

Renter/ Tenant Relocation Policy

Version 1.3

This policy has been adopted by:

Name of Company	Adoption Date
Community Housing Ltd (CHL)	June 2023
Community Housing (Vic.) Ltd (CHVL)	June 2023
Community Housing (TAS) Ltd (CHTL)	June 2023
Community Housing (QLD) Ltd (CHQL)	June 2023
Community Housing (Cairns) Ltd (CHCL)	June 2023
Community Housing (Pathways) Ltd (CHPL)	June 2023

And any other entities within CHL which adopt this policy.

TABLE OF CONTENTS

1. Introduction.....	2
2. Aim.....	2
3. Abbreviations and Definitions	3
4. Principles of CHL’s Renter/ Tenant Relocation Policy.....	3
4.1. Renter/ tenant communications.....	3
4.2. Relocation considerations.....	3
4.3. Information requirements.....	4
4.4. Renter/ tenant engagement	5
4.5. Occupancy standards	5
4.6. Relocation costs considered by CHL.....	6
4.7. Relocation costs not considered by CHL	6
4.8. Tenancy terms and conditions	7
4.9. Modifications and improvements	7
4.10. Modifications and improvements considered for relocation premises	8
4.11. Vacating a property prior to relocation.....	8
4.12. Customer feedback and appeal of decisions.....	8
5. Related Resources	9
5.1. CHL Group References	9
5.2. External References	9
6. Monitoring and review	9

1. INTRODUCTION

Community Housing Limited Group of Companies (CHL) may require its renters/ tenants to relocate homes from time to time for various reasons. This policy outlines the way CHL will facilitate relocations with renters/ tenants when required and the rights and responsibilities of CHL and renters/ tenants throughout the relocation process.

2. AIM

The aim of this policy is to communicate how CHL will undertake and manage the relocation of renters/ tenants, when required by CHL, to alternative properties.

Properties may be required to be vacated by renters/ tenants for several reasons, including but not limited to:

- redevelopment or renovation requirements
- significant maintenance
- extreme damage, such as fire or pest related damages
- sale of property
- handback of property to owner, or
- due to other reasons such as under or over utilisation.

There may be other circumstances requiring relocation as determined by the organisation.

There are numerous factors to be considered when a relocation is required such as dwelling size and configuration of both the property and relocating renters/ tenants, costs associated with relocations and finally, responsibilities in negotiating and physically undertaking the relocation.

3. ABBREVIATIONS AND DEFINITIONS

Term/ Abbrev.	Meaning
Communication	Means the ways in which we provide information, discuss and engage with customers
Customer	The term 'customer' includes applicants, tenants and anyone accessing our services.
Modifications and Improvements	Means physical changes made to a property including the installation of fixtures and fittings after the start of a tenancy
Occupancy Standards	Means how many people can live in a property based on its size
Relocation	Means when someone is required to move from their existing property to another
Tenancy Terms and Conditions	Means the agreements about how your tenancy operates including both the renters/ tenants and CHL's responsibilities
Renter/ Tenant	Term used for a person currently residing in a CHL group property. (Renter is the term used in Victoria, Tenant is used elsewhere).

4. PRINCIPLES OF CHL'S RENTER/ TENANT RELOCATION POLICY

4.1. Renter/ tenant communications

CHL recognises that relocation is inherently disruptive and may be a stressful experience for some renters/ tenants. As such, we aim to ensure that each renter/ tenant is treated with respect and consideration for their unique circumstance and that they are provided with a means to voice their needs, interests and concerns and exercise available choice. However, if a relocation is required CHL has the authority to do so.

An appropriate communication strategy will be developed in instances where portfolio redevelopment is identified, and relocation of renters/ tenants is required. In addition, a 'Frequently Asked Questions' for renters/ tenants and staff will complement the strategy to ensure all relocation requirements and responsibilities are understood by CHL and renters/ tenants.

4.2. Relocation considerations

Relocation is an opportunity to think about any changes that a renter/ tenant may like to make to their lifestyle and should always consider the tenants/renter's age, ability, family, friends and supports. CHL communications during a relocation process will include:

- Ensuring that there is adequate time allowed for engagement and relocation within each redevelopment plan.
- Ensuring that the relocation plan and processes are as transparent, clearly defined, and as renter/ tenant centred as possible.
- Promoting meaningful renter/ tenant involvement through surveys and meetings.
- Providing genuine choices of quality and affordable replacement housing.
- Ensuring that renters/ tenants are not discriminated against or made homeless as a result of redevelopment.
- Providing fair and flexible financial assistance (connection fees, mail redirection, removalists and assets they have installed within the home).

