



TEN-POL-04

## END OF TENANCY POLICY

### 1. Introduction

- 1.1. The End of Tenancy Policy of Northside Community Service Ltd (Northside) provides guidance around ending tenancies. Northside recognises that tenancies end for a variety of reasons and can be ended by the tenant or by Northside.

### 2. Purpose

- 2.1. This policy outlines the approach to be adopted where Northside tenancies are ended by tenants or by Northside.

### 3. Scope

- 3.1. This policy applies to all housing tenants (including applicants, former tenants, and existing tenants of Northside) who accept accommodation in properties owned, occupied, and managed by Northside.

### 4. Policy Owner and Review Requirements

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### 4.1. Policy Owner

4.1.1. This policy owner of the End of Tenancy Policy is the Executive Director.

### 4.2. Review Requirements

4.2.1. This policy is to be reviewed annually.

## 5. Policy Statements

### 5.1. End of Tenancy

#### 5.1.1. Fixed Term Tenancy

5.1.1.1. Fixed term tenancies will end on the date stipulated in the written agreement unless Northside advises the tenant otherwise in writing.

5.1.1.2. Tenants will be issued a written notice informing them of the date on which their fixed term contract expires, and they will be given instructions on the vacating procedures to be followed.

5.1.1.3. The minimum notice period for a fixed-term tenancy is 3 weeks. For more information, please refer to the Northside **Tenancy Agreement**.

#### 5.1.2. Change of Circumstances

5.1.2.1. Where a tenant is no longer deemed eligible for housing tenancies through a partnership with another provider, for example Housing ACT or OneLink, the tenancy may be ended. The tenant will be notified in writing that the tenancy is ending due to no longer meeting the eligibility requirements.

5.1.2.2. Where a tenant has transitioned into long-term support, their existing tenancy will be terminated.

5.1.2.3. When a tenant is approved for a transfer or mutual exchange of properties, their existing tenancy will be terminated. The **Tenancy Agreement** will be signed by the tenant before moving into the other property and Northside's **Starting a Tenancy Policy** will be adhered to.

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### 5.2. Tenancies Ended by the Tenant

- 5.2.1. A tenant may choose to end their tenancy with Northside at any point.
- 5.2.2. If a tenant wishes to end their tenancy, they are required to give 14 days' notice to Northside in writing.
- 5.2.3. The tenant will receive confirmation in writing that their notice to terminate the tenancy has been received.

### 5.3. Property is Uninhabitable or Destroyed

- 5.3.1. When the property becomes uninhabitable due to force majeure causes, e.g., flood, fire, termination of the tenancy takes immediate effect.

### 5.4. Tenancy Ended Due to Breach of Tenancy Agreement

- 5.4.1. Where a tenant has breached a term of their **Tenancy Agreement** or the **Code of Conduct**, they will be advised in writing and given every opportunity and all possible support and assistance to rectify the problem. For more information, refer to **Breach of Tenancy Policy**.
- 5.4.2. Where there is a serious breach of their **Tenancy Agreement** or the **Code of Conduct** and the tenant does not rectify the problem, Northside will proceed with the action for termination of the Tenancy Agreement. This action will involve an application for a hearing at the ACT Civil & Administrative Tribunal (ACAT) and due legal process as laid down by the *Residential Tenancies Act 1997 (ACT)*.

### 5.5. Abandonment

- 5.5.1. Where there are reasonable grounds to believe that the property has been abandoned, Northside will apply to ACAT for an order, declaring the property to be abandoned. Northside will also change the locks and take possession of the property.

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5.5.2. If Northside must spend money as a result of the tenant abandoning their property and/or goods within the property, the tenant will be required to pay a debt to Northside as per the **Arrears Management Policy**.

5.5.3. If the tenant abandons their property with a rent or non-rent debt owing to Northside, the tenant will still be required to pay the debt.

#### 5.6. Death of a Tenant

##### 5.6.1. Sole Tenant

5.6.1.1. Where a sole tenant has passed away, Northside will liaise with the tenant's family and/or legal representative to deal with the contents of the house and to end the tenancy.

