



Housing Authority Maintenance Policy Manual

2024



Contents

| | |
|---|----|
| PART A: OVERVIEW | 12 |
| What's in the Maintenance Policy Manual?..... | 12 |
| What is Maintenance Policy about?..... | 12 |
| Legislative Background | 12 |
| Recordkeeping | 12 |
| Aim of Maintenance Policy | 13 |
| Design and Layout | 13 |
| Part A: Overview | 13 |
| Part B: Policy Statements and Rules..... | 13 |
| Subpart 1 - Preparing a Property for a Tenancy..... | 14 |
| Subpart 2 - Tenant and Housing Authority Responsibilities and Entitlements during a Tenancy..... | 14 |
| Subpart 3 - When Things Break Down..... | 14 |
| Subpart 4 - Tenant Liability | 14 |
| Subpart 5 - When a Tenant Moves Out..... | 14 |
| Subpart 6 - Legal Matters | 14 |
| Part C: Further Information | 14 |
| How to use this Manual | 14 |
| Policy Statements and Rules..... | 15 |
| Examples..... | 15 |
| Example 1: How a Business Rule provides detail to a Policy Statement..... | 15 |
| Policy Statement..... | 15 |
| Rule | 16 |
| Procedure | 16 |
| Example 2: How a Rule can provide an example of applying the Policy to a particular scenario..... | 16 |
| Policy Statement..... | 16 |
| Rule | 16 |
| Procedure | 16 |
| How to search for Policy Statements and Rules | 16 |
| Using the Hyperlinks..... | 17 |
| Numbering System | 18 |
| Symbols | 18 |
| PART B: POLICY STATEMENTS AND RULES | 19 |
| SUBPART 1 - Preparing a Property for a Tenancy | 19 |
| POLICY STATEMENTS | 19 |

| | |
|---|----|
| 1.1 Condition a Property should be in when a Tenant moves in | 19 |
| 1.2 Assessing the Condition of a Property (Property Condition Reports)..... | 19 |
| 1.2.1 Ingoing Property Condition Report to be given to Tenant | 19 |
| 1.3 Which Properties will have: | 19 |
| 1.3.1 Cooling | 19 |
| 1.3.1 (a) North West, Kalgoorlie or Remote Areas..... | 19 |
| 1.3.1 (b) New Constructions in the North West | 19 |
| 1.3.2 Fencing | 20 |
| 1.3.3 Heating | 20 |
| 1.3.3 (a) Seniors and people with disabilities | 20 |
| 1.3.3 (b) All Other Accommodation..... | 21 |
| 1.3.4 Insulation | 21 |
| 1.3.5 Letterboxes..... | 21 |
| 1.3.6 Residual Current Devices (RCDs) | 21 |
| 1.3.7 Security | 21 |
| 1.3.7 (a) Seniors | 22 |
| 1.3.7 (b) New Construction | 22 |
| 1.3.7 (c) Upgrades | 22 |
| 1.3.7 (c) (i) Suburbs with Ongoing Security Problems..... | 22 |
| 1.3.8 Smoke Alarms | 22 |
| 1.3.8 (a) Smoke Alarm Requirements | 22 |
| 1.3.8 (a) (i) Type of Smoke Alarms Installed | 22 |
| 1.4 Properties that won't be Let (Non-Lettable) | 23 |
| RULES | 23 |
| R 1.1 Preparing the Property for Letting..... | 23 |
| R 1.1.1 Air Conditioners..... | 23 |
| R 1.1.2 Bores | 23 |
| R 1.1.3 External Buildings and Attachments | 23 |
| R 1.1.4 External Claddings | 24 |
| R 1.1.5 Fencing | 24 |
| R 1.1.6 Fittings and Appliances | 25 |
| R 1.1.7 Grass | 25 |
| R 1.1.8 Tenant Improvements..... | 25 |
| R 1.1.9 Paintwork (External)..... | 25 |
| R 1.1.10 Paintwork (Interior)..... | 26 |
| R 1.1.11 Quarter Round (Quads)..... | 26 |
| R 1.1.12 Rubbish..... | 26 |

| | |
|--|-----------|
| R 1.1.13 Security..... | 26 |
| R 1.1.13 (a) New Constructions Security Items..... | 26 |
| R 1.1.13 (b) Suburbs with Ongoing Security Risks..... | 26 |
| R 1.1.14 Swimming Pools, Spa Pools and Fishponds | 27 |
| R 1.1.15 Tenant Supplied Items (Floor Coverings/Window Treatments) | 27 |
| R 1.1.16 Tree Management..... | 27 |
| R 1.1.17 Wallpaper/Wall Treatments/Panelling | 27 |
| SUBPART 2 - Tenant and Housing Authority Responsibilities and Entitlements during a Tenancy | 28 |
| POLICY STATEMENTS | 28 |
| 2.1 Housing Authority Responsibilities | 28 |
| 2.1.1 Generally | 28 |
| 2.1.2 In Multi Accommodation Complexes | 29 |
| 2.1.2 (a) Strata Complexes | 29 |
| 2.1.2 (b) Estates | 29 |
| 2.1.3 Non-standard Items | 29 |
| 2.1.4 New Living, Redevelopment and Refurbishment Programs | 30 |
| 2.2 Housing Authority Entitlements..... | 30 |
| 2.2.1 Access to the Property..... | 30 |
| 2.2.2 Property Inspections | 30 |
| 2.3 Tenant Responsibilities..... | 31 |
| 2.3.1 Tenant to Provide Access for Maintenance | 31 |
| 2.3.2 Keys (Tenant) | 31 |
| 2.3.3 Property Inspections | 31 |
| 2.3.4 Upkeep of Property..... | 31 |
| 2.3.5 Utility Charges | 32 |
| 2.3.6 Water Consumption Charges..... | 32 |
| 2.4 Tenant Entitlements..... | 32 |
| 2.4.1 Cooling | 32 |
| 2.4.1 (a) Tenant to Maintain Air Conditioning Units..... | 33 |
| 2.4.2 Electronic Doors | 33 |
| 2.4.3 Fencing | 33 |
| 2.4.4 Heaters..... | 34 |
| 2.4.4 (a) Seniors and People with Disabilities | 34 |
| 2.4.4 (b) All Other Accommodation..... | 34 |
| 2.4.4 (c) Applying for a Room Heater | 34 |
| 2.4.5 Improvements/Fixtures (including Security) | 34 |
| 2.5 Damage and Repairs (Tenant) | 35 |

| | |
|--|----|
| 2.5.1 Tenant to Report Damage:..... | 36 |
| 2.5.1 (a) Reporting of Damage by Parties not signatory to the Tenancy Agreement | 36 |
| 2.6 Damage and Repair Timeframes (Housing Authority)..... | 36 |
| 2.6.1 P1 Emergency Work Orders | 36 |
| 2.6.2 P2 Urgent Work Orders | 36 |
| 2.6.3 P3 Priority Work Orders | 36 |
| 2.6.4 Routine Work Orders | 36 |
| 2.6.5 Timeframes for Repairs in Remote Areas | 36 |
| RULES | 37 |
| R 2.1 Tenant and Housing Authority Responsibilities and Entitlements regarding..... | 37 |
| R 2.1.1 Access - Contractors to wear Protective Footwear | 37 |
| R 2.1.2 Cyclical Maintenance | 37 |
| R 2.1.3 Electronic Door Requests..... | 37 |
| R 2.1.3 (a) Factors to consider with Electronic Door Requests..... | 37 |
| R 2.1.3 (b) Alternative Options to Electronic Doors | 38 |
| R 2.1.3 (c) For New Constructions | 38 |
| R 2.1.3 (d) Appeals on Electronic Door Declines..... | 38 |
| R 2.1.4 Estates (Housing Authority)..... | 38 |
| R 2.1.5 Fencing | 39 |
| R 2.1.6 Gutters (Housing Authority)..... | 39 |
| R 2.1.7 Heaters | 40 |
| R 2.1.7 (a) Type of Heater Provided..... | 40 |
| R 2.1.7 (a) (i) Wood Burning Heaters | 40 |
| R 2.1.7 (b) Servicing of Unflued Heaters | 41 |
| R 2.1.8 Improvements/Fixtures (including Security)..... | 41 |
| R 2.1.8 (a) Structures..... | 41 |
| R 2.1.8 (b) Maintenance on Tenant Installed Improvements..... | 41 |
| R 2.1.8 (c) Minor Improvements..... | 41 |
| R 2.1.8 (c) (i) Basketball Rings | 42 |
| R 2.1.8 (c) (ii) Existing Basketball Rings (Tenant)..... | 42 |
| R 2.1.8 (d) Swimming Pools and Spa Pools..... | 42 |
| R 2.1.8 (e) Security | 42 |
| R 2.1.8 (e) (i) Suburbs with Ongoing Security Risks | 43 |
| R 2.1.8 (e) (ii) Upgrades | 43 |
| R 2.1.8 (e) (iii) Roller Shutters/Security Screens..... | 43 |
| R 2.1.8 (f) Reimbursement for Tenants undertaking their own Improvements | 44 |
| R 2.1.9 Insurance | 44 |

| | |
|---|-----------|
| R 2.1.9 (a) Building Insurance..... | 44 |
| R 2.1.9 (b) Contents Insurance | 45 |
| R 2.1.10 Painting (Internal)..... | 45 |
| R 2.1.11 Pests | 45 |
| R 2.1.12 Planned Maintenance | 46 |
| R 2.1.13 Tenant Arrangements during Refurbishments..... | 46 |
| R 2.1.14 Smoke Alarms | 48 |
| R 2.1.15 Tree Management..... | 48 |
| R 2.1.15 (a) Tenant to notify Housing Authority of Dangerous Tree | 49 |
| R 2.1.15 (b) Exemption from Lopping | 49 |
| R 2.1.16 Upkeep of Property (Tenant) | 49 |
| R 2.1.16 (a) In Multi Accommodation Complexes..... | 50 |
| R 2.1.17 Water Consumption Charges in Shared Tenancies | 50 |
| SUBPART 3 - When Things Break Down | 50 |
| POLICY STATEMENTS | 50 |
| 3.1 What is Maintenance?..... | 50 |
| 3.2 How is Maintenance carried out? | 50 |
| 3.3 Maintenance Categories | 50 |
| 3.3.1 P1 Emergency Work Orders | 51 |
| 3.3.2 P2 Urgent Work Orders | 51 |
| 3.3.3 P3 Priority Work Orders..... | 51 |
| 3.3.4 P4 Routine Work Orders..... | 52 |
| 3.3.5 Discretion for Emergency, Urgent and Priority Maintenance | 52 |
| 3.3.6 Timeframes for Repairs in Remote Areas | 52 |
| 3.3.7 Planned Maintenance | 52 |
| 3.3.8 Cyclical Maintenance..... | 52 |
| 3.4 What is After Hours? | 52 |
| 3.5 What is a Non-standard Item?..... | 53 |
| 3.6 What does a Tenant do if a Property needs... .. | 53 |
| 3.6.1 Routine, Priority, Urgent or Emergency Maintenance?..... | 53 |
| 3.6.2 Emergency or Urgent Maintenance After Hours?..... | 54 |
| 3.6.2 (a) Tenant Charges if not Emergency or Urgent Work | 54 |
| 3.7 When will the Housing Authority... .. | 54 |
| 3.7.1 Enter a Property for Maintenance Purposes? | 54 |
| 3.7.2 Attend to Routine Maintenance?..... | 55 |
| 3.7.3 Attend to Emergency Maintenance? | 55 |
| 3.7.3 (a) In Strata Complexes | 55 |

| | |
|--|----|
| 3.7.4 Attend to Urgent Maintenance? | 55 |
| 3.7.5 Attend to Priority Maintenance? | 55 |
| 3.7.6 Do Maintenance on Properties to be Developed or Demolished? | 55 |
| 3.8 Damage Claimable on Housing Authority Building Insurance | 56 |
| 3.9 Damage caused Intentionally or through Neglect or Recklessness (Tenant Liability) | 56 |
| 3.10 New Living, Redevelopment and Refurbishment Programs..... | 56 |
| RULES | 57 |
| R 3.1 What happens if a Property..... | 57 |
| R 3.1.1 Has a Broken Air Conditioner? | 57 |
| R 3.1.2 Has a Broken Bore?..... | 57 |
| R 3.1.3 Has a Broken Door or Window? | 57 |
| R 3.1.4 Has an Electrical Fault? | 58 |
| R 3.1.5 Needs Fencing Repaired or Installed? | 59 |
| R 3.1.5 (a) Provision of Wing Fences..... | 59 |
| R 3.1.5 (b) Repair of Dividing and Wing Fences | 59 |
| R 3.1.5 (c) Sufficient Fence (Dividing and Wing Fences) | 60 |
| R 3.1.5 (d) No Cost to Tenants for Dividing and Wing Fences..... | 60 |
| R 3.1.5 (e) Front and Return Fences | 60 |
| R 3.1.5(e) (i) Provision of Return Fences..... | 60 |
| R 3.1.5 (e) (ii) Front Fences..... | 61 |
| R 3.1.5 (e) (iii) Front and Return Fences - Repair..... | 61 |
| R 3.1.6 Has a Gas Leak or Fault? | 61 |
| R 3.1.7 Has Broken Glass? | 62 |
| R 3.1.8 Has a Broken Heater?..... | 62 |
| R 3.1.9 Needs an Improvement? | 62 |
| R 3.1.10 Has a Broken Hot Water System?..... | 63 |
| R 3.1.11 Needs a Non-standard Item Repaired? | 63 |
| R 3.1.12 Needs Painting?..... | 63 |
| R 3.1.12 (a) External Painting | 63 |
| R 3.1.12 (b) Internal Painting | 64 |
| R 3.1.13 Is Infested with Pests? | 64 |
| R 3.1.13 (a) Housing Authority Responsibilities..... | 64 |
| R 3.1.13 (a) (i) Advice to Tenant | 65 |
| R 3.1.13 (b) Tenant Responsibilities..... | 65 |
| R 3.1.14 Has a Plumbing Problem?..... | 65 |
| R 3.1.14 (a) Burst Water Pipe | 65 |
| R 3.1.14 (b) Blocked/Broken Toilet (Ped Pan)..... | 65 |

| | |
|--|-----------|
| R 3.1.14 (c) Blocked Waste Pipe..... | 65 |
| R 3.1.14 (d) Septic Tanks/Soak Wells | 66 |
| R 3.1.14 (e) Broken Tap Washer | 66 |
| R 3.1.15 Has a Leaking Roof?..... | 66 |
| R 3.1.16 Needs Security?..... | 66 |
| R 3.1.17 Has a Broken Smoke Alarm? | 66 |
| R 3.1.18 Has an Expired Smoke Alarm?..... | 67 |
| R 3.1.19 Has a Broken Stove? | 67 |
| R 3.1.20 Has Damage caused Intentionally or through Neglect or Recklessness (Tenant Liability)? | 68 |
| R 3.1.21 Has a Dangerous Tree? | 68 |
| SUBPART 4 - Tenant Liability | 68 |
| POLICY STATEMENTS | 68 |
| 4.1 Tenant Charges (Tenant Liability) | 68 |
| RULES | 69 |
| R 4.1 Tenant Liability..... | 69 |
| R 4.1.1 During Occupation or on Vacation | 69 |
| R 4.1.2 Factors affecting Tenant Liability Assessment | 69 |
| R 4.1.3 Type of Damage or Items Tenants charged for | 69 |
| R 4.1.3 (a) Adjoining Properties | 69 |
| R 4.1.3 (b) Appliances..... | 70 |
| R 4.1.3 (c) Cleaning and Rubbish Removal | 70 |
| R 4.1.3 (d) Contractor's Costs..... | 70 |
| R 4.1.3 (d) (i) Travel Costs | 70 |
| R 4.1.3 (d) (ii) Call Out Fees and Travel Costs for Emergency Maintenance if Tenant not home..... | 70 |
| R 4.1.3 (d) (iii) After Hours Emergency Call Out Fees..... | 70 |
| R 4.1.3 (d) (iv) Tenant Arrangements – Travel Costs | 71 |
| R 4.1.3 (e) Electrical Faults..... | 71 |
| R 4.1.3 (f) Fencing | 71 |
| R 4.1.3 (g) Fires when Smoke Alarm is Damaged..... | 71 |
| R 4.1.3 (h) Floors - Strip and Polish | 72 |
| R 4.1.3 (i) Fly Wire | 72 |
| R 4.1.3 (j) Forced Entry Damage | 72 |
| R 4.1.3 (k) Glazing..... | 72 |
| R 4.1.3 (l) Grounds/Yard Maintenance | 73 |
| R 4.1.3 (m) Lost Keys | 73 |
| R 4.1.3 (n) Painting..... | 73 |

| | |
|---|-----------|
| R 4.1.3 (o) Plumbing Blockages..... | 73 |
| R 4.1.3 (p) Tenant Installed Items | 74 |
| R 4.1.3 (p) (i) Floor Coverings | 74 |
| R 4.1.3 (p) (ii) Removal or Repairs of Substandard Alterations..... | 74 |
| R 4.1.3 (p) (iii) Front Fencing..... | 74 |
| R 4.1.3 (q) Tree Management..... | 74 |
| R 4.1.3 (r) Window Cleaning | 74 |
| R 4.1.4 Type of Items or Damage not charged to Tenant..... | 75 |
| R 4.1.4 (a) Fair Wear and Tear..... | 75 |
| R 4.1.4 (b) Accidental Damage | 75 |
| R 4.1.4 (c) Forced Entry by Police | 75 |
| R 4.1.5 Damage by Persons not signatory to the Tenancy Agreement..... | 75 |
| R 4.1.5 (a) Tenant to Provide Identity Details of Persons Responsible for Damage | 75 |
| R 4.1.6 Tenant Responsible for Damage until the Tenancy Agreement Ceases | 76 |
| R 4.1.6 (a) If Tenant Abandons the Property | 76 |
| R 4.1.7 How Tenant Liability Charges are Divided in Shared Tenancies and Families | 76 |
| R 4.1.8 Disputes regarding Tenant Liability Charges | 77 |
| R 4.1.8 (a) Unsubstantiated Tenant Liability Charges..... | 77 |
| R 4.1.8 (b) Appeals | 77 |
| SUBPART 5 - When a Tenant Moves Out..... | 77 |
| POLICY STATEMENTS | 77 |
| 5.1 Tenant Responsibilities when Vacating..... | 77 |
| 5.1.1 Notice of Intention to Vacate | 77 |
| 5.1.2 When Tenant Maintenance Responsibilities Expire..... | 78 |
| 5.1.3 Damage and Cleaning Expenses (Tenant Liability)..... | 78 |
| 5.1.3 (a) Cleaning and Rubbish Removal..... | 78 |
| 5.2 Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates | 78 |
| 5.2.1 Pre-Vacation Inspection..... | 78 |
| 5.2.2 Outgoing Inspection..... | 79 |
| 5.2.2 (a) Pre-Vacation Inspection conducted in the presence of a Tenant | 79 |
| 5.2.2 (b) Outgoing Property Condition Report (PCR) | 79 |
| 5.2.3 Tenant Property Improvements/Fixtures | 79 |
| 5.2.3 (a) Remove Tenant Installed Improvements | 80 |
| 5.2.3 (b) Tenant Installed Basketball Rings | 80 |
| 5.2.3 (c) Swimming Pools and Spa Pools | 80 |
| 5.2.3 (d) Reimbursement | 80 |

| | |
|--|----|
| 5.2.4 Wood Burning Heaters to be Removed..... | 81 |
| RULES | 81 |
| R 5.1 Pre-Vacation Inspections | 81 |
| R 5.2 Abandoned Properties | 81 |
| R 5.3 Deceased Estates - Removal of Property | 81 |
| R 5.4 If a Tenant Fails to Return Keys | 82 |
| R 5.5 Assessing Vacated Tenant Liability | 82 |
| R 5.5.1 Outgoing Property Condition Reports (includes properties to be demolished) - Timeframes | 82 |
| R 5.5.2 Heavy Clean | 82 |
| R 5.5.3 Fair Wear and Tear | 83 |
| R 5.5.4 Window Cleaning | 83 |
| R 5.5.5 If not all Tenants are Vacating | 83 |
| R 5.5.6 Vandal Damage after Vacation | 83 |
| R 5.5.7 Properties to be Demolished or Refurbished | 84 |
| R 5.5.7 (a) Properties to be Demolished | 84 |
| R 5.5.7 (b) Properties to be Refurbished..... | 84 |
| R 5.5.8 Waiver of Tenant Liability (Cleaning and Rubbish Removal)..... | 85 |
| SUBPART 6 - Legal Matters | 85 |
| POLICY STATEMENTS | 85 |
| 6.1 Recovery of Damage Costs | 85 |
| 6.1.1 Insurance..... | 85 |
| 6.1.2 Wilful Damage or Arson | 86 |
| 6.1.3 Deceased Estates | 86 |
| 6.2 Fencing (Dividing) | 86 |
| 6.2.1 Vacant Adjoining Land | 87 |
| 6.3 Conflicts of Interest | 87 |
| 6.3.1 Maintenance for Properties occupied by Housing Authority Staff or Relatives.. | 87 |
| 6.3.2 Maintenance Work by Relatives..... | 87 |
| RULES | 87 |
| R 6.1 Recovery of Damage Costs | 87 |
| R 6.1.1 Insurance Claims and Repair Costs for Property Damage | 87 |
| R 6.1.1 (a) Damage by Minors | 89 |
| R 6.1.1 (b) Maintenance..... | 89 |
| R 6.1.1 (c) Repeated Incidents of Property Damage | 89 |
| R 6.1.1 (d) Claims for Specific Items | 89 |
| R 6.1.1 (d) (i) Fencing..... | 89 |
| R 6.1.1 (d) (ii) Glazing | 90 |

| | |
|--|-----------|
| R 6.1.2 Tenant Liability | 90 |
| R 6.1.2 (a) Unsubstantiated Tenant Liability | 90 |
| R 6.1.2 (b) Disputes regarding Tenant Liability Charges..... | 90 |
| R 6.1.2 (b) (i) Court Action..... | 91 |
| R 6.2 Fencing | 91 |
| R 6.2.1 Housing Authority to Build a Sufficient Fence | 92 |
| R 6.2.2 Notice to Owners when Erecting or Repairing a Dividing Fence..... | 92 |
| R 6.2.3 Damage to Fence by Flood, Fire, Lightning, Storm, Tempest or Accident..... | 92 |
| R 6.2.4 Who pays for what? | 92 |
| R 6.2.4 (a) Private Owners..... | 93 |
| R 6.2.4 (b) Non-Accidental Damage | 93 |
| R 6.2.5 Local Authorities..... | 93 |
| R 6.2.6 Disputes with Adjoining Owners | 93 |
| R 6.2.6 (a) Boundary Line Disputes | 93 |
| R 6.2.7 Return Fences | 94 |
| PART C: FURTHER INFORMATION | 95 |
| SUBPART 1: GLOSSARY | 95 |
| Additions - To a Property..... | 95 |
| After Hours | 95 |
| Boundary Fence | 95 |
| Cyclical Maintenance..... | 95 |
| Day prior to the next working day | 95 |
| Designated Seniors' Accommodation | 95 |
| Dividing Fence..... | 95 |
| Electrical Safety Device | 95 |
| Emergency Maintenance | 95 |
| Estate..... | 95 |
| Fair Wear and Tear | 95 |
| Head Maintenance Contractors | 96 |
| Heavy Clean..... | 96 |
| Improvements..... | 96 |
| Ingoing Property Condition Report..... | 96 |
| Insurance Event | 96 |
| Insurance - Recoverable and Non-recoverable..... | 96 |
| Maintenance..... | 96 |
| Miniature Circuit Breakers (MCBs) | 96 |
| Minor | 96 |

| | |
|---|------------|
| Non-scheduled Work | 96 |
| Non-standard Items | 96 |
| Normal Working Hours | 96 |
| Occupied Tenant Liability | 96 |
| Outgoing Property Condition Report..... | 96 |
| Ped Pan | 96 |
| Planned Maintenance | 97 |
| Pre-Vacation Inspection..... | 97 |
| Priority Maintenance | 97 |
| Property Condition Report (PCR) | 97 |
| Quarter Round (Quads)..... | 97 |
| Residual Current Devices (RCDs) | 97 |
| Return Fence..... | 97 |
| Routine Maintenance..... | 97 |
| Scheduled Work | 97 |
| Schedule of Items..... | 98 |
| Strata Title Property | 98 |
| Sufficient Fence..... | 98 |
| Tenancy Agreement..... | 98 |
| Tenant Liability..... | 98 |
| Urgent Maintenance | 98 |
| Vacated Tenant Liability | 98 |
| Wing Fence | 98 |
| Work Order..... | 98 |
| SUBPART 2: RELATED RESOURCES | 99 |
| Hyperlinks to Related Resources..... | 99 |
| Housing Authority Phone Numbers..... | 99 |
| SUBPART 3: DOCUMENT CONTROL..... | 100 |
| Document History Table..... | 100 |

PART A: OVERVIEW

What's in the Maintenance Policy Manual?

The Maintenance Policy Manual contains the policy statements and rules regarding the maintenance of Housing Authority public housing properties.

What is Maintenance Policy about?

The policies and rules in this manual illustrate the Housing Authority's responsibilities for the maintenance and repair of its public housing properties. It also includes tenant responsibilities for maintenance, upkeep and repair costs for damage caused by tenants or other people on the property. The policy also includes what types of property items or features a property may have.

Legislative Background

The Housing Authority is bound by most of the provisions of the [Residential Tenancies Act 1987 \(RTA\)](#). In relation to maintenance, the RTA sets out the lessor's obligations to maintain properties to a certain level of repair, cleanliness, and the conditions in which a lessor may enter a property to carry out repairs. The tenant's obligations regarding cleanliness, damage, and repairs are also set out within the RTA.

The policy is also underpinned by compliance with various related Acts including the [Dividing Fences Act 1961](#), the [Work Health and Safety Act 2020](#), and local shire regulations.

Recordkeeping

The Housing Authority manages its records in accordance with the [State Records Act 2000](#) and the principles and standards of the State Records Commission. The maintenance of Housing Authority properties represents a significant business transaction and therefore all related records must be captured within Objective. Accurate recordkeeping provides a history of events and assists the Housing Authority to meet its obligations.

All documents relevant to Housing Authority assets must be saved to the corresponding Residential Housing Maintenance File, also known as the Property File. All documents relevant to the tenant or tenancy must be saved to the corresponding Client Management File. In some circumstances, copies will need to be stored on both files and wherever possible an electronic version must be stored within Objective.

