



# Start of Tenancy

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## 1. Purpose

This policy is intended to clarify how Housing Trust will commence new tenancies, as well as outline policies in respect of security of tenure, joint-tenancies, and new tenant support.

## 2. Guiding Principles

Tenants can expect Housing Trust to comply with the legal obligations of a landlord under the *Residential Tenancies Act 2010* as well as Housing Trust policies and procedures. In return, Housing Trust expects that tenants will comply with the terms of their residential tenancy agreement.

In addition to ensuring compliance with legal requirements, Housing Trust will commence new tenancies in a manner that:

- Seeks to promote positive and sustainable relationships with tenants
- Ensures that tenants are informed of their rights and responsibilities under the Residential Tenancies Act 2010 as well as how to access Housing Trust policies on the Housing Trust website
- Ensures the administration of new tenancies is completed in an efficient and legal manner outlined in this policy

## 3. Starting a tenancy

Housing Trust starts a tenancy when a client (applicant) accepts an offer of accommodation in a property owned or managed by Housing Trust. Once a client (applicant) has accepted an offer of housing (see Allocations Policy), Housing Trust will establish a tenant sign-up meeting.

## 4. Signing a tenancy agreement

At the sign-up meeting, Housing Trust will establish a written residential tenancy agreement in accordance with the *Residential Tenancies Act 2010*. At the time of signing the tenancy agreement, the client (applicant) will become a tenant.

The residential tenancy agreement sets out the terms and conditions of the tenancy and includes a property condition report. Housing Trust will use its best endeavours to ensure that new tenants understand their rights and responsibilities. Housing Trust will encourage and welcome the involvement of support workers, family/friends, and/or interpreters to help facilitate this understanding.

## 5. Condition Report

The property condition report documents the condition of the property at the time a new tenant signs their agreement.

Housing Trust will ensure that new tenants are advised of the purpose of the condition report and to review the condition report and return it with any comments within seven (7) days of signing the agreement.

Housing Trust will investigate and resolve any comments on the property condition report that indicate the tenant disagreed with Housing Trust's assessment of the property condition. This is relevant at the end of your tenancy in relation to bond refunded to you.

## **6. Security of Tenure**

Housing Trust does not guarantee security of tenure in an individual property, as there may be a range of reasons why Housing Trust needs to end a residential tenancy agreement.

Where this occurs, Housing Trust will use its best endeavours to maintain continuity of service to tenants by relocating them to alternative suitable premises as long as the reasons for ending the agreement do not relate to a breach of the lease.

The initial Residential Tenancy Agreement will usually be continuous, unless other tenure conditions apply such as those for affordable housing or other funded programs.

## **7. Fixed Term Tenancies**

Housing Trust may establish and maintain fixed-term tenancies in some circumstances, for example, where a funding program or special housing program requires a fixed term.

## **8. Rent**

Where Housing Trust refers to “rent” on the Residential Tenancy Agreement, it will be the market rent for the property. Tenants who receive a rental subsidy based on an assessment of their income will have the assessment and the review process explained to them and be provided with a copy of how their subsidy was calculated (see Rent policy).

## **9. Bond**

All new tenants Bond is calculated as four (4) weeks of the market rent for the property.

Housing Trust does not require new tenants to pay their bond in full at the commencement of a tenancy. However, all new tenants are required to enter into a payment arrangement of no less than \$40 per fortnight if they are not able to pay their bond upfront.

## **10. Charges for Water**

Refer to Water Charges policy.

## **11. Creating a Co-Tenancy**

Usually, one person will sign the residential tenancy agreement. Housing Trust does not generally enter into co-tenancies. However, there may be exceptional situations where Housing Trust may create a co-tenancy.

A joint tenancy is where a residential tenancy agreement is in the name of more than one person. Each person is then legally responsible for the obligations in the agreement. All joint tenants must be present when signing the agreement.

## **12. Situations where Housing Trust will not sign a tenancy agreement**

Consistent with Housing NSW practice, Housing Trust will not sign a residential tenancy agreement with a person who is under 18 years of age without the consent of a legal guardian, support person or worker, or unless a solicitor or a representative of the NSW Trustee & Guardian has explained the tenancy agreement to the client.