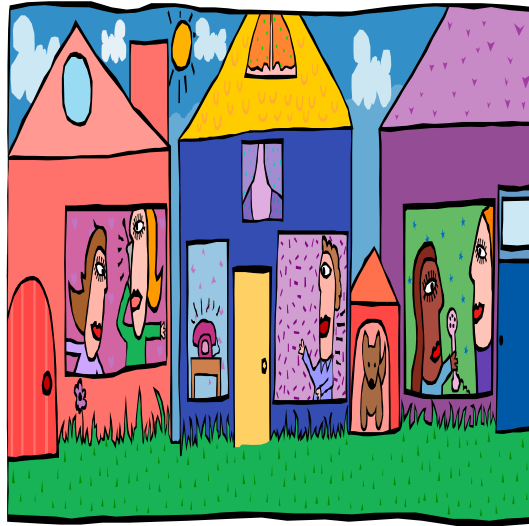


CENTRAL TABLELANDS HOUSING ASSOCIATION

(CTHA)

“Local Housing Locally Managed”

Tenant Information Handbook



Statement of Tenant Rights

The Board of Management and the Staff of Central Tablelands Housing Association are committed to the Rights of Tenants and will honour this commitment at all times. We therefore undertake to:

Treat all tenants in a respectful and fair manner and insist that all persons, working in any capacity for the organisation, accord the same respect to tenants;

Confirm the commitment to confidentiality of tenant disclosures, information and files;

Ensure tenants the right to privacy and the exclusive use of their homes;

Ensure adequate information is made available to inform and empower tenants;

Provide the best possible tenancy and property management service to tenants, offering best practice service delivery methods, ensuring that all legislative responsibilities, funding guidelines and tenancy law requirements are met;

Promote complaints and appeals processes to tenants and welcome tenant complaints as a positive step to continual improvement of the service. We are committed to providing a service where tenants feel free to express their concerns or dissatisfaction with any processes that affect them;

Support and encourage the participation of tenants in the organisation acknowledging that tenants have a role in the decision making processes affecting their housing;

Encourage tenants to become members of the Association and to apply for positions on the Board of Management if the selection criteria can be met;

Ensure tenant properties are maintained to an acceptable standard and are appropriate to their needs and that responsive repairs will be done as quickly and as efficiently as possible;

Ensure all tenants are informed of their legal rights and responsibilities as community housing tenants;

Continue to work to ensure that tenants have secure, affordable, appropriate and sustainable tenancies.

About Our Organisation

We are a community managed housing association. Some of the questions you may have about the organisation are answered below.

- **Where does our money come from?** We receive government grants to help pay for our houses and other costs. All our tenants pay rent. Tenants on low incomes receive a rebate on the market rent for their property.
- **What is our legal status?** Our organisation is incorporated as an Association and we make a report each year to the Department of Fair Trading.
- **How are we managed?** People from our community voluntarily give their time to help run the organisation. The Board of Directors is elected by our members at the Annual General Meeting.
- **What does the Board of Directors do?** The Board employs our staff, manages the finances and makes sure we run the service within the law and to high standards.
- **What are our policies?** Our policies say what we are trying to achieve and how we will go about achieving this in each area of our service.
- **What standard of service can you expect?** We will be honest and respectful, and work to meet housing needs in our community. We have agreed to meet the service standards set for all community housing organisation's and to follow the NSW Code of Practice detailed in this booklet. If you are ever dissatisfied with our service or a decision we have made, follow our Complaints or Appeals Policy a brochure will be included in your sign up package.
- **How can you be more involved?** We encourage our tenants to play an active role in our organisation. For example we encourage you to become members of the organisation. Membership is \$5 and members can vote at general meetings and stand for election to the Board of Directors. We survey tenants regularly and encourage tenants to join in social events or tenant groups. See our Tenant Participation Strategy for more information.



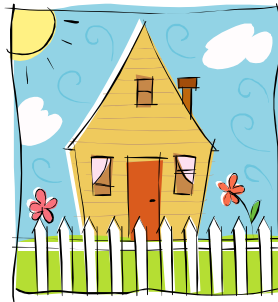
Central Tablelands Housing Vision, Mission and Values Statements

Our Vision

Central Tablelands Housing Association will be a registered and accredited organisation managing a diversified community housing social enterprise and will provide high quality, crisis, short, medium to long-term housing.

CTHA will be a growing, just, responsive and inclusive housing association with a focus on excellence.

CTHA will work collaboratively with its community and government partners, staff, board of directors and it's peak body.



Our Mission

CTHA will provide quality, appropriate, affordable, secure housing to people disadvantaged in their access to housing.