Below are examples of common maintenance related documents and where they should be recorded. This list is not intended to be exhaustive:

| | | |
|--|----------------|----------------------------|
| Original Work Order | to be filed on | The Property File |
| Copy of Work Order (If a Tenant Liability event) | to be filed on | The Client Management File |
| Electrical Safety Certificate | to be filed on | The Property File |
| Pest Treatment Certificates | to be filed on | The Property File |
| Building or structural reports | to be filed on | The Property File |

Aim of Maintenance Policy

The policy's aim is to ensure:

- The Housing Authority protects government owned assets in a responsible manner.
- The Housing Authority acts as a socially responsible lessor.
- Tenants live in properties that are safe, habitable, and functional according to their needs.

Design and Layout

The Manual is divided into 3 parts: A, B and C.

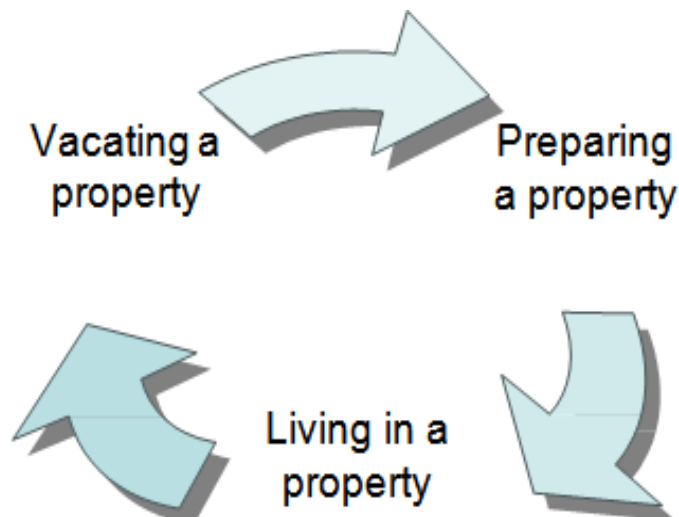
Part A: Overview

Part A contains the introduction and overview of the Manual and how to use it.

Part B: Policy Statements and Rules

Part B has the policy statements and rules, setting out the rights and responsibilities of tenants and the Housing Authority regarding maintenance and repairs.

Part B is then divided into six subparts. These subparts are sequenced within the three stages of the tenancy lifecycle, that is, preparing for a tenancy or moving in, occupation and moving out as depicted below.



The subparts are titled as follows:

Subpart 1 - Preparing a Property for a Tenancy

This subpart sets out in broad terms what features the property may have and what needs to be done in relation to maintenance when preparing for a tenant to move in.

Subpart 2 - Tenant and Housing Authority Responsibilities and Entitlements during a Tenancy

This subpart is about what maintenance responsibilities the tenant and Housing Authority each have during a tenancy, including who pays for what damage expenses. It also covers the types of property features or improvements a tenant may be entitled to.

Subpart 3 - When Things Break Down

This subpart is about what each party's responsibilities are when an item or feature of a property breaks down, needs repair, maintenance, or replacement. It sets out who identifies these events, how they are categorised (e.g., emergency, or urgent) who responds, and when.

Subpart 4 - Tenant Liability

This subpart is about the types of repair and maintenance costs a tenant may be charged.

Subpart 5 - When a Tenant Moves Out

This subpart is about the Housing Authority's responsibilities in assessing maintenance and repairs when a tenant moves out and the responsibilities a tenant has when they vacate. The type of damage a tenant will pay for during occupation is found in [Policy Subpart 4 Tenant Liability](#) as these responsibilities are relevant throughout occupation however, the additional responsibilities on vacation are outlined within [Subpart 5](#).

Subpart 6 - Legal Matters

This subpart covers the legal issues related to maintenance administration including fencing, conflicts of interest and recovery of damage costs, via insurance claims where applicable.

Part C: Further Information

Part C includes related links and resources, glossary, and document control. Document control identifies the history of changes that have been made to the policy statements and rules.

How to use this Manual

Due to the extensive number of hyperlinks within the Manual, optimal meaning and efficiency will only be gained by reading the policy online. This is particularly

important so the user can easily jump to the policy statements' corresponding rules and related topics. Printed versions of the parts of the policy may be requested.

Policy Statements and Rules


[Part B](#) contains the Housing Authority's maintenance policy statements and rules.

Policy statements are broad and concise statements of intent of what the Housing Authority aims to achieve in a general context regarding the policy's subject area. It sets out what course of action will be adopted but not how the action will be performed. Policy statements will also include statutory obligations.

Rules are a statement of **what** should be done or not done to give efficacy to the policy statements. They determine how the policy will be achieved and set the principles for which the procedures must conform to. Rules may include further detail to explain the policy statement, examples of how the policy statements apply to specific items and explanations of terms or phrases used in the policy.

Procedures (not included in this manual) guide staff **how to** implement the policy and rules. They are the steps and actions that need to be taken to meet the rules. They state who will do what, when and how. Procedures form a separate document from the policy as they are intended for staff as a tool to help them perform their functions in accordance with policy.

Readers of this policy should start by reading the policy statement first to gain a broad understanding of what the Housing Authority aims to achieve in a particular subject area.

Many policy statements will also have a rule attached to it which will be linked by the symbol. 

The rule will provide further detail, clarity, or an example of applying the policy to a particular item or subject matter. Not all policy statements will have a corresponding rule however all rules attach to a policy statement.

Examples

These examples show how policy statements and rules work together however, these examples should not be read as representing the complete policy and rule on the subject matter.

Example 1: How a Business Rule provides detail to a Policy Statement

Policy Statement

The Housing Authority's maintenance related responsibilities, under the contractual obligations of the tenancy, are to provide possession of a property which is clean and in good repair. (*This is a broad statement about the state of repair a property should be in*).

Rule

The Housing Authority will conduct planned maintenance, which is the process of identifying maintenance requirements in key high-cost categories, through ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance. *(This is one of several rules which apply to the broad policy statement. It gives further details about what the Housing Authority does to ensure a property is in good repair).*

Procedure

The procedure would then state who in the Housing Authority carries out the planned maintenance including when and how it is arranged.

Example 2: How a Rule can provide an example of applying the Policy to a particular scenario

Policy Statement

Emergency maintenance is carried out within 8 hours and is required when the utmost urgency is needed to protect:

- The tenant's health, safety, and security or,
- The property from further damages

(This policy statement makes a general statement about what emergency maintenance is).

Rule

The Housing Authority will respond to the following electrical faults on an **emergency** basis where any of the below are present:

- No power (completely)
- Electric shocks, sparks, etc.
- Stove nonfunctional
- No light (completely)

(This rule provides an example of an item which is considered to be an emergency).

Procedure

The procedure would then outline what process will be undertaken by Housing Authority staff to attend to the electrical fault i.e., who they would call and how they would arrange the repairs.

How to search for Policy Statements and Rules

To search for the policy statements and rules from Part B (Subpart 1-5), the first step is to consider what stage of the tenancy cycle your query relates to. The answer will determine which subpart to start searching from.

- The **start** of the tenancy:
 - If the query relates to what needs to be done before, or when a tenant is moving in, see [Part B Subpart 1 - Preparing a Property for a Tenancy](#).
- **During** the tenancy:
 - If the query relates to tenant or Housing Authority responsibilities and entitlements during occupation, then see [Part B Subpart 2 - Tenant and Housing Authority Responsibilities and Entitlements during a Tenancy](#).
Examples include:
 - What type of fixtures or improvements may be added to the property?
 - Who is responsible for looking after specific components of the property?
 - If something needs repair or maintenance, see [Part B Subpart 3 - When Things Break Down](#).
 - If the query is about what maintenance costs the tenant must pay, then see [Part B Subpart 4 - Tenant Liability](#).
- At the **end** of the tenancy:
 - If the query is in relation to when the tenant is moving out, see [Part B Subpart 5 - When a Tenant Moves Out](#).
 - If the query is about the Housing Authority's legal entitlements and responsibilities regarding recovery of damage costs (insurance), fencing and conflicts of interest, then go to [Subpart 6 – Legal Matters](#). Please note that these matters can relate to any time during the property's lifecycle.

If you are not sure where in the tenancy cycle your query relates to, select the subpart you think is most likely to have it and there will be a link that will take you to the right subpart. Alternatively, you can use the 'search' tab function.

Once you have identified the relevant subpart, use the contents to search for the section (topic) you require. The contents list the policy statements together first, followed by the rules. You can click on any content headings to go into the body of the Manual.

It is important to read the policy statements prior to the corresponding rules. Related rules are hyperlinked from the policy statements and vice versa.

Using the Hyperlinks

The policy manual contains an extensive number of hyperlinks to:

- Related sections within the policy
- Other policy manuals
- Legislation
- The glossary

Underlined text indicates a hyperlink is inserted. Point your cursor over the line, hold the ctrl key and then click to activate the link.

Language, terms with a specific meaning in the context of the policy and words that may be unfamiliar to the public or new staff are hyperlinked to the [Glossary](#).

The hyperlinks ensure that no matter where you start reading from, you will find the information you are seeking. Related topic links are particularly useful here as they prompt and direct you to information that is not in the particular section you are reading from but may be relevant to your query overall.

Numbering System

Policy statements and rules in Part B are numbered using up to 3 digits and where necessary, subparts and sections of these are labelled: *a, b, c* and *i, ii, iii*, etc. For example:










Policy Statement: 3. 2. 4 (a) (ii)

- **3** - Denotes that the policy statement is in subpart 3 (of Part B of the Manual)
- **2** - Is the number of the policy statement
- **4** - Is part 4 of policy statement 2
- **(a)** – Is a subpart of 2.4
- **(ii)** – Is a section of 2.4. (a)

Rules have the letter ‘**R**’ before the number. For example, **R 2.1.3**.

Symbols

The symbols used throughout the Manual indicate a hyperlink with further relevant information. The hyperlink will either be to somewhere else within the Maintenance Policy Manual or to another document or website. The symbols are as follows:

-  **Legislation** - This symbol indicates that the policy statement or rule is legislatively based and will be linked to the relevant legislation.
-  **Policy Statement** - This symbol indicates a link to the policy statement which corresponds to the rule.
-  **Rule** - This symbol links a policy statement to its corresponding rule or set of rules. Only policy statements will feature this symbol.
-  **Other Policy Manual or Source** - This symbol links to another Housing Authority policy document/manual which will provide further related information on the topic.
-  **Related Topic** - This symbol links to other topics within the Maintenance Policy Manual that may be of interest or relevant to the reader’s inquiry.
-  **Further Detail** - This symbol indicates that greater detail on the subject matter, or a subject mentioned in the section, is found elsewhere in the policy.
-  **Form or Document** - This symbol links to forms that relate to the subject matter.
-  **Fact Sheet** - This symbol links to facts sheets that are relevant to the subject matter.
-  **Website** - This symbol is a link to a related website with further information.

PART B: POLICY STATEMENTS AND RULES

SUBPART 1 - Preparing a Property for a Tenancy

POLICY STATEMENTS

1.1 Condition a Property should be in when a Tenant moves in

When an ingoing tenant occupies a property:

- It should be clean
- The appliances and fixtures should be in working order, unless specified as not functioning within the Tenancy Agreement
- It should be safe and habitable

For more information see:

 [Rule R 1.1 Preparing the Property for Letting](#)

 [Residential Tenancies Act 1987 s42](#)

1.2 Assessing the Condition of a Property (Property Condition Reports)

A [Property Condition Report \(PCR\)](#) is a report used to describe the condition of a property. Before a tenancy begins, a PCR is prepared by a Housing Authority Property Services Officer (PSO). This is called an [Ingoing PCR](#). For more information see:

 [Policy Statement 5.2 Housing Authority Responsibilities and Tenant Entitlements when a Tenant vacates.](#)

1.2.1 Ingoing Property Condition Report to be given to Tenant

Two copies of the [Ingoing PCR](#) are given to the occupying tenant at 'sign- up' in order for the tenant to record whether they agree or disagree with the recorded condition of the property. Further information can be found via the below link:

 [Residential Tenancies Act 1987 s27\(c\)](#)

1.3 Which Properties will have:

1.3.1 Cooling

1.3.1 (a) North West, Kalgoorlie or Remote Areas

The Housing Authority will install ceiling fans for properties in the North West or Kalgoorlie and remote areas. The Housing Authority provides higher ceilings heights where ceiling fans are installed.

1.3.1 (b) New Constructions in the North West

Ceiling fans, air conditioning apertures and ceiling/wall insulation are provided within all new constructions in the North West region.

Design features are considered in all new constructions in the North West and Kalgoorlie due to the climate fluctuations in those areas.

For more information see:

[!\[\]\(2e897e890e69d81eae4503a8342c36b0_img.jpg\) Rule R 1.1.1 Preparing the Property for Letting - Air Conditioners](#)

[!\[\]\(bd1a142de767a21e5362c595f844a4ff_img.jpg\) Policy Statement 2.4.1 Tenant Entitlements - Cooling](#)

[!\[\]\(e2376d476d06eb31946dc01a69a4403a_img.jpg\) Policy Statement 3.5 What is a Non-standard Item?](#)

1.3.2 Fencing

The Housing Authority will be responsible for fencing its properties and will comply with the [Dividing Fences Act 1961](#). As an agent for the Crown, the Housing Authority may seek exemption from the [Dividing Fences Act 1961](#). However, generally, the Housing Authority does not seek to exercise this right of exemption.

The Housing Authority exercises a right of exemption where the Housing Authority's holding is vacant land. See below link for more information:

[!\[\]\(0b5e7e25e8775f7e7e80906ada4f0021_img.jpg\) Rule R 1.1.5 Preparing the Property for Letting - Fencing](#)

For further detail on fencing regulations and arrangements with adjoining owners refer to the below:

[!\[\]\(6bb0e4f14c4133b37d2887cb37e67ddd_img.jpg\) Policy Statement 6.2 Fencing \(Dividing\)](#)

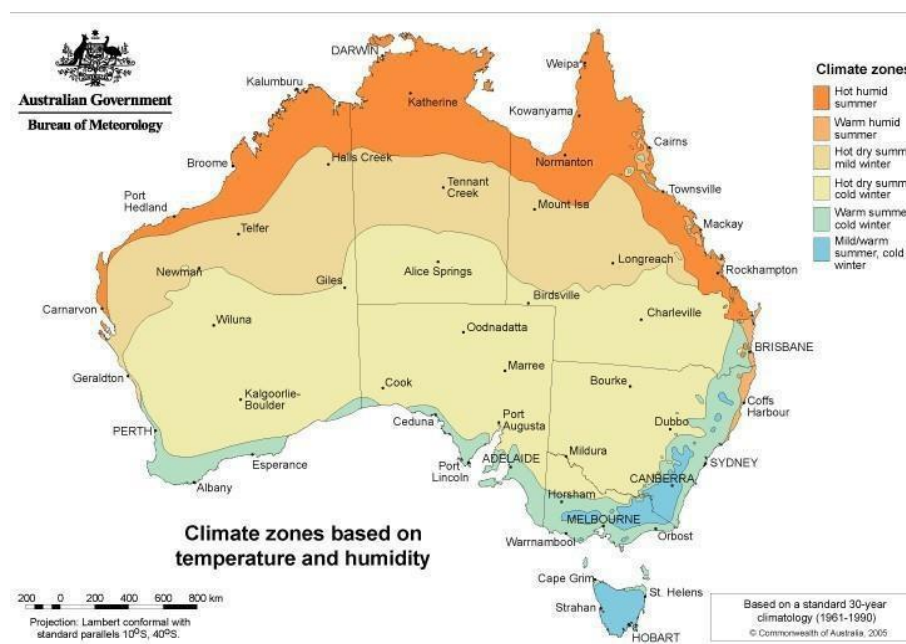
[!\[\]\(47734e4656765d20df4fdbd5b7aff048_img.jpg\) R 6.2 Fencing](#)

[!\[\]\(bd3b31712ad9bab5a241210fa6925cdd_img.jpg\) Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

1.3.3 Heating

1.3.3 (a) Seniors and people with disabilities

The Housing Authority will provide a heating appliance to designated seniors' and disability accommodation within cold winter climate zones as determined by the Bureau of Meteorology (see below map).



1.3.3 (b) All Other Accommodation

Heaters will not be automatically supplied to family and singles designated accommodation. Therefore, tenants will need to apply for a room heater and be assessed for eligibility. See the links below for context:

 [Policy Statement 2.4.4 Tenant Entitlements – Heaters](#)

 [Rule R 3.1.8 What happens if a Property - Has a Broken Heater?](#)

1.3.4 Insulation

The Housing Authority will install ceiling insulation at any property where the primary tenant or partner are aged 80 years or older. Any tenant aged under 80 years of age can apply for insulation to be installed at the property under special conditions. See the below link for context:

 [Rental Policy Manual – Climate Control Policy](#)

1.3.5 Letterboxes

The Housing Authority will provide and maintain letterboxes to tenancies where there is a postal service.

1.3.6 Residual Current Devices (RCDs)

Also known as Electrical Safety Devices, Housing Authority properties are to comply with [Electricity Regulations 1947](#) and *Wiring Rules AS/NZS 3000:2018* regarding RCDs. Housing Authority properties are to be fitted with a minimum of two RCDs. Common property of a complex, such as common lighting, requires a minimum of one RCD to protect the sub circuits. The Housing Authority requires a push button test of RCDs to be performed during Annual, Ingoing and Outgoing Inspections and the Post Occupation Visit.


The Office of Energy Safety recommends the Push Button Test be performed by the occupant of the property on a three-monthly basis. Tenants must advise the Housing Authority immediately if an RCD is not functioning. The Housing Authority will respond where the RCD is not functioning. Refer to the below link for context:

 [Electricity Regulations 1947](#)

1.3.7 Security

Security provided will be compliant with the minimum-security provisions as set out in 12B of the amended [Residential Tenancies Regulations 1989](#) dated 1 July 2022. See the links below for context:

 [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

 [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including Security\)](#)

 [Residential Tenancies Amendment Regulations 2013](#)

1.3.7 (a) Seniors

All [designated seniors' accommodation](#) includes barrier screens fitted to front and rear doors and all adjustable accessible windows. See below link for context:

 [Rule R 1.1.13 Preparing the Property for Letting - Security](#)

1.3.7 (b) New Construction

New construction dwellings will be fitted with security measures at the time of construction.

 [Rule R 1.1.13 Preparing the Property for Letting – Security](#)

1.3.7 (c) Upgrades

Any upgrade program will include items of security.

 [Rule R 1.1.13 Preparing the Property for Letting – Security](#)

1.3.7 (c) (i) Suburbs with Ongoing Security Problems

Any suburb identified as having ongoing security risks by the Police will have upgrade security items installed.


 [Rule R 1.1.13 Preparing the Property for Letting - Security](#)

1.3.8 Smoke Alarms

1.3.8 (a) Smoke Alarm Requirements

Housing Authority properties are to comply with the [Building Regulations 2012](#) (Part 8 Div. 3) and relevant *Building Code of Australia* regarding smoke alarms. Housing Authority properties are to be fitted with at least one hard wired smoke alarm that is less than 10 years old from the date of manufacture.

In exceptional circumstances, a battery-operated smoke alarm may be authorised by regional management. The battery-operated smoke alarm must have 10-year life battery that cannot be removed and comply with the other relevant smoke alarm provisions. Local government approval may be required. See below link for more information:

 [DEMIRS Industry Bulletin 69 - Use of Battery Powered Smoke Alarms in Dwellings Subject to Sale, Transfer of Ownership, Lease or Hire.](#)



1.3.8 (a) (i) Type of Smoke Alarms Installed

Smoke alarms are to:

- Be of the type photoelectric
- Have a non-removable battery that will continue to power the alarm for a period of time without mains power.

See the below links for more information:

 [Building Regulations 2012 \[s60\(2\)\(d\)\]](#) and applicable *Building Code of Australia*

-  [RCD and Smoke Alarm Factsheet](#)
-  [Department of Fire and Emergency Services WA website](#)
-  [Rule R 2.1.14 Tenant and Housing Authority Responsibilities and Entitlements regarding - Smoke Alarms](#)
-  [Rule R 4.1.3 \(g\) Tenant Liability – Type of Damage or Items Tenants charged for - Fires when Smoke Alarm is Damaged](#)

1.4 Properties that won't be Let (Non-Letable)

The Housing Authority will have some properties which are not let due to a number of reasons. The Housing Authority will closely monitor vacant properties to ensure that none remain vacant without good reason. This will be monitored by Regional Management.





RULES

R 1.1 Preparing the Property for Letting

This section details the rules which must be adhered when a property is prepared for letting.

R 1.1.1 Air Conditioners

Air conditioner(s) will be retained unless it is deemed uneconomical to do so. See the below links for context:

-  [Policy Statement 1.3.1 Which Properties will have - Cooling?](#)
-  [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
-  [Policy Statement 2.4.1 Tenant Entitlements – Cooling](#)
-  [Policy Statement 3.5 What is a Non-standard Item?](#)



R 1.1.2 Bores

Bores will be retained unless it is deemed uneconomical to do so. Discretion may be applied where a tenant is totally reliant on a bore for water. See the below link for context:

-  [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

R 1.1.3 External Buildings and Attachments

External buildings and attachments (e.g., pergolas, sheds, etc.) must be structurally safe and functional and should be retained unless it is deemed uneconomical to do so. They must also be noted on the Ingoing and Outgoing PCR. External buildings or attachments, which are in an unsafe condition, will be removed prior to a new tenant occupying the premises. Refer to the below links for context:

-  [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
-  [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

- 🔗 [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\)](#)
- 🔗 [Policy Statement 5.2.3 \(a\) Housing Authority and Tenant Responsibilities when a Tenant Vacates – Tenant Property Improvements/Fixtures - Remove Tenant Installed Improvements](#)

R 1.1.4 External Claddings

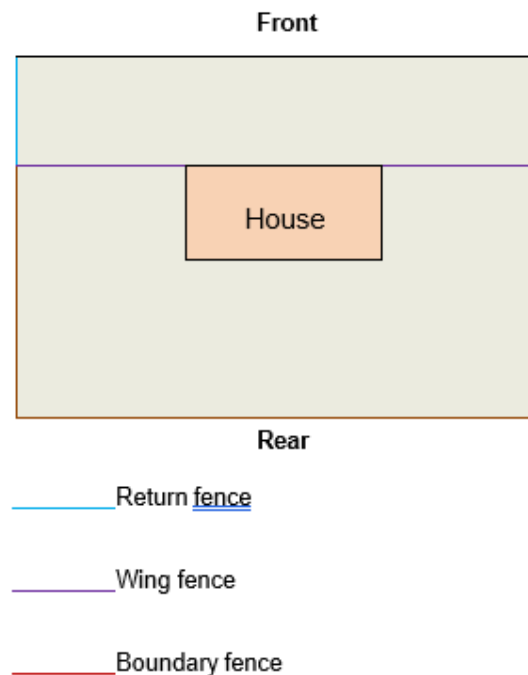
External claddings are to be in a presentable and safe standard. See the link for context:

- 🔗 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

R 1.1.5 Fencing

For further context surrounding fencing, please see the below links:

- 🔗 [Policy Statement 1.3.2 Which Properties will have - Fencing](#)
- 🔗 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)



A boundary fence is required by law (see [Dividing Fences Act 1961](#)) whereas [Wing](#) and [Return](#) fencing are optional. Fencing should be maintained in a safe condition and perform its basic function.

The Housing Authority will ensure the dividing fence is a [sufficient fence](#). See the link below for context:

- 🔗 [Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

Regarding regulations and arrangements with adjoining owners, refer to the below links:

- [!\[\]\(467d80e979964f7f8c752fb22248b5b7_img.jpg\) Policy Statement 6.2 Fencing \(Dividing\)](#)
- [!\[\]\(b71552d33dbf62adf5e5199a70ee02bf_img.jpg\) Rule R 4.1.3 \(f\) Tenant Liability - Type of Damage or Items Tenants Charged for - Fencing](#)

R 1.1.6 Fittings and Appliances

Fittings and appliances should be clean, safe and in good working order. All free-standing gas and electric stoves must have an anti-tilt bracket installed and must have a wall mounted restraining chain fitted.

Refer to the links below for context:

- [!\[\]\(815df092dd722ee9268ef8e6d0193e3a_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
- [!\[\]\(c72edb9626cad660f3a9f5fb0f22a68c_img.jpg\) Policy statement 3.5 What is a Non-standard Item?](#)
- [!\[\]\(0c564128c6342bd2f601e97f4518828a_img.jpg\) Rule R 3.1.11 What if a Property - Needs a Non-standard Item Repaired?](#)

R 1.1.7 Grass

Grass should be cut or slashed where required. See the below link for context:

- [!\[\]\(97faa0168e491544be255cfcab218e9b_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

R 1.1.8 Tenant Improvements

Where possible, tenant installed improvements are retained rather than removed. They are to be removed only when the work is unsound, the item is unsafe, or it is deemed uneconomical to maintain. Minor repairs are preferable to removal, subject to cost effectiveness. See the below links for context:

- [!\[\]\(b6d55d0b173caf9b2505126db01e6158_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
- [!\[\]\(12811766810e4126d2bed4d8c0808e60_img.jpg\) Policy Statement 5.2.3 \(a\) Housing Authority Responsibilities and Tenant Entitlements when a Tenant vacates – Tenant Property Improvements/Fixtures - Remove Tenant Installed Improvements](#)
- [!\[\]\(ef4c06c861a77cbd8cff5c2a4ca34233_img.jpg\) Policy Statement 2.4.5 Tenant Entitlements – Improvements/Fixtures \(including Security\)](#)



R 1.1.9 Paintwork (External)

External painting is to be undertaken on a needs basis as determined by regional management. Refer to the below links for context:

- [!\[\]\(098e47036f78288d477e334896a43770_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
- [!\[\]\(4eae4ca9e3bdd839cea72df3843a6754_img.jpg\) Rule R 2.1.2 Tenant and Housing Authority Responsibilities and Entitlements regarding - Cyclical Maintenance](#)
- [!\[\]\(85c10fe0ae97c3e2f0e940987ab0a900_img.jpg\) Rule R 3.1.12 \(a\) What happens if a Property - Needs Painting? - External Painting](#)

R 1.1.10 Paintwork (Interior)

Surfaces should be sound and clean. Any minor blemishes should be left and noted within the [Property Condition Report](#). See the below links for context:

 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
 [Rule R 3.1.12 \(b\) What happens if a Property - Needs Painting? - Internal Painting](#)

R 1.1.11 Quarter Round (Quads)

[Quarter Rounds \(Quads\)](#) are only to be replaced when required. See below link for context:

 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

R 1.1.12 Rubbish

All rubbish should be removed. See the below link for context:

 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

R 1.1.13 Security

This section details the rules in effect surrounding security items and risks. See the below links for context:

 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

 [Policy Statement 1.3.7 Which Properties will have – Security](#)

R 1.1.13 (a) New Constructions Security Items

Security items fitted to new constructions:

- a) Solid core doors for hinged entry doors
- b) Hinged barrier screen doors to hinged entry doors.
- c) Keyed lock bolts to sliding doors and windows.
- d) Sliding barrier screen doors to sliding glass doors
- e) Dead locks to external doors.

