

1. Purpose

This policy is about how Housing Trust ends tenancies both by the tenant and the Housing Trust through terminations.

2. Policy Statement

Tenancies can end for a range of reasons. When a tenancy is ended, tenants can expect Housing Trust to:

- Comply with the requirements of the *Residential Tenancies Act 2010*
- Provide clear advice about what is expected of tenants to meet their responsibilities, regardless of how the tenancy ends
- Advise tenants of their rights and responsibilities when a notice of termination is issued and when legal action is taken in the NSW Civil & Administrative Tribunal (NCAT)

3. Tenancy terminated by tenant

- 14 days' notice to end a fixed term agreement
- 21 days' notice to end a continuing tenancy

Under extenuating circumstances 1 weeks' notice can be given if approved by a Team Leader.

When one tenant passes away in a co-tenancy arrangement the lease agreement in both names will be amended to the name of the remaining tenant and signed, after a copy of the death certificate is provided. When one tenant in a co-tenancy leaves the property permanently the tenancy will be ended and a new tenancy signed in the name of the remaining tenant.

4. Tenancy ended by the Housing Trust

A tenancy may be ended by Housing Trust in accordance with the *Residential Tenancies Act 2010* for a range of reasons. Where Housing Trust ends a tenancy, Housing Trust will comply with the relevant notice procedures and time periods as outlined in the *Residential Tenancies Act 2010*.

The reasons as to why Housing Trust may end a tenancy include, but are not limited to:

Breach of residential tenancy agreement

Housing Trust may take action to terminate a tenancy for a breach of the residential tenancy agreement where the breach is serious, persistent or ongoing, involves serious property damage, or involves risk of violence to others including Housing Trust staff (see Breach of Tenancy Policy).

Management initiated transfers

A tenancy may be ended due to a management-initiated transfer process (see Housing Transfer Policy).

Abandonment

A tenancy may be ended by Housing Trust due to abandonment (see Abandoned Premises Policy).

Death of a tenant

A tenancy may be ended by Housing Trust due to death of the tenant (see Death of Tenant Policy)

Illegal purposes

A tenancy may be ended by Housing Trust where the tenant uses the premises for illegal purposes (see Use of Premises Policy)

End of fixed-term

A tenancy may be ended by Housing Trust due to the end of a fixed term agreement.

5. Possession of premises

Where a tenancy is ended, the tenant is required to provide vacant possession on the date specified in the notice of termination or as otherwise mutually agreed, or as determined by orders in the NSW Civil and Administrative Tribunal (NCAT).

6. Housing Trust responsibilities at end of tenancy

Where a tenancy is to be ended, tenants can expect Housing Trust to:

- Give the tenant reasonable opportunity to do any cleaning, minor repairs, garden maintenance etc. that they will otherwise be charged for if not done
- Charge rent up until the date that vacant possession is provided
- Compare the current condition of the property against the ingoing condition report, and charge the tenant for costs associated with reasonable cleaning and tenant damage to the property (minus wear and tear) in line with the ATO's depreciation schedule where applicable
- Claim the tenant's bond to cover any property-related expenses
- Take action in NCAT to register any tenant debts outstanding above the bond amount
- Advise ex-tenants that an unpaid debt with a public or community housing provider may prevent their future access to social housing
- Categorise the tenancy according to debt as agreed with FACS and according to the categorisation "former tenant"

7. End of tenancy cleaning & repairs

The Housing Trust provides our tenants with every opportunity to attend a joint end of tenancy inspection where the Property Condition Report is filled out in conjunction with the tenant. The tenant is responsible for returning the property to the landlord in the condition that it was in at the start of the tenancy (excluding fair wear and tear) and reasonably clean.

If the tenant declines the opportunity to rectify the cleaning, gardening or repairs, then Housing Trust will engage a contractor(s) to carry out the works required and the costs will be claimed back from the tenant, via their bond or if the debt is larger than the bond amount then NCAT orders will be applied for.