

Renter Repair Charge Policy

1. Policy Statement

Uniting Vic.Tas (Uniting) provides tenancy and asset management services for community housing to Uniting Housing Victoria (Uniting Housing), a Registered Housing Provider.

This policy explains how Uniting recovers charges for maintenance and repairs that are not the responsibility of the rental provider.

2. Scope

This policy applies to all Uniting Housing community housing tenancies which include, but are not limited to, tenancies in:

- Properties owned by Uniting Housing (Victoria) and Uniting Vic.Tas for use as long-term community housing (social and affordable); and
- Properties leased by Uniting Housing (Victoria) from Homes Victoria or other owners for long term, transitional or affordable community housing.

3. Guiding principles

In applying this policy Uniting will ensure:

- We meet our contractual, legal, and regulatory duties and obligations
- We help renters understand their rights and responsibilities under their Residential Rental Agreement
- We support a renter’s right to have a Uniting decision reviewed about renter liability for a repair charge
- We give due consideration to human rights and consider the impact of any decision we make under the *Charter of Human Rights and Responsibilities 2006*

4. What is a repair charge?

A repair charge is the recovery of costs that Uniting has incurred for repairing damage to a property or undertaking services that the renter is legally responsible for. This includes:

- Deliberate or careless damage to the property caused by the renter, their household members or visitors
- Replacement of lost keys/entry fobs or provision of additional keys/fobs.

If a renter is responsible for repairing damage or undertaking a service and we arrange the repairs or work, Uniting may charge the renter for the costs.

When property damage is identified which is considered to be a renter’s responsibility, Uniting will ensure the damage is photographed, compared to the entry condition

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report and seek the renter's agreement to take responsibility for the damage. A repayment agreement will then be signed with the renter to repay repair costs, usually over time to keep payments affordable to the renter.

If the renter disputes responsibility for the property damage, Uniting may issue a repair notice or breach of duty notice under the *Residential Tenancies Act 1997* (RTA) detailing the damage and cost of repair, and the amount for which the renter is considered liable.

A renter may comply with the repair notice or breach notice by making the repayment within 14 days or entering a repayment plan. If the renter does not comply with the repair notice or breach notice Uniting may take further action through Victorian Civil and Administrative Tribunal (VCAT).

5. Roles and responsibilities for repairs

Uniting provides residential properties that are safe, secure, in good repair and meet minimum standards under the RTA. Uniting undertakes maintenance programs to ensure community housing dwellings are maintained to a high standard and to extend asset life. Uniting must organise and pay for all property repairs where damage is not the renter's fault (where Uniting is responsible for repairs and maintenance). Urgent repairs must be acted on immediately.

6. Definitions

Term	Meaning
Breach of duty notice	A formal notice issued by a renter or rental provider if the other party has not met a specific 'duty' under the RTA.
Community housing	Rental housing owned and/or managed by a registered community housing provider
Fair wear and tear	Deterioration caused by reasonable use/ordinary operation and natural forces
Inspection	Entry to a rented property by the rental provider or their agent/contractor for a reason allowed under the <i>Residential Tenancies Act 1997</i>
Repair notice	A formal notice issued to the renter requiring the renter to repair property damage or to be liable for the reasonable cost of repairs.

Term	Meaning
Breach of duty notice	A formal notice issued by a renter or rental provider if the other party has not met a specific 'duty' under the RTA.
Residential Rental Agreement	Legal agreement between a rental provider (landlord) and renter (tenant) to rent a home
VCAT	Victorian Civil & Administrative Tribunal. A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the Residential Tenancies Act 1997

7. Transparency and accessibility

This policy will be available on the Uniting Housing and Uniting Vic. Tas websites

If you require this policy in a language other than English, or in accessible format please contact Uniting.

This policy will be fully reviewed within 3 years of the approval date.

8. Legislation/Regulations

This policy implements the obligations of Uniting under:

- Residential Tenancies Act 1997
- Residential Tenancies Regulations 2021

9. Related Documents

Asset Management Policy

Repairs and Maintenance Policy and Procedure

Inspection Policy and Procedure

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