R 1.1.13 (b) Suburbs with Ongoing Security Risks

Any suburb identified as having ongoing security risks by the Police will have upgrade security items installed. Items upgradeable in areas with ongoing security risks include:

- a) Fitting keyed locked bolts to existing sliding doors
- b) Fitting of key locked:
 - Bolts to sliding window sashes; and
 - Winders to hinged window sashes.
(These enable window sashes to be locked in a partially open position)
- c) Fitting dead locks to external doors
- d) Fitting of solid core doors
- e) Fitting of barrier screen doors for designated senior's accommodation only.

For more information, see:

- [!\[\]\(a22ba4e13c745edbf29e51af246c4c12_img.jpg\) Policy Statement 2.4.5 Tenant Entitlements – Improvements/Fixtures \(including Security\)](#)
- [!\[\]\(33b18af9a4b997eb52666cfeb3c44157_img.jpg\) Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\)](#)

R 1.1.14 Swimming Pools, Spa Pools and Fishponds

Swimming pools, spa pools and fishponds are to be removed and backfilled. For context see:

- [!\[\]\(cdf2842d82858164c68c92720a337fb9_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
- [!\[\]\(3973dad7f2f3eafb2c144deb79d5c822_img.jpg\) Rule R 2.1.8 \(d\) Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\) - Swimming Pools and Spa Pools](#)

R 1.1.15 Tenant Supplied Items (Floor Coverings/Window Treatments)

Carpet, floors, and sheeting is to be retained if it is basically sound and clean. Window treatments to be retained unless unsatisfactory. See the link below for context:

- [!\[\]\(13dd0e1ab3baa23f7c1ed52b3eec2756_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

R 1.1.16 Tree Management

Tree lopping is required when trees are causing property damage or where they are close to power lines. The power supplier defines the minimum safe clearance from power lines. See the links below for context:

- [!\[\]\(9bfa69b6b0f097b09744337d04f22d78_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)
- [!\[\]\(7d26c345cabf494d35782f002b741ce9_img.jpg\) Rule R 2.1.15 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tree Management](#)
- [!\[\]\(40fb90293499d45782783c449b0d92d0_img.jpg\) Rule R 3.1.21 What happens if a Property - Has a Dangerous Tree?](#)

R 1.1.17 Wallpaper/Wall Treatments/Panelling

Wallpaper, wall treatments or panelling should be retained rather than removed if serviceable and may be removed only when the condition is poor.

Minor repairs must be carried out to secure lifting paper or to correct insecure panelling if present. See the below link for context:

- [!\[\]\(f6ec0429e2f15dbd4a39b612501b6fa4_img.jpg\) Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

SUBPART 2 - Tenant and Housing Authority Responsibilities and Entitlements during a Tenancy

POLICY STATEMENTS

2.1 Housing Authority Responsibilities

2.1.1 Generally

The Housing Authority's maintenance related responsibilities are to:

- Provide possession of a property which is clean and in good repair.
- Provide a tenant with quiet enjoyment of a property and only seek entry according to the provisions of the [Residential Tenancies Act 1987](#)
- Provide a secure premises.
- Pay local authority and Water Corporation rates.
- Provide and maintain the property in a reasonable state of repair and to be responsible for all maintenance and repairs that are not caused intentionally or through neglect, or recklessness (whether by misuse or otherwise) and rubbish.
- Comply with relevant building, health, and safety laws.
- Provide the property free of pests.
- Inspect the property to maintain contact with tenant and for asset management purposes.

Under the [Residential Tenancies Act 1987 s42](#):

1. In this section, premises includes fixtures and chattels provided with the premises, but does not include:
 - a. any fixture or chattel disclosed by the lessor as not functioning before the agreement was entered into; or
 - b. any other fixture or chattel that the tenant could not reasonably have expected to be functioning at the time the agreement was entered into.
2. It is a term of every residential tenancy agreement that the lessor:
 - a. must deliver up to the tenant vacant possession of the premises in a reasonable state of cleanliness and a reasonable state of repair having regard to its age and character; and
 - b. must maintain the premises in a reasonable state of repair having regard to its age and character and must conduct any repairs within a reasonable period after the need for the repair arises; and
 - c. must comply with all requirements in respect of buildings, health, and safety under any other written law insofar as they apply to the premises.

For details regarding particular property items, refer to the below:

 [Rule R 2.1 Tenant and Housing Authority Responsibilities and Entitlements regarding](#)

 [Policy Statement 1.1 Condition a Property should be in when a Tenant moves in](#)

2.1.2 In Multi Accommodation Complexes

2.1.2 (a) Strata Complexes

The Housing Authority participates within numerous Strata Companies which may include an exhaustive variety of site-specific laws and special by-laws across each individual strata managed dwelling. The Housing Authority remains responsible for maintaining these dwellings consistent with, and in some cases limited by, the by-laws and conditions applicable as determined by the Strata Company.

Where the complexities of these by-laws prevent specific policies the Housing Authority will apply the following general policy guidelines on a case-by-case basis:


Internal maintenance and repairs will remain the responsibility of, and be attended to, by the Housing Authority.

External Maintenance and Repairs – including utilities, such as water, gas and power, services and fixed appliances, all fixed glass (including shower screens) and vanities will be referred to the Strata Company.

For context, see the links below:

 [Strata Titles Act 1985](#)

 [Rule R 2.1.16 \(a\) Tenant and Housing Authority Responsibilities and Entitlements regarding - Upkeep of Property \(Tenant\) - In Multi Accommodation Complexes](#)

 [Policy Statement 3.7.3 \(a\) When will the Housing Authority - Attend to Emergency Maintenance? - In Strata Complexes](#)

2.1.2 (b) Estates

The Housing Authority will be responsible for the external maintenance of large apartment and pensioner complexes, and the common areas of some townhouse developments. Tenants are responsible for their own private defined areas. See the below link for context:

 [Rule R 2.1.4 Tenant and Housing Authority Responsibilities and Entitlements regarding - Estates \(Housing Authority\)](#)

2.1.3 Non-standard Items

Where the [tenancy agreement](#) started prior to 1 July 2013, the Housing Authority will generally not maintain [non-standard items](#) in a property, provided they were noted on the Tenancy Agreement.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will maintain any non-standard items that are in the property at occupation, unless the item is specified as not functioning in the [Incoming Property Condition Report](#). See the below links for context:

 [Policy Statement 3.5 What is a Non-standard Item?](#)

 [Rule R 3.1.11 What happens if a Property - Needs a Non-standard Item Repaired?](#)

- [!\[\]\(fd4127b9e2af37bd6ea0fa06afa8e6d8_img.jpg\) Policy Statement 1.3 Which Properties will have:](#)
- [!\[\]\(3278d6283d12f18012b5aa7d40747611_img.jpg\) Policy Statement 2.4.5 Tenant Entitlements – Improvements/Fixtures \(including Security\)](#)
- [!\[\]\(bb96b32142ec45f72f12316beae3ef61_img.jpg\) Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\)](#)
- [!\[\]\(a75d0d7d1ac0ea815a0c027a77b137d5_img.jpg\) Policy Statement 5.2.3 \(a\) Housing Authority Responsibilities and Tenant Entitlements when a Tenant Vacates - Tenant Property Improvements/Fixtures - Remove Tenant Installed Improvements](#)

2.1.4 New Living, Redevelopment and Refurbishment Programs

The aim of the New Living, Re-Development and Refurbishment Programs is to develop older public housing estates to create a more attractive living environment. The upgrading of such properties is to be within budget and program. See the below link for context:

- [!\[\]\(a88007b249b36c75dcbde101f514cec3_img.jpg\) Rule R 2.1.13 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tenant Arrangements during Refurbishment](#)

2.2 Housing Authority Entitlements

2.2.1 Access to the Property

Under the [Residential Tenancies Act 1987 s46](#), an owner may only enter the premises in all or any of the following circumstances:

- a) In any case of emergency.
- b) For conducting routine inspections of the premises or any other purpose, on a day and at a reasonable time, specified by notice in writing given to the tenant:
 - i. Not less than 7 days before the proposed entry; and
 - ii. Within 14 days before the proposed entry.
- c) At any reasonable time for the purpose of collecting the rent under the agreement, where it is payable not more frequently than once every week and it is agreed that the rent be collected at the premises.
- d) Under section 77(4).
- e) For the purpose of carrying out or inspecting necessary repairs to or maintenance of the premises, at any reasonable time, after giving the tenant not less than 72 hours' notice in writing before the proposed entry.

Please see the below links for context:

- [!\[\]\(2cbb40928a34ecf5ce700a63c52aa374_img.jpg\) Rule R 2.1.1 Tenant and Housing Authority Responsibilities and Entitlements regarding - Access - Contractors to wear Protective Footwear](#)
- [!\[\]\(ce05ba64c497267b6ad2e23c0c6ca4e1_img.jpg\) Policy Statement 2.3.1 Tenant Responsibilities - Tenant to Provide Access for Maintenance](#)

2.2.2 Property Inspections

The Housing Authority will inspect the property annually at a time prearranged with the tenant to:

- Check that key safety elements are in place and that there is no outstanding maintenance placing the tenants or occupants at risk.
- Assess maintenance requirements.
- Assess if there are any tenancy issues or concerns.
- Identify property/tenancy conditions/standards.

Please refer to the below link for context:

 [Policy Statement 2.3.3 Tenant Responsibilities - Property Inspections](#)

2.3 Tenant Responsibilities

2.3.1 Tenant to Provide Access for Maintenance


A tenant must either be home or provide suitable access to the property to enable contractors to do [maintenance](#) work within the specified time frames. For further information regarding the specified time frames see:

 [Policy Statement 2.6 Damage and Repair Timeframes \(Housing Authority\)](#)

For further context, please see the below links:


 [Rule R 2.1.1 Tenant and Housing Authority Responsibilities and Entitlements regarding - Access - Contractors to wear Protective Footwear.](#)

 [Policy Statement 2.2.1 Housing Authority Entitlements - Access to the Property](#)

 [Rule R 4.1.3 \(d\) \(ii\) Tenant Liability – Type of Damage or Items Tenants charged for - Contractor’s Costs – Call Out Fees and Travel Costs for Emergency Maintenance if tenant not home](#)

2.3.2 Keys (Tenant)

Tenants are responsible for looking after all the keys of the property. This includes remote controls to garages. For context, please see the below link:

 [Rule R 4.1.3 \(m\) Tenant Liability - Type of Damage or Items Tenants charged for - Lost Keys](#)

2.3.3 Property Inspections

The tenant must be home or have a nominated adult at home to enable the Housing Authority to conduct an annual inspection at the prearranged time.

2.3.4 Upkeep of Property

A tenant is responsible for keeping the premises clean and undamaged which includes maintaining their garden and yard. Tenants are responsible for their own private defined areas in estates.

A tenant must maintain the property, including the garden and yard, in line with general street and community standards.

 Under the [Residential Tenancies Act 1987 s38](#), the tenant:

- Shall keep the premises in a reasonable state of cleanliness.


- Shall not intentionally or negligently cause or permit damage to the premises.

For more information see:

 [Rule R 2.1.16 Tenant and Housing Authority Responsibilities and Entitlements regarding – Upkeep of Property \(Tenant\)](#)

 [Rule R 2.1.15 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tree Management](#)

 [Rule R 4.1.3 Tenant Liability - Type of Damage or Items Tenants charged for](#)

 [Policy Statement 5.1.3 \(a\) Tenant Responsibilities when Vacating - Damage and Cleaning Expenses \(Tenant Liability\) - Cleaning and Rubbish Removal](#)

 [Rule R 5.5 Assessing Vacated Tenant Liability](#)

2.3.5 Utility Charges

A tenant is responsible for the payment of all gas, electricity, and telephone charges relating to the property.

2.3.6 Water Consumption Charges

The tenant is responsible for the payment of all water consumption charges incurred during the period of occupancy of a Housing Authority property. For more about water consumption charges, see the below:

 [Rental Policy Manual - Water Consumption Policy](#)

 [Rule R 2.1.17 Tenant and Housing Authority Responsibilities and Entitlements regarding - Water Consumption Charges in Shared Tenancies](#)

2.4 Tenant Entitlements

2.4.1 Cooling

The Housing Authority will install ceiling fans to properties in the North West of Kalgoorlie and remote areas.

The Housing Authority will consider applications from tenants from the North West or Kalgoorlie to have an air conditioning aperture fitted subject to budget funding.

The aperture will be installed to the Housing Authority's maintenance specification with relevant electrical outlet being installed.

An air conditioning unit with its own power point must have its own RCD. Please note that the Housing Authority will not install air conditioning units as they are a non-standard item.

Tenants living in the North West or Kalgoorlie and/or remote areas, whose properties are not fitted with air conditioning apertures may apply to have an aperture fitted. For context see:

 [Policy Statement 1.3.1 Which Properties will have - Cooling](#)

 [Rule R 1.1.1 Preparing the Property for Letting - Air Conditioners](#)

 [Rental Policy Manual - Housing for People with Disabilities Policy - Ducted Air Conditioning s10.](#)

2.4.1 (a) Tenant to Maintain Air Conditioning Units

Tenants are responsible for maintaining air conditioning units they install in Housing Authority properties. See the below link for context:

 [Rule R 3.1.1 What happens if a Property - Has a Broken Air Conditioner?](#)

2.4.2 Electronic Doors

A tenant with a disability may request an electronic door to be installed. The Housing Authority's aim is to provide housing with external doors and appropriate hardware to facilitate tenant independence. See the below link for context:

 [Rule R 2.1.3 Tenant and Housing Authority Responsibilities and Entitlements regarding - Electronic Door Requests](#)

2.4.3 Fencing

For general Housing Authority responsibilities regarding fencing see:

 [Rule R 2.1.5 Tenant and Housing Authority Responsibilities and Entitlements regarding – Fencing](#)

Regarding tenant requests for fencing or repairs see:

 [Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

Regarding regulations about erecting fences and adjoining owners see:

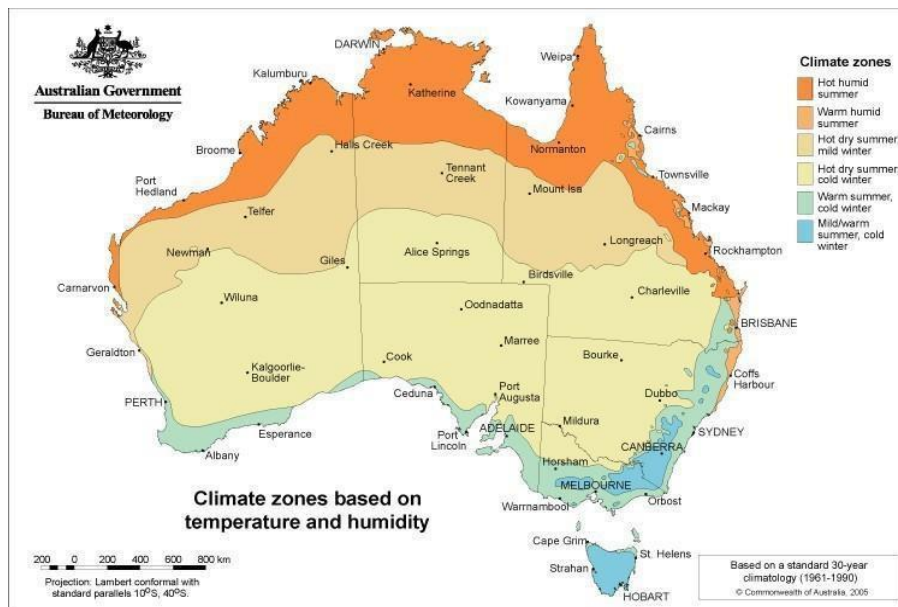
 [Policy Statement 6.2 Fencing \(Dividing\)](#)

 [Rule R 6.2 Fencing](#)

2.4.4 Heaters

2.4.4 (a) Seniors and People with Disabilities

The Housing Authority will provide a heating appliance to designated seniors' and disability accommodation within cold winter climate zones as determined by the Bureau of Meteorology (see map below).



2.4.4 (b) All Other Accommodation

Heaters will not be automatically supplied to family and singles designated accommodation and therefore tenants will need to apply for a room heater and be assessed for eligibility.

2.4.4 (c) Applying for a Room Heater

Tenants applying for a room heater will only be considered if it is based on a demonstrated medical need and will be required to pay a room heater hire fee.

Please note that the room heater hire fee does not apply to seniors' accommodation. See the below links for context:

[!\[\]\(5361750c22c4e047a52f4eac1ec2d4cc_img.jpg\) Rule R 2.1.7 Tenant and Housing Authority Responsibilities and Entitlements regarding - Heaters](#)

[!\[\]\(870f5d5e9c0d57485634be3ecf52f3ca_img.jpg\) Rule R 3.1.8 What happens if a Property - Has a Broken Heater?](#)

2.4.5 Improvements/Fixtures (including Security)

An improvement includes attaching any fixture or structure to the premises such as a patio, veranda or shed. Improvements undertaken by the Housing Authority are subject to a satisfactory tenancy and availability of funds.

Transfer may be considered an option where urgent modifications are required. For more on tenancy management issues see:

 [Rental Policy Manual - Tenancy Management Policy](#)

Tenants may apply for improvements to be made to the property with the cost being met by the Housing Authority or they may apply to carry out improvements at their own expense. The Housing Authority must approve any work before it goes ahead. For more information, see:


 [Residential Tenancies Act 1987 s47](#)

Relevant building approvals must be obtained, where required, before any work goes ahead.

The reasons a tenant may seek an improvement may include matters of security, health, and safety (e.g., bathroom modifications for a tenant with a disability) or quality of life (e.g., veranda).

Tenants may seek reimbursement of their costs at the end of their tenancy. For more information see:

 [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including Security\)](#)

 [Rule R 2.1.8 \(f\) Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including Security\) – Reimbursement for Tenants undertaking their own improvements](#)


 [Policy Statement 1.3.7 Which Properties will have - Security](#)

 [Rule R 1.1.13 Preparing the Property for Letting – Security](#)

 [Rule R 1.1.3 Preparing the Property for Letting - External Buildings and Attachments](#)

 [Rule R 3.1.12 What happens if a Property - Needs Painting?](#)

 [Policy Statement 5.2.3 Housing Authority Responsibilities and Entitlements when Tenant Vacates - Tenant Property Improvements/Fixtures](#)

 [Rental Policy Manual Tenancy Management Policy s19 regarding Granny Flats and Additional Rooms.](#)

2.5 Damage and Repairs (Tenant)

A tenant is responsible for the cost of:

- All internal and external maintenance and repairs to a property caused intentionally or through neglect or recklessness.
- All heavy cleaning and rubbish removal on vacation.

Refer to the below links for context:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Rule R 4.1 Tenant Liability](#)


 [Policy Statement 5.1.3 Tenant Responsibilities when Vacating - Damage and Cleaning Expenses \(tenant Liability\)](#)

 [Policy Statement 6.1 Recovery of Damage Costs](#)

2.5.1 Tenant to Report Damage:

Under the [Residential Tenancies Act 1987](#), the tenant shall notify the owner as soon as practicable after any damage to the premises. For more information, see:

 [The Residential Tenancies Act 1987 s38](#)

 [Policy Statement 3.6.1 What does a Tenant do if a Property needs – Routine, Priority, Urgent or Emergency Maintenance](#)

2.5.1 (a) Reporting of Damage by Parties not signatory to the Tenancy Agreement

Tenants must also report damage, made by parties who are not signatory to the tenancy agreement, as soon as practicable after it has occurred.

An appeal against tenant liability may not be validated if the damage is not reported in a timely manner as claims of third-party damage are almost impossible to substantiate after a considerable length of time has elapsed. However, discretion should be exercised in exceptional circumstances such as the occurrence of domestic violence, and hospitalisation.

2.6 Damage and Repair Timeframes (Housing Authority)

2.6.1 P1 Emergency Work Orders

The Housing Authority will attend to [Emergency Work Orders](#) during and after [normal working hours](#) within **8 hours**. See the link below for context:

 [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)

2.6.2 P2 Urgent Work Orders

The Housing Authority will attend to [Urgent Work Orders](#) during and after [normal working hours](#) within **24 hours**. Refer to the below link for context:

 [Policy Statement 3.3.2 Maintenance Categories – P2 Urgent Work Orders](#)

2.6.3 P3 Priority Work Orders

The Housing Authority will attend to [priority maintenance](#) problems during [normal working hours](#) within **48 hours**. Refer to the below link for context:

 [Policy Statement 3.3.3 Maintenance Categories – P3 Priority Work Orders](#)

2.6.4 Routine Work Orders

The Housing Authority will attend to [routine maintenance](#) within **28 calendar days**. Refer to the below link for context:

 [Policy Statement 3.3.4 Maintenance Categories – P4 Routine Work Orders](#)

2.6.5 Timeframes for Repairs in Remote Areas

In remote areas, where it is impracticable to meet the timeframes stipulated for emergency, urgent, priority and routine maintenance, the Housing Authority will attend to maintenance work as close to the stipulated timeframes as possible.

RULES

R 2.1 Tenant and Housing Authority Responsibilities and Entitlements regarding...

R 2.1.1 Access - Contractors to wear Protective Footwear

Workers entering premises are to wear protective footwear at all times in accordance with an employer's obligations under the [Work Health and Safety Act 2020](#) (Div. 2 s3(2)) to protect workers from workplace hazards.

If a tenant insists a worker/contractor remove their shoes prior to entering the premises the worker/contractor is entitled to refuse to enter the premises to carry out the work. For more information, see:

 [Work Health and Safety Act 2020 \(Div. 2 s3\(2\)\)](#)

 [Policy Statement 2.2.1 Housing Authority Entitlements - Access to the Property](#)

 [Policy Statement 2.3.1 Tenant Responsibilities - Tenant to Provide Access for Maintenance](#)

R 2.1.2 Cyclical Maintenance

Cyclical maintenance is defined as long term asset maintenance, determined on a property-by-property basis, in accordance with the Strategic Asset Management Framework and budget allocation procedures. For more information, see:

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

 [Rule R 2.1.10 Tenant and Housing Authority Responsibilities and Entitlements regarding - Painting \(Internal\)](#)

 [Rule R 3.1.12 What happens if a Property - Needs Painting?](#)

R 2.1.3 Electronic Door Requests

Customers who request an electronic door will need to provide supporting documents by their Occupational Therapist or Community Housing Provider. Requests for electronic doors will be assessed on a case-by-case basis. The decision to approve an electronic door will be made jointly by the Housing Authority's Occupational Therapist and Regional Manager.

Only one electronic door will be provided per house, which will be the main entrance door unless otherwise negotiated. The region should seek information from Housing Programs Directorate to assist in the appeals process. Further information can be found within the below Policy Statement:

 [Policy Statement 2.4.2 Tenant Entitlements - Electronic Doors](#)

R 2.1.3 (a) Factors to consider with Electronic Door Requests

When an electronic door is requested, the following will be considered:

- Living alone as opposed to a group or family situation.
- Availability of carers
- Number of hours provided by carers.

- Hand function of tenant.

An electronic door will not be provided when a full-time or live-in carer is on site for individual and group homes.

R 2.1.3 (b) Alternative Options to Electronic Doors

The type of door to be provided will be based on the Occupational Therapist Assessment report and the recommendation from the Housing Authority's Occupational Therapist. If the property cannot be modified to cater for an electronic door, then the Region or Housing Programs Directorate will consider other options. The options that may be considered include:

- Alternative door styles such as sliding or hinged.
- Alternative door handles such as lever handles with return or 'D' handles.
- Moving heights of the door hardware key
- Holders to assist with key turning.
- An electric strike door if keys cannot be managed.

R 2.1.3 (c) For New Constructions

All requests for electronic doors must be made prior to contract documentation being commenced for the building project(s).

R 2.1.3 (d) Appeals on Electronic Door Declines

If the Housing Authority declines a request for an electronic door, the applicant may appeal the decision through the Housing Authority Appeals Mechanism.

R 2.1.4 Estates (Housing Authority)

The Housing Authority's responsibilities in an estate include:

Gardening:

- Cutting all common lawns,
- Fertilising lawns and garden beds of both cultivated and weeded varieties
- Tree lopping and shrub pruning.
- Repairs and new installation for reticulation

Cleaning – Common Areas:

- Cleaning works within passageways, landings and stairways comprising of, but not limited to:
 - Floor polishing
 - Window cleaning
 - Graffiti removal
- Keeping the Common Areas free of papers, bottles, leaves, similar debris, and rubbish.
- Daily cleaning of the outside toilet
- Maintaining the cleanliness of car park drains

- Guttering
- Common and bulk rubbish disposal

General – Common Areas Only:

- Paving maintenance for car parks, bitumen grounds and pathways.
- Servicing of fire extinguishing equipment
- Replacing light globes and adjusting the time clock for security lighting where applicable.
- Maintaining the drains



Refer to the below link for context:

 [Policy Statement 2.1.2 \(b\) Housing Authority Responsibilities - In Multi Accommodation Complexes - Estates](#)

R 2.1.5 Fencing

As an agent for the Crown, the Housing Authority may seek exemption from the [Dividing Fences Act 1961](#). However, generally, the Housing Authority does not seek to exercise this right of exemption. The Housing Authority is responsible for the construction, repair, and costs (along with the adjoining owner) of dividing and wing fences, complying with the [Dividing Fences Act 1961](#).

Further information can be found via the below links:

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)
 [The Dividing Fences Act 1961](#)


The Housing Authority exercises a right of exemption from the [Dividing Fences Act 1961](#) where the Housing Authority's holding is vacant land. Regarding tenant requests for fencing or repairs to fencing see:

 [Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

Regarding regulations about erecting fences and adjoining owners see:

 [Policy Statement 6.2 Fencing \(Dividing\)](#)

 [Rule R 6.2 Fencing](#)

 [Rule R 4.1.3 \(f\) Tenant Liability – Type of Damage or Items Tenants charged for - Fencing](#)

R 2.1.6 Gutters (Housing Authority)

The cleaning of gutters is the Housing Authority's responsibility in all circumstances. For further information, see:

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 2.1.7 Heaters

In accommodation where heating does not currently exist, tenants are able to lodge an application for a room heater.