Our Values

Central Tablelands Community Housing values are to:

- Be socially responsible landlords
- Provide housing that is well managed and maintained
- Be responsive to the community's needs and local issues
- Remain accountable and transparent to clients, funding bodies and communities
- Be part of each local community, not just providing a service to it
- Support staff development, training and rewards
- Provide a safe and health work environment for employees, volunteers, contractors, clients and visitors.

Type of Housing Provided

CTHA manages a variety of housing under a range of different programs over the local areas we service. Generally properties are classified as either “Capital or Leasehold”.

Capital Properties

Capital properties are those which are owned by government but managed by CTHA. All maintenance and asset management is the responsibility of CTHA. In the capital program you are no longer eligible for Public Housing, with the exception of Stock Transfer tenants who may apply for transfers to Public Housing in other areas as an existing transfer entitlement.

Leasehold Properties

Leasehold properties are leased on the private rental market and CTHA signs a tenancy agreement and becomes the tenant to the owner and agent. The property is then sub-let by us to our tenants. Please always remember that **we are your landlord**, so you must always contact us (not the owner or their agent) about anything to do with your tenancy.

If you are housed in a leasehold property, there is always a possibility that the owner can ask for the property back at any time by giving CTHA a notice to vacate. If this occurs you may also be given a 60 day notice to vacate the property by us, however every effort will be made by CTHA to rehouse you in a CTHA property suitable to your needs.

If you are housed in a leasehold property and there is a public housing waiting list in your area, you remain eligible for housing with the Housing NSW as we cannot assure you security of tenure. You therefore must remain active on their waiting list to enable you to access long term secure housing.

Other Programs

CTHA also manages a range of other properties for other services on a fee for service basis. These properties are usually allocated in a different way to the capital and leasehold properties. These other properties are designated to a specific target group for example, young people, older people, people with mental illness or disabilities etc. In these cases the allocations are usually undertaken by the support service who works with them.

Your Tenancy

The Tenancy Agreement

All tenants are required to sign a Residential Tenancy Agreement at the commencement of tenancy. The Residential Tenancy Agreement is a legal document based on the **Residential Tenancies Act 1987** (and subsequent amendments) which is a law that says how we must behave as your landlord and how you should behave as our tenant.

The contents of the tenancy agreement will be explained to you by the CTHA staff before you sign it. You will also be provided with a copy of “**The Renting Guide**” for easy to understand information about your legal rights and responsibilities.

It will help to explain the details in your Residential Tenancy Agreement.



The Property Condition Report

Your property condition report is part 2 of your Residential Tenancy Agreement. It describes the condition of the property and is your proof of the condition of the property at the start of your tenancy.

The report will be compared to the condition of the property at inspections during and at the end of your tenancy. You are responsible for taking care of the property and leaving it in a similar condition to when you rented it, except for ‘fair wear and tear’.

The landlord is responsible for ‘wear and tear’ but you will be held responsible for damage, cleaning or lawn mowing, if you cannot prove it was like that when you moved in. Therefore it is very important that the report is accurate and complete and that you fill in the tenant agrees column with a Y for yes or N for no. If you put an N, write your reason in the space next to it. If you run out of room, you can write more comments on a separate sheet of paper. You will be given a copy of the report for your records once both CTHA and you have agreed on the report and signed it. You are provided with 7 days to complete the form and return it. Staff will assist you to complete the form if you would like.

Your Rent

As you are a community housing tenant you will likely have received what we call a rental rebate. This is the rent we have calculated for you based on the income details you provided. This is explained below.

Market Rent: The maximum rent a tenant in our housing will pay if they are not eligible for a rebated rent - this is the rent we write on the tenancy agreement. It is the rate at which a similar size property in the same area could be let on the private rental market. **or** the actual rent being paid to the owner of a private leasehold property

Rental Rebate: We calculate rebated rent payments according to the current funding program policies, The rent rebate is the contribution you make toward the market rent worked out on a percentage of the gross income of the household. You will be provided with a letter explaining how your rent has been calculated at the commencement of your tenancy and following each and every rent review.

Rent Reviews: We will review your income every six months in accordance with funding guidelines. This involves collecting evidence of the income of your household such as Centrelink payments, maintenance and wages etc so that we can calculate your rent using the community housing rent policy formula. If your income changes between rent reviews, you should provide us with your new information as soon as possible, so we can recalculate your rent rebate entitlement.

Rent Payments

As detailed in the Residential Tenancy Agreement, CTHA requires that all rents are paid two weeks in advance if rent is normally paid fortnightly or one week in advance if rent is paid weekly. Rent payments can be made using the Centrelink Centrepay option whereby your rent is automatically deducted from your Centrelink payments and paid to our bank account. Other options include direct payment from your bank account to ours or at any branch of the Westpac bank. Please discuss these options with CTHA staff who will assist you.

