other relevant documentation.
- Support providers are expected to also continue to try and make contact with the tenant and in the event of making contact with the tenant broker contact with the housing provider.
- Tenants can still make an agreement with their tenant agency at this stage of the process, however the hearing will usually proceed. Evidence of this agreement will be supportive to the tenant's case at the hearing.
- If the tenant attends the hearing the housing provider will seek ratification of the agreement at the hearing (a legal agreement).
- Support providers should also attend the hearing in a tenant support capacity. Support providers should endeavor to work with housing providers to create a united front to deliver the same messages to the tenant about maintaining housing and rental payments, where required.
- Support providers should collaborate with the housing provider and the tenant to ensure an outcome that secures the tenant's housing, avoids a homeless outcome and makes reparations for arrears.
- If the tenant does not attend the Hearing, the tenant agency will seek an Order of Possession.
- When a legal agreement has been made there will be no further arrears action if the agreement is maintained.
- If the legal agreement is not maintained the tenant agency will seek a re-hearing and request an Order of Possession.
- If the tenant has not contacted the tenant provider prior to the hearing to negotiate

repayments and does not attend the hearing, the tenant agency will seek an Order of Possession at the tribunal hearing.

- If the tenant demonstrates to the housing provider that the arrears have been paid in full an adjournment for up to three months may be granted by VCAT.
- Support providers will address issues that have led to arrears in their case planning with tenants by supporting access to financial counseling and building budgeting and living skills. Support providers will also attend to other issues which may have contributed to arrears, such as mental health or substance abuse and ensure adequate support for the tenant is in place going forward.

12.10. Safety checks

If a support provider has been unable to contact the tenant for a period of time and is concerned about the welfare of the tenant, the support provider can, in consultation with the housing provider, organise for a safety/welfare check to be conducted by the police. It is up to the support provider to determine when a safety/welfare check should occur. This will be based on knowledge of the tenant and of their relative vulnerability.

12.11. Critical Incidents

Support providers must notify the housing provider as soon as possible of any critical incident involving current transitional tenants. This communication needs to occur by phone and requires follow up to ensure the message was received.

The housing provider will also provide notification of critical incidents as soon as possible to the support agency. This communication will occur by phone and follow up will be ensured.

The housing provider is required to report critical incidents to the Department of Human Services. There are two levels of critical incidents defined by the Department of Human Services.

Support providers should familiarise themselves with the DHS Critical Incident reporting requirements.

12.12. Police Involvement

Housing providers will assist police with key provision in the event of a warrant that has been sighted. The support provider must be informed of a warrant.

13. Exiting transitional housing

13.1. Planned Exits

A planned exit is one where the tenant gives notice of moving from transitional housing and this exit is planned for with adequate notice by both the housing and support provider.

Tenants are responsible for notifying a housing provider when vacating a property. It is expected that the support provider will encourage the tenant to do so, and that the support provider will also advise the housing provider. Tenants are encouraged to give at least 14 days notice of their intention to vacate; however, it is acknowledged that circumstances may prevent this from happening.

Tenants must return keys as soon as possible, preferably on the same day as the last of the removals is completed or within 24 hours of this at latest, in order to ensure that the property may be re tenanted as soon as possible. Transitional housing is a scarce resource and all stakeholders must work wherever possible to ensure that other people experiencing or at risk of homelessness have expedient access to this accommodation.

A planned exit is not complete until all keys are returned and appropriate exit forms signed. Therefore, if the tenant has left the property but not returned the keys etc. then rent will be charged until the tenancy has been ended formally as stated above.

The property will be inspected by a housing provider (ideally with the tenant and support provider) at the completion of the tenancy. At this inspection the condition report and inventory are completed; any changes, damages or missing items are noted and negotiation should occur with the tenant to pay for these if appropriate. Tenants and support providers should endeavor wherever possible to ensure that properties are left in a clean and livable state, with minimal damage so they can be re tenanted as quickly as possible.

Disputed maintenance charges should come before VCAT for determination.

13.2. Eviction

Eviction is to be used only as an absolute last resort, when every other possible alternative has been exhausted. Housing and support providers need to place the clients' needs at the centre of all that they do and work towards a solution that avoids repeated instances of homelessness as an outcome.

13.3. Orders of Possession

Orders of Possession are where VCAT has determined that the tenant can be evicted from the property. Orders of Possession are valid for 6 months from the Hearing date. Once the housing provider has been granted an Order of Possession a Warrant can be purchased at any time. It is still possible to negotiate with the housing provider at this stage however higher repayments will be required and the method of payment will be reviewed. Active cooperation with the support provider may also be required for continuing the tenancy at this stage.

Once an Order of Possession has been granted the following steps are taken:

- a) A letter is sent to the tenant stating that the housing provider has an Order for Possession and requesting the Tenant contact a housing provider to discuss their situation within 5 working days.
- b) If the Tenant makes contact a repayment agreement may be negotiated. The continuation of the tenancy may be conditional upon the Tenant:
 - Making rent and arrears repayments through Centrepay,

- Following up with the Support provider,
- Reaching agreed steps in their housing plan, and/or
- Committing no further tenancy breaches.

The tenancy will be closely monitored during the life of the Order of Possession.

- c) If the Tenant does not make contact, or if an Agreement is not maintained, the housing provider will purchase a Warrant and commence eviction procedures.

13.4. Property Abandonment

A property abandonment is a situation in which the tenant moves out of the property without notifying the housing provider, and with no intention to return. The support provider must immediately notify the housing provider if they suspect that a tenant has abandoned their property.