The hire of a heater is optional and if tenants do not wish to pay the room heater hire fee, the Housing Authority may remove the heater.

The room heater hire fee does not apply to seniors living in designated seniors' accommodation. Room heaters will not be removed from designated seniors' accommodation unless unserviceable.

Decisions on a tenants' eligibility is based on a demonstration of extenuating circumstances, that is, the tenant has an urgent medical need and is unable to supply a heater of their own.

Waiting time for a heater will depend on available funds.

Tenants may apply for a bayonet fitting to supply their own heating. Gas bayonets are not permitted in bedrooms or bathrooms.

Where an unflued gas heater or gas bayonet is installed, there must be two air vents fitted for ventilation. For further information, see:

 [Policy Statement 2.4.4 Tenant Entitlements - Heaters](#)

 [Room Heater Brochure](#)

 [Rule R 3.1.8 What happens if a Property - Has a Broken Heater?](#)

R 2.1.7 (a) Type of Heater Provided

In seniors' accommodation, a gas room heater is provided. Where gas is not available, an electric heater is provided.

In country areas where there is no reticulated town gas, the use of solid fuel heaters, such as slow combustion stoves, is dependent upon tenant request and regional discretion.

Where a medical reason is given that specifies either a gas or electric heater is required, then this will be assessed by the Housing Authority.

R 2.1.7 (a) (i) Wood Burning Heaters

Wood burning heaters will be removed from accommodation in the Metropolitan regions at vacancy. Where a wood burning heater is removed, Tenants will be provided with an alternative heater, such as a bayonet point or convection heater, and will be required to pay the room heater hire fee where required.

In country areas where there is no reticulated gas, the use of solid fuel heaters, such as slow combustion stoves, is dependent upon tenant request and regional discretion.

R 2.1.7 (b) Servicing of Unflued Heaters

Where an unflued gas heater is provided the Housing Authority will provide biennial servicing every two years. Refer to the link below for context:

[!\[\]\(3dfb8d66e81160ad61421a3452093d1b_img.jpg\) Rule R 3.1.8 What happens if a Property - Has a Broken Heater?](#)

R 2.1.8 Improvements/Fixtures (including Security)

Further information regarding improvements & fixtures can be found via the below:

[!\[\]\(339a16584d5da0f0a3ca4e9ec17bf6a1_img.jpg\) Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

[!\[\]\(a870788d6ed9b8fd294b7654a8c8526b_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 2.1.8 (a) Structures

Tenants undertaking their own improvements, that involve building or adding a structure, should obtain the required building approvals.

The Housing Authority may require the tenant to remove the structure at their own cost if the Housing Authority is **not** satisfied that the structure:

- Had the required building approval; or
- Is structurally sound; or
- Complies with relevant building codes, regulations or by laws; or
- Will be economically viable for the Housing Authority to maintain once the tenant vacates.

See the relevant local government by laws for more information.

[!\[\]\(9c2e8d1b5bd77cb5c9f83b7a9cff79fd_img.jpg\) Rule R 4.1.3 \(p\) \(ii\) Tenant Liability – Type of Damage or Items Tenants charged for – Tenant Installed Items – Removal or Repairs of Substandard Alterations](#)

R 2.1.8 (b) Maintenance on Tenant Installed Improvements

A tenant is responsible for the maintenance and cost of repairs of any improvement they have installed or added to the property. For more information see:

[!\[\]\(f1c5da15572e3e09d343161be98f508d_img.jpg\) Rule R 4.1.3 \(p\) \(ii\) Tenant Liability – Type of Damage or Items Tenants charged for - Tenant Installed Items – Removal or Repairs of Substandard Alterations](#)

[!\[\]\(235bfe13ebf007ce2eea9e689707fac7_img.jpg\) Policy Statement 3.5 What is a Non-standard Item?](#)

[!\[\]\(eabd9f9ababee93effadc3b380fe65fd_img.jpg\) Rule R 3.1.11 What happens if a Property - Needs a Non-standard Item Repaired?](#)

R 2.1.8 (c) Minor Improvements


The tenant may make minor improvements, which do not affect the structure of the premises, such as fitting curtains and blinds or attaching picture hooks or wall mounted furniture anchors.

The tenant must however repair or pay for any damage caused by the improvement or its removal. Further information can be found via the below:

 [Residential Tenancies Act 1987 s47.](#)

 [Policy Statement 3.5 What is a Non-standard Item?](#)

 [Rule R 3.1.11 What happens if a Property - Needs a Non-standard Item Repaired?](#)

 [Rule R 4.1.3 \(p\) \(ii\) Tenant Liability – Type of Damage or Items Tenants charged for - Tenant Installed Items – Removal or Repairs of Substandard Alterations](#)

R 2.1.8 (c) (i) Basketball Rings

Tenants are not to affix basketball rings and the Housing Authority will not approve the fixation of basketball rings onto a wall or structure of any Housing Authority property.

R 2.1.8 (c) (ii) Existing Basketball Rings (Tenant)

Tenants with existing basketball rings are required to arrange an inspection and obtain a report from a qualified structural engineer every 12 months that guarantees the safety of the basketball ring.

The cost of the engineer's annual inspection and report is to be incurred by the tenant.

If an engineer's report is not obtained, where the basketball ring's safety is guaranteed, then it must be removed at the tenant's expense if they installed the basketball ring.

Tenants must remove basketball rings they install onto the property when they vacate.

R 2.1.8 (d) Swimming Pools and Spa Pools

As of 28 March 2016, the Housing Authority does not permit the installation of a swimming pool and/or a spa pool which can hold water greater than 300mm in depth.

For information regarding exceptions, see:

 [Rental Policy Manual - Tenancy Management Policy s24.8](#)

R 2.1.8 (e) Security

Tenants, other than those within designated seniors' accommodation, may apply to have additional security items installed, with each case being judged on individual circumstances.

Any security item must be within existing budgets.

Examples of relevant circumstances where this may be considered include:

- Accessible flats (e.g., properties located on the ground floor)
- Properties against rights of way
- Tenants with medical problems

- Tenants with an individual problem (e.g., common occurrences of harassment)
- Tenants in suburbs where continual break-ins are a problem, as evidenced by the Police.
- A tenant's inability to obtain contents insurance.

Regarding security for victims of domestic violence see:

 [Family and Domestic Violence Policy](#)

For further information, see:

 [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

 [Rule R 2.1.8 \(e\) Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including Security\) - Security](#)

R 2.1.8 (e) (i) Suburbs with Ongoing Security Risks

Any suburb identified as having ongoing security risks by the Police will have upgraded security items installed.


Items considered for upgrade in areas with ongoing security risks include:

- Fitting keyed locked bolts to an existing sliding door
- Fitting of key locked bolts to sliding window sashes and winders to hinged window sashes. These enable window sashes to be locked in a partially open position.
- Fitting dead locks to external doors
- The fitting of solid core doors and barrier screen doors.

R 2.1.8 (e) (ii) Upgrades

Any upgrade program will include items of security. See the below links for more information:

 [Policy Statement 1.3.7 Which Properties will have – Security](#)

 [Rule R 1.1.13 \(a\) Preparing the Property for Letting – Security - New Constructions Security Items](#)

R 2.1.8 (e) (iii) Roller Shutters/Security Screens

The Housing Authority does not install roller shutters or security screens to its rental housing properties however, tenants may install them for security or to block out the sun.

Tenants must seek approval from the Housing Authority prior to installing roller shutters or security screens. The Housing Authority will only give approval if:

- The installation will be performed by a licensed and reputable company.
- The tenant submits a home escape plan.

A home escape plan must include two means of escape from the home that are easily opened and do not have a roller shutter or security screen attached. Additional advice can be sought from DFES's 'Safe and Secure Information' on 9395 9300 or online.

 [DFES Website](#)

R 2.1.8 (f) Reimbursement for Tenants undertaking their own Improvements

There will be no reimbursement unless the Housing Authority planned to carry out the improvement, the correct approvals have been obtained and then, only at the estimated value at the time of reimbursement for example, at the tenant's vacation.


The only exceptions are for:

- The installation of security screens, where reimbursement may be approved, subject to funding and executive approval.
- Victims of domestic violence, who will be reimbursed for security items they install. For security for victims of domestic violence see:

 [Family and Domestic Violence Policy](#)

- Any reimbursement will reflect the estimated value of the improvement at the finalisation of the tenancy. The purchase price less 10% per annum is to apply in this instance.
- Any reimbursement will be made at the finalisation of the tenancy subject to the availability of funds. Where funds are unavailable at the finalisation of the tenancy reimbursement shall be made as soon as practicable, but no more than one month after the finalisation of the tenancy.
- Reimbursement is subject to proof of installation and the correct approvals being obtained and provided by the tenant.
- Reimbursement may not be provided if the tenant has a debt owing to the Housing Authority. Alternatively, a reimbursement amount may be used to reduce a tenant's debt.

For further information, please see the below link:

 [Rule R 4.1.3 \(p\) \(ii\) Tenant Liability – Type of Damage or Items Tenants charged for - Tenant Installed Items - Removal or Repairs of Substandard Alterations](#)

R 2.1.9 Insurance

Please see the below link for further information:

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 2.1.9 (a) Building Insurance

The Housing Authority is its own insurer and is responsible for building insurance claims.

Further information can be found via the below link:

[!\[\]\(d0a1791f26d167e866e44ebbf83efebe_img.jpg\) Rule R 6.1.1 Recovery of Damage Costs – Insurance Claims and Repair Costs for Property Damage](#)

R 2.1.9 (b) Contents Insurance

Tenants are responsible for their own household contents insurance.

R 2.1.10 Painting (Internal)

The Housing Authority is responsible for painting the property.

Further information can be found via the below links:

[!\[\]\(10f8862fc183b400327470ea85afe9ae_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

[!\[\]\(e1d6102fe77919492c04879c8450f1f5_img.jpg\) Rule R 3.1.12 What happens if a Property - Needs Painting?](#)

[!\[\]\(73002692dd5e7a64e60946be3158e719_img.jpg\) Rule R 2.1.2 Tenant and Housing Authority Responsibilities and Entitlements regarding -Cyclical Maintenance](#)

[!\[\]\(d5d7044e5caf6907399af2dced8d6ff8_img.jpg\) Rule R 2.1.12 Tenant and Housing Authority Responsibilities and Entitlements regarding - Planned Maintenance](#)

[!\[\]\(35dc653d59570f8f891c312eeece91a2_img.jpg\) Rule R 4.1.3 \(n\) Tenant Liability - Type of Damage or Items Tenants charged for - Painting](#)

R 2.1.11 Pests

The Housing Authority is responsible for the eradication of:

- Termites, Singapore Ants, Bees, and Wasps in all accommodation types
- Cockroaches, fleas, common ants, only where undermining paving occurs via severe infestation, and other pests where the infestation occurs within:
 - Any accommodation type in the tenant's private defined area, within three months of their occupation, or where the tenant's actions are not responsible for the infestation
 - An estate on common ground
 - A strata property on common ground. This must be negotiated with the strata company.

Further information can be found via the below links:

[!\[\]\(5abce1a84a655b073239ab33e1199487_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

[!\[\]\(21226b58c700e5231ab98d27101bac58_img.jpg\) Rule R 3.1.13 What happens if a Property - Is Infested with Pests?](#)

The tenant is responsible for the eradication of:

- Cockroaches, fleas, bed bugs, common ants only where undermining paving occurs via severe infestation, and other pests within:
 - The tenant's private defined area, where it is a result of the tenant's actions, except where an infestation occurs within three months of occupation.

Further information can be found via the below link:

 [Rule R 3.1.13 What happens if a Property - Is Infested with Pests?](#)

R 2.1.12 Planned Maintenance

The Housing Authority will conduct planned maintenance, which is the process of identifying maintenance requirements in key high-cost categories, through ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance. The following items fall under [planned maintenance](#):

- Replacement of Sewer Lines (**PLNRS**)
 - Replacement of earthenware pipes with PVC, excluding original connection to sewer. This also includes replacement of leach drains, soak-wells, septic tanks, and other major sewer/septic replacements.
- Replacement of Timber and Louvered Windows with Aluminium Window Frames (**PLNAW**)
 - Replacement of unserviceable timber framed and louvered windows with aluminium frames.
- Internal Painting (**PLNIP**)
 - Only for tenants in occupation, where the property has not been painted for five years or more.
- Internal Cladding (**PLNIC**)
 - Replacement of internal wall linings and ceilings equivalent to the area of one room
- Roof Cladding (**PLNRC**)
 - Replacement of external unserviceable roof cladding
- Floor Coverings (**PLNFC**)
 - Replacement of unserviceable vinyl floor sheeting or vinyl tiles.
 - The minimum area is to be ten square metres.
- Electrical Rewire (**PLNER**)
 - The complete rewire of a building.

Further information can be found via the below link:

 [Policy Statement 2.1.1 Housing Authority Responsibilities – Generally](#)

R 2.1.13 Tenant Arrangements during Refurbishments

Where refurbishment programs are progressing, as per the agreed plan, and tenants do not wish to move from their property, where the policy states that they are not required to, then they will have their property upgraded to a similar standard to all other properties being refurbished. For example, the proposed upgrade should include improvements to lift the amenity level of the property.

This is to reward tenants who meet their tenancy obligations however, where tenants have not looked after their property within these developments, they should be managed in accordance with the [Policy Manual - Tenancy Management Policy](#). If

appropriate, some upgrading can be done to encourage tenants to bring their property up to a satisfactory standard.

The Project Manager is to work around the tenant, if possible, and with the tenant, to negotiate the amount of work, timeframes, and alternatives in conjunction with the Housing Authority Project officer. The preferred option may be to temporarily transfer the tenant and their belongings whilst works are being carried out. See the links below for context:

 [Policy Statement 2.1.4 Housing Authority Responsibilities - New Living, Redevelopment, and Refurbishment Programs](#)

 [Rental Policy Manual - Tenancy Management Policy s16 Transfer at the Housing Authority's request](#)

The Housing Authority **will**:

- Pay all removal and furniture storage cost(s)
- Clearly articulate the work required and timeframes.
- Manage the project to ensure timely, satisfactory workmanship.
- Offer the tenant the choice of colours/materials available within Housing Authority's specifications standards.
- Keep the tenant informed of progress.
- Ensure the contractor adequately secures the property.
- Provide [Property Condition Reports](#) for both properties.
- Arrange a new Tenancy Agreement for the temporary tenancy, with similar action on return to the substantive tenancy. Rent will be charged only on one property.
- Ensure that building rubble and rubbish is cleared from the site after completion of refurbishment and any related damage to the property is fixed.

For further information, see the below links:

 [Policy Statement 1.2 Assessing the Condition of a Property \(Property Condition Reports\)](#)

 [Policy Statement 5.2.2 Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates - Outgoing Inspection](#)

The Housing Authority **will not**:

- Take responsibility for damages/loss of furniture and belongings during removal or for items left within the premises. Items removed by designated removalists and/or stored off site in designated storage areas have insurance liability.
- Maintain the lawns and gardens during the refurbishment work, as this is the tenant's responsibility. Unless the tenant has relocated, the Housing Authority will maintain the lawns and gardens.

The Tenant **will**:

- Pay rent and water consumption costs as normal during the period. Regional discretion on extra costs including a rent-free period may be required.
- Maintain the lawns and gardens at the property in which they are temporarily residing.

R 2.1.14 Smoke Alarms

Housing Authority properties are to be fitted with at least one hard wired smoke alarm that is less than 10 years old from the date of manufacture. In exceptional circumstances, a battery-operated smoke alarm may be authorised by regional management.

The Housing Authority requires a 'push button test' of the smoke alarm to be performed during Annual, Ingoing and Outgoing Inspections in addition to the post-occupation inspection visit.

The Department of Fire and Emergency Services (DFES) recommends the push button test be performed monthly by the occupant of the property.

The Housing Authority will respond on an emergency basis where a smoke alarm is not functioning. For further information, see:

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

 [Policy Statement 1.3.8 Which Properties will have - Smoke Alarms](#)


Tenants must advise the Housing Authority immediately if a smoke alarm is not functioning.

The tenant is required to ensure the smoke alarm remains clean and free from dust or other particles. For further information, see:

 [Policy Statement 2.5.1 Damage and Repairs \(Tenant\) - Tenant to Report Damage](#)

 [Policy Statement 2.3.4 Tenant Responsibilities - Upkeep of Property](#)

 [Rule R 3.1.17 What happens if a Property - Has a Broken Smoke Alarm?](#)

 [Rule R 4.1.3 \(g\) Tenant Liability - Type of Damage or Items Tenants charged for - Fires when Smoke Alarm is Damaged](#)

 [Fact Sheet – RCD and Smoke Alarm Fact Sheet](#)

For more information about fire safety and smoke alarms, see:

 [DFES Website](#)

R 2.1.15 Tree Management

The Housing Authority is only responsible for tree lopping where trees are a danger to life, a hazard to the property (specifically the rental property or adjoining properties) or where trees are in close proximity to power lines. The power supplier defines the minimum safe clearance from power lines.

For further information, see:

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

Tenants are responsible for the lopping of trees on their Housing Authority property.

Neighbours are permitted by law to lop trees back to the fence line if they overhang. The tenant is responsible for removing the lopped branches if the neighbour puts them into the yard, as they are legally permitted to do. For further information, see:


 [Policy Statement 2.3.4 Tenant Responsibilities - Upkeep of Property](#)

R 2.1.15 (a) Tenant to notify Housing Authority of Dangerous Tree

Tenants must notify the Housing Authority of a dangerous tree and provide all notices from Western Power they have received. Failure to notify the Housing Authority may result in the tenant being charged with the cost of lopping as per [Rule R 4.1.3 \(q\)](#).

The Housing Authority will investigate any report of a dangerous tree and take necessary action. For further information, see:

 [Rule R 3.1.21 What happens if a Property - Has a Dangerous Tree?](#)

 [Rule R 4.1.3 \(q\) Tenant Liability - Type of Damage or Items Tenants charged for - Tree Management](#)

R 2.1.15 (b) Exemption from Lopping

A tenant may seek an exemption from tree lopping responsibilities where there is no able-bodied resident to undertake the task, such as an elderly or disabled tenant. The Housing Authority may exercise discretion in these instances.

R 2.1.16 Upkeep of Property (Tenant)

Keeping a property clean, undamaged and the garden and yard-maintained means:


- **Internally:** Free from rubbish, wall, and doors undamaged with no holes, premises, and fixtures clean.
- **Externally:** Yards have the grass sufficiently cut, gardens are maintained and free of rubbish.

The Housing Authority may provide assistance to re-establish gardens for new tenants if the grounds have been neglected by previous tenants. For further information, see:

 [Policy Statement 2.3.4 Tenant Responsibilities - Upkeep of Property](#)

 [Rule R 2.1.15 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tree Management](#)


 [Rule R 4.1.3 Tenant Liability - Type of Damage or Items Tenants charged for](#)

 [Policy Statement 5.1.3 \(a\) Tenant Responsibilities when Vacating - Damage and Cleaning Expenses \(Tenant Liability\) - Cleaning and Rubbish Removal](#)

 [Rule R 5.5 Assessing Vacated Tenant Liability](#)



R 2.1.16 (a) In Multi Accommodation Complexes

Tenants are responsible for their own private defined garden and/or yard areas within multi accommodation complexes. For further information, see:

 [Policy Statement 2.1.2 Housing Authority Responsibilities - In Multi Accommodation Complexes](#)

R 2.1.17 Water Consumption Charges in Shared Tenancies

Water consumption charges will be divided equally among the tenants who are signatories to the Tenancy Agreement. In the case of a tenancy where one person has been in occupation longer than another, the cost will be apportioned. For further information, see:

 [Policy Statement 2.3.6 Tenant Responsibilities - Water Consumption Charges](#)
 [Rental Policy Manual - Water Consumption Policy](#)

SUBPART 3 - When Things Break Down

POLICY STATEMENTS

3.1 What is Maintenance?

Maintenance is the repair or replacement of items of a like type, whereas improvements are the installation or addition of new appliances or facilities.

Maintenance can be performed on a day-to-day basis, occurring while a tenant is in occupation, vacated, or as planned maintenance following a property survey.

3.2 How is Maintenance carried out?

The Housing Authority carries out regular maintenance on all its rental properties through tendering of maintenance contracts across Western Australia.

3.3 Maintenance Categories

The timeframes for repairs used by the Housing Authority exceed the requirements set out by the [Residential Tenancies Act 1987](#).

Once a need for maintenance is identified, it will be actioned in accordance with one of the following Work Order categories:

1. P1 Emergency Work Orders
2. P2 Urgent Work Orders
3. P3 Priority Work Orders
4. P4 Routine Work Orders

Planned Programs are carried out by liaising with tenants for access or when the property is vacant. The Housing Authority Asset Management Plan is used to improve, protect, and prolong the life and safety of the asset. Building Condition

Assessments are utilized to inform cyclical, refurbishment, and improvement programs for the asset. These programs are reliant on the available budgets and priorities.

The Housing Authority Contractors carry out maintenance in accordance with the priority of the repair required.

3.3.1 P1 Emergency Work Orders

Emergency Work Orders are to rectify a life-threatening issue and will be rectified within 8 hours of the work order being issued to a Contractor. Some examples of Emergency Work Orders are:

- Electric shock prevention
- Rectifying earth wiring issues
- No electrical power to the property
- To eradicate wasp nests

For examples of emergency maintenance items see:

 [Rule R 3.1 What happens if a Property...](#)

3.3.2 P2 Urgent Work Orders

Urgent Work Orders are issued to repair or restore an essential service and must be completed/restored temporarily or permanently within 24 hours of the work order being issued to a Contractor. Some examples of Urgent Work Orders are:

- When there is no hot water
- To repair blocked toilets
- To repair water leaks

For examples of urgent maintenance items see:

 [Rule R 3.1 What happens if a Property...](#)

3.3.3 P3 Priority Work Orders

Priority Work Orders are issued to repair or avoid exposing a person to the risk of injury or accrue damage to the property. Priority work orders must be completed within 48 hours of the work order being issued to a Contractor. Some examples of Priority Work Orders are:

- Water temperature fluctuations
- Nonfunctional gas hot plates
- Roof leak(s), where the roof is a tiled roof.
- An overflowing cistern
- A cracked toilet bowl.

For examples of priority maintenance items see:

 [Rule R 3.1 What happens if a Property...](#)

3.3.4 P4 Routine Work Orders

Routine Work Orders are issued where the repair is deemed necessary for the property to adequately function, but it is not a safety issue or an essential service requiring completion within 28 days from the time of the work order being issued to a Contractor. Some examples of Routine Work Orders are:

- Cracked glass shower screen(s)
- Damaged exhaust fan(s)
- TV Reception calibration
- Flickering fluorescent light(s)
- Internal sliding door not attached to the runners.
- Loose and/or broken oven door hinges

For examples of routine maintenance items see:

 [Rule R 3.1 What happens if a Property...](#)

3.3.5 Discretion for Emergency, Urgent and Priority Maintenance

Discretion may be applied by Regional Management where circumstances do not clearly fit the above emergency and priority definitions. For more information, see:

 [Housing Authority Discretionary Decision Making Policy](#)

3.3.6 Timeframes for Repairs in Remote Areas

In remote areas, where it is impracticable to meet the timeframes stipulated for emergency, urgent, priority and routine maintenance, the Housing Authority will attend to maintenance work as close to the stipulated timeframes as possible.

3.3.7 Planned Maintenance

Planned maintenance is the process of identifying maintenance requirements, in key high-cost categories, through the ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance. For more information, see:

 [Rule R 2.1.12 Housing Authority Responsibilities and Entitlements regarding - Planned Maintenance](#)

3.3.8 Cyclical Maintenance

Cyclical maintenance is where long term asset maintenance is determined on a property-by-property basis, in accordance with the Strategic Asset Management Framework and Budget Allocation Guidelines. For more information, see:

 [Rule R 3.1.12 What happens if a Property - Needs Painting?](#)

3.4 What is After Hours?

[After hours](#) is defined as times that are outside the Maintenance Contractors business hours, being 8.00am to 5:00pm Monday to Friday.



3.5 What is a Non-standard Item?

Property improvements, fixtures and fittings not normally provided by the Housing Authority are classified as non-standard items. Where the Tenancy Agreement started prior to 1 July 2013, the Housing Authority will not maintain non-standard items in a property that are noted within the Tenancy Agreement.

Where the tenancy agreement started on or after 1 July 2013, the Housing Authority will maintain any non-standard items that are in the property at occupation, unless the item is specified as non-functioning within the Ingoing Property Condition Report. For further information, see:

-  [Rule R 3.1.11 What happens if a Property - Needs a Non-standard Item Repaired?](#)
-  [Policy Statement 2.4.5 Tenant Entitlements – Improvements/Fixtures \(including Security\)](#)
-  [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\)](#)
-  [Policy Statement 5.2.3 \(a\) Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates – Tenant Property Improvements/Fixtures - Remove Tenant Installed Improvements](#)

For examples of non-standard items, see the below rules:

-  [Rule R 3.1.1 What happens if a Property - Has a Broken Air Conditioner?](#)
-  [Rule R 3.1.2 What happens if a Property - Has a Broken Bore?](#)

For examples of standard items in particular dwellings, see:

-  [Policy Statement 1.3 Which Properties will have:](#)

3.6 What does a Tenant do if a Property needs...

3.6.1 Routine, Priority, Urgent or Emergency Maintenance?

A tenant of the property must notify the Housing Authority of any maintenance required, as soon as practicable, after the damage occurs. For further information, see:

-  [Residential Tenancies Act 1987 s38](#)
-  [Policy Statement 2.5.1 Damage and Repairs \(Tenant\) - Tenant to Report Damage](#)

Tenants must call Housing Direct on **1300 137 677** to report the damage.

If urgent repairs are required and the tenant is unable to contact the Housing Authority, the Housing Authority fails to arrange the repairs or the Housing Authority fails to keep the tenant informed, the tenant may arrange for minimum repairs to be completed by a suitable repairer.

The Housing Authority will then reimburse the tenant for any reasonable expense incurred.

3.6.2 Emergency or Urgent Maintenance After Hours?

If emergency maintenance is required [after hours](#), the tenant is to call Housing Direct on 1300 137 677 to report the damage.

