

Baptcare Affordable Housing Policy

Document Information

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Overview

Purpose

The purpose of Baptcare Affordable Housing's (BAH) Ending Rental Agreements Policy is to ensure that renters understand how and under what circumstances their tenancy can end.

Who Does It Apply To?

This policy applies to all renters of properties owned and/or managed by BAH.

Definitions

- a) Rental Agreement – The document defining the terms and conditions of the tenancy, otherwise referred to as a lease – between a renter and a rental provider.
- b) NTV (Notice to Vacate) – A formal statement that the rental provider wants to end the rental agreement. A rental provider can only give a notice to vacate for certain reasons. If a renter does not leave by the termination date in the notice to vacate, the rental provider can apply to VCAT for an eviction or order of possession.
- c) Order of Possession – A document issued by VCAT that says the resident must move out of the property. A rental provider may apply for a possession order when a resident gets a notice to vacate but does not move out on the date they are supposed to. The possession order will usually be made at a possession hearing.
- d) Warrant – A document issued by VCAT that allows the police to evict a renter forcibly from the property. Rental providers can apply for the warrant immediately, if the possession order allows for it, or within six months after the date of the order, if the renter does not comply with it.

Policy

Overview

This policy defines the way in which Rental Agreements between a renter and BAH, can be ended.

Principles

BAH is committed to ensuring that all renters understand their rights and responsibilities at the commencement of their tenancy about how they or BAH can end a Rental Agreement. BAH will at all times act in a manner that is consistent with its Mission, Vision and Values requiring fairness and transparency.

To achieve this, when a Rental Agreement ends, BAH will:

- Act at all times in accordance with the provisions of the Residential Tenancies Act 1997 (RTA)
- Assist renters with information about advocacy services where appropriate
- Ensure renters have access to, and understand, the reasons for any decision made to end a tenancy
- Ensure renters understand their rights to have decisions reviewed.

When a Renter decides to leave

If a renter decides to leave a property at the end of a fixed term rental agreement or when the rental agreement is periodic (month-to-month), they are required to give BAH 28 days' notice of their intention to vacate in writing. This should be by letter addressed to the Tenancy Worker and allow for mail delivery times.

In some circumstances a renter may only be required to give 14 days' notice, including:

- If BAH has served the renter with a Notice to Vacate for certain reasons
- The renter requires special or personal care that cannot be provided at the rented premises
- The renter has a written offer of public/community housing elsewhere.

If a renter wishes to leave a property before the end of a fixed term rental agreement, this will need to be negotiated with the Tenancy Worker on a case-by-case basis. Consideration will be given to the renter's circumstances, the reason for wishing to break the agreement and any financial loss likely to be suffered by BAH.

When BAH receives a letter informing of an intention to vacate, the following process will apply:

- The renter must ensure rent is paid up to and including the date they vacate the property.
- Any over-payment of rent and/or other charges will be refunded by BAH
- BAH will arrange an inspection of the property with the renter, using the latest property condition report to assess fair wear and tear and identify any damage for which the renter may be responsible
- The renter must restore the property to its original condition - prior to any modifications made during their tenancy - unless otherwise agreed with BAH
- The renter will provide BAH with a forwarding address (if known).

If a renter is leaving a BAH property with money owing due to rent arrears or damage, BAH will encourage them to enter into a repayment agreement.

Where an agreement for repayment cannot be reached, BAH will seek to recover costs in accordance with the provisions of the RTA. Where a bond has been paid, BAH may apply to the Residential Tenancies Bond Authority to recover monies owed.

Involuntary Ending of a tenancy - Eviction

BAH is committed to sustaining tenancies wherever possible and will endeavour to work with renters to remedy any issues that may place their tenancy at risk. At all times BAH will ensure that renters are treated fairly and with respect and give proper consideration to their human rights.

However, in circumstances where all other options have been exhausted or that are of a particularly serious nature, BAH may be required to issue a Notice to Vacate and pursue eviction via an order from the Victorian Civil and Administrative Tribunal (VCAT). Circumstances where this may occur are:

- Serious or repeated breaches of the rental agreement (including rent arrears)
- Serious or repeated breaches of a duty owed by a renter under the RTA
- Threats or intimidation directed toward BAH employees
- Reckless or intentional damage to property
- Endangering neighbours, BAH employees or contractors
- Using the property for illegal purposes
- Subletting the property without consent

BAH will take steps to end a tenancy according to the provisions of the RTA. Further information can also be found in the following BAH policies:

- BAH Neighbours Policy
- BAH Charging Renters for Damages Policy
- BAH Hardship Policy

Where a Notice to Vacate has been issued and a renter has not vacated by the termination date given, BAH will apply to VCAT for an Order of Possession. During this process and if it is appropriate in the circumstances, BAH will continue to work with a renter to negotiate an agreement or otherwise reach a solution to avoid eviction.

BAH will consider the potential impact that eviction may have on the human rights of the renter and their household by conducting a Human Rights Impact Assessment.

If an Order of Possession has been granted and no agreement can be made or solution found between the renter and BAH, then BAH will undertake the following:

- Purchase a Warrant of Possession
- Reach an agreed time for the police to attend the property
- Inform the renter of the date and time of the eviction
- Inform the renter of other housing options, including emergency housing options
- With the police, evict the renter and secure the property.

The decision to purchase a Warrant of Possession will be made by BAH Management upon reviewing all the information.

Premises Abandoned

There may be occasions when a renter leaves a rented premises without informing BAH. Under these circumstances, BAH will make all reasonable attempts to contact the renter to determine their circumstances. If the renter cannot be contacted, BAH will apply to VCAT for an order declaring that the renter has abandoned the rented premises.

Goods left behind

After a renter has vacated a property, been evicted or a property declared abandoned, any goods left behind will be stored or disposed of in line with the requirements of the RTA. BAH will:

- Dispose of goods of no monetary value, perishable foodstuffs or dangerous goods
- Securely store all other goods for the period required by the RTA
- Take all reasonable steps to contact the former renter and arrange for collection of goods.

Rights and Responsibilities

Renters' rights and responsibilities are protected under the Residential Tenancies Act and other Acts of parliament.

It is important for renters to know and understand their rights and that along with rights come responsibilities. At the beginning of the rental renters are given a series of documents including a "Rights and Responsibilities" booklet. This booklet describes both the renter's and the rental provider's rights and responsibilities. If you have misplaced this then please ask a worker for a replacement copy.

Information and support can also be obtained through Consumer Affairs Victoria and the Tenants Union of Victoria.

Consumer Affairs Victoria

1300 55 81 81

www.consumer.vic.gov.au/

Tenants Union of Victoria

1800 068860

tenantsvic.org.au

Policy Review

This policy will be reviewed every two years or earlier if the legal, regulatory and contractual environment requires.

Related Documents

BAH Charging Renters for Damages Policy

BAH Hardship Policy

BAH Neighbours Policy

Residential Tenancies Act 1997

Residential Tenancies Regulations 2021 (Vic)

Housing Act 1983 (Vic)

Victorian Housing Registrar Performance Standards

Revisions and History

Next Review Date:	Month Year	
Revision History	Section	Commencing
Policy no. 7.9, v.3 v.4	Updates to Residential Tenancies Act	1/8/2019 (Approved by ELT Date)

This policy will be available on the BAH website: www.baptcare.org.au/services/housing/affordable-housing

Document Control

Copies of this document and any subsequent version shall be distributed electronically.

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