5.6.1.2. Confirmation that the tenancy has ended will be provided to the next of kin or the legal personal representative.

5.6.1.3. In circumstances where the tenant has no family or support, the tenancy can be ended immediately.

##### 5.6.2. Lessee

5.6.2.1. Succession of a tenancy where there has been the death of the Lessee will be considered in accordance with Northside's **Tenancy Management Policy**.

#### 5.7. End of Tenancy Inspection

5.7.1. An inspection within 48 hours of the tenant vacating the property will be conducted by Northside.

5.7.2. The tenant is encouraged to attend the inspection, where opportunities for the tenant to fix any outstanding issues at this stage are provided.

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5.7.3. Before the tenant moves out of the property, the **Condition of Premises Report** will be utilised by Northside to determine whether there is any excess damage to the property and then decide if the tenant's bond will be returned or claimed.

5.7.4. **Condition of Premises Reports** must be completed and signed by both the tenant and Northside based on the inspection.

5.7.5. Northside will finalise the **Condition of Premises Report** in the absence of the tenant, if reasonable opportunity has been provided to sign off the report.

#### 5.8. Returning Keys

5.8.1. A tenant is required to return the property keys when vacating the property of Northside the day the tenant vacates their property, including any keys that were created during the tenancy.

5.8.2. If a tenant fails to return the property keys, Northside may charge a daily rent fee until the property keys have been returned.

#### 5.9. Deductions from Bond

5.9.1. Northside is entitled to deduct from the bond paid under the **Tenancy Agreement** for any of the following:

5.9.1.1. The reasonable cost of repairs to, or the restoration of, the premises or goods leased with the premises as a result of damage (other than fair wear and tear) caused by the tenant;

5.9.1.2. The reasonable cost of securing the premises if the tenant fails to return the keys for the premises to Northside at the end of tenancy;

5.9.1.3. Any rent owing and payable under the **Tenancy Agreement** at the time the agreement terminates or is terminated;

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5.9.1.4. Any reasonable amount (no greater than the costs incurred) for the cost of legal fees incurred by Northside in assigning or transferring a tenant's rights under a **Tenancy Agreement**; or

5.9.1.5. Any amount expressed in terms of the agreement to be deducted by Northside from the bond if the term is endorsed by the ACAT.

5.9.2. Further information on bond can be found in the **Rent, Bonds & Other Charges Policy**.

## 6. Breaches and Penalties

### 6.1. Breaches

6.1.1. Breaches of this policy must be reported immediately to the Chief Executive Officer (or nominee). Confidentiality will be maintained where appropriate.

### 6.2. Penalties

6.2.1. If the Chief Executive Officer believes that unethical or illegal activities, or activities inconsistent with Northside's purpose or mission have occurred, these processes will be followed:

6.2.1.1. The Chief Executive Officer (or nominee) will temporarily suspend the staff members' regular working duties pending further investigation.

6.2.1.2. If a breach is found to have occurred, the Chief Executive Officer may decide to suspend the staff members' regular working duties for a defined period of time, depending on the seriousness of the offence.

6.2.1.3. Where an employee has breached this Policy, and the offence is judged to be serious, the procedures outlined in the Northside **Grievance Policy** will be followed.

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6.2.1.4. Where a breach involves illegal activities, Northside has an obligation to report these to the relevant external law enforcement agencies, and individuals may be subject to prosecution.

6.2.1.5. If a staff member/breaches this policy unintentionally or due to unfamiliarity of the procedures, drills will be carried out more often to help familiarize with the routine.

## 7. Audits

- 7.1. All properties owned, occupied, and managed by Northside will be subject to ongoing assurance and audits. All records belong to Northside. In most cases, these are admissible as evidence and are subject to relevant Territory and Federal Laws.
- 7.2. Northside management is responsible for the development of the audit plan overseeing Tenancy Management, including routine property inspections and tenancy record audits.
- 7.3. The team leader or manager is to provide a report to the CEO in relation to the results of audits undertaken during the period.