A tenant must remain at home until the contractor arrives or arrange for immediate access otherwise, they will be charged with a call out fee. For further information regarding a contractor's responsibility to arrive to the site within three hours, under specific circumstances, see the below rule:

 [Rule R 4.1.3 \(d\) \(i\) Tenant Liability – Type of Damage or Items Tenants charged for - Contractor's Costs – Travel Costs](#)

For further information, see:

 [Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)

3.6.2 (a) Tenant Charges if not Emergency or Urgent Work

Agents are to advise tenants calling after hours that they will be charged a call out fee, plus the cost of materials, if the work does not fall under the emergency maintenance criteria.

Tenants may elect to have the repairs delayed until normal working hours. For further information, see:

 [Rule R 4.1.3 \(d\) \(i\) Tenant Liability – Type of Damage or Items Tenants charged for - Contractor's Costs – Travel Costs](#)

3.7 When will the Housing Authority...

3.7.1 Enter a Property for Maintenance Purposes?

Under the [Residential Tenancies Act 1987](#), an owner may only enter the premises under the following circumstances:

- a) In an emergency.
- b) For conducting routine inspections of the premises or any other purpose, on a day and at a reasonable time, specified by a notice in writing provided to the tenant:
 - i. No less than 7 days before the proposed entry; and
 - ii. Within 14 days before the proposed entry.
- c) At any reasonable time for the purpose of collecting the rent under the agreement, where it is payable once every week and it is agreed that rent be collected at the premises.
- d) Under section 77(4).
- e) For the purpose of carrying out or inspecting necessary repairs to, or maintenance of, the premises at any reasonable time, after providing the tenant no less than 72 hours' notice in writing prior to the proposed entry.

For further information, refer to:

 [Residential Tenancies Act 1987 s77](#)

3.7.2 Attend to Routine Maintenance?

The Housing Authority will attend to routine maintenance during normal working hours within 28 calendar days. It will not attend [after hours](#). For further information, see:

 [Policy Statement 3.4 What is After Hours?](#)

 [Policy Statement 3.3.4 Maintenance Categories – P4 Routine Work Orders?](#)

 [Rule R 3.1 What happens if a Property...](#)

3.7.3 Attend to Emergency Maintenance?


The Housing Authority will attend to emergency maintenance problems, during and after normal working hours, within 8 hours. For examples of emergency maintenance, see:

 [Rule R 3.1 What happens if a Property...](#)

3.7.3 (a) In Strata Complexes

In cases of emergency maintenance, or where co-operation is not forthcoming from the Strata Company to the detriment of the Housing Authority tenant, work may proceed at the discretion of Property Service Officers or Area/Assistant Managers.

Reimbursement will be sought from the Strata Company by the Property Service Officers. For further information, see:

 [Policy Statement 2.1.2 Housing Authority Responsibilities - In Multi Accommodation Complexes](#)

 [Strata Titles Act 1985](#)

3.7.4 Attend to Urgent Maintenance?

The Housing Authority will attend to urgent maintenance problems, during and after [normal working hours](#), within 24 hours. For examples of urgent maintenance, see:

 [Rule R 3.1 What happens if a Property...](#)

3.7.5 Attend to Priority Maintenance?

The Housing Authority will attend to priority maintenance problems, during normal working hours, within 48 hours. For examples of priority maintenance, see:

 [Rule R 3.1 What happens if a Property...](#)

3.7.6 Do Maintenance on Properties to be Developed or Demolished?

Properties identified for redevelopment or demolition will receive only essential maintenance as determined by regional management.

Essential maintenance will be carried out to ensure the property is functional and the tenant's health and safety are not in jeopardy.

Any improvement or refurbishment of a property may be determined by the Housing Authority's Strategic Asset Management Plan. For further information, see:

 [Rule R 5.5.7 Assessing Vacated Tenant Liability - Properties to be Demolished or Refurbished](#)

3.8 Damage Claimable on Housing Authority Building Insurance

The Housing Authority may claim some types of damages on insurance. For the Housing Authority claim on insurance, an event must have occurred such as fire and/or impact damage.

Insurance payments can either be recoverable or non-recoverable. If the damage is caused by a natural event or is accidental, the insurance payment is deemed non-recoverable. For more detail on insurance claims see:

 [Rule R 6.1.1 Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage](#)

3.9 Damage caused Intentionally or through Neglect or Recklessness (Tenant Liability)

Tenants are responsible for the cost of:

- All internal and external maintenance and repairs to a property caused intentionally, through neglect or recklessness (whether by misuse or otherwise); and
- Heavy cleaning and rubbish removal on vacation of the property.

For further information, see:

 [Rule R 4.1 Tenant Liability](#)

3.10 New Living, Redevelopment and Refurbishment Programs

Information regarding this section can be found within the below links:

 [Policy Statement 2.1.4 Housing Authority Responsibilities - New Living, Redevelopment and Refurbishment Programs](#)

 [Rule R 2.1.13 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tenant Arrangements during Refurbishment](#)

RULES

R 3.1 What happens if a Property...

R 3.1.1 Has a Broken Air Conditioner?

Where the Tenancy Agreement started prior to 1 July 2013, the Housing Authority will retain and make safe, but will not maintain, air conditioners. Alternatively, the Housing Authority may remove non-functioning air conditioners where practicable.

Where the Tenancy Agreement started on or after 1 July 2013, the Housing Authority will retain, repair, or replace air conditioners that were in the property when the tenant occupied unless the air conditioner was specified as non-functioning in the Ingoing Property Condition Report. For further information, see the below links:

 [Policy Statement 3.5 What is a Non-standard Item?](#)

 [Policy Statement 2.1.3 Housing Authority Responsibilities - Non-standard Items](#)

 [Policy Statement 1.3.1 Which Properties will have - Cooling](#)

 [Policy Statement 2.4.1 Tenant Entitlements - Cooling](#)

R 3.1.2 Has a Broken Bore?

Where the Tenancy Agreement started prior to 1 July 2013, the Housing Authority will retain and make safe, but will not maintain, bores.

Where the Tenancy Agreement started on or after 1 July 2013, the Housing Authority will retain, repair, or replace bores that were in the property when the tenant occupied it, unless the bore was specified as non-functioning in the Ingoing Property Condition Report. For further information, see the below links:

 [Policy Statement 3.5 What is a Non-standard Item?](#)

 [Policy Statement 2.1.3 Housing Authority Responsibilities - Non-standard Items](#)

R 3.1.3 Has a Broken Door or Window?

The Housing Authority will respond on an **emergency** basis to:

- Faulty door locks (external only) where the property cannot be secured, or the tenant is locked inside property with no other exit point.

The Housing Authority will respond on an **urgent** basis to:

- Requiring glass replacement
- Broken or faulty window frames where the window cannot be secured.

Solid core, hinged barrier screen and sliding barrier doors will be installed to rental dwellings when the replacement of existing doors is required. For further information, see the below links:

 [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)

- [!\[\]\(7e19807c61da14f515588e95cd49886c_img.jpg\) Policy Statement 3.3.2 Maintenance Categories – P2 Urgent Work Orders](#)
- [!\[\]\(8ff9e60a4b0560d7ec99179ef4779d9e_img.jpg\) Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)
- [!\[\]\(ab9b69bf5753a01c76b30af859454360_img.jpg\) Policy Statement 3.7.4 When will the Housing Authority - Attend to Urgent Maintenance?](#)
- [!\[\]\(c5af66b13c724ca428497900cdbbc9b3_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)
- [!\[\]\(1fde827780c8f912fd3ae9174d52d155_img.jpg\) Rule R 3.1.7 What happens if a Property - Has Broken Glass?](#)

R 3.1.4 Has an Electrical Fault?

The Housing Authority will respond to the following electrical faults on an **emergency** basis:

- No power to any area of the property
- Electric shocks such as sparks
- Stove completely non-functional
- No light to any area of the property, including common lighting.

The Housing Authority will respond to the following electrical faults on a **priority** basis:

- Security lighting
- Stoves – Where two or more parts are non-functional.

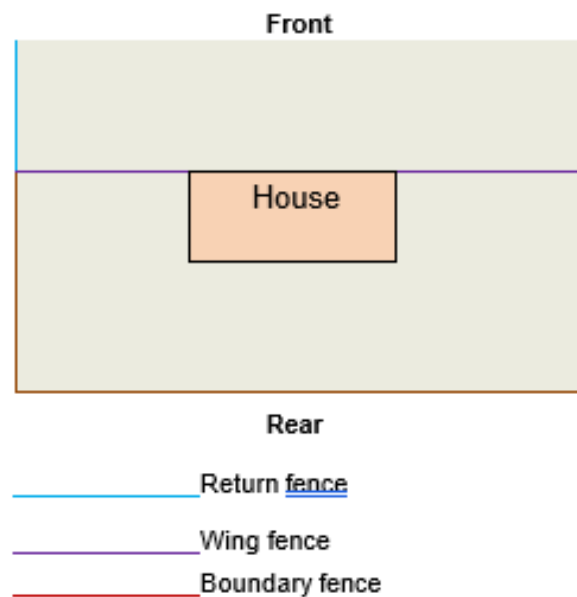
The tenant is to be informed that should any fault be caused by a faulty appliance or a non-connection by the power authority, the costs of the service will be charged to the tenant. Where the tenant reports a problem of no lights and power, they should be advised to first check that the problem is not due to:

- Omitting to reset the circuit breaker switches (where installed), or
- A power authority fault or grid failure.

Claims for fusion damage are made under the tenant's household content's policy. However, the Housing Authority will be responsible for the fusion damage that occurs as a consequence of proven faulty wiring or other related electrical problems. For further information, see the below:

- [!\[\]\(2a133ebb0337313d16cc068f19494aa2_img.jpg\) Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
- [!\[\]\(e5831951c2bb646a242d812c288ddabc_img.jpg\) Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)
- [!\[\]\(767ddc536c5331f5333c7801240a378b_img.jpg\) Policy Statement 3.3.2 Maintenance Categories – P2 Urgent Work Orders](#)
- [!\[\]\(7379045168890876f99aa36845a7ccf9_img.jpg\) Policy Statement 3.3.3 maintenance Categories – P3 Priority Work Orders](#)
- [!\[\]\(42f4a0fde8ff3fc8d2b462e1f7f61ba8_img.jpg\) Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)
- [!\[\]\(55973d721ff8fc5f4567ee0a60d2b0a0_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)
- [!\[\]\(9e509267a2baf8aa929419c5d25bb1da_img.jpg\) Rule R 4.1.3 \(b\) Tenant Liability - Type of Damage or Items Tenant charged for - Appliances](#)

R 3.1.5 Needs Fencing Repaired or Installed?



The Housing Authority will arrange for fencing repairs or installation depending on the type of fence and the circumstances involved.

Fencing should be maintained in a safe condition and perform its basic function. For further information, see the below:

- [!\[\]\(cdf2842d82858164c68c92720a337fb9_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)
- [!\[\]\(3973dad7f2f3eafb2c144deb79d5c822_img.jpg\) Policy Statement 3.3.4 Maintenance Categories – P4 Routine Work Orders](#)
- [!\[\]\(78688513da7a924039ac16e546d7bf8b_img.jpg\) Policy Statement 3.7.2 When will the Housing Authority – Attend to Routine Maintenance?](#)
- [!\[\]\(508a1136d49b79584e89f03b586dfa9e_img.jpg\) Rule R 2.1.5 Tenant and Housing Authority Responsibilities and Entitlements regarding - Fencing](#)

R 3.1.5 (a) Provision of Wing Fences

Wing fences are provided to existing properties for tenants with preschool children.

Where priority cannot be granted in a financial year, tenants may install a wing fence at their own expense, provided that written authorisation is granted by the Housing Services Officer. The fence must comply with local shire laws and regulations in addition to the Housing Authority standards and specifications.

Tenants requiring wing fencing for other reasons, such as security, will be granted wing fencing at the discretion of the Regional Management.

R 3.1.5 (b) Repair of Dividing and Wing Fences

Where dividing or wing fencing becomes unsafe or unsightly, the Housing Authority will inspect, repair, or replace the fencing as determined by the inspecting officer. An agreement will be made with any private owner if a boundary fence is affected.

Regarding Housing Authority legislative compliance and arrangements with neighbours when erecting a dividing fence, see:

 [Policy Statement 6.2 Fencing \(Dividing\)](#)

R 3.1.5 (c) Sufficient Fence (Dividing and Wing Fences)

The Housing Authority will build a 'sufficient fence' when constructing or repairing a [dividing fence](#) or [wing fence](#). The determined height and materials used must be acceptable and in line with the area and local by-laws. For further information, see:

 [Dividing Fences Act 1961](#)

A sufficient fence is:

- A fence prescribed by a local government law; or
- A fence of any standard agreed upon by adjoining owners, provided that it does not fall below the standards prescribed by the relevant local government law.


For further information about regulations regarding dividing fences, see:

 [Dividing Fences - A Guide](#)

R 3.1.5 (d) No Cost to Tenants for Dividing and Wing Fences

Housing Authority tenants are exempt from contributing to the cost of construction and repairs of a dividing or wing fence. However, if the tenant has caused the damage to the fence see:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Rule R 4.1.3 \(f\) Tenant Liability - Type of Damage or Items Tenant charged for - Fencing](#)

For recovering costs from owners of adjoining properties see:

 [Rule R 6.2.4 Fencing - Who pays for what?](#)

R 3.1.5 (e) Front and Return Fences

R 3.1.5(e) (i) Provision of Return Fences

A [return fence](#) may be provided only in special circumstances such as the prevention of heavy pedestrian traffic on a corner block, security, or to keep livestock away in country areas. Return fencing will also be provided in compliance with:

 [The Dividing Fences Act 1961](#); or

 [Dividing Fences - A Guide](#)

A tenant is not permitted to install their own return fence. Regarding legal requirements of erecting and repairing dividing fences and arrangements with neighbours see:

 [Policy Statement 6.2 Fencing \(Dividing\)](#)

 [Rule R 6.2 Fencing](#)

R 3.1.5 (e) (ii) Front Fences

The Housing Authority does not install front fencing. A tenant may install a front fence at their own cost, provided that it meets local government laws and regulations, the Housing Authority's standards and specifications, and the tenant agrees in writing to maintain the structure at their own expense.

R 3.1.5 (e) (iii) Front and Return Fences - Repair

If return or front fences become unsafe or unsightly:

- Where the tenancy agreement started prior to 1 July 2013, the Housing Authority will remove the fence if the tenant does not wish to maintain it. The removal will be a cost to the tenant if that tenant erected the fence.
- The Housing Authority will replace the fence if it was in place when the tenant occupied, and the tenancy agreement started on or after 1 July 2013 (see [Rule R 4.1.3 \(f\)](#)).

The Housing Authority may come to an agreement with a private owner concerning the construction or maintenance of a return fence, where funds are available. Regarding legal requirements of erecting and repairing [dividing fences](#) and arrangements with neighbours see:

 [Policy Statement 6.2 Fencing \(Dividing\)](#)

 [Rule R 6.2 Fencing](#)

R 3.1.6 Has a Gas Leak or Fault?

The Housing Authority will respond on an **emergency** basis to:

- Gas Leaks

Tenants should turn gas bottles/gas off where applicable. Where the gas leak occurs in the line between the road and the gas meter inside the box, the gas provider is responsible, and they must be contacted for repairs. All other gas repairs are the responsibility of the Housing Authority.

The Housing Authority will respond on a **routine** basis to:


- Faults to regulator or pig tails where LPG is used.

For further information, see the below:

 [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)

 [Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)






 [Policy Statement 3.3.2 Maintenance Categories – P2 Urgent Work Orders](#)

 [Policy Statement 3.7.4 When will the Housing Authority - Attend to Urgent Maintenance?](#)

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 3.1.7 Has Broken Glass?




For background policy information, see the below links:

-  [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
-  [Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)
-  [Policy Statement 3.3.3 Maintenance Categories – P3 Priority Work Orders](#)
-  [Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)
-  [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

The Housing Authority will respond on a **priority** basis to:





- Any broken (not cracked) glass.

However, broken glass will receive an emergency response if circumstances meet emergency criteria. See the links below for further information:

-  [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
-  [Rule R 4.1.3 \(k\) Tenant Liability - Type of Damage or Items Tenants charged for - Glazing](#)
-  [Rule R 6.1.1 \(d\) \(ii\) Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage – Claims for Specific Items - Glazing](#)



R 3.1.8 Has a Broken Heater?

The Housing Authority will respond on a **priority** basis to a broken room heater. Servicing of unflued heaters will be undertaken on a biennial basis (every two years), however tenants may still request a service if the heater is not functioning as intended. See below for context:

-  [Policy Statement 2.1.1 Housing Authority Responsibilities – Generally](#)
-  [Policy Statement 2.4.4 Tenant Entitlements - Heaters](#)
-  [Policy Statement 1.3.3 Which Properties will have - Heating](#)
-  [Policy Statement 2.4.4 Tenant Entitlements - Heaters](#)
-  [Rule R 2.1.7 Tenant and Housing Authority Responsibilities and Entitlements regarding - Heaters](#)

R 3.1.9 Needs an Improvement?

For information regarding needs for potential improvements, see:

-  [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)
-  [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including Security\)](#)

R 3.1.10 Has a Broken Hot Water System?

The Housing Authority will respond on an **urgent** basis:

- If no hot water is available (where repairs or installations are required)

See the below links for further information:

[!\[\]\(c3d993ca47bfe2a953c700506ce31fa0_img.jpg\) Policy Statement 3.3.3 Maintenance Categories – P3 Priority Work Orders](#)

[!\[\]\(d66ff64371a51729ac8c1cdaa685ba6f_img.jpg\) Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)

[!\[\]\(e3f8612927870f2e0f9f5989e6dd3064_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 3.1.11 Needs a Non-standard Item Repaired?

Where the Tenancy Agreement started prior to 1 July 2013, the Housing Authority will not maintain non-standard items in a property. Non-standard items at the end of their economic lives will be removed by Housing where it is deemed not economical to retain and maintain or to be replaced with standard items as per Housing Authority specifications.

Where the Tenancy Agreement started on or after 1 July 2013, the Housing Authority will maintain any non-standard items that are in the property at occupation unless the item is specified as not functioning in the Ingoing Property Condition Report. See below for further information:

[!\[\]\(cf531ed27e91483460120fcc057b3901_img.jpg\) Policy Statement 3.5 What is a Non-standard Item?](#)

[!\[\]\(d3102649f02e825ddb76dc3de0190154_img.jpg\) Rule R 3.1.1 What happens if a Property - Has a Broken Air Conditioner](#)

[!\[\]\(4b7a79268f6ba26c1471d4232fffa85a_img.jpg\) Rule R 3.1.2 What happens if a Property - Has a Broken Bore](#)

[!\[\]\(95b425611cbd2b8716a140cf67c81822_img.jpg\) Policy Statement 2.4.5 Tenant Entitlements – Improvements/Fixtures \(including Security\)](#)

[!\[\]\(b4eeff342f60cc7bcd67d869b4fedca2_img.jpg\) Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\)](#)

R 3.1.12 Needs Painting?

For information regarding needs for potential paint works, see:

[!\[\]\(56549452e01ca28bdf2500ced9653143_img.jpg\) Policy Statement 3.3.8 Maintenance Categories - Cyclical Maintenance](#)

[!\[\]\(1f56542a42e2413e44a2b2023033aa2e_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 3.1.12 (a) External Painting

External painting is carried out on a needs basis by the Housing Authority. In remote locations, where the cost of travel and accommodation is high, properties can be painted both internally and externally, at the discretion of Regional Management. Work on each quoted contract will be carried out to the Housing Authority's requirements.

R 3.1.12 (b) Internal Painting

Where the property has not been painted internally for a minimum of ten years, excessive discolouration is present throughout, or peeling paintwork is significant, internal painting can be undertaken in conjunction with the external painting requirements under Cyclical Maintenance. The extent of internal painting required is at the discretion of the Regional Management. See the below for further information:

[!\[\]\(919a2cb85b99741a73c0c31a427236a8_img.jpg\) Rule R 4.1.3 \(n\) Tenant Liability - Type of Damage or Items Tenants charged for - Painting](#)

R 3.1.13 Is Infested with Pests?

For additional information regarding pests, see:

[!\[\]\(d66ff64371a51729ac8c1cdaa685ba6f_img.jpg\) Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)

[!\[\]\(e3f8612927870f2e0f9f5989e6dd3064_img.jpg\) Policy Statement 3.3.4 Maintenance Categories – P4 Routine Work Orders](#)

[!\[\]\(003082e50e3009141f59bd5df831749f_img.jpg\) Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)

[!\[\]\(17413706fd4997a1a4bdf85c6864eee1_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 3.1.13 (a) Housing Authority Responsibilities

The Housing Authority will respond on an **emergency** basis to an infestation of:

- Bees and wasps

The Housing Authority is responsible for the eradication of:

- Termites, Singapore ants, bees, and wasps in all accommodation types
- Cockroaches, fleas, bed bugs, common ants (severe infestation only where undermining paving occurs) and other pests where the infestation occurs:
 - In any accommodation type in the tenant's private defined area within three months of the tenant's occupation or where the tenant's actions are not responsible for the infestation
 - In an estate on common ground
 - In a strata property on common ground. Negotiation with the strata company is required in this instance.

The Housing Authority will engage only licensed pest control operators who operate under Department of Health regulations. The Housing Authority will spray only where infestation occurs in the actual dwelling, not in the areas outside, such as trees, fences, etc., with the exception of a severe infestation of common ants where the activity of the ants undermines the stability of a brick paved area resulting in a hazardous risk of tripping to pedestrians.

Where special circumstances occur, discretion may be exercised by regional management.

All spraying will be carried out in accordance with the Australian Standards AS 3660.2.

R 3.1.13 (a) (i) Advice to Tenant

Where the property is occupied, the contractor is to inform the tenant of the relevant safety precautions and adhere to the safe work practices.

R 3.1.13 (b) Tenant Responsibilities

Eradication of cockroaches, fleas, bed bugs common ants (severe infestation only where undermining of paving occurs) and other pests is the responsibility of the tenant in their private defined area where it is a direct result of their actions, except:

- Where the infestation occurs within three months of the tenant's occupation.

R 3.1.14 Has a Plumbing Problem?

For additional information regarding plumbing problems, see:

- ✚ [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
- ✚ [Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)
- ✚ [Policy Statement 3.3.2 Maintenance Categories – P2 Urgent Work Orders](#)
- ✚ [Policy Statement 3.7.4 When will the Housing Authority - Attend to Urgent Maintenance?](#)
- ✚ [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 3.1.14 (a) Burst Water Pipe

The Housing Authority will respond on an **emergency** basis to:

- Burst Water Pipes

If the emergency call occurs on the [day prior to the next working day](#), then the works can remain pending until the following morning, providing the main can be turned off. If the main cannot be turned off immediate action is required.

R 3.1.14 (b) Blocked/Broken Toilet (Ped Pan)

The Housing Authority will respond on a **priority** basis to:

- A blocked toilet in all dwelling types.
- A cracked or broken [ped pan requiring replacement](#).

Please see below for additional information:


- 🔗 [Rule R 4.1.3 \(o\) Tenant Liability – Type of Damage or Items Tenants charged for - Plumbing Blockages](#)

R 3.1.14 (c) Blocked Waste Pipe

The Housing Authority will respond on a **priority** basis to:

- A blocked waste pipe (from either a sink, bath, or basin through to the ground) in all dwelling types.

Please see below for additional information:

 [Rule R 4.1.3 \(o\) Tenant Liability – Type of Damage or Items Tenant charged for - Plumbing Blockages](#)

R 3.1.14 (d) Septic Tanks/Soak Wells

The Housing Authority will respond on an **emergency** basis to:

- Overflowing or collapsed septic tanks or soak wells only where risks to causing a health hazard is present.

Single detached and duplex housing are to receive attention up to noon on the [day prior to the next working day.](#)

The Housing Authority will respond on a **priority** basis to:

- Soak wells – Where they are collapsed, causing ground subsiding, or require new lids.

R 3.1.14 (e) Broken Tap Washer

The Housing Authority will respond on an **urgent** basis to:

- Tap Washers – If the tap running only and not dripping


R 3.1.15 Has a Leaking Roof?

The Housing Authority will respond on a **priority** basis to:

- Roof leaks – During the wet season only (October to March)

For additional information:

 [Policy Statement 3.3.3 Maintenance Categories – P3 Priority Work Orders](#)

 [Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)

 [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

R 3.1.16 Needs Security?

For additional information regarding security needs, see the below:

 [Policy Statement 2.1.1 Housing Authority Responsibilities – Generally](#)

 [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

 [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including Security\)](#)

R 3.1.17 Has a Broken Smoke Alarm?

The Housing Authority will respond on an **emergency** basis where the smoke alarm:

- Does not appear to be working.
- Appears to be broken.

- Appears to exhibit exterior damage.

Further information can be found below:

- [!\[\]\(13b6bdd0ca077c333d50231f1443cb1d_img.jpg\) Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
- [!\[\]\(5dbedd4e1e8871e3a0e67053ad2f9701_img.jpg\) Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)
- [!\[\]\(d4749465acb9b53e115af1f9ce82539c_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)
- [!\[\]\(3e3001313d495ec87b5a6a5de6205728_img.jpg\) Policy Statement 1.3.8 Which Properties will have – Smoke Alarms](#)
- [!\[\]\(e26df985e6d3e053d2593dc7b93b41cf_img.jpg\) Rule R 2.1.14 Tenant and Housing Authority Responsibilities and Entitlements regarding - Smoke Alarms](#)
- [!\[\]\(2d8989e35a5d1c61f2b9b0307dee0da4_img.jpg\) Rule R 4.1.3 \(g\) Tenant Liability – Type of Damage or Items tenant charged for - Fires when Smoke Alarm is Damaged](#)

R 3.1.18 Has an Expired Smoke Alarm?

The Housing Authority will respond on an **emergency** basis where the smoke alarm:

- Is older than 10 years of age from the manufacture date.
- Is past the 10-year expiry date.

The Housing Authority will respond on a **priority** basis where the smoke alarm:

- Is almost 10 years of age from the manufacture date.
- Is about to pass the 10-year expiry date.

Further information can be found below:

- [!\[\]\(e6ddc77b791299d975007937cebef274_img.jpg\) Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
- [!\[\]\(ab52e27d061d76db54e182891376cff5_img.jpg\) Policy Statement 3.7.3 When will the Housing Authority - Attend to Emergency Maintenance?](#)
- [!\[\]\(62325268b83c539c826661482098edc3_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities – Generally](#)
- [!\[\]\(576eae82d6cd110cfd50d3e0356faa5a_img.jpg\) Policy Statement 1.3.8 \(a\) Which Properties will have - Smoke Alarms – Smoke Alarm Requirements](#)

R 3.1.19 Has a Broken Stove?