Rental Bonds

CTHA requires new tenants to pay a rental bond equivalent to four weeks of your rebated rent. This should be paid at the commencement of your tenancy however if you are not in a position to pay it in full, arrangements can be made for you to pay it in instalments. This is usually agreed by the payment of four instalments equal to one week of your rent. This means you would pay three weeks each fortnight for the first eight weeks of your tenancy. You will be required to sign an agreement which will form part of your tenancy agreement. Your rental bond will be lodged with the Department of Fair Trading (partial payments are lodged at the end of each month) and you will receive a receipt in the mail from them stating your name, the amount lodged and the address of your property.



At the end of your tenancy if the property is returned to us in the same condition as it was rented to you by apart from normal wear and tear, your bond will be returned to you by Renting Services along with any interest to be paid. Where there is any damage to the property not recorded on your property inspection form or there is outstanding rent, CTHA will make a claim on your rental bond. You will be provided with copies of all invoices for any work to be done and a copy of your rent statement prior to us making any claim.

Commonwealth Rent Assistance

Community housing tenants are eligible to apply for Rent Assistance from Centrelink. Rent is charged at 100% of Rent Assistance entitlements.

Whenever your rent changes, CTHA staff will let Centrelink know which will ensure that you receive the maximum amount of Commonwealth Rent Assistance that you are entitled to.



Property Inspections

Property inspections are carried out for a number of reasons. This is not because we are checking up on you, rather that we need to ensure that the property is monitored to identify any repairs and maintenance. CTHA will provide you with 7 days written notice of any inspection. Under the terms of the lease we are allowed to inspect your property no more that 4 times in any 12 month period.

It is your responsibility to keep your property reasonably clean and to notify us as soon as possible of any damage to the property. You have agreed by signing the lease not to attach any fixture or renovate, alter or add to your property without our written consent, clean the premises regularly with special attention to the kitchen, bathroom and appliances. You also are required to keep the grounds and garden tidy and free of rubbish.



Keeping Pets

Your lease states that you may not keep pets without the prior consent of CTHA. Approval may be given if;

- The property is suitable for the animal
- The pets do not interfere with the reasonable peace, comfort and privacy of neighbours, and
- You comply with the Companion Animals Act.

If you are in a leasehold property we can not give you permission as we do not own the property. We are required to seek permission on your behalf for you from the owner of the property.

Pets are often prohibited by private property owners and strata by-laws.



Rent Arrears

CTHA is committed to achieving sustainable tenancies and in dealing with all matters of arrears we will adopt a sensitive approach to any financial difficulties being experienced by a tenant, with a view to maintaining the tenancy. If appropriate we will refer tenants in arrears to an appropriate service for financial or other counselling or services assistance. CTHA will take all necessary steps to reach agreement with tenants on the recovery of rent arrears. Failing such agreement, CTHA will take action if necessary through the Consumer, Tenancy & Traders Tribunal to recover possession of the property from the tenant.

The rent status of each tenant is monitored on a weekly basis to ensure that tenants who fail to pay rent are picked up as quickly as possible to ensure that rent arrears do not get out of hand and that tenants on arrears repayment agreements continue to keep to the agreement.

If for any reason at any time you can not pay rent when it is due, you should contact staff in your branch office and explain your situation. This will prevent unnecessary action being taken if there is a valid or unavoidable reason for non payment of rent. Staff are there to assist you and they may be able to refer you to other agencies who can provide you with support for a particular problem you may be experiencing.

If you fail to enter into an agreement for the payment of rental arrears and you do not respond to letters or phone calls from the CTHA staff, the Branch Manager will make application for a hearing at the Consumer, Tenancy & Traders Tribunal . The Tribunal Member will hear evidence from each party and will make an order much like a Judge as to what should happen. These orders are legal and binding.

Always contact staff and discuss your situation before it becomes a problem



Charges other than rent

Water Use

If your property has a separate water meter you will be charged for the wafer you use. Every three months the local council will send us a water account for your property. You have the choice to pay an extra amount each time you pay your rent towards your water usage, this money is held in a non-rent account attached to your rent account. When the water account is received you will be sent a copy of the account and a print out from your non-rent account if you have chosen that option, to show how much is being held in credit for your water or how much you owe. Any balance owed should be paid with your next rent payment.

Please use water carefully and report leaking taps as soon as you notice them.

Costs you are responsible for

Electricity: Tenants are responsible for the cost of connection and use of the electricity supply. Any faults with the electric wiring or the meter are our responsibility.

Gas: Tenants are responsible for the cost of connection and use of the gas supply to the property. Any faults with the gas pipes or meter are our responsibility.

Telephone: Tenants are responsible for all phone calls and for line and handset rental charges.

Household contents insurance: We pay insurance for the property itself, but you are responsible for insuring your own possessions in case of fire, theft or damage.

Keys: You have been provided with one complete set of keys to all the external doors, security doors, window locks, and garage doors where required. You are responsible for the cost of cutting extra keys, or for getting copies from us if you lose your keys. We have kept one complete set in the office. (these will only be used to enter the property in an emergency, or with your permission. *Note:*

Tenanted properties transferred under the Stock Transfer Project may not have a spare set of keys held in the office.



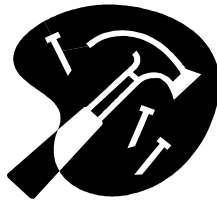
Repairs and Maintenance

Please read the CTHA Repairs and Maintenance Brochure for more detailed information.

Whether you are in a capital or leasehold property all requests for maintenance must be directed to CTHA staff in your local office. In the case of leasehold properties, staff will contact the agent who acts on behalf of the owner of the property to make arrangements for the maintenance to be carried out. For capital properties, CTHA staff will contact the tradespeople directly to arrange for maintenance.



When you contact the office you will be provided with a job number for the work to be completed. Staff will ask your permission to give the tradesperson your telephone number to enable them to contact you and arrange a suitable time to do the repairs. If you do not want your number given out or do not have a telephone number, we will make the arrangements on your behalf.



Please do not carry out repairs or maintenance, improvements or alterations without the written approval from the CTHA staff. Please report repairs needed as early as possible to prevent further damage or expense; a leaking tap for example can lead to high water charges which are the tenants responsibility to pay. The only time tenants may organise their own repairs is in an emergency outside of office hours. Refer to your tenancy agreement for repairs classified as urgent and for tradespeople approved to be used in this situation.

All our tradespeople have been through a process to be accredited to do the maintenance work on our properties. These tradespeople know they are expected to keep to the access arrangements they make with you or us. You do not have to let anyone into your home if you are concerned or they do not provide you with identification. Any concerns should be reported to your local CTHA office.

Responsive Repairs

CTHA manages its repairs and maintenance on properties according to three categories of repairs; urgent/emergency, normal and cyclical or planned maintenance.

We strive to have normal non urgent repairs completed within 14 days. Our response times in accordance with our policy is outlined below.

There are time frames for both capital and leasehold as leasehold maintenance may take longer when the owner is doing the repairs.

Type of Repairs	Capital	Leasehold
Emergency Health, safety, security and essential services. <i>Check the CTHA brochure and your tenancy agreement for a complete description (urgent)</i>	24 hrs	48 hrs
Urgent Repairs Electrical (non emergency) Heating (non emergency) Plumbing (urgent) Glazing/Glass (non emergency)	5 days	14-21 days
Routine maintenance (1) Builder/Handyman/Carpentry (urgent) Fencing (urgent) Plumbing (non urgent) Roofing (non urgent) Brick work (non urgent)	Within 28 days or defer to cyclical maintenance program	Within 28 days or accept deferment/refusal
Routine maintenance (2) Non-Urgent Builder/Handyman/Carpentry Fencing repairs or replacement General repairs or renewal of internal fixtures and fittings	Defer to cyclical maintenance program	Within 28 days or accept deferment/refusal

If repairs are not completed within the time frame above contact your branch staff to find out why.

Having Visitors

Your tenancy agreement specifies the number of people who may reside at the premises. Tenants may have visitors stay in the property if this is a short term arrangement and the visitors have not physically moved into the property on a permanent basis. You must seek permission before allowing any additional occupants to move into your property.

You should be aware that your tenancy agreement states that you agree to be responsible to us for any act or omission by any person you allow on your property who breaks the terms of your tenancy agreement.

Transfers & Rehousing

Central Tablelands Housing Association is committed to ensuring the housing needs of our tenants continue to be adequately met and that housing is appropriate to each tenant's particular circumstances given the availability of appropriate properties. Tenants may apply for a transfer to another dwelling if their existing housing is no longer suitable. Each application will be assessed to determine if the application should be approved, considered as a priority transfer application or if there are any other solutions which may meet the tenant's changed housing need.

Transfers will not be approved if the tenant is in rental arrears, unless there are urgent medical or social reasons for a transfer, the arrears are caused by delays outside the tenants control; currently in breach of their tenancy and legal action has commenced to end the tenancy; still to complete the bond payment on their current tenancy and/or the tenant is already adequately housed with no mitigating circumstances.

If your needs change, discuss this with staff in the branch office who will provide you with additional information and a transfer application form.

Your Privacy

CTHA is committed to providing all our clients with the highest level of service possible. This includes protecting your privacy. From December 2001, amendments to the Privacy Act came into force which provides for personal information to be protected. Any information collected by us about you, will not be used for any other purpose other than what is required by our funding body (Community Housing Division) or as set out in the consent to release information form you may have signed. For more information please refer to the CTHA Protecting Your Privacy Brochure.



Ending Your Tenancy

If you wish to vacate your property you are required by the terms of your lease agreement to give proper written notice. If you wish to end your tenancy when your initial lease expires, you must give 14 days notice in writing to the Branch Manager that you intend to vacate the property.

If your original lease has expired and you are on a continuing agreement, you must give 21 days notice in writing of your intention to vacate the property. In either case you may vacate earlier, however you will be responsible for payment of rent until the end of your notice period. In some cases with your agreement we can reallocate the property before the notice period ends in which case you would only pay rent until the next tenancy commences. An inspection will be undertaken to ensure that the property is left in the same condition as it was rented to you except for normal wear and tear. Any tenant damage will be charged to the tenant.

Complaints

CTHA is committed to offering the best service possible to everyone in our community. Your views are welcome even if they are critical. We will listen carefully to all suggestions and complaints. CTHA recognises that all consumers involved in the service have the right to express personally or through an advocate his/her complaint without fear of reprisal and to have complaints investigated sensitively, quickly and fairly.

Complaint Procedure - You will be provided with a brochure 'Complaints and Appeals Information' at the commencement of your tenancy which fully explains the procedures for making complaints. There are various options for making complaints being informal, formal, internal and external. In all cases your first step should be to talk directly to the person in the organisation you think is responsible for sorting out the problem. In most cases this will be your local Branch Manager.



Generally, most complaints are resolved once the policy relating to the issue has been explained. All clients are free to ask for a copy of the policy regarding a particular issue at any time. Formal 'I want to make a complaint information' and forms are kept in each office and will be provided on request.

CTHA is committed to providing the best service but sometimes we are constrained by what we can do because of government policy and lack of funding.

As much as making a complaint is encouraged so is a pat on the back. If you think one or all of our staff are doing a great job, make their day and tell them, they will appreciate it very much.

Were you provided with all your information at sign up?

Checklist

- | | |
|--|--------------------------|
| Tenancy Agreement | <input type="checkbox"/> |
| Renting Guide | <input type="checkbox"/> |
| Property Condition Report | <input type="checkbox"/> |
| Rent Rebate Letter | <input type="checkbox"/> |
| Rent Certificate | <input type="checkbox"/> |
| Bond and water payment plan
(if applicable) | <input type="checkbox"/> |

Information Brochures

- | | |
|---|--------------------------|
| Repairs and Maintenance Information | <input type="checkbox"/> |
| Information about protecting your privacy | <input type="checkbox"/> |
| CTHA information brochure | <input type="checkbox"/> |
| Complaints and appeals brochure | <input type="checkbox"/> |
| Fridge Magnet | <input type="checkbox"/> |

Our offices are open from 10am to 4pm Monday to Friday except on Wednesday when the office is closed until 1pm. If you need to see the staff in the office about anything to do with your tenancy, it is advisable to phone and make an appointment to ensure that staff will be available to see you when you arrive. Some Housing Managers often work alone because their Assistants are part time, it is not always possible to have the offices open if staff are in the field doing property inspections or tenancy management.

CONTACT DETAILS

BATHURST BRANCH

Shop 8, Brooke Moore Centre
142 William Street
BATHURST NSW 2795
Tel (02) 6331 7059
Fax (02) 6331 7965
E-mail: bathurst@ctha.com.au

MUDGEES BRANCH

90-94 Mortimer Street
MUDGEES NSW 2850
Tel (02) 6372 7816
Fax (02) 6372 7841
E-mail: mudgees@ctha.com.au

ORANGE BRANCH

Suite 5, Level 2
113 Byng Street
ORANGE NSW 2800
Tel (02) 6360 3300
Fax (02) 6361 0229
E-mail: orange@ctha.com.au

ADMINISTRATION OFFICE AND EXECUTIVE OFFICER

Suite 5, Level 2
113 Byng Street
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Tel (02) 63 61 2339
Fax (02) 63 61 0229
E-mail: karen@ctha.com.au
accounts@ctha.com.au

Office Hours

Monday to Friday

10am to 4pm

Closed Wednesday until 1pm.