Housing providers will send a letter to the transactional property to ascertain whether the property has been abandoned. In the event of no response they will initiate a property inspection. If they suspect that the property has been abandoned, they will apply to VCAT seeking a formal Declaration of Abandonment.

13.5. Goods left behind

Housing providers must follow the provisions set out in the RTA (1997) in regards to all goods left behind. Wherever possible, tenants and support providers must work to ensure possessions are not left at transitional properties after the tenant exits, as this extends the timeline for re-tenancing the property.

Abandoned property where necessary will be assessed and costed by an Inspector of the Office of Fair Trading and disposed of accordingly.

Wherever possible, support and housing providers must collaborate to ensure that tenants are contacted in order to ensure that abandoned property is claimed.

13.6. Immediate Notice to Vacate

An Immediate Notice to Vacate is only issued under extreme and select circumstances and includes:

- Significant incidents of deliberate and intentional damage by occupant or visitor.
- The premises are totally or partially destroyed and unsafe, or unfit for living.
- The occupant or visitor is putting other occupants or neighbours in danger.

If an Immediate Notice to Vacate is issued an application will be made to VCAT for an urgent Hearing to seek an Order of Possession.

Support providers will be notified of any action taken and requested to provide appropriate support where needed (e.g. for any or all Tenants involved).

Orders of Possession in these circumstances are only granted where there is substantial evidence to support the application.

Where an Order of Possession is granted a Warrant may be purchased and delivered to the Police on the same day.

Appendix 1: Checklist of Roles and Responsibilities

Tenant:

- Commit to case plan and work towards identified goals.
- Collaborate with IAP and support providers to develop an Anticipated Exit Plan.
- Commit to housing plan and endeavour to complete housing application by providing all necessary documentation and information as quickly as possible and/or search from private rental options.
- Be available for tenancy review meeting and access meetings.
- Meet and communicate regularly with support provider.
- Respond to housing provider's communication.
- Pay rent regularly and on time.
- Report all tenancy issues, including issues paying rent on time, to tenancy or support provider.
- Work with tenancy and support provider to resolve all tenancy issues.
- Raise issues with tenancy or support provision to the appropriate provider.
- Maintain property to a clean and liveable standard.
- Treat tenancy and support providers, neighbours and other members of the community with respect.
- Endeavour to be a good neighbour as per the description in the RTA.

Support provider:

- Provide on-going support and case management throughout the life of the tenancy.
- Provide client focused and empowering support designed to address the issues that have exacerbated or impacted the tenant's experience or risk of homelessness.
- Assist the tenant to advise the housing provider of any specific furniture requirements and income level prior to Sign Up. Assist the tenant to organize utility connection if this is required prior to Sign Up.
- Prioritise an outcome of permanent housing and an end to the experience of homelessness as an outcome.
- Regularly visit the tenant at the property and report any pertinent issues to the housing provider (at least once per fortnight in the first 12 months).
- Regularly make phone contact with the tenant (at least once per week in the first 12 months).
- Develop and implement a written Anticipated Exit Plan and a Housing Plan with the tenant.
- Review and update the housing plan regularly during the tenancy. Explore all viable exit options in collaboration with the tenant.
- Ensure a public housing application is lodged with DHS (if applicable). Follow up all additional requests for information and documentation from the Department.
- Notify housing providers when support arrangements alter e.g. when Support Workers change.
- Participate in the Housing Review Meeting and make recommendations regarding extensions of the tenancy.

- Support tenants and collaborate with housing providers for the best outcomes for tenants around any issues that may affect the tenancy.
- Advocate on behalf of tenants to DHS as required.
- Work with tenants to resolve disputes between co-tenants in shared properties.
- Encourage the tenant to abide by the RTA, other agreements including arrears repayment agreements or legal agreements and the Transitional Housing Common Protocol.
- Encourage and facilitate the reportage of changes to those living at the property and periods absent from the property to the housing provider.
- Encourage the tenant to give appropriate notice prior to vacating the property and deliver keys to the housing provider upon vacating.
- Ensure they are accessible to the housing provider should issues arise that threaten the tenancy.
- Notify the housing provider if they are aware that a property is vacant or that there is damage to a property.

Housing provider:

- Manage tenancies in accordance with the Residential Tenancies Act 1997.
- Maintain collaborative and communicative working relationships with tenants and the nominating agency.
- Provide access for the tenant to a safe, clean and fully functioning medium term accommodation.
- Ensure that tenants are informed of their rights and responsibilities under the RTA, other agreements and the common protocol.
- Ensure tenants understand the aims of a transitional housing tenancy, its medium term nature and the different functions and roles of the tenancy and support providers.
- Work with support providers and tenants to end the tenant's experience of homelessness and support their access to permanent housing.
- Conduct quarterly Tenancy Review Meetings.
- Review and monitor housing plans and the progress of these plans.
- Monitor rent payments and issue rent statements.
- Adjust rents as required.
- Respond to breaches of tenancy conditions, including neighbourhood complaints and implement arrears procedure and work towards an outcome that collaborates wherever possible with support providers and tenants around an outcome that avoids an exit to homelessness.
- Refer tenants to independent sources for tenancy advice as appropriate.
- Ensure maintenance requests are promptly addressed and that accommodation is safe.
- Ensure grounds are well maintained.
- Liaise and collaborate with support provider if tenancy is threatened. Provide copies of all relevant documentation to both parties.