The Housing Authority will respond on a **priority** basis to:




- A stove which is completely non-functional
- A stove where two or more parts are not working.

Further information can be found below:

- [!\[\]\(f6ec0429e2f15dbd4a39b612501b6fa4_img.jpg\) Policy Statement 3.3.3 Maintenance Categories – P3 Priority Work Orders](#)
- [!\[\]\(bccf48a45f044a80137a9e5c119c3170_img.jpg\) Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)
- [!\[\]\(7af7f378eb8a73ac86e99d0b616ca2dd_img.jpg\) Policy Statement 2.1.1 Housing Authority Responsibilities – Generally](#)





R 3.1.20 Has Damage caused Intentionally or through Neglect or Recklessness (Tenant Liability)?

Damage will be repaired as per the policy in which the item falls under however, [tenant liability](#) will be charged if the damage was caused intentionally or through neglect or recklessness of the tenant. For further information, see:



-  [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)
-  [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)
-  [Rule R 4.1 Tenant Liability](#)

R 3.1.21 Has a Dangerous Tree?

The lopping of trees on a Housing Authority property is the responsibility of the tenant however, the Housing Authority will attend on a priority basis to any dangerous situation from a tree posing an immediate threat to persons or property. For further information, see:

-  [Rule R 2.1.15 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tree Management](#)
-  [Policy Statement 3.3.3 Maintenance Categories – P3 Priority Work Orders](#)
-  [Policy Statement 3.7.5 When will the Housing Authority - Attend to Priority Maintenance?](#)
-  [Policy Statement 2.1.1 Housing Authority Responsibilities - Generally](#)

The Housing Authority will lop trees that are a danger to life, a hazard to the rental property adjoining properties, and power lines. For further information, see:

-  [Rule R 2.1.15 Tenant and Housing Authority Responsibilities and Entitlements regarding – Tree Management](#)
-  [Rule R 4.1.3 \(q\) Tenant Liability – Type of Damage or Items Tenants charged for – Tree Management](#)

Before the Housing Authority attends on a priority basis to a dangerous tree call, an inspection will be conducted by the PSO/HPSO.

SUBPART 4 - Tenant Liability

POLICY STATEMENTS

4.1 Tenant Charges (Tenant Liability)

Tenants are responsible for the cost of:

- All internal and external maintenance and repairs to a property caused either intentionally, through neglect or recklessness whether by misuse or otherwise.
- Property damages caused by either themselves and/or someone on the property with the tenant/s permission.

- Heavy cleaning and rubbish removal where required on the tenant's vacation from the property. These charges are called [tenant liability](#) (TL).

For further information and guidelines on specific types of damages and charges, see:

 [Rule R 4.1 Tenant Liability](#)

 [Rule R 5.5 Assessing Vacated Tenant Liability](#)

 [Policy Statement 6.1.2 Recovery of Damage Costs - Wilful Damage or Arson](#)

RULES

R 4.1 Tenant Liability

For background information regarding tenant liability, see:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

R 4.1.1 During Occupation or on Vacation

A [tenant liability](#) charge may be incurred during occupation or on vacation. See the below link for further information:

 [Rule R 5.5.1 Assessing Vacated Tenant Liability - Outgoing Property Condition Reports \(includes Properties to be Demolished\) -Timeframes](#)

R 4.1.2 Factors affecting Tenant Liability Assessment

The Tenant Liability (TL) Assessment is based solely on the physical situation of the property when inspected. The decision to not charge TL based on tenancy factors can be made by the inspecting officer who must clearly document the reasons for any concessions granted which are then subject to vetting by an independent officer. Factors to consider are fair wear and tear, accidental damage and damage caused by family and domestic violence. For context, see:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Family and Domestic Violence Policy](#)

R 4.1.3 Type of Damage or Items Tenants charged for

The following is a list of items that, tenant liability may be charged for. It is not intended to provide an exhaustive list of tenant liability items but merely a description of specific items where further consideration may be required. See the below link for more information:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

R 4.1.3 (a) Adjoining Properties

Tenants will be charged for tenant liability for damages caused intentionally, through neglect or recklessness to adjoining Housing Authority properties.

R 4.1.3 (b) Appliances

Where tenant liability is charged for damage to an appliance, the tenant will be charged a percentage of the costs depending on the age of the appliance. The percentage of costs are as follows:

- 0 - 3 years old - 80%
- 3 - 5 years old - 50%
- 5 - 9 years old - 25%
- 9+ years old - Tenant liability will be waived

R 4.1.3 (c) Cleaning and Rubbish Removal

Tenants are responsible for the cost of [heavy cleaning](#) and rubbish removal on vacation of the property.

As cleaning and rubbish removal is only charged for on vacation of the property see:

 [Policy Statement 5.1.3 Tenant Responsibilities when Vacating - Damage and Cleaning Expenses \(Tenant Liability\)](#)

 [Rule R 5.5 Assessing Vacated Tenant Liability](#)

R 4.1.3 (d) Contractor's Costs

Common contractor costs incurred by the Department are detailed as below.

R 4.1.3 (d) (i) Travel Costs

Where the total of the [Work Order](#) is charged to [tenant liability](#) (i.e., all items), then any travel charges associated with the Work Order will also be charged as tenant liability. Where charges incurred consist of part maintenance and part tenant liability charges, no travel costs will be charged.

R 4.1.3 (d) (ii) Call Out Fees and Travel Costs for Emergency Maintenance if Tenant not home

A tenant will be charged [tenant liability](#) for a call out fee and travel costs, whether [after hours](#) or not, for an [emergency job](#) if they do not remain at home until the contractor arrives, or do not arrange for immediate access to the property. In this circumstance, the contractor must arrive within eight hours.

See the below links for more information:




 [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)

 [Policy Statement 3.6.1 What does a Tenant do if a Property needs - Routine, Priority, Urgent or Emergency Maintenance?](#)

R 4.1.3 (d) (iii) After Hours Emergency Call Out Fees


Tenants will be charged the minimum call out fee plus the costs of materials if a contractor is sent out and the required works do not fall under the emergency maintenance criteria.

See the below links for more information:

-  [Policy Statement 3.3.1 Maintenance Categories – P1 Emergency Work Orders](#)
-  [Policy Statement 3.4 What is After Hours?](#)
-  [Policy Statement 3.6.2 What does a Tenant do if a Property Needs – Emergency or Urgent Maintenance After Hours](#)

R 4.1.3 (d) (iv) Tenant Arrangements – Travel Costs

Travel costs are charged as tenant liability if the tenant defaults on any arrangements made with the contractor. See the below link for more information:

-  [Policy Statement 3.6.1 What does a Tenant do if a Property needs - Routine, Priority, Urgent or Emergency Maintenance?](#)

R 4.1.3 (e) Electrical Faults

Where electrical faults are proven to be caused directly by tenant's faulty appliances, tenant liability will be charged. Discretion should be applied if the tenant was not aware the appliance was faulty.


Where an unauthorised person without the appropriate ticket to do the work has carried out electrical work with permission of the current tenant, [tenant liability](#) will be charged.

Where electrical costs arise from a disconnection by Western Power due to the tenant's non-payment of their account, tenant liability will be charged. See the below link for further information:

-  [Rule R 3.1.4 What happens if a Property - Has an Electrical Fault?](#)

R 4.1.3 (f) Fencing

If the Housing Authority must remove a fence installed by the occupying tenant, [tenant liability](#) will be charged. See the below link for more information:


-  [Rule R 3.1.5 \(e\) \(iii\) What happens if a Property - Needs Fencing Repaired or Installed? - Front and Return Fences – Front and Return Fences-Repair](#)

Where the damages have been caused by a Housing Authority tenant to a dividing fence, tenant liability will be charged with no cost to the private owner of the dividing fence. See the below link for more information:

-  [Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

R 4.1.3 (g) Fires when Smoke Alarm is Damaged

Where a smoke alarm is damaged by the tenant and rendered ineffective, any resulting damage may be charged as [tenant liability](#). See the below links for more information:

-  [Rule R 2.1.14 Tenant and Housing Authority Responsibilities and Entitlements regarding - Smoke Alarms](#)

[!\[\]\(221a48463f9a8d02fe9080ec754774b0_img.jpg\) Rule R 3.1.17 What happens if a Property - Has a Broken Smoke Alarm](#)

R 4.1.3 (h) Floors - Strip and Polish

The stripping and polishing of floors should only be charged as [tenant liability](#) in certain cases and should not be an automatic charge. Tenant liability should only be charged when excessive scuffing on the floors has occurred, or remnants of a rubber-backed carpet or glue requires removal as an example.

R 4.1.3 (i) Fly Wire

Where new fly wire is required within five years of the last installation by the Housing Authority, tenant liability will be charged. The percentage of tenant liability charged is as follows:

- Up to one year since installation - 100%
- One to two years since installation - 80%
- Two to three years since installation - 60%
- Three to four years since installation - 40%
- Four to five years since installation - 20%
- Five years and over since installation - Nil

R 4.1.3 (j) Forced Entry Damage

Where the Housing Authority makes a forced entry, any damages are charged as [tenant liability](#). For example, forced entry to an abandoned property or forced entry due to the tenant losing their keys. See the below link for more information:

[!\[\]\(5b4ce100c2a25ea84137b8f54d93bf49_img.jpg\) Rule R 4.1.4 \(c\) Tenant Liability - Type of Items or Damage not charged to Tenant - Forced Entry by Police](#)

R 4.1.3 (k) Glazing

Glazing repairs will be identified as either [tenant liability](#) or [insurance \(recoverable or non-recoverable\)](#) depending on the circumstances.

See the below link for more information:

[!\[\]\(a08360dc3235ed03bca83cba39535645_img.jpg\) Rule R 6.1.1 \(d\) \(ii\) Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage - Claims for Specific Items - Glazing](#)

Exceptions apply where:

- Bathroom mirrors (re-poly or beading) have deteriorated due to age.
- Shower screens have cracked for reasons other than intentional, negligent, or reckless damage by the tenant.

These exceptions will be charged to maintenance.

Tenant liability will be charged for glass breakages where there is a consistent history of this type of damage. See the below link for more information:

[!\[\]\(955f9fcd31bc84508b84787f6d7c519d_img.jpg\) Rule R 3.1.7 What happens if a Property - Has Broken Glass?](#)

R 4.1.3 (l) Grounds/Yard Maintenance

Any costs associated with mowing lawns, slashing grass, cutting edges or rubbish removal, including car bodies and vehicular tires, will be charged as [tenant liability](#). However, discretion may be applied, for instance in regional areas where grass grows quicker in certain months.

Tenant liability is charged where the Housing Authority has landscaped the property, and the tenant has intentionally, neglectfully or recklessness caused damages that requires replacing or repairing the yard back to its original state. This includes damages to garden taps, reticulation and other underground water or gas piping. See the below link for more information:

[!\[\]\(99f58673407353e96a019fbca558fd72_img.jpg\) Rule R 5.5.8 Assessing Vacated Tenant Liability - Waiver of Tenant Liability \(Cleaning and Rubbish Removal\)](#)

R 4.1.3 (m) Lost Keys

Tenant liability will be charged to replace lost keys, locks and barrels where required. Discretion may be applied under a review or appeal process. See the below link for more information:

[!\[\]\(a870788d6ed9b8fd294b7654a8c8526b_img.jpg\) Policy Statement 2.3.2 Tenant Responsibilities - Keys \(Tenant\)](#)

R 4.1.3 (n) Painting

Where the painting of internal surfaces is required, within five years of the last paint by the Housing Authority, [tenant liability](#) will be charged. The percentage of tenant liability to be charged will be as follows, where the Housing Authority last performed paint works:

- Up to one year since last painted - 100%
- One to two years since last painted - 80%
- Two to three years since last painted - 60%
- Three to four years since last painted - 40%
- Four to five years since last painted - 20%
- Five years and over since last painted - Nil.

See the below links for more information:

[!\[\]\(6a9b39b98eb945faa14c645ec99e4eaa_img.jpg\) Rule R 2.1.10 Tenant and Housing Authority Responsibilities and Entitlements regarding - Painting \(Internal\)](#)

[!\[\]\(9c2e8d1b5bd77cb5c9f83b7a9cff79fd_img.jpg\) Rule R 2.1.2 Tenant and Housing Authority Responsibilities and Entitlements regarding - Cyclical Maintenance](#)

[!\[\]\(e3275251d0893157c3584e20c81dc3ba_img.jpg\) Rule R 3.1.12 What happens if a Property - Needs Painting?](#)

R 4.1.3 (o) Plumbing Blockages

Where a plumbing blockage can be identified as intentionally or negligently caused by the tenant, [tenant liability](#) will be charged.

Where there is proven excessive and unauthorised overcrowding resulting in regular pump-outs of septic/sullage wells, tenant liability will be charged.

Contractors are requested to report the cause of all blockages to [ped pans](#), waste pipes and sewer lines. See the below link for more information:

 [Rule R 3.1.14 What happens if a Property - Has a Plumbing Problem?](#)

R 4.1.3 (p) Tenant Installed Items

Common items installed by tenants are detailed as below.

R 4.1.3 (p) (i) Floor Coverings

[Tenant liability](#) will be charged for damages caused in the laying or removal of tenant floor coverings, including to [Quarter round \(Quad\)](#).

R 4.1.3 (p) (ii) Removal or Repairs of Substandard Alterations

The cost of repairs to remove substandard alterations or additions will be charged to the tenant as tenant liability. See the below link for more information:

 [Rule R 2.1.8 Tenant and Housing Authority Responsibilities and Entitlements regarding - Improvements/Fixtures \(including security\)](#)

R 4.1.3 (p) (iii) Front Fencing

If fencing becomes unsafe or is unsightly, the Housing Authority will remove it if the tenant does not wish to maintain it.

The removal will be at a cost to the tenant if that the fence was erected initially by the tenant. See the below link for more information:

 [Rule R 2.1.5 Tenant and Housing Authority Responsibilities and Entitlements regarding - Fencing](#)

R 4.1.3 (q) Tree Management

If a tenant fails to notify the Housing Authority of a dangerous tree, refer to the below link:

 [Rule R 2.1.15 Tenant and Housing Authority Responsibilities and Entitlements regarding - Tree Management](#)

In this instance the Housing Authority may charge the tenant with the cost of lopping. For more information, refer to the below link:

 [Rule R 3.1.21 What happens if a Property - Has a Dangerous Tree?](#)

R 4.1.3 (r) Window Cleaning

Please see the below links for the rules surrounding window cleaning:

 [Rule R 5.5.4 Assessing Vacated Tenant Liability – Window Cleaning](#)

 [Rule R 5.5.8 Assessing Vacated Tenant Liability - Waiver of Tenant Liability \(Cleaning and Rubbish Removal\)](#)

R 4.1.4 Type of Items or Damage not charged to Tenant

A summary of common item or damage types that are not able to be charged to the tenant are summarised in this section. See the below link for background information surrounding the policy requirements:

 [Policy statement 4.1 Tenant Charges \(Tenant Liability\)](#)

R 4.1.4 (a) Fair Wear and Tear

[Fair wear and tear](#) are not charged as tenant liability. Fair wear and tear is defined as the gradual and expected deterioration to fixtures and fittings caused by normal usage over time.

R 4.1.4 (b) Accidental Damage

When assessing [tenant liability](#), accidental damage must be considered. Tenant liability will only be charged when there is clear evidence to support the contention that the damage was caused intentionally, neglectfully or through recklessness.

R 4.1.4 (c) Forced Entry by Police

Where the police have initiated a forced entry to Housing Authority properties, any associated damages will be charged to maintenance as insurance non-recoverable accidental.

Examples include forced entry to apprehend a tenant or visitor, or because the Housing Authority is concerned for the welfare of the tenant.

Discretion may be exercised to charge tenant liability in circumstances where there are repeated forced entries made by police. Refer to the below links for more information:

 [Rule R 6.1.1 Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage](#)

 [Rule R 4.1.3 \(j\) Tenant Liability - Type of Damage or Items Tenants charged for - Forced Entry Damage](#)

R 4.1.5 Damage by Persons not signatory to the Tenancy Agreement

The following steps where this type of damage has occurred have been summarised in the below sections under R 4.1.5. Refer to the below link for context:

 [Policy statement 4.1 Tenant Charges \(Tenant Liability\)](#)

R 4.1.5 (a) Tenant to Provide Identity Details of Persons Responsible for Damage

Where the tenant is aware of the identity or address of any person(s) responsible for the damage, these details must be supplied to the Housing Authority for the purpose of preparing an insurance claim.

The cost of repairs will be charged to the tenant until this information is received and verified. Refer to the below links for more information:

-  [Rules 6.1.1 Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage](#)
-  [Rule R 5.5.6 Assessing Vacated Tenant Liability – Vandal Damage after Vacation](#)

In situations where domestic violence is suspected to have contributed to damage done, see:


 [Family and Domestic Violence Policy](#)

R 4.1.6 Tenant Responsible for Damage until the Tenancy Agreement Ceases

A tenant will be responsible for any damage to the property until they vacate, and the tenancy agreement has formally ended. For more information, see the below link:


 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

Regarding vacation generally, see the below links:

-  [Subpart 5 When a Tenant Moves Out](#)
-  [Rule R 5.5.6 Assessing Vacated Tenant Liability – Vandals Damage after Vacation](#)

R 4.1.6 (a) If Tenant Abandons the Property

If the tenant abandons the property or fails to return the keys, they will be responsible for any damage until the [Outgoing Property Condition Report](#) is done. For more information, refer to the below links:

-  [Policy Statement 5.2 Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates](#)
-  [Policy Statement 5.2.2 \(b\) Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates – Outgoing Inspection - Outgoing Property Condition Report \(PCR\)](#)

The tenant will also be charged tenant liability for the cost of replacing the locks and keys if the keys are not returned as per [Rule R 4.1.3 \(m\) Tenant Liability – Type of Damage or Items Tenants charged for - Lost Keys](#).

R 4.1.7 How Tenant Liability Charges are Divided in Shared Tenancies and Families

For context, refer to the below link:

 [Policy statement 4.1 Tenant Charges \(Tenant Liability\)](#)

If the tenancy is shared, [tenant liability](#) will be assessed on a percentage basis for communal areas, and 100% for individual bedroom areas.

For families, cost will be apportioned according to the number of tenant signatures on the [Tenancy Agreement](#) however, apportionment may vary in cases where domestic violence is involved. See the below link for more information:

 [Family and Domestic Violence Policy](#)

R 4.1.8 Disputes regarding Tenant Liability Charges

For context regarding tenant liability disputes, see the below link:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)


R 4.1.8 (a) Unsubstantiated Tenant Liability Charges

When the Housing Authority has not substantiated a [tenant liability](#) debt this will be waived, and the tenant will not be charged.

R 4.1.8 (b) Appeals

The Housing Authority will use its Housing Appeal Mechanism (HAM) wherever possible to resolve disputes regarding tenant liability. For more information, see the below links:

 [Housing Appeals Mechanism](#)

 [Rule R 5.5.8 Assessing Vacated Tenant Liability - Waiver of Tenant Liability \(Cleaning and Rubbish Removal\)](#)

 [Rule R 6.1 Recovery of Damage Costs](#)

 [Rental Policy Manual - Bond Accrual Policy](#)

SUBPART 5 - When a Tenant Moves Out

POLICY STATEMENTS

5.1 Tenant Responsibilities when Vacating

The below sections, under Subpart 5.1, detail the responsibilities of a Tenant upon vacating a Housing Authority property.

5.1.1 Notice of Intention to Vacate

A tenant must give 21 days' notice of intention to vacate, as required by the [Residential Tenancies Act 1987](#).

See the below links for context:

 [Residential Tenancies Act 1987](#)

 [Rental Policy Manual - Tenancy Management Policy s26: Ending a Tenancy by Tenant](#)

When notice is given to vacate, the Housing Authority will arrange a Pre- Vacation Inspection. Refer to the below rules for more information:

 [Rule R 5.1 Pre-Vacation Inspections](#)

 [Rule R 5.2 Abandoned Properties](#)

 [Rule R 5.3 Deceased Estates - Removal of Property](#)

5.1.2 When Tenant Maintenance Responsibilities Expire

A tenant is responsible for the property until the tenancy agreement has formally ended. Rent is also payable until this point. See the below links for more information:

 [Rule R 5.4 If Tenant Fails to Return Keys](#)

 [Rental Policy Manual - Tenancy Management Policy s26 - Ending a Tenancy by Tenant](#)

5.1.3 Damage and Cleaning Expenses (Tenant Liability)

Tenants are responsible for the cost of:

- All internal and external maintenance and repairs to a property caused intentionally or through neglect or recklessness (whether by misuse or otherwise)
- Whether it is caused by themselves and/or by someone on the property with the tenant(s) permission
- Heavy cleaning and rubbish removal on vacation. This is charged as tenant liability (TL).

Occupied tenant liability is charged to a tenant during their tenancy. Vacated tenant liability is charged to a tenant when they vacate a property. Refer to the below link for the guidelines regarding charges for damage to specific items.

 [Rule R 4.1 Tenant Liability](#)

5.1.3 (a) Cleaning and Rubbish Removal

Where one or more aspects of a vacated property requires heavy cleaning or rubbish removal, the cost of a heavy clean on those aspects will be charged as [tenant liability](#). Refer to the below link for more information:

 [Rule R 5.5.2 Assessing Vacated Tenant Liability - Heavy clean](#)

5.2 Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates

The below sections, under Subpart 5.2, detail the responsibilities and entitlements of the Housing Authority and the Tenant(s) upon vacating a Housing Authority property.

5.2.1 Pre-Vacation Inspection

The Housing Authority will conduct a [Pre-Vacation Inspection](#) when a tenant gives notice of intention to vacate. This inspection enables the tenant to be advised of the works required.

This gives a tenant the opportunity to rectify items prior to returning the keys to the Housing Authority. Rent will be charged until the keys are returned. Refer to the below link for further information:

 [Rule R 5.1 Pre-Vacation Inspections](#)

5.2.2 Outgoing Inspection

Housing Authority staff must arrange an Outgoing Inspection, after the tenant has moved furniture and belongings, and give an assessment of [vacated tenant liability](#) charges. See the below links for more information:

 [Rental Policy Manual - Tenancy Management Policy.](#)

 [Rule R 5.5 Assessing Vacated Tenant Liability](#)

5.2.2 (a) Pre-Vacation Inspection conducted in the presence of a Tenant

The [Pre-Vacation Inspection](#) and [Outgoing Property Condition Report](#) will be prepared on site with the tenant in attendance once the tenant provides sufficient notice of intention to vacate.

Please see the below link for more information:

 [Policy Statement 5.1.1 Tenant Responsibilities when Vacating - Notice of Intention to Vacate](#)

5.2.2 (b) Outgoing Property Condition Report (PCR)

An [Outgoing PCR](#) will be prepared during the Vacation Inspection to determine the amount of maintenance required to return the property to a re-lettable condition.

The Outgoing PCR will be supplied to the tenant within 14 days of the tenant vacating. The [Outgoing PCR](#) will be compared with the [Ingoing PCR](#), which the tenant was given at the commencement of the tenancy.

The tenant will be responsible for all costs due to neglect, misuse, wilful damage, and rubbish removal. These costs are charged as [Tenant Liability](#).

Refer to the below links for further information:

 [Policy Statement 1.2 Assessing the Condition of a Property \(Property Condition Reports\)](#)

 [Rental Policy Manual – Tenancy Management Policy](#)

 [Rule R 5.5 Assessing Vacated Tenant Liability](#)

For guidelines on charges for damage to specific items, see:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Rule R 4.1 Tenant Liability](#)

5.2.3 Tenant Property Improvements/Fixtures

The below sections, under Subpart 5.2.3, detail the governance surrounding property improvements and fixtures carried out by the tenant(s).


5.2.3 (a) Remove Tenant Installed Improvements

The Housing Authority may require the tenant to remove the improvement at their own cost if the Housing Authority is **not** satisfied that the improvement:

- Had the required building approval
- Is structurally sound and safe
- Complies with relevant building codes and regulations
- Will be economically viable for the Housing Authority to maintain once the tenant vacates.

Please see the links below for context:

 [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

 [Rule R 4.1.3 \(p\) \(ii\) Tenant Liability – Type of Damage or Items Tenants charged for - Tenant Installed Items - Removal or Repairs of Substandard Alterations](#)

5.2.3 (b) Tenant Installed Basketball Rings

Basketball rings affixed to a wall or structure of the property must be removed on vacation at the cost of the tenant who installed it.

5.2.3 (c) Swimming Pools and Spa Pools

Tenant installed swimming pools and spa pools must be removed on vacation at the cost of the tenant who installed it.

5.2.3 (d) Reimbursement


If a tenant has made any Housing Authority approved improvements or additions, they may seek reimbursement for their costs from the Housing Authority.

Any reimbursement will be made at the finalisation of the tenancy subject to the availability of funds.

Where funds are unavailable at the finalisation of the tenancy, reimbursement shall be made as soon as practicable, but no more than one month after the finalisation of the tenancy.