- Offering support services focused on the specific needs of the renter/ tenant to ensure successful allocation of future housing.
- Providing opportunities for residents to improve their income, assets, health, and other aspects of their overall quality of life, through the relocation process.
- Potentially offering renters/ tenants affordable opportunities to return to the redeveloped site (where the development meets the specific needs of the renter/ tenant e.g. to age in place) in some circumstances.

4.3. Information requirements

Initially, management will identify the property for redevelopment and will request the appropriate personnel establish some basic information pertaining to the current renters/ tenants, including the following:

- Name and age of all householders residing in the property, including dependents.
- Next of kin details.
- Household structure, including relationships of all householders to the primary renter/ tenant.
- The existing tenancy commencement date and term of tenancy.
- The duration of the existing tenancy agreement and any expiry dates or tenure information that may impact relocation (i.e. existing 'life time tenure' or impending court issues that may result in vacant possession prior to the known expiration date.)
- The current fortnightly rent charge and method of calculation (i.e. maximum rent charge or income based rent assessed).
- The current rental ledger balance.
- The primary income source for the household.
- If there are any known householders residing in the property who identify as Aboriginal or Torres Strait Islander or living with a disability (including any known detail pertaining to the disability type).
- Any known support providers, advocates or state representation (such as public trustee).
- Any known issues, warnings or household needs pertaining to any householders, the primary tenants/renter or the tenancy.
- All known approved home improvement requests that have been installed.

Following a review of this information, personnel will ascertain an appropriate communication strategy with the householders residing in the property. This may include a variety of communication styles, such as via mail, phone and face-to-face meetings, which may occur over a number of occasions.

In the case of property redevelopment, initial contact must be face-to-face and should commence as soon as possible following the identification of a redevelopment property to ensure the renter/ tenant has adequate time to prepare for the relocation.

In addition, all staff, relevant renter/ tenant groups, government agencies and community organisations will be notified that the property has been identified as a property for redevelopment so that consistent message to the renter/ tenant occurs and to ensure that appropriate decisions pertaining to property and tenancy management can be made (such as renter/ tenant enquiries pertaining to property modifications or improvements).

4.4. Renter/ tenant engagement

All renters/ tenants who are required to relocate, will be provided with a formal letter advising of the requirement to be relocated, the options available to the renters/ tenants when considering relocations and finally, a detailed 'FAQ' booklet outlining what the renter/ tenant and landlord is responsible for prior to, during and after the relocation. This may be presented to the renter/ tenant before or after a face-to-face meeting, depending on the determined appropriate communication strategy for the household. In addition, renters/ tenants will be informed of their rights during this process and importantly offered the right to appeal the decision pertaining to the relocation.

All renters/ tenants will have the opportunity to discuss any housing needs and requirements, including such things as property configuration, dwelling size and location. In the case of redevelopment, renters/ tenants may also have the opportunity to relocate back to a developed site following completion of works, should this be a suitable outcome for both parties.

The following items will be discussed with the renter/ tenant and any householder/s during the initial face-to-face meeting:

- The renters/ tenants' rights when relocation is required
- If applicable, the redevelopment plan and time frame for relocation and the conditions of the relocation
- The renters/ tenants' needs and expectations about the move including any special requirements of a new home
- Any improvements the renter/ tenant may have made in their current home that needs to be either relocated or otherwise addressed
- The area/s where the renter/ tenant would prefer to be relocated, the number of the people in the household to be relocated and the housing size desired and/or suitable for the household occupancy.
- The type of pets as part of the family unit and their requirements (i.e. doggy doors)
- At the end of the renter/ tenant notification process, a relocation agreement will be put in place and signed by the renter/ tenant and the team member managing the relocation.
- The costs of relocation that will be met by CHL (if any)

A relocation project plan will also be presented to the renter/ tenant, so that each step is clearly understood and noted for the relocation.

Where a renter/ tenant does not engage over a 2 week period, an escalation process needs to be initiated, whereby management intervention will take place through the relevant state Civil and Administrative Tribunal or Magistrates Court and vacant possession of the property sought.

4.5. Occupancy standards

CHL will always endeavour to ensure that any renter/ tenant allocations, including those of relocations, are appropriate and sustainable. As such, the following items will be considered to prevent under or over occupancy¹:

¹ The Occupancy Standards table is a recommendation only and is subject to availability of housing stock with sufficient number of bedrooms.