## 8. Roles and Responsibilities

### 8.1. Roles and responsibilities for Visitors and Additional Occupants are detailed below:

#### 8.1.1. Northside is responsible for:

8.1.1.1. Ensuring that tenancy services are delivered lawfully, efficiently, and ethically.

#### 8.1.2. The Executive Director Corporate Services is responsible for:

8.1.2.1. Ensuring that breaches of this policy are referred to the CEO so that action can be taken when required and reports are made to other agencies (for example, the Police) when necessary.

8.1.2.2. Ensuring accurate system records are maintained and that records are monitored and archived as appropriate.

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8.1.2.3. Assisting with any audit, including audits conducted by other agencies (with the approval of the CEO) in investigating suspected breaches or conducting scheduled audits or inspections.

#### 8.1.3. **Managers are responsible for:**

8.1.3.1. Ensuring all staff are aware of this Policy in relation to their work at Northside;

8.1.3.2. Ensuring that all work practices comply with this Policy; and

8.1.3.3. Leading by example with respect to upholding this Policy.

#### 8.1.4. **Employees are responsible for:**

8.1.4.1. Following policies and procedures;

8.1.4.2. Participating in development opportunities;

8.1.4.3. Treating clients with dignity and respect at all times;

8.1.4.4. Working to maintain an environment that is culturally safe;

8.1.4.5. Supporting clients to make informed choices;

8.1.4.6. Ensuring the privacy and confidentiality of clients;

8.1.4.7. Working in partnership with clients and other service providers to provide best practice tenancy management.

#### 8.1.5. **Clients and/or their representatives are responsible for:**

8.1.5.1. Informing Northside about their decisions and of any questions they may have in relation to their tenancy;

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8.1.5.2. Ensuring that they adhere to this policy at all times;

8.1.5.3. Letting Northside know when they feel they have not been treated with dignity and respect.

## 9. Associated Documents

### 9.1. Associated Northside Documents

- 9.1.1. **Establishing A Tenancy Policy**
- 9.1.2. **Arrears Management Policy**
- 9.1.3. **Absence From Property Policy**
- 9.1.4. **Application for Succession Policy**
- 9.1.5. **Rent, Bonds, and other Charges Policy**
- 9.1.6. **Grievance Policy**
- 9.1.7. **Code of Conduct**
- 9.1.8. **Condition of Premises Report**
- 9.1.9. **Tenancy Agreement**
- 9.1.10. **End of Tenancy Procedure**

### 9.2. Additional Associated Documents

- 9.2.1. [The Renting Book- ACT Government](#)
- 9.2.2. [Residential Tenancies Act, ACT 1997](#)

## 10. Definitions

- 10.1. **Northside** - Northside Community Service, including all Services operated by both Community Services and Children’s Services business units.
- 10.2. **The Provider** – refers to the relevant housing body, government or not-for-profit agencies managing properties in partnership with Northside.

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- 10.3. **Condition of Premises Report** - A report form that is used to detail the condition of a property at the start and end of a tenancy. Condition of Premises Reports are used to gauge changes in the condition of a property during a tenancy.
- 10.4. **Tenant** – is the person who signed the Tenancy Agreement.
- 10.5. **Sole Tenant** - This term means the only tenant, the exclusive tenant and the only person who signed the lease.
- 10.6. **Lessee** - a person who holds the lease of a property.

## 11. Document Control and Version History

### 11.1. Document Control

<b>Document Reference:</b>	End of Tenancy Policy
<b>Status:</b>	Approved
<b>Approval Authority:</b>	Anna Whitty – Chief Executive Officer
<b>Signature of Approval Authority:</b>	
<b>Approval Date:</b>	06 September 2022
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<b>Functional Unit:</b>	Tenancy
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### 11.2. Version History

Revision Date	Version No.	Brief reason for change	Reference Sections
1/12/2022	V2	Formatting and minor content change. Introduction of procedures.	All
03/2023	V3	Added End of Tenancy Procedure content to this policy.	All

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