Refer to the below links for context:

 [Policy Statement 2.4.5 Tenant Entitlements - Improvements/Fixtures \(including Security\)](#)

 [Rule R 2.1.8 \(f\) Tenant and Housing Authority Responsibilities and Entitlements regarding – Improvements/Fixtures \(including Security\) - Reimbursement for Tenants undertaking their own Improvements](#)

5.2.4 Wood Burning Heaters to be Removed




Wood burning heaters will be removed from accommodation in the Metropolitan area at vacancy. Refer to the below links for further information:

-  [Policy Statement 2.4.4 Tenant Entitlements - Heaters](#)
-  [Rule R 2.1.7 Tenant and Housing Authority Responsibilities and Entitlements - Heaters](#)

RULES



R 5.1 Pre-Vacation Inspections

When a notice of intention to vacate is received, Housing Authority staff must give the tenant the opportunity to make arrangements for a Pre-Vacation Inspection. A Housing Authority staff member inspects the property, before the tenant moves their furniture, and gives an estimate of [tenant liability](#) charges. This gives the tenant the opportunity to rectify items prior to returning the keys to the Housing Authority. Refer to the below links for context:

-  [Policy Statement 5.1.1 Tenant Responsibilities when Vacating - Notice of Intention to Vacate](#)
-  [Policy Statement 5.2.1 Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates – Pre-Vacation Inspection](#)
-  [Rule R 4.1 Tenant Liability](#)

R 5.2 Abandoned Properties

The Housing Authority will take all steps in accordance with the [Residential Tenancies Act 1987](#) to inspect and secure the property once they become aware the property has been abandoned. Refer to the below links for more information:

-  [Policy Statement 5.1.1 Tenant Responsibilities when Vacating - Notice of Intention to Vacate](#)
-  [Rule R 5.4 If a Tenant Fails to Return Keys](#)

R 5.3 Deceased Estates - Removal of Property


Authorised persons are required to remove the personal belongings of a deceased tenant within 14 days. This time may be extended in special circumstances, at the discretion of regional management. Refer to the below links for more information:

-  [Policy Statement 5.1.1 Tenant Responsibilities when Vacating - Notice of Intention to Vacate](#)
-  [Policy Statement 6.1.3 Recovery of Damage Costs - Deceased Estates](#)

R 5.4 If a Tenant Fails to Return Keys

A tenant who fails to return the keys (e.g., where the tenant abandons the property) will be responsible for any damage to the property until the [Outgoing PCR](#) is prepared. The tenant will also be charged with the cost of replacing the keys and locks. See the below links for context:

 [Policy Statement 5.1.2 Tenant Responsibilities when Vacating - When Tenant Maintenance Responsibilities Expire](#)

 [Rule R 4.1.3 \(m\) Tenant Liability – Type of Damage or Items Tenants charged for - Lost Keys](#)

R 5.5 Assessing Vacated Tenant Liability

[Tenant liability](#) is assessed with reference to all relevant documentation, including the [Ingoing PCR](#), the [Outgoing PCR](#), maintenance records, Annual Inspection Forms, and any other evidence. Photographs will be taken to validate tenant liability. Refer to the below link for more information:

 [Policy Statement 5.2.2 Housing Authority Responsibilities and Tenant Entitlements when Tenant Vacates - Outgoing Inspection](#)

For guidelines on charges for damage to specific items, see:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Rule R 4.1 Tenant Liability](#)

R 5.5.1 Outgoing Property Condition Reports (includes properties to be demolished) - Timeframes

The [Outgoing PCR](#) will be prepared within 24 hours of the property being vacated by the tenant (or one working day) for properties located within metropolitan regional offices. This timeframe will be extended to:

- 2 working days for properties located in regional centres.
- 3 working days for properties located between 2-3 hours travel time (one way) from a Housing Authority office.
- 5 working days for properties located more than 3 hours travel time (one way) time from a Housing Authority office.

The Housing Authority will aim to meet these timeframes although circumstances may prevent compliance on all occasions. Please refer to the below links for more information:

 [Rule R 4.1 Tenant Liability](#)

 [Rule R 5.5.6 Assessing Vacated Tenant Liability – Vandal Damage after Vacation](#)

R 5.5.2 Heavy Clean


Where one or more aspects of a vacated property require heavy cleaning or rubbish removal, the cost of heavy clean on those aspects will be charged as [tenant liability](#).

Trades are responsible for cleaning up after their work is completed. If this is not done, contractors are to be charged for any cost incurred.

Heavy cleaning is defined as works where scrubbing is required to remove heavy build ups of grime, stains, grease, dirt, marks, cobwebs, and dust from surfaces and fittings.

R 5.5.3 Fair Wear and Tear

Fair wear and tear is not charged as tenant liability. Refer to the below links for context:

 [Rule R 4.1.4 \(a\) Tenant Liability - Type of Items or Damage not charged to Tenant - Fair Wear and Tear](#)


 [Rule R 4.1.3 Tenant Liability - Type of Damage or Items Tenants charged for](#)

R 5.5.4 Window Cleaning

Window cleaning should only be charged as tenant liability in certain cases and should not be an automatic charge. For example:

- If the windows are noted on the Ingoing Property Condition Report as good or clean and require heavy cleaning on vacation, then tenant liability should be charged.
- If the windows are above ground level, then tenant liability will not be charged unless accessible by landing/balcony.

Please see the below link for context:

 [Rule R 5.5.8 Assessing Vacated Tenant Liability - Waiver of Tenant Liability \(Cleaning and Rubbish Removal\)](#)

R 5.5.5 If not all Tenants are Vacating

If one or more tenants vacate, leaving one or more tenants in the property, the [Outgoing PCR](#) must be prepared at the time of vacation of the person leaving, but will assess only damages and emergency maintenance. General cleanliness will not be assessed, and costs are apportioned at this stage.

See the below link for information regarding how tenant liability charges are divided in shared tenancies and families.

 [Rule R 4.1.7 Tenant Liability - How Tenant Liability Charges are Divided in Shared Tenancies and Families](#)

R 5.5.6 Vandal Damage after Vacation

[Tenant liability](#) will be charged based on the physical circumstances the Property Services Officer encounters at the vacating inspection.

If a tenant claims that damage was caused by vandals after they vacated, they may appeal the charge through the Housing Appeals Mechanism.

Please see the below link for further information:

 [Housing Appeals Mechanism](#)

The following factors may support a tenant's claim:

- A delay of more than one working day between vacation and the PCR being prepared. This will only support a tenant's claim if they have given the required notice of vacation. See [Policy Statement 5.1.1 Tenant Responsibilities when Vacating - Notice of Intention to Vacate](#) for context.
- Evidence or witness statements that confirm the property did not have the damage when the tenant vacated.
- Evidence that the damage was caused by vandals.
- Statements from witnesses to the alleged vandalism
- A tenancy history of good property standards.

Refer to the below links for more information:

 [Rule R 4.1.5 Tenant Liability - Damage by Persons not signatory to Tenancy Agreement](#)

 [Rule R 4.1.8 Tenant Liability - Disputes regarding Tenant Liability Charges](#)

R 5.5.7 Properties to be Demolished or Refurbished

Upon vacation, Housing Authority staff will inspect the property and prepare a full [Outgoing Property Condition Report](#) as per the usual procedure noting all items of [tenant liability](#).

R 5.5.7 (a) Properties to be Demolished

For properties earmarked for demolition, [tenant liability](#) can only be charged for:

- Work Orders issued to bring the property to a clean and tidy state ready to be handed over to the demolition contractors.
- Appliances that have been removed, or severely damaged by tenants, although they would not be replaced, they would normally be retained for use in other properties e.g., stoves, heaters, or hot water units.
- Any damage caused by the tenant intentionally or through neglect or recklessness (whether by misuse or otherwise) prior to or upon vacation. This is to be charged at salvage value and not new replacement price as per the Housing Authority's schedule item.

R 5.5.7 (b) Properties to be Refurbished

Properties may be refurbished for sale or retained as rental stock. [Tenant liability](#) is to be charged as per standard policy for vacated properties.

All items assessed and identified as tenant liability to be charged and completed as vacated maintenance.

When vetting the [PCR](#), the vetting officer may waive [tenant liability](#) items on the grounds that the property is earmarked for refurbishment and sale under the discretionary decision-making authority.

Please see the below link for more information:

 [Discretionary Decision Making Policy](#)

This should include consideration that maintenance items have been previously deferred pending the refurbishment, length of tenancy, whether the tenant has been relocated at the Housing Authority's request and the age of the property/item.

See below for context:

 [Rule R 4.1.8 Tenant Liability - Disputes regarding Tenant Liability Charges](#)

R 5.5.8 Waiver of Tenant Liability (Cleaning and Rubbish Removal)

[Tenant liability](#) for cleaning and rubbish removal may be waived where the tenant's age, disability, impairment, or medical condition prevents them from maintaining the property to an acceptable standard.

For a waiver to be granted the tenant must:

- Have no assistance available from family, friends, or others.
- Make a reasonable attempt (where possible) to clean or to keep the premises clean.

A waiver does not extend to the repair of damage caused intentionally, through neglect, or recklessness (whether by misuse or otherwise).

A waiver may be in full or in part depending on the tenant's circumstances. Information that supports the decision to waiver must be noted on the [PCR](#). Please see the below links for context:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Rule R 4.1 Tenant Liability](#)

SUBPART 6 - Legal Matters

POLICY STATEMENTS

6.1 Recovery of Damage Costs

The below sections, under subpart 6.1, summarise the policies in place which determine and govern the recovery procedures surrounding costs arising from damages.

6.1.1 Insurance

The Housing Authority is its own insurer of its buildings.

Household contents are not covered by Housing Authority insurance and are the responsibility of the tenant.

Where the property is part of a strata title, it is covered as part of the Body Corporate Cover. Please refer to the below links for context:

-  [Rule R 6.1.1 Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage](#)
-  [Strata Titles Act 1985](#)

6.1.2 Wilful Damage or Arson


Where property damage occurs, due to wilful damage or arson, the Housing Authority will take legal action through the courts against the tenant or other persons proven responsible for the damage. Please refer to the below links for context:

-  [Rule R 6.1.1 Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage](#)
-  [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

6.1.3 Deceased Estates

Net debts exceeding \$250 will be considered for recovery from a deceased estate where the bond and/or rental credits will be offset against any debt. If the final debt exceeds \$250, it will be considered for recovery. If it is decided that a claim must be lodged against a deceased estate, the trustee of the estate must be advised together with a prepared proof of debt.

If the estate is part of a co-tenancy, the Housing Authority will only pursue the surviving tenant's 50% of the debt. However, in the case where the deceased co-tenant is responsible for more than half of the debt, the applicable debt will be apportioned accordingly. See the below links for context:

-  [Rule R 5.3 Deceased Estates – Removal of Property](#)
-  [Rule R 4.1.7 Tenant Liability – How Tenant Liability Charges are Divided in Shared Tenancies and Families](#)

6.2 Fencing (Dividing)

The Housing Authority is responsible for the construction, repair, and costs of a [dividing fence](#) as compliant with the [Dividing Fences Act 1961](#). Private owners are expected to repay their proportion of the cost of a dividing fence as is required under the [Dividing Fences Act 1961](#). Refer to the below links for context:

-  [Dividing Fences – A Guide](#)
-  [Dividing Fences Act 1961 s1](#)

As an agent for the Crown, the Housing Authority may seek exemption from the [Dividing Fences Act 1961](#). However, generally, the Housing Authority does not seek to exercise this right of exemption.

The Housing Authority exercises a right of exemption where the Housing Authority holding is vacant land. Refer to the below links for context:

 [Rule R 6.2 Fencing](#)

 [Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

6.2.1 Vacant Adjoining Land

The Housing Authority does not make claim for half cost fencing adjoining a private owner until a property is built on the adjoining owner's land.

The Housing Authority will adhere to this policy on all occasions, neither paying for nor collecting monies, until a property is built.

6.3 Conflicts of Interest

Housing Authority staff must avoid conflicts of interest when making decisions regarding property maintenance and must refer to regional management if a conflict of interest arises.

6.3.1 Maintenance for Properties occupied by Housing Authority Staff or Relatives

Employees of the Housing Authority must not issue or authorize Work Orders for maintenance or improvements to their own rental property or properties occupied by a relative. This includes Housing Authority employees occupying Government Regional Officers Housing (GROH) accommodation.

All work requirements on properties known to be occupied by employees or relatives of Housing Authority employees must be authorised by the Regional Management prior to commencement.

6.3.2 Maintenance Work by Relatives

Relatives of the Housing Authority's employees are not permitted to carry out maintenance work for the Housing Authority unless prior approval is obtained from the Executive Director Regional Operations or Regional Manager.

RULES

R 6.1 Recovery of Damage Costs

The below sections, under Rule 6.1, summarise the practices in place which determine the recovery procedures surrounding costs arising from damages.

R 6.1.1 Insurance Claims and Repair Costs for Property Damage

As the Housing Authority insures itself, it pays its own repair costs when a property is damaged, except if the repair costs come under [tenant liability](#).

These repairs costs (when not classified as [maintenance](#)) are either recoverable or non-recoverable.

- **Recoverable** – The cost of repairs can be recovered from the person (or their insurer) who caused or failed to prevent the damage.
- **Non-recoverable** – Where damages are caused by a natural event, is accidental or the person/s responsible is unknown deeming the cost of repairs unrecoverable.

Whether a repair cost is recoverable or non-recoverable depends on the type of **event** which caused the damage and if the person/s responsible is known. These events may sometimes be referred to generally as insurance events or recoverable and non-recoverable insurance.

Refer to the below links for context:

- [Policy Statement 6.1.1 Recovery of Damage Costs - Insurance](#)
- [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)
- [Rule R 4.1 Tenant Liability](#)

The types of events where the repair costs are **recoverable** include:

- Fire
- Explosion
- Theft
- Water damage
- Non accidental breakage of fixed glass Rainwater
- Malicious damage
- Impact
- Removal of debris
- Riots and civil commotion

Recoverable repair cost events occur only when the contact and identifying details of the person/s responsible are known. All details of the person/s responsible must be shown on the Work Order.

Please refer to the below link for context:

- [Rule R 4.1.5 Tenant Liability - Damage by Persons not signatory to the Tenancy Agreement](#)

The type of events where the repair costs are **non-recoverable** include:

- Accident
- Fire (excluding arson, where arsonist is known)
- Earthquake
- Storm/Tempest
- Natural disasters
- Fusion
- Lightning
- Meteorite

- Vandalism (except where the perpetrator is identified).

R 6.1.1 (a) Damage by Minors

If a [minor](#) (including where they are a signatory to the [Tenancy Agreement](#)) is responsible for incidences of reckless or intentional damage, then [tenant liability](#) will be charged to the tenant.

The tenant will be advised in writing that the Housing Authority may charge tenant liability for continued damage. Please refer to the below link for context:

[Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

R 6.1.1 (b) Maintenance

If damages incurred are due to a continual defect over a period of time e.g., white ants, a leaking roof damaging the ceiling, this is classified as maintenance and not an insurance event.

R 6.1.1 (c) Repeated Incidents of Property Damage

Where a tenant has had repeated incidents of property damage, identified as either recoverable or non-recoverable repair costs, an investigation will be undertaken to ascertain if [tenant liability](#) should be charged. Please refer to the below links for context:

[Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

[Rule R 4.1: Tenant Liability](#)

R 6.1.1 (d) Claims for Specific Items

Specific items where claims may be applicable, have been summarised within the below sections.

R 6.1.1 (d) (i) Fencing

Tenants may be charged for repairs to fencing, where they have been caused intentionally, through neglect or recklessness (whether by misuse or otherwise).

Refer to the tenant liability or recoverable insurance sections of this manual for more information.

For context, please see the below links:

[Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

[Rule R 4.1.3 \(f\) Tenant Liability – Type of Damage or Items Tenants charged for – Fencing](#)

[Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

[Policy Statement 6.2 Fencing \(Dividing\)](#)

[Rule R 6.2 Fencing](#)

R 6.1.1 (d) (ii) Glazing

Glazing repairs are either charged as [tenant liability](#) or identified as an [insurance event](#).




Tenant liability will be charged if the tenant is responsible for repeated incidents of glass breakage.

The damage will be identified as either a [non-recoverable or recoverable insurance event](#), where the damages were not caused intentionally by the tenant, through the tenant's neglect or recklessness.

Exception to an insurance event or tenant liability being charged are as follows:

- Bathroom mirrors, re poly or beading, which have deteriorated due to age.
- Shower screens which have cracked for reasons other than intentional, negligent, or reckless damage by the tenant.

The above exceptions will be charged to maintenance. For more information, refer to the below links:

-  [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)
-  [Rule R 3.1.7 What happens if a Property - Has Broken Glass?](#)
-  [Rental Policy Manual - Debt Recovery Policy](#)




R 6.1.2 Tenant Liability

For an overall summary and context of tenant liability, refer to the link below:

-  [Policy Statement: 4.1 Tenant Charges \(Tenant Liability\)](#)

R 6.1.2 (a) Unsubstantiated Tenant Liability

Where the Housing Authority has not substantiated a [tenant liability](#) charge, this will be waived, and the tenant will not be charged. See the below links for context:

-  [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)
-  [Rule R 4.1 Tenant Liability](#)
-  [Rule R 5.5.8 Assessing Vacated Tenant Liability - Waiver of Tenant Liability \(Cleaning and Rubbish Removal\)](#)

R 6.1.2 (b) Disputes regarding Tenant Liability Charges

The Housing Authority will use its Housing Appeal Mechanism (HAM) wherever possible to resolve disputes regarding [tenant liability](#). Tenants are encouraged to resolve their dispute through the HAM before proceeding under the [Residential Tenancies Act 1987](#) procedure.

For more information about HAM, see the below link:

-  [Housing Appeals Mechanism](#)

For more information, refer to the below links:

- [🔗 Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)
- [🔗 Rule R 4.1 Tenant Liability](#)
- [🔗 Policy Statement 5.1.3 Tenant Responsibilities when Vacating - Damage and Cleaning Expenses \(Tenant Liability\)](#)
- [🔗 Rule R 5.5 Assessing Vacated Tenant Liability](#)

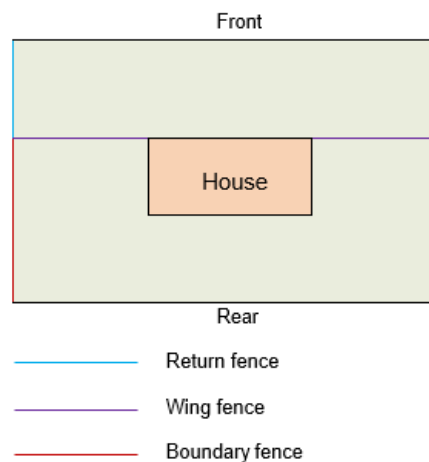
R 6.1.2 (b) (i) Court Action

Where it is not possible to resolve the dispute through HAM, the Housing Authority and the tenant are able to initiate any action concerning the [tenant liability](#) charged under the [Residential Tenancies Act 1987](#). This can be conducted via lodging a Minor Case Claim to the local court nearest to the rental property.

The court is empowered to hear disputes regarding costs associated with a tenancy, up to \$10,000. The tenant may dispute the non-refund of the Bond, or the amount of tenant liability charged. The Housing Authority may initiate action to recoup unpaid tenant liability charges. Please refer to the below link for context:

[🏛️ Residential Tenancies Act 1987](#)

R 6.2 Fencing



Given the fencing diagram above, a [boundary fence](#) is required by law as per the [Dividing Fences Act 1961](#).

Although [wing](#) and [return](#) fencing are optional, fencing should be maintained in a safe condition and perform its basic function.

For more information, please refer to the below links:

- [🔗 Policy Statement 6.2 Fencing \(Dividing\)](#)
- [🔗 Rule R 3.1.5 What happens if a Property - Needs Fencing Repaired or Installed?](#)

R 6.2.1 Housing Authority to Build a Sufficient Fence

The Housing Authority will build a sufficient fence when constructing or repairing a dividing or wing fence.

A sufficient fence is:

- A fence prescribed by a local government law; **or**
- A fence of any standard agreed upon by adjoining owners where it does not fall below the standard prescribed by the relevant local government legislation (see [Dividing Fences - A Guide](#) for further information).

The Housing Authority will ensure that new construction and renewed fencing will be made of material, and adhere to the height, acceptable of the area and local by-laws. Please see the below link for further information:

 [Dividing Fences - A Guide](#)

R 6.2.2 Notice to Owners when Erecting or Repairing a Dividing Fence

One month's notice is required to be given by an owner to the adjoining owner, of intent to re-erect, realign or repair a dividing fence.

The adjoining owner has 21 days to respond and state whether they agree or disagree with all or part of the proposal to erect a fence. The adjoining owner has 14 days to submit a proposal to repair the fence to the initial owner of the fence if they are dissatisfied with the original notice issued. Please see the below link for further information:

 [Dividing Fences – A Guide](#)

R 6.2.3 Damage to Fence by Flood, Fire, Lightning, Storm, Tempest or Accident

If a [dividing fence](#) is damaged by flood, fire, lightning, storm, tempest, or accident, either owner may immediately repair the fence without notice. The party who repaired the fence is entitled to recover the costs from the adjoining owner.

The Housing Authority will however give one months' notice to the adjoining owner of an intention to repair, re-erect or realign a fence. Please see the below link for further information:

 [Dividing Fences – A Guide](#)

R 6.2.4 Who pays for what?

Housing Authority tenants are exempt from contributing to the cost of construction and repair of a dividing or wing fence. However, for damages caused by a tenant, see [Non-Accidental Damage](#) under R 6.2.4 (b). An owner cannot require an adjoining owner to meet half cost fencing above the minimum acceptable standard for the area unless an agreement has been reached beforehand. Please see the below link for further information:

 [Dividing Fences – A Guide](#)

R 6.2.4 (a) Private Owners

The Housing Services Officer should advise the private owners that the Housing Authority will cover the Administration Costs, such as measuring and quotes, but works will not proceed until the private owner accepts the quoted price established or the Housing Authority receives the private owner's half share payment upfront.

R 6.2.4 (b) Non-Accidental Damage


Where damages have been caused by a Housing Authority tenant, [tenant liability](#) will be charged with no cost to the private owner. Please refer to the below links for context:

 [Policy Statement 4.1 Tenant Charges \(Tenant Liability\)](#)

 [Rule R 4.1.3 \(f\) Tenant Liability - Type of Damage or Items Tenants charged for - Fencing](#)

Where damages have been caused by a known person other than the tenant, [insurance recoverable](#) will be charged. Please refer to the below links for context:

 [Rule R 6.1.1 Recovery of Damage Costs - Insurance Claims and Repair Costs for Property Damage](#)

 [Rule R 4.1.5 Tenant Liability - Damage by Persons not signatory to the Tenancy Agreement](#)

R 6.2.5 Local Authorities

Local authorities and statutory authorities seeking to upgrade fencing are treated in the same manner as adjoining private owners.

R 6.2.6 Disputes with Adjoining Owners

Any dispute between two adjoining owners, including a refusal to come to an agreement, regarding a proposal by one owner to re-erect, realign or repair a dividing fence, may be taken by the owner requesting to undertake the work, to the Court of Petty Sessions, for a ruling. Please see the below link for further information:

 [Dividing Fences – A Guide](#)

Private owners who refuse to come to an agreement, where the Housing Authority considers that a fence must be erected, re-aligned, or repaired, will be summoned to the Court of Petty Sessions for a ruling to be obtained.

Any decision to take legal action must be commenced by the Regional Manager.

R 6.2.6 (a) Boundary Line Disputes

Under the [Dividing Fences Act 1961](#), where an owner believes a common boundary line to be incorrect and is in dispute with the adjoining owner, a surveyor will be employed to define the boundary line.

The owner must give one month's notice to the adjoining owner of their intent to employ a surveyor.

Where the true boundary line is found to be on a new line, the owner is entitled to seek half the cost of survey from the adjoining owner.

Where the true boundary line is found to be the existing boundary line, then the owner initiating the survey will pay the full cost of the survey.

Please see the below link for further information:

 [Dividing Fences – A Guide](#)

R 6.2.7 Return Fences

The Housing Authority may come to an agreement with a private owner concerning the construction or maintenance of a [return fence](#) where funds are available.