Household Type	Bedroom Entitlement
Single person	1-2
Couple no children	1-2
Two singles (i.e. sharing)	1-2
Single or couple with one child	2
Single or couple with two children	2-3
Single or couple with three children	3-4
Single or couple with four or more children	3-4

More specific house sizes may be offered where there is a verified and specific need for a particular house size related to the household's individual needs. For example, in the case of a disability within the household OR extended/multiple families seeking housing together (e.g. large refugee families) OR unrelated large households.

4.6. Relocation costs considered by CHL

Where relocation is required due to redevelopment CHL may, at its discretion, contribute towards relocation costs. All reasonable relocation costs must be reviewed and approved by the Senior Manager of Property Development prior to any notification to the renter/ tenant. CHL will cover reasonable and substantiated costs, up to a maximum amount, deemed required for the relocation. The costs to be covered and maximum allowances payable by CHL will be determined in the associated Portfolio Relocation Strategy.

Renters/ tenants will be provided with assistance from CHL towards costs that may be incurred as a result of the relocation, that may include:

Removalist costs, including boxes, providing that the renter/ tenant has no current debt to CHL and that relocation is a mandatory requirement and remains within 20 km's of the existing property. Cases that do not meet this requirement will be referred to management and decisions pertaining to relocation costs will be at management's discretion.

Skip bins where required but only provided in council areas whereby no hard rubbish collection can be provided.

Personal mail redirection costs only for the initial three-month period following relocation (specifically being the lease commencement date of the new tenancy at the new property).

Any costs associated with utility or telephone/internet/Foxtel connection fees for the new property (being only costs associated with establishing a new connection and NOT usage, costs associated with supply charges or existing debt with utility companies that would otherwise be payable by the renters/ tenants had they not relocated to an alternate property).

Rent will only be charged on one property during the period of relocation. Renters/ tenants will not be expected to maintain rent on two properties simultaneously.

4.7. Relocation costs not considered by CHL

Renters/ tenants in all instances will be expected to arrange their own packing and unpacking of all personal items within the property, however management discretion will be taken in CHL agreeing to pay these costs in instances where renters/ tenants are identified as having restricted capacity to undertake such tasks themselves and whereby personal support is limited or non-existent.

CHL will not cover the costs for any of the below items:

Any current or future rental debt associated to that of the previous or new property

Any established renter/ tenant liability cost or non-tenancy related debt charge incurred from the previous property from which they have transferred (i.e. any costs associated with cleaning the vacated property)

- Payment of any outstanding and final water consumption (usage) costs
- Payment of bond for new accommodation where no bond has previously been held ²

If the renter/ tenant has a bond held for the current property they reside in, this may be transferred, if permissible under state regulations, to the new property, providing the bond amount being transferred does not exceed the total bond chargeable on the new property. The renter/ tenant will also need to be aware that no deductions can be made from the bond held on the previous property for any cleaning or maintenance required to bring the property back to the original standard that it was provided to the renter/ tenant at the commencement of the lease if the bond is to be transferred to the new property.

4.8. Tenancy terms and conditions

A tenants/renter's existing tenancy terms and conditions will be accommodated in all instances when considering relocation to an alternative property including:

- The duration of the existing tenancy agreement ³
- The method of calculating rent ⁴
- Any approved pets and subsequent pet lease/s

All renters/ tenants that are relocating will be required to sign a new lease agreement for the new property which will stipulate CHL as being the landlord of such property should the relocation be for an alternate CHL owned or managed property.

All tenancy conditions will be notated within the lease agreement and be made in line with the appropriate state legislation.

4.9. Modifications and improvements

Where it is identified that a tenants/renter's existing property has been modified to support disability needs, or for appropriate medical reasons, being in line with CHL's disability modifications policy, equivalent modifications will be installed on the property to which the renter/ tenant is relocated to, in circumstances only where renters/ tenants relocate to an alternate CHL owned or managed premises.

In addition, CHL will ensure all reasonable efforts are made to find a property that has the same or similar features to the existing property. For example if there is a carport, we will find a property with a carport.

Where a similar property cannot be located, CHL will assess the improvements based on the written approval for any improvement – see below.

Renters/ tenants are responsible for decorative window dressings, which may include curtains and blinds.

² CHL will endeavour to assist the renter/ tenant to obtain a bond, should this be required.

³ Renters/ tenants with any recent (within 12 months) or current breach of tenancy agreement notices may not be eligible to retain existing tenure or tenancy durations. These will be referred to management and a decision pertaining to tenure of the new agreement will be considered at managements discretion.

⁴ This does not mean that rent chargeable on the new property will remain the same as the current property. Rent is calculated in accordance with program contracts, policy, income and market rent on the property. Given this is subject to change from tenancy to tenancy and property to property, the amount payable may change, however, the method of calculation must not.

