



## Nigel Mallett Housing Project

### **Principle:**

1. TasCAHRD aims to provide accessible, affordable and comfortable accommodation for people living with HIV/AIDS in Tasmania through the operation of the Nigel Mallett Housing Project (NMHP).
2. To the extent that this policy is inconsistent with any provision of the *Residential Tenancy Act 1997*, the Act shall prevail.

### **The Nigel Mallett Housing Project Subcommittee:**

3. The function and composition of the Subcommittee are as follows:
  - a). Function: To manage the operations of the NMHP in accordance with the terms and conditions of the Community Housing Program Agreement, and to be responsible for the policy and financial management of the housing project providing regular reports to the TasCAHRD Board of Management.
  - b). Members: President or nominee (Chair), one member of staff nominated by the Chief Executive Officer, Tenant Representative, Chief Executive Officer, Director of Housing with the Department of Health and Human Services or nominee.
  - c). All NMHP residents shall be invited to nominate to be the Tenant Representative, with the Tenant Representative required to liaise prior to and after meetings of the NMHP Subcommittee with other tenants to ensure information exchange.

### **4. Terms of Reference:**

- a). To have oversight of the NMHP.
- b). To provide support to staff members employed in the NMHP.
- c). To provide reports where required to the monthly Board meetings.
- d). To report on current action list items at monthly Board meetings.

- e). To conduct work identified in the TasCAHRD Business Plan in areas related to the subcommittee.
  - f). To address any issue referred by the Board.
5. The NMHP subcommittee is required to meet at least four (4) times per year.
  6. Where a member of the Subcommittee has a conflict of interest, this must be declared and that person may be required to absent themselves from discussion and resolution of the issue.

### **Tenant Participation:**

7. Other relevant TasCAHRD policies including those relating to the rights of consumers, confidentiality and privacy will apply to NMHP tenants.
8. The TasCAHRD Care and Support staff member must ensure that all prospective tenants are provided with copies of the following documents and are given an opportunity to discuss any of the provisions contained within:
  - Nigel Mallett Housing Project Policy
  - TasCAHRD Confidentiality Policy
  - TasCAHRD Privacy Policy
  - TasCAHRD Consumer Rights and Responsibilities Policy
  - Tenants Union of Tasmania - 'Tenants Rights and Responsibilities'

Tenants shall be encouraged to participate in the management of NMHP properties to a level that suits their personal situation.

### **Tenant Responsibilities:**

9. A tenant must inform the managing agents of
  - a). any change to personal contact details.
  - b). any change to personal income that could impact on rent payable.
  - c). any repairs required to the premises within 7 days of the need arising.
  - d). any change in occupancy of the premises.
  - e). any extended absence from the property of two (2) or more weeks.
10. A tenant must ensure that rental payments remain in advance. Any difficulty in maintaining rental payments should be discussed with TasCAHRD Care and Support Staff as soon as possible.

11. A tenant must keep the premises in a reasonable state of cleanliness having regard to the condition of the premises at the beginning of the tenancy; and
12. A tenant must leave the premises at the end of the tenancy as nearly as possible in the same condition as at first inspection, apart from reasonable wear and tear.

### **Property management:**

13. TasCAHRD contracts all rent collection, day-to-day leasing issues, and maintenance to a managing agent. This is done to avoid a conflict where TasCAHRD staff provide assistance, information or support services to a tenant of a NMHP property.

### **Tenant selection:**

14. TasCAHRD will periodically advertise the availability of a property at its offices and through other means as to ensure that information is available to prospective tenants.
15. In addition, prospective tenants are invited to lodge an application for housing at any time they desire. They will be given an opportunity to update their application once a property becomes available.
16. All applications are to be treated confidentially.
17. When a property becomes vacant, the NMHP Subcommittee of TasCAHRD shall consider all applications.
18. The Subcommittee shall assess applications, taking into account the following issues:
  - a). suitability of existing accommodation;
  - b). the health and social needs of the applicant;
  - c). other accommodation opportunities open to the applicant;
  - d). the financial status of the applicant;
  - e). the previous rental record of the prospective tenant.
19. Applications will be considered only from individuals who have HIV/AIDS. The Subcommittee shall satisfy itself that this criterion is met.

### **Carers:**

20. There may be periods where a tenant is unwell and in need of a live-in carer. During such periods, a carer does not have to contribute towards rent unless it becomes his or her principal place of residence. At the commencement of any such period, the tenant shall notify

TasCAHRD's Community Development - Care and Support Coordinator, with the situation being reviewed monthly if applicable.

### **Principal and Other Tenants:**

21. Under the terms of the Agreement with the Department of Health and Human Services, the NMHP is obliged to ensure that the properties it manages are for the benefit of HIV positive people. Therefore, the principal tenant in any NMHP property must be HIV positive.
22. If a principal tenant in a NMHP property wishes to share the property, the tenant may do so after gaining the approval of the NMHP Subcommittee.
23. Partners, family members and live-in carers may permanently reside with the principal tenant as co-tenants in a NMHP property provided that the NMHP Subcommittee has given consent. The rental paid for the property will be a minimum of 25% of the total household income, but will not exceed the median rental figure for that property.
24. To ensure that being required to live alone does not socially disadvantage a principal tenant, who does not share the property with a partner, family member or live-in carer, the principal tenant may sub-let a single room with the approval of the NMHP Subcommittee.

### **Sub-letting**

25. A sub-tenant does not have to be HIV positive. However, as the NMHP is operated for the benefit of HIV positive people, the principal tenant must stay in residence. The principal tenant cannot sub-let the whole property and relocate to another residence.
26. If the principal tenant decides to sub-let a room in the property, he/she effectively becomes the landlord of the sub-tenant, making him/her responsible for the actions of the sub-tenant through a separate Residential Tenancy Agreement signed between the two tenants. It is the responsibility of the principal tenant to retain the security deposit paid by the sub-tenant, to be held in accordance with the Residential Tenancy Act.
27. All sub-tenant agreements are to be of three-month duration only, with the principal tenant being obliged to renew the Agreement within 28 days of expiry if the sub-tenancy is to continue. Failure to do so may cause the principal tenant's Agreement with the NMHP to be held to be in breach.
28. The principal tenant is required to lodge a signed copy of the Sub-Tenancy Agreement with the managing agent.
29. A sub-tenant will have access to all 'communal facilities' in the property.
30. The principal tenant may alternatively seek to share the property with another HIV positive person, and may seek the assistance of TasCAHRD staff in finding a suitable sub-tenant. The

process to be followed under such circumstances is outlined in the section on shared housing below.

### **Residential Tenancy Agreements:**

31. Agreement Period: All Residential Tenancy Agreements are for a period up to twelve months.
32. Rent Payable Calculations: The Agreement shall set the rent payable by the tenant, which shall be calculated and charged at a rate equal to the lesser of:
  - 25% of the gross income of tenant/s (in the case of pensions, the gross amount does not include pharmaceutical benefit pension supplements);

*OR,*

- at an amount equal to the median rental figure for properties of similar nature (ie position, construction, number of bedrooms, etc) as determined by the Chief Executive Officer utilising information received from the Real Estate Institute of Tasmania, or similar such body.
33. Where a tenant has had regular employment during the three months prior to the commencement of the tenancy and there is an expectation of continued regular employment, the rental shall be calculated at 25% of total gross income and pension/benefit.
  34. TasCAHRD shall determine appropriate rental and advise the managing agent accordingly.
  35. Security Deposit: A security deposit (bond), equivalent to four weeks rental, will be charged to tenants. The collection of the security deposit shall be in accordance with Division 3 of Part 3 of the *Residential Tenancy Act*.
  36. Payment of the security deposit and two weeks rent in advance (Division 2 of Part 3 of the *Residential Tenancy Act*) is required prior to granting a right of occupancy to a tenant.
  37. Agreement Renewal: At the end of the Agreement period, the tenant has the option to renew the Agreement for a further period *unless*:
    - a) the tenant has rental arrears;
    - b) the tenant has caused damage to the property; or
    - c) any other conditions of this policy, the Residential Tenancy Act 1997, or the Agreement has been breached.
  38. In these cases, the NMHP Subcommittee shall decide an appropriate course of action.
  39. Rental shall be reviewed at the completion of each Residential Tenancy Agreement period.

### **Furnishings:**

40. All NMHP properties shall be maintained in good order and appropriate to the needs of the tenant. While houses will not be fully furnished, they will be equipped with a functioning stove, refrigerator, and washing machine where required by the tenant.
41. Properties must also be equipped with safety features such as smoke detectors and disabled handrails, and be able to accommodate wheelchair access.

### **Maintenance:**

42. The TasCAHRD Chief Executive Officer shall ensure the development of any necessary policies, guidelines or practices to ensure all maintenance is attended to in a prompt manner as required by the Residential Tenancy Act 1997.
43. The Residential Tenancy Agreement shall provide that all issues of maintenance be initially referred by the tenant to the agent responsible for managing properties on behalf of TasCAHRD.
44. For properties sub leased from the Department of Health and Human Services, major maintenance requests are to be referred to the DHHS where appropriate in accordance with Part 4 of the *Residential Tenancy Act 1997*.

### **Evictions:**

45. The agent responsible for managing the NMHP properties may instigate eviction procedures for breaches of a tenant's Residential Tenancy Agreement. All decisions regarding the eviction of tenants shall be made by the agent responsible for the management of NMHP properties, after consultation with the Chief Executive Officer of TasCAHRD. Evictions are to be conducted in the manner prescribed in the Residential Tenancy Agreement between the managing agent and the tenant.

### **Appeals:**

46. If a tenant feels aggrieved by the actions of the NMHP or the leasing agent, the tenant should first approach the agent in an attempt to resolve the issue.
47. If such an approach is unsuccessful, the tenant may lodge an appeal with TasCAHRD in accordance with the Feedback and Complaints procedure of TasCAHRD.
48. The TasCAHRD Executive Committee shall determine whether a breach has occurred in the following areas:
  - a) the Residential Tenancy Agreement between the tenant and the agent;
  - b) the management agreement between TasCAHRD and the agent;

- c) the NMHP policy.
49. Consistent with the TasCAHRD Feedback and Complaints Procedure if such a breach has occurred, the TasCAHRD Executive Committee may take whatever action is deemed necessary to resolve the issue.

### **Tenant no longer resident:**

50. Residential Tenancy Agreements shall stipulate that should the HIV positive tenant be absent from the property for a period of five weeks without providing notice to TasCAHRD Care and Support staff or the managing agent, the property shall be deemed vacant and a new tenant shall be selected by the Subcommittee.
51. If an HIV positive tenant dies, his/her surviving partner (who is named on the Residential Tenancy Agreement) is permitted to stay on in the property subject to the following conditions:
- a) the tenant remaining at the property shall be required to vacate the property at the end of the tenancy agreement, or within three months (whichever is the greater); unless,
  - b) the surviving partner also has HIV/AIDS, he/she may continue in the property subject to all conditions in this policy and the Residential Tenancy Agreement being met. A new lease would need to be issued in the surviving tenant's name, with the rental reflecting the changed occupation level.
52. The Subcommittee may, if it deems appropriate, allow an HIV negative surviving partner to continue the tenancy where there is no person living with HIV/AIDS waiting for housing under the project, provided that permission is first obtained from the Department of Health and Human Services.
53. In the event of a relationship breakdown, or irreconcilable differences between parties residing at the property, the Subcommittee may invoke a mediation process. This mediation process should, wherever possible, be a process satisfactory to both parties. The cost of a mediation process should be borne by the tenants.

### **Shared housing:**

54. A tenant deciding to share a property must first advise the TasCAHRD Community Development / Care and Support Coordinator, and seek permission to sub-let a part of the property.
55. TasCAHRD Care and Support Staff MUST explain to the tenant in detail the responsibility he/she is taking on by becoming the 'landlord' to a sub-tenant.
56. If the tenant has a flatmate in mind, the tenant should provide details of the potential flatmate to the TasCAHRD Care and Support Staff member to allow assessment of the appropriateness of the potential tenant.

57. In the event that the tenant desires to share with another HIV positive person, he/she may request a TasCAHRD Care and Support Staff member to assist in finding an appropriate tenant. In this case, the guidelines below are to be followed.
- a). The existing tenant will speak to the TasCAHRD Care and Support Staff member and identify desirable characteristics of a potential sub-tenant. Age ranges, gender, smoker/non-smoker, alcohol use, etc are common criteria made by tenants.
  - b). The TasCAHRD Care and Support staff member will refer to the housing register and select appropriate applicants who meet as many as possible of the criteria listed by the existing tenant.
  - c). Suitable applicants will be contacted by the TasCAHRD Care and Support staff member, who will describe the general details of the house and household in order to ascertain whether they are interested in having an interview with the existing tenant.
  - d). The TasCAHRD Care and Support staff member MUST ensure that potential applicants clearly understand that the arrangement on offer is that of a sub-tenant to an existing 'principal' tenant who will be the sole signatory on the Residential Tenancy Agreement. This advice must include a warning that in the event of incompatibility, the principal tenant can give notice to the sub-tenant to vacate the property. In this event, the TasCAHRD Care and Support staff member will assist a sub-tenant to locate alternate accommodation.
  - e). The list of applicants and contact numbers will be given to the existing tenant and interview times with the prospective tenancy applicants will be arranged. The TasCAHRD Care and Support staff member, with the permission of the applicants, will contact their support workers who may attend the interview if the applicant desires. The existing tenant will then conduct interviews to select a new sub-tenant.
  - f). The interview will be held at the property where the vacancy exists and will be conducted by the existing tenant following introductions by the Chief Executive Officer or NMHP Chair. Support worker/s may prompt questions on behalf of the applicants and the TasCAHRD Care and Support staff member may play a similar role on behalf of the existing tenant.
  - g). The existing tenant will be encouraged to show the applicant through the property and walk/drive the person around the local community to indicate what services, shops and other facilities are available in the local community. Where this is not possible the support worker will undertake this action. The existing tenant and the applicant will be strongly urged to discuss household arrangements, e.g. shopping, cooking, cleaning, bills, house meetings, etc)
  - h). A decision by the existing tenant as to the outcome of the interviews will be made within 24 hours. He/she will contact the TasCAHRD Care and Support staff member and explain his/her decision. The tenant will then notify the successful applicant, and after the applicant accepts, the tenant, with assistance from the TasCAHRD Care and Support staff member will inform all unsuccessful applicants of the decision, either directly or through their support workers.

- i). If the existing tenant is not interested in any of the applicants, another list may be offered and more interviews held until an appropriate sub-tenant is found.
- j). The support worker should inform unsuccessful applicants only after the vacancy has been filled or all applicants have been rejected.
- k). The TasCAHRD Care and Support staff member will notify the real estate agent of the change in occupancy in order to allow for the sub-tenant rent payment arrangements to be made.

**Policy review:**

58. This policy shall be reviewed every two years. It will be reviewed at an earlier date following any request from a tenant or if a change in legislation occurs. All NMHP housing tenants will be given the opportunity to participate in the review of this policy. Review Date: 5 Nov 2005.

Approved: 21 February 1998

Amended: 5 November 2003

Policy: PSD-07