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**CITY WEST**  
HOUSING



# RESIDENT CHARGE POLICY

ASSET MANAGEMENT



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It is the responsibility of the user of this document to ensure that only the current version is being used. City West Housing Pty Ltd may amend this document at any time.

## DOCUMENT AND AMENDMENT HISTORY

VERSION NUMBER	DATE	SUMMARY OF CHANGES
1.0	17/05/2019	First publication

This document can be downloaded from [www.citywesthousing.com.au](http://www.citywesthousing.com.au)

All correspondence should be directed to:

City West Housing Pty Ltd

2/56 Harris Street, Pyrmont NSW 2009

For Enquiries:

Email address: [repairs@citywesthousing.com.au](mailto:repairs@citywesthousing.com.au)

Phone number: (02) 8584 7500

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## 1. PURPOSE

The purpose of the policy is to establish a clear approach to resident related charges. A resident may be charged for damage to their premises, other than fair wear and tear, for which the resident is responsible. This may also be referred to as a Resident Damage Charge.

The Resident charge policy sets out what resident charges will be applied to City West Housing (CWH) residents in the event that there is damage to a resident's property. It also explains what repairs CWH consider to be the responsibility of residents and how the charges are applied.

## 2. PRINCIPLES

### 2.1. RESIDENT RELATED CHARGES AND REQUIREMENTS

The policy relates to damage to the premises, other than fair wear-and-tear, for which the resident is responsible and the cost of repairing that damage. It also covers resident requests for repairs to be undertaken at their property that are not the responsibility of CWH under the Residential Tenancies Act 2010. These costs are known as resident charges.

Residents can expect CWH to provide them with a property that is in good condition and to maintain that condition throughout the life of their tenancy. Residents are expected to take good care of their premises and to take responsibility for property damage other than that caused by fair wear and tear.

CWH maintains separate accounts for a resident's rent and non-rent related charges and payments.

### 2.2. FAIR WEAR AND TEAR DEFINITION

The term fair wear and tear is not specially defined in the Residential Tenancies Act or the residential tenancy agreement but is considered to be:

- deterioration or changes that happen during normal use of the premises even though the premises receive reasonable care and maintenance, or
- changes that happen with ageing.

### 2.3. RESPONSIBILITY

What Residents can expect from CWH:

- To abide by the terms and conditions of the Residential Tenancy Agreement that relate to the landlord's responsibilities.
- To collect and record information about the type and extent of damage to premises and the circumstances under which the damage may have occurred.
- To provide the Resident with written notice when CWH considers the Resident is responsible for the cost of repairs.
- Concerning non-urgent repairs, to provide the resident with written notice when CWH claims repayment for resident repair costs. If the Resident disputes liability, CWH will review the decision to charge Resident Repair Costs. CWH will then either:
  - take cost recovery action at the NSW Civil & Administrative Tribunal (NCAT); or
  - cancel or amend the Resident Repair Costs and advise the Resident in writing.
- Before the Resident vacates the premises, CWH will carry out a final inspection in the Residents' presence and complete a Property Condition Report.
- Following the final inspection and return of the keys, CWH will not charge the Resident for damage that occurs after the Resident has provided vacant possession of the premises.

What CWH expects from the Resident:

- To abide by the terms and conditions of the Residential Tenancy Agreement.
- To take good care of the premises and keep them reasonably clean.
- To tell CWH as soon as possible if the premises have been damaged.
- To pay for Resident Repair Costs.
- To comply with NCAT orders to pay the costs of repairs or cleaning.
- To report to the NSW Police any damage that is suspected to have resulted from criminal activity, such as a break and enter or vandalism, and provide police event number.
- When the resident vacates the premises, to restore the premises to the condition, as stated in the property condition report and signed at the start of the tenancy, allowing for fair wear and tear; and to return the keys to CWH on or before the date of vacating.

#### **2.4. TYPES OF DAMAGE WHERE A RESIDENT MAY BE RESPONSIBLE**

The following types of damage are typical of incidents where the resident may be responsible:

- Damage to or removal of smoke detectors.
- Broken windows.
- Damaged internal doors, walls and cabinets.
- Burns or other damage to carpets that cannot be considered fair wear and tear.
- Broken locks.
- Damaged doors and security screens.
- Damage to toilets and basins.
- Sewer chokes caused by items that should not be flushed down a toilet.
- Abandoned furniture