For more information, please refer to the below link:


 [Rule R 2.1.5: Tenant and Housing Authority Responsibilities and Entitlements regarding - Fencing](#)

PART C: FURTHER INFORMATION

SUBPART 1: GLOSSARY

| Term | Meaning |
|-----------------------------------|--|
| Additions - To a Property | The construction of another room(s), usually bedrooms, which may affect the rental value. |
| After Hours | After hours is defined as outside Maintenance Contractors business hours of 8.00AM to 5:00PM Monday to Friday. |
| Boundary Fence | See the dividing fence term |
| Cyclical Maintenance | Long term asset maintenance determined on a property-by-property basis in accordance with the Strategic Asset management Framework and budget allocation. |
| Day prior to the next working day | Is a Sunday or a public holiday that falls immediately before a working day. For example, a Monday public holiday but not a Friday public holiday. |
| Designated Seniors' Accommodation | Housing that is specifically intended and allocated only to seniors. It can include: <ul style="list-style-type: none"> • Aged persons units • Bed sitting units • Flats • Apartments • Townhouses • Lodging Houses. It does not include housing that a senior is living in that may otherwise be used by other categories of tenant, for example, families. |
| Dividing Fence | Fencing that runs along the rear and side boundary lines of a property. |
| Electrical Safety Device | An electric switch made up of RCD/MCBs. See the Residual Current Devices and Miniature Circuit Breakers term. |
| Emergency Maintenance | Emergency maintenance is carried out within 8 hours and is required when the utmost urgency is needed to protect: <ul style="list-style-type: none"> • The tenant's health, safety, or security; or • The property from further damage |
| Estate | A multi-accommodation block wholly owned by the Housing Authority. |
| Fair Wear and Tear | The gradual and expected deterioration to fixtures and fittings caused by normal usage over time. |

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|---|---|
| Head Maintenance Contractors | Head contractors are companies employed under contract by the Housing Authority. They employ their own contractors who do maintenance work for public housing properties. |
| Heavy Clean | When scrubbing is required to remove heavy build ups of grime, stains, grease, dirt, marks, cobwebs and dust from surfaces and fittings. |
| Improvements | A fixture, structure or facility that is added to the premises. It can include patios, sheds, security, or modifications to aid accessibility for a person with a disability. |
| Ingoing Property Condition Report | See the Property Condition Report term. |
| Insurance Event | Whether a repair cost is recoverable or non-recoverable depends on the type of <i>event</i> which caused the damage and if the person responsible is known. These events may sometimes be referred to generally as insurance events or recoverable and non-recoverable insurance. |
| Insurance - Recoverable and Non-recoverable | Repairs costs, when not classified as maintenance , are either recoverable or non-recoverable. <ul style="list-style-type: none"> • Recoverable – The cost of repairs can be recovered from the person (or their insurer) who caused or failed to prevent the damage. • Non-recoverable - The damage is caused by a natural event, is accidental or the person/s responsible is unknown so the cost of repairs cannot be recovered. |
| Maintenance | The repair or replacement of items of like type, as opposed to improvements, which are the installation or addition of new appliances or facilities. Maintenance can be: <ul style="list-style-type: none"> • Day-to-day - Occurs while a tenant is in occupation. • Vacated - Occurs after a tenant vacates. • Planned - Results from a property survey. |
| Miniature Circuit Breakers (MCBs) | The Miniature Circuit Breaker component of an electrical safety device is designed to interrupt the current flow if too many appliances are connected to that circuit (overload) or if a short circuit occurs. |
| Minor | A person under the age of 18 years. |
| Non-scheduled Work | Any contractor's work not included in the schedule of Items . |
| Non-standard Items | Fixtures and fittings not normally provided by the Housing Authority. They may be in a property because a tenant installed it, or it was included in a property that the Housing Authority had spot purchased. Examples include air conditioners and bores. |
| Normal Working Hours | Weekdays (aside from public holidays) 8.00AM to 5.00PM |
| Occupied Tenant Liability | See the tenant liability term. |
| Outgoing Property Condition Report | See the Property Condition Report term. |
| Ped Pan | Toilet bowl. |

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|---------------------------------|---|
| Planned Maintenance | The process of identifying maintenance requirements in key high-cost categories through ongoing survey of properties. These categories are separate from vacated and day-to-day maintenance . |
| Pre-Vacation Inspection | When a tenant has given a notice of intention to vacate, a Housing Authority staff member inspects the property before the tenant moves their furniture and gives an <i>estimate</i> of tenant liability charges. |
| Priority Maintenance | Priority maintenance is carried out within 48 hours and includes situations where there is impaired use of the dwelling and/or where a delay in repair could result in further damages and increased repair costs. |
| Property Condition Report (PCR) | A report used to describe the condition of a property prior to a tenant taking occupation and after a tenant vacates. These are called In-going, and Outgoing PCRs respectively. When the tenant vacates, the Outgoing PCR is compared with the Ingoing PCR to ascertain what tenant liability , if any, the tenant will be charged. |
| Quarter Round (Quads) | <p>A strip of wood used to cover small gaps between the skirting board and the floor, illustrated as per the below image, to:</p> <ul style="list-style-type: none"> • The safety, health, or security of the tenant; or • The property, sustaining from further damage  |
| Residual Current Devices (RCDs) | The Residual Current Device component of an electrical safety device is installed to prevent electrocution. It provides high level personal protection from electric shock by immediately switching off the flow of electricity after contact with a live wire or faulty appliance. |
| Return Fence | Optional boundary fencing that runs from the building line of the house to the front boundary of the property. |
| Routine Maintenance | Routine maintenance is carried out by the Housing Authority's contractors within 28 calendar days and is required when components are not working and where the welfare of tenants or the property is not at risk. |
| Scheduled Work | Maintenance work the Housing Authority intends to carry out. |

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|--------------------------|---|
| Schedule of Items | A list of work items for each trade where the price of the work has been set by the Housing Authority. |
| Strata Title Property | A Strata title is a form of ownership for multi property units with shared common areas. |
| Sufficient Fence | A fence prescribed by a local government law; or a fence of any standard agreed upon by adjoining owners, provided that it does not fall below the standard prescribed by the relevant local government law. |
| Tenancy Agreement | The contractual document the tenant signs when they move into the property which outlines the terms of the tenancy and the responsibilities of the tenant and the Housing Authority during the tenancy. |
| Tenant Liability | <p>The maintenance expenses the tenant is charged for. It includes:</p> <ul style="list-style-type: none"> • Internal and external repairs to a property for damage caused intentionally or through neglect or recklessness (whether by misuse or otherwise). • Associated contractor's expenses in prescribed circumstances • Heavy cleaning and rubbish removal on vacation. <p>Occupied tenant liability is the tenant liability charged to a tenant during their tenancy.</p> <p>Vacated tenant liability is the tenant liability charged to a tenant that is identified at a property inspection after a tenant vacates. It includes the costs of heavy cleaning and rubbish removal.</p> |
| Urgent Maintenance | Urgent maintenance is carried out within 24 hours and is required to repair or restore an essential service. |
| Vacated Tenant Liability | See the tenant liability term. |
| Wing Fence | Fencing that runs perpendicular between the side of the dwelling and the boundary fence. Used to guard access to the rear of the house. |
| Work Order | An electronic request issued by the Housing Authority to a Contractor to define work to be undertaken on a specific property. |

SUBPART 2: RELATED RESOURCES

Hyperlinks to Related Resources

[Discretionary Decision Making Policy](#)

[Residential Tenancies Act 1987](#)

[Dividing Fences Act 1961](#)

[Dividing Fences – A Guide](#)

[Department of Fire and Emergency Services \(DFES\) Website](#)

[DFES – Fires in the Home](#)

[Housing Appeals Mechanism](#)

[Rental Policy Manual](#)

[Strata Titles Act 1985](#)

Occupational Health and Safety Act 1984 (Repealed by the [Work Health and Safety Act 2020](#))

Housing Authority Phone Numbers

Housing Direct: 1300 137 677

Housing Authority Numbers: Click [here](#) for a list of Housing Authority Numbers including Head office and Regional Branches. For further information please refer to the [Department of Communities Office Finder](#).

SUBPART 3: DOCUMENT CONTROL

For further information contact:

Owner: Operational Assets
 Division: Housing & Homelessness
 Telephone: 1800 176 888
 Email: enquiries@communities.wa.gov.au

Document History Table

Updates to the Maintenance Policy Manual are listed within the following table:

| Date | Policy Statement or Rule | Number | New/Updated/Removed | Description of Change | Date Effective From | Old Policy Name/Number | File Number |
|------------------|--------------------------|--|---------------------|--|---------------------|------------------------|-------------|
| 31/05/2024 | Family Violence Policy | R 2.1.8(e) R 2.1.8(f) R 4.1.2 R 4.1.5(a) R 4.1.7 | Updated | Hyperlinks updated from the 2019 Family Violence Policy to the 2024 Family and Domestic Violence Policy. Family and Domestic Violence Policy added as a context reference to R 4.1.2. | 31/05/2024 | | |
| 21/05/2024 | Security | R 1.3.7 | Updated | Updated the legislation under which the minimum security procedures are set out from <i>12b of the Residential Tenancies Amendment Regulations</i> to <i>12B of the amended Residential Tenancies Regulations 1989 dated 1 July 2022</i> . Hyperlink of updated legislation added. | 21/05/2024 | | |
| 11 November 2023 | Policy Statements | R 2.1.11, 3.1.13 (a) 3.1.13(b) 5.1.3 (b) | Updated | Bed bugs included as list of pests. Removed 5.1.3 (b) Payment of tenant liability from bond monies. | 18/01/2024 | N/A | |

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|---------------|--|--|---------|--|-------------------|--------------|-------------|
| November 2023 | Outgoing Property Condition Report | 5.5.1 | Updated | Updated to reflect current timeframes Outgoing PCRs are to be completed based on property distance from Housing Authority office. | 03/11/2023 | | |
| October 2023 | Tenant charges (tenant liability) | 4.1.4 (c) | Updated | Updated to include that discretion may be exercised to charge tenant liability in circumstances where there are repeated forced entries by police. | 26/10/2023 | N/A | |
| March 2019 | Tenant charges (tenant liability) | 4.1 | Updated | The Maintenance Policy Manual has been updated to remove references to police report numbers (PRN's) being universally accepted to waive tenant liability. | 05/03/2019 | N/A | 19/D354628 |
| | Factors affecting tenant liability assessment | R4.1.2 | Updated | | | | |
| | Damage and cleaning expenses (tenant liability) | 5.1.3 | Updated | | | | |
| | Persons lawfully on premises | R4.1.5a | Removed | | | | |
| | Damage that is subject to a police report | R4.1.5b | Removed | | | | |
| | Police report required to recover repairs costs | R6.1.1d | Removed | | | | |
| | Claim form to be completed | R6.1.1e | Removed | | | | |
| Sep 2016 | Tree Management Rules | 1.1.16 2.1.15 | Updated | Insertion to advise that the power supplier defines the minimum safe clearance from power lines. | 30 September 2016 | N/A | 16/D1496161 |
| March 2016 | Rule 2.1.8 (d) Swimming pools | N/A | Updated | Amended to prohibit the installation of swimming pools and/or spa pools at public housing properties. | | N/A | 16/D0504378 |
| November 2015 | Subpart 3 – Document control | N/A | Updated | Document history changed to descending order (recent policy updates/changes listed first). | 26 November 2015 | 2015/MSD/281 | N/A |
| November 2015 | Part B Policy Statements and Rules Property Condition Reports | 1.2 1.2.1 5.2.2 (b) R 5.5.1 Glossary | Updated | Amended for accuracy and clarity. | 26 November 2015 | 2015/MSD/281 | 15/D1380404 |
| October 2015 | Electrical safety device Residual Current Devices (RCDs) Miniature Circuit Breakers (MCBs) | Glossary | New | Definition of safety switches, Residual Current Devices (RCDs) and Miniature Circuit Breaker (MCBs) added. | 22 October 2015 | 2015/MSD/108 | 14/D1059507 |

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|---------------|---|---|-----------------|---|------------------|--------------|-------------------|
| October 2015 | Part B Policy Statements and Rules | 1.3.6 1.3.8 R 2.1.14 R 3.1.17 R 3.1.18 R 4.1.3 (g) | New and Updated | Amendments made to align with implementation of Electrical Safety Device Program and to ensure legislative compliance for Residual Current Devices and | 22 October 2015 | 2015/MSD/108 | 14/D1059507 |
| October 2015 | All | All | Updated | Minor formatting to realign and justify whole document. | 22 October 2015 | 2015/MSD/108 | N/A |
| October 2015 | All | All | Updated | Department of Housing updated to Housing Authority due to name standardisation (legal name). | 22 October 2015 | 2015/MSD/108 | 15/D972729 |
| May 2015 | References to security measures | R.1.1.13(a) R.2.1.8 (f) | Updated | References to 'security measures' amended to 'security items' | 28 May 2015 | 2015/MSD/77 | 15/D350095 |
| March 2015 | References to Legal Recoveries Manual | All | Removed | All references to Legal Recoveries Manual have been removed as the manual has been abolished. | 23 March 2015 | | 2012/D442378 |
| March 2015 | Internal and external document links | All | Update | All internal and external document links updated to correct destinations | 23 March 2015 | 2015/MSD/28 | |
| January 2015 | R 2.1.7 Heaters | R 2.1.7 R 2.1.7(a)(i) 2.4.3(c) | Updated | Amendments have been made to clarify that seniors living in designated seniors' accommodation are exempt from paying the hire fee for heaters | 12 January 2015 | | 5/D22880 |
| November 2014 | Part D – Fact Sheets | All | Removed | All references to the Fact Sheets have been removed as they are now obsolete. | 20 November 2014 | 2014/MSD/404 | |
| November 2014 | Minors | Glossary | Updated | The definition of a "Minor" has been changed from 14 to 18 years of age to align with general Australian law and the RTA 1987. | 20 November 2014 | 2014/MSD/404 | 14/D1131599 |
| October 2014 | All references to Work Orders and Work Order Categories | All | New and Updated | Categories and time frames have been adjusted to align with the new Head Maintenance Contracts including the introduction of an "urgent" category. Terminology throughout updated to reflect Habitat usage. | 1 November 2014 | 2013/MSD/183 | 2014/D109603 8 |
| October 2014 | All references to the Maintenance Standards Manual | All | Removed | Amendments have been made to remove all references and links to the Maintenance Standards Manual | 1 November 2014 | 2013/MSD/183 | 14/D823001 |

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|--------------|---|---|---------|--|--------------|-------------------------------------|-------------------------------|
| Dec 2013 | Subpart 2: Tenant and Department responsibilities and entitlements during a tenancy | 2.1.1 | Updated | Amendments have been made to update policy regarding public liability insurance to avoid confusion. | Dec 2013 | | 2013/01065384 |
| July 2013 | Improvements/fixtures | 2.4.4 R 2.1.8 (a) R 2.1.8 (d) 5.2.3 (a) | Updated | Amendments have been made to reflect the new arrangements in relation to buildings approvals. | July 2013 | | 2013/D584102 |
| June 2013 | Part B: Policy statements and rules | numerous | Updated | Amendments have been made to the maintenance of non-standard items to comply with the amendments of the Residential Tenancies Act. | July 2013 | | 2013/D051505 5 |
| June 2013 | Part B: Policy statements and rules | R 4.1.8 (b) 5.1.3 (b) 6.1.3 R6.1.2(b)(i) | Updated | The references to bond accrual have been removed to comply with the amendments of the Residential Tenancies Act. | July 2013 | | 2013/D472597 |
| June 2013 | Part B: Policy statements and rules | R 4.1.6 5.1.2 | Updated | The tenant is responsible for the property until the tenancy agreement is formally ended | July 2013 | | 2013/D472583 |
| January 2012 | Part D: Fact sheets | | Removed | Fact sheets under review | January 2012 | | 12/D49521 |
| October 2011 | Electronic Door Request | R 2.1.3, R 2.1.3 (b), R 2.1.3 (d) | Updated | Amendments made to remove a number of outdated references related to Community Housing | October 2011 | | |
| October 2011 | Update terminology of Room Heater Hire Fee | 2.4.3 (c) | Updated | Removal of "(current fee is assessed on income and will be changed to a flat fee of \$2.30 in 2010)". | October 2011 | | 2011/00121/5 |
| June 2011 | Record keeping | Part A: overview | New | Highlight importance of record keeping following recommendation from internal audit. | June 2011 | | 2011/00121/5 |
| July 2010 | Update Glossary term 'Zone' | Subpart 1 Glossary | Updated | Reword to include Head Contractor | July 2010 | Glossary term for 'Zone' | 2010/ 18999 & 2010/21351/5 |
| July 2010 | Update Glossary term 'Zone Contractor' | Subpart 1 Glossary | Updated | Update with a new description for Head Contractor | July 2010 | Glossary term for 'Zone Contractor' | 2010/ 18999 & 2010/21351/5 |
| July 2010 | Zone Contractors | Policy Statement 3.2, 3.4. | Updated | Remove the term 'Zone' where referring to 'Zone Contractors' pages 57, 58, 108. | July 2010 | Zone Contractor | 2010/ 18999 & 2010/21351/5 |

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|------------|---|--|---------|---|------------|---------------------------------------|----------------------------|
| | | Glossary on AHS | | | | | |
| July 2010 | Tree Lopping | R1.1.16 R2.1.15 R4.1.3 R4.1.3 | Updated | Change 'Tree Lopping' titles to 'Tree Manage- mention pages 3, 4, 7, 29, 34, 54, 55, 76, 84. | July 2010 | Tree Lopping | 2010/ 18999 & 2010/21351/5 |
| April 2010 | Court Action | R 6.1.2 b (i) | Updated | Amended amount to \$10,000 as per the Magistrates Court (Civil Proceedings) Act | April 2010 | | 2009/08684 |
| March 2010 | What happens if a property has a broken smoke alarm | R 3.1.15 | Updated | Include that smoke alarms which are not working will also be respond on an emergency basis maintenance. | March 2010 | | |
| March 2010 | Tenant Liability - Grounds/yard maintenance | R 4.1.3 (l) | Updated | Tenant liability will be charged for damage to garden taps, reticulation and other underground water or gas pipes. | March 2010 | 4.8 | |
| March 2010 | Insulation | 1.3.4 | New | Insulation to be installed for tenants aged 80 years or older. | March 2010 | | 2009/28684 |
| March 2010 | Tenant Arrangements - Travel Costs | R 4.1.3 d (iv) | New | Tenant liability will be charged if an arrangement is made between a contractor and tenant for works to be undertaken | March 2010 | | 2009/28684 |
| March 2010 | Damage by Minors | R 4.1.5 (c) | Removed | | March 2010 | | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Non lettable policy s1,1.1,1.2 | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Planned Maintenance policy (all) | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Contracts Policy (all) | 2009/08684 |
| Nov 2009 | N/A | N/A | Updated | Removed reference to 24 hour response for broken hot water service | Nov 2009 | Emergency and Priority Policy s 1,3 | 2009/08684 |
| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Maintenance Job Order Procedure (all) | 2009/08684 |

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| Nov 2009 | N/A | N/A | Removed | | Nov 2009 | Job Order Policy (all) | 2009/08684 |
| Nov 2009 | Damage and repair timeframes: Timeframes for remote areas; and Maintenance Categories: Timeframes for remote areas | 3.3.5 | Updated | Explains that flexibility needs to be applied concerning maintenance timeframes in remote areas | Nov 2009 | s 1,4 - Emergency and Priority Policy | 2009/08684 |
| Nov 2009 | Tenant and Department responsibilities and entitlements: Smoke alarms | R 2.1.14 | Updated | added that an annual basic test will be carry out and faulty smoke alarms will be repaired or | Nov 2009 | s 1 - Smoke Alarm | 2009/08684 |
| Nov 2009 | Tenant and Department responsibilities and entitlements: Electronic doors | R 2.1.3 | Updated | reworded and added that supporting documents required to support request for and electronic door | Nov 2009 | no old policy section number - Electronic Doors Policy | 2009/08684 |
| Nov 2009 | B2 Tenant and Department responsibilities and entitlements: Cyclical maintenance; B3:Maintenance categories Cyclical maintenance; | R 2.1.2 R 3.3.7 | Updated | Replaced the term 'programmed maintenance' with 'cyclical maintenance' | Nov 2009 | Definition - Programmed Maintenance Policy | 2009/08684 |
| Nov 2009 | N/A | n/a | | removed | Nov 2009 | s 1, 1.1, 1.2 – Non Lettable Properties | 2009/08684 |
| Nov 2009 | N/A | n/a | | removed | Nov 2009 | s 3 – Planned Maintenance | 2009/08684 |
| Nov 2009 | When will the Department do maintenance: On properties to be developed or demolished | 3.7.5 | Updated | Clarified that essential maintenance is carried out to ensure tenant health and safety; and reference to compliance with tenancy agreement deleted. | Nov 2009 | s 1 – Minimal Maintenance | 2009/08684 |
| Nov 2009 | What happens if a property is: Infested with pests: Advice to tenant | R 3.1.12 (a)(ii) | Updated | Added that the contractor must comply with safety precautions and safe work practices | Nov 2009 | s 2, 3, 4 - Pests | 2009/08684 |
| Nov 2009 | Preparing a property for letting: Security | R 1.1.13 (b) | Updated | Added that barrier screen doors are fitted to designated seniors only. | Nov 2009 | 5.1 - Security | 2009/08684 |

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| Nov 2009 | Tenant liability: Factors affecting tenant liability assessment ; and Tenant Liability Types of items not charged to tenant: Fair wear and tear | R 4.1.4 (a) | Updated | Added a clarification that tenant not charged for fair wear and tear. | Nov 2009 | s 5,8,9,10 – Tenant Liability Policy | 2009/08684 |
| Nov 2009 | Tenant responsibilities when vacating: Notice of intention to vacate | 5.1.1 5.1.2 | Updated | Added that the Department will conduct a pre vacation inspection if tenant gives notice of intention to vacate. | Nov 2009 | s 1, 2, 3, 4 - 'Property Condition Report | 2009/08684 |
| Nov 2009 | Fencing- Dividing and Wing- Damage to fence by flood, fire, lightning, storm, tempest or accident | R 6.2.4 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Fencing- Dividing and Wing- Notice to owners when erecting or repairing a dividing fence | R 6.2.3 | Updated | Timeframes changed to match Dividing Fences Act for an adjoining owner to respond to a proposal for erecting a fence: 21 days; for repairing a fence: 14 days. | Nov 2009 | 1.4 - Fencing Policy | 2009/08684 |
| Nov 2009 | Conflicts of Interests | 6.3 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Recovery of damage costs: Insurance Claims and repair costs for property damage | R 6.1.1 | Updated | Insurance policy has had substantial rewording- no change in meaning and intent | Nov 2009 | 1; 1.3; 1.4; 1.5 - Insurance | 2009/08684 |
| Nov 2009 | Waiver of tenant liability | R 5.5.8 | Updated | Clarifies under what circumstances tenant liability may be waived. | Nov 2009 | s 5.5 and 5.7 - Tenant Liability Policy | 2009/08684 |
| Nov 2009 | Assessing vacated tenant liability- Vandal damage after vacation | R 5.5.6 | Updated | Clarifies which factors will support a tenant's claim that damage was caused by vandals. | Nov 2009 | 3.3.1 (PCR Policy) and 4.20 (TL policy) - Property | 2009/08684 |
| Nov 2009 | Assessing vacated tenant liability- Heavy clean | R 5.5.2 | Updated | Defines what is heavy clean | Nov 2009 | 4.4 - Tenant Liability Policy | 2009/08684 |
| Nov 2009 | Assessing vacated tenant liability- Vacated property condition reports- Timeframes | R 5.5.1 | Updated | Clarifies that 24 hour timeframe refers to properties located in metropolitan and regional centres. Added that timeframe is extended for remote areas. | Nov 2009 | 2.1 - Property Condition Report policy | 2009/08684 |

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| Nov 2009 | Tenant Liability- Damage by persons not signatory to the tenancy agreement- Damage by Minors | R 4.1.5 (c) | Updated | Defines the age of minors as under 14 years. | Nov 2009 | 10 and 4.19 (TL policy) - Tenancy Management policy and TL Policy | 2009/08684 |
| Nov 2009 | Tenant Liability- Damage by persons not signatory to the tenancy agreement- Damage that is subject to police report | R 4.1.5 (b) | Updated | Clarifies when tenant liability will be charged to tenant for damage caused by a minor. | Nov 2009 | Tenant liability s 4.19 and Tenancy Management s 0 | 2009/08684 |
| Nov 2009 | Tenant Liability- Damage by persons not signatory to the tenancy agreement- Persons lawfully on premises | R 4.1.5 (a) | Updated | Reworded to be consistent with new tenant liability definition. Clarifies that adjoining property means Department property. | Nov 2009 | Tenancy Management s 8.2 | 2009/08684 |
| Nov 2009 | Tenant Liability: Lost or stolen keys | R 4.1.3 (m) | Updated | Added that discretion can be applied. | Nov 2009 | Tenant Liability s 4.15 | 2009/08684 |
| Nov 2009 | Tenant liability: Electrical Faults | R 4.1.3 (e) | Updated | Added that discretion can be applied when tenant is not aware the appliance was faulty. | Nov 2009 | Tenant Liability s 4.9 | 2009/08684 |
| Nov 2009 | Tenant liability: Adjoining properties | R 4.1.3 (a) | Updated | Clarifies that adjoining properties refers to Department properties. | Nov 2009 | Tenant Liability s 2.6 | 2009/08684 |
| Nov 2009 | Tenant charges (Tenant Liability) | 4.1 | Updated | Definition of tenant liability reworded to correlate with Tenancy Agreement. Term 'wilful' replaced with 'intentional'; term 'misuse' replaced with 'recklessness (whether by misuse or otherwise)'. | Nov 2009 | Tenant Liability s 1 | 2009/08684 |
| Nov 2009 | What happens if a property is infested in pests | R 3.1.12 | Updated | Department will act on an emergency basis to the an infestation of bees if the tenant has an allergy | Nov 2009 | Emergency and Priority Maintenance s 4.7 | 2009/08684 |
| Nov 2009 | What happens if a property needs | R 3.1.5 (e) | Updated | Specifies that return fencing will also comply with the Dividing Fences Act and tenant is not | Nov 2009 | Fencing s 4 | 2009/08684 |

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| | fencing repaired or installed: Front and return fences: provision of return fences | | | permitted to install their own. | | | |
| Nov 2009 | What happens if a property needs fencing repaired or installed: No cost to tenants for dividing or wing fence | R 3.1.5 (d) | Updated | Clarifies that if tenant has caused the damage to the dividing or wing fence, they will not be exempt from contributing to the repairs. | Nov 2009 | Fencing s 3 | 2009/08684 |
| Nov 2009 | What happens if a property needs fencing repaired or installed: Repair of dividing and wing fences | R 3.1.5 (b) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | What happens if a property needs fencing repaired or installed: Provision of wing fences | R 3.1.5 (a) | Updated | Removed statement 'pending funding being available.' So provision of wing fencing for tenants with school aged children no longer depends on pending funding. | Nov 2009 | Fencing s 6 | 2009/08684 |
| Nov 2009 | What happens if a property has: an electrical fault | 3.1.4 | Updated | Added that the Department will respond as an emergency when there is no common | Nov 2009 | Emergency and Priority Maintenance s 2.2.1 | 2009/08684 |
| Nov 2009 | What does a tenant do if a property needs routine, priority or emergency maintenance | 3.6.1 | Updated | Describes when and who tenant needs to call if maintenance is required. Also explains that tenants cannot authorise any work and if they do they will not be | Nov 2009 | Emergency and Priority maintenance-Preamble | 2009/08684 |
| Nov 2009 | What is priority maintenance | 3.3.3 | Updated | Defines the criteria of a priority maintenance. | Nov 2009 | Emergency and Priority maintenance s 4 | 2009/08684 |
| Nov 2009 | What is emergency maintenance | 3.3.2 | Updated | Defines the criteria of an emergency maintenance. | Nov 2009 | Emergency and Priority Maintenance s 1- | 2009/08684 |
| Nov 2009 | What is routine maintenance | 3.3.1 | New | | Nov 2009 | | 2009/08684 |

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| Nov 2009 | Department and tenant responsibilities and entitlements: Smoke Alarms: tenant | R 2.1.14 | Updated | Added that tenants have responsibility to clean dust and other particles from smoke alarms. | Nov 2009 | Tenancy Management s 7.2 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Reimbursement for tenants undertaking their own improvements | R 2.1.8 (f) | Updated | Stipulates that tenants who have a debt to the Department may not be reimbursed for improvements they undertake. | Nov 2009 | Improvements/ additions s 2.2 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Reimbursement for tenants undertaking their own improvements | R 2.1.8 (f) | Updated | Added that victims of domestic violence will be reimbursed for security measures they install. | Nov 2009 | Improvements/ additions s 2.1 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Roller Shutters/security screens | R 2.1.8 (e)(iii) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Swimming pools | R 2.1.8 (d) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: basketball rings: Existing basketball rings | R 2.1.8 (c) | Updated | Added that if engineer's report not obtained then tenant to remove basketball ring. | Nov 2009 | Improvements/ additions s 4.4.1 | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Minor improvements | R 2.1.8 (c) | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements: Structures: Maintenance on tenant installed improvements | R 2.1.8 (b) | New | | Nov 2009 | | 2009/08684 |

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| Nov 2009 | Department and tenant responsibilities and entitlements: Improvements/fixtures (including security): Structures | R 2.1.8 (a) | Updated | Describes under what conditions the Department will ask a tenant to remove a structure they have installed. | Nov 2009 | Improvements/ Additions (s 1.4) | 2009/08684 |
| Nov 2009 | Which properties will have: heating; Tenant entitlements: heating; Tenant and Department responsibilities and entitlements: heaters; What happens if a property has: a broken heater | 1.3.3, 2.4.3, R 2.1.7, R 2.1.7 (a), R 3.1.8 | Updated | Updated hire fee, climate zones where heaters may be supplied, types of heating and servicing. | Nov 2009 | Replaces all of the Climate Control Policy re heating | 2009/08684 |
| Nov 2009 | Tenant responsibilities: tenant to provide access for maintenance | 2.3.1 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Department entitlements: Property Inspections | 2.2.2 | New | | Nov 2009 | | 2009/08684 |
| Nov 2009 | Which properties will have: Residual current devices (RCDs) | 1.3.5 | New | | Nov 2009 | | 2009/08684 |