

# Renter Damage and Recharge Policy

## 1. Policy

Uniting Vic.Tas (Uniting) provides properties that are safe, secure, in good repair and meet minimum standards.

Uniting may charge renters for the cost of repairing renter-caused damage to a property or undertaking services that the renter is responsible for. Renter caused damage includes damages caused by children, partners, pets, or any visitors invited into the property by the renter.

Depending on the jurisdiction, in this policy:

In this document		Victoria	Tasmania
Renter	shall mean	Renter	Tenant
Rental agreement	shall mean	Rental agreement	Tenancy agreement
Relevant tribunal	shall mean	Victorian Civil Administration Tribunal (VCAT)	Residential Tenancy Commission (RTC)
Act	shall mean	<a href="#">Residential Tenancies Act</a>	<a href="#">Residential Tenancy Act</a>

## 2. Scope

This information applies to all Uniting owned and managed properties.

## 3. Procedure

### 3.1. Regular maintenance and inspections

**Uniting representatives will:**

- inspect the premises every 12 months, or as permitted under the Act
- undertake responsive and cyclical maintenance, and have a flexible program of upgrades that can take advantage of vacancies
- ensure maintenance is undertaken by qualified tradespeople

### 3.2. The renter must take reasonable care of Uniting property and report and repair or pay for damage

**A renter must:**

- ensure that care is taken to avoid damaging the rented premises.
- take reasonable care to avoid damaging the common areas.
- inform a Uniting representative of any damage to the rented premises as soon as possible.
- abide by the terms and conditions of their Tenancy Agreement

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- pay costs for damage that results from deliberate action, mistreatment or negligence of a renter, household member or visitor has been proven and to comply with orders to pay the cost of repairs or cleaning

### 3.3. Uniting will recover the cost of repair

#### Uniting representatives will:

- seek to recover repair charges from renters for repairing deliberate damage or neglect caused by the renter, another household member or a visitor who enters the property with the renter’s permission.
- seek to recover the cost from renters of repairing damage caused by criminal activity. The renter should provide evidence within seven (7) days of discovering the damage that the renter has reported the matter to the Police, such as a Police statement or Police Event Number.
- not seek to recover repair charges for fair wear and tear that occurs to the premises through ordinary day-to-day use of the property by a renter
- consider not seeking to recover repair charges for damage caused by mental and physical health, instances of family violence, or third-party criminal damage
- not seek to recover repair charges for any item, fixture or fitting at the end of its useable life or that is due to be replaced.

### 3.4. Forms of damage that may result in charges being recovered from the renter

#### 3.4.1. Intentional damage to the property

A renter may be charged for:

- alterations being made without approval
- alterations carried out by or on behalf of the renter not conforming to EHL requirements
- fixtures or fittings installed do not meet Uniting's required standards
- floor coverings being removed without Uniting's consent
- malicious damage to the premises
- punctured internal cabinets, doors and walls
- sewer and/or drainage blockages caused by items flushed down the toilet, such as sanitary products, wipes, nappies or toys

#### 3.4.2. Neglectful damage

A renter may be charged for:

- broken and damaged clotheslines and hoists
- broken windows
- damages to walls, including holes in plaster
- broken or missing fittings and fixtures
- burns or other damage to carpets that cannot be considered fair wear and tear
- damage caused by neglect
- damage to toilets, basins, showers, and bathtubs
- damaged/missing doors and security screens
- erroneous call outs

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- failure to keep the property in a reasonably clean condition
- failure to take care to prevent damage to the property
- pest control

### 3.4.3. Compliance with lawful third party instructions

A renter may be charged for damage caused by third parties in carrying out lawful duties or instructions of:

- Police, fire or ambulance services
- Local government
- Any other lawfully authorised person

### 3.4.4. At the conclusion of the tenancy

A renter may be charged for works to repair:

- approved alterations that are not restored to the condition at the start of the tenancy or as at completion of the most recent works undertaken by Uniting (not including fair wear and tear)
- broken locks or where keys have not been returned to Uniting at the end of a tenancy
- end of tenancy cleaning
- any costs associated with the removal of renter property such as furniture, appliances, personal effects, or vehicles left behind at the end of the tenancy

## 3.5. Determining the damage and cost of repairs

**Uniting representatives will:**

- inspect the premises and complete a property condition report
- collect evidence of the damage at the premises, including photos
- detail for the renter the repair charges to recover the costs of the repairs and maintenance, and how the cost of repairs were determined
- give the renter a written notice of the proposed renter repair and maintenance charges
- give the renter the option to negotiate on these terms

## 3.6. Determining responsibility for damage to the premises

**Uniting representatives will:**

- inspect the premises and documenting the damage where appropriate
- consider the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
- consider damage due to fair wear and tear, which Uniting is responsible to repair
- consider damage due to an emergency where there was good cause to believe that the renter's health and wellbeing was at risk
- consider whether ill health or inability to maintain the premises has contributed to the damage. In these circumstances the renter is required to provide evidence

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- consider whether the damage is a result of criminal activity such as family violence, break and enter or vandalism. In these cases, a Police report should be supplied by the renter
- discuss the items of damage with the renter and recording information the renter or a third party gives about the possible cause of the damage
- consider the type of damage and any information the renter gives when reporting the damage

### 3.7. Appealing decisions about renter repair costs

**If a current or vacated renter disputes the amount of the renter repair charges or denies responsibility for the damage, Uniting representatives will:**

- advise the renter of their rights, and the process to lodge an appeal for a review of the decision
- refer the renter to the relevant tribunal to have the condition of the premises and any damage determined by the tribunal, if applicable

### 3.8. Agreements to pay the costs of repair

**When the renter accepts liability,** the renter may either pay the amount in full or enter into a repayment agreement.

**If the renter opts to enter into a repayment agreement, Uniting representatives will:**

- write a repayment agreement detailing the costs involved and how it will be paid (lump sum or series of instalments)
- include a renter’s third party support, as appropriate
- sign the agreement with the renter
- hold the repair sum against the bond, if the renter had vacated the property

### 3.9. Failure to repay, or breach of the rental agreement

**If an agreement cannot be reached to repay, the sum is not repaid, or an agreement is breached, Uniting representatives will:**

- seek legal advice, as appropriate
- pursue the costs through the relevant tribunal
- refer to the breach of tenancy policy

## 4. Legislation/Regulations

### National

*Age Discrimination Act 2004 (Cth)*

*Disability Discrimination Act 1992 (Cth)*

*Sex Discrimination Act 1984 (Cth)*

*National Rental Affordability Scheme Act 2008 (Cth)*

*National Rental Affordability Scheme Regulations 2020 (Cth)*

### Tasmania

*Community Housing Providers National Law (Tasmania) Act 2013 (Tas)*

*Family Violence Act 2004 (Tas)*

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**Victoria**

- Housing Act 1983 (Vic)*
- Residential Tenancies Act 1997 (Vic)*
- Residential Tenancies Regulations 2021 (Vic)*
- Equal Opportunity Act 2010 (Vic)*
- Public Health and Wellbeing Act 2008 (Vic)*
- Public Health and Wellbeing (Prescribed Accommodation) Regulations 2020 (Vic)*
- Noise (Residential) Accommodation Services*
- Environment Protection (Residential Noise) Regulations 2018 (Vic)*
- Environment Protection Act 2017 (Vic)*
- Environment Protection Regulations 2021 (Vic)*
- Family Violence Multi-Agency Risk Assessment and Management Framework (MARAM)*
- Charter of Human rights*

**5. Related Documents**

- Sustaining tenancies policy
- Feedback, Compliments and Complaints
- Managing and reporting incidents, near misses and hazards
- Inspections and condition reports
- Modifications to housing
- Keys and locks
- Breach of tenancy

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