4.10. Modifications and improvements considered for relocation premises

If the renter/ tenant has made approved home improvements to their existing property, CHL will consider on a case-by-case basis and at management discretion which (if any) improvements will be made to the property to which they are relocated, in circumstances only where renters/ tenants relocate to an alternate CHL owned or managed premises. All relocation costs must be reviewed and approved by the Senior Manager of Property Development prior. CHL will cover costs for all reasonable and substantiated costs required for the relocation.

Improvements will not be made to the property that the renter/ tenant is relocating to if:

- These improvements were not approved by CHL
- The improvements are of a poor standard or quality
- The improvements were not completed, made, constructed or installed by a qualified professional
- The improvements do not meet legal requirements.

CHL will consider each improvement on a case-by-case basis, in addition to the above, such as:

- Can the existing modification be transported/relocated?
- Is the modification or appliance over 5 years old? If so, can we negotiate a cost contribution towards a new appliance instead of paying the full cost?
- Can we negotiate an alternative modification on the new property that will meet the need of the renter/ tenant (such as a smaller shed).
- Council approvals will not permit the transfer of installation at the new property.

4.11. Vacating a property prior to relocation

If a renter/ tenant who has been approved a relocation offer, vacates their property prior to commencing the tenancy agreement at the new property, the relocation offer will be withdrawn and the renter/ tenant will be notified accordingly. If the renter/ tenant approaches CHL for assistance to source housing in the future, they will be required to complete a new registration for housing as per their state requirements, as their relocation offer will not be reinstated.

If, during the period of relocation, the renter/ tenant and/or their householders are issued with a breach notice, the relocation offer may be withdrawn. Should CHL secure vacant possession of the existing property prior to the commencement of a new tenancy agreement on the new property of which the renter/ tenant is relocating, the renter/ tenant will have no obligation or right to the new property at which they were to relocate. CHL at any time reserves the right to withdraw or cancel a relocation offer.

4.12. Customer feedback and appeal of decisions

CHL welcomes its customers to query any decisions it makes and/or ask questions about our work practices. If a customer wishes to provide feedback to CHL and/or believes a decision made by CHL is incorrect, they can lodge customer feedback and/or an appeal using the CHL Customer Feedback Policy or the CHL Appeals Policy.

5. RELATED RESOURCES

5.1. CHL Group References

National Housing and Homelessness Policies and Procedures
Customer Promise
Customer Feedback Policy and Procedure
Appeals Policy and Procedure
Tenancy Succession Policy
Tenancy Transfer Policy
Customer Relocation Fact Sheet
CHL Asset Standards

5.2. External References

National Regulatory Community Housing Standards
Victorian Community Housing Regulatory Framework
Western Australian Community Housing Regulatory Framework
Housing Assistance Act 1996 (COM)
State Housing Acts (NSW 2001, NT 1982, QLD 2003, SA 1995, TAS 2022, VIC 1983, WA 1980)
State Residential Tenancy and Rooming Acts (NSW 2010, NT 1999, QLD 2008, SA 1995, TAS 1997, VIC 1997, WA 1987)
Community Housing Providers National Law Acts 2013 (NT, NSW, QLD, SA and TAS)
The National Affordable Housing Agreement
NRSCH National Regulatory Code
Consumer Charter for Community Managed Housing and Homelessness Services (VIC)
NDIS Quality and Safeguarding Framework
National Disability and Insurance Scheme Act 2013
NDIS Code of Conduct and Rules
The Human Rights and Responsibilities Charter Act 2006 (VIC)
Human Rights Act 2019 (QLD)
Privacy Act 1988 (COM)

6. MONITORING AND REVIEW

This policy is maintained and managed by the CHL Group's Chief Operations Officer.

This document should be reviewed and revised periodically and/or as required. The period between reviews must not exceed two years. This document remains valid until such time that a new version is published

Review History

Document reference	Date Approved	Version	Reason for review	Review frequency	Owner	Approver(s)
POLHOUAUSNATREL202401	March 2024	1.3	Reformat	Existing	Chief Operations Officer	Executive
POLHOUAUSNATREL202401	February 2024	1.2	Terminology change	Existing	Chief Operations Officer	Chief Operations Officer
POLHOUAUSNATREL202306	June 2023	1.1	NT Inclusion	Existing	National Manager Operations	Managing Director National Manager Operations
POLHOUAUSNATREL202201	December 2022	1.0	New policy	Every two years	National Manager Operations	Managing Director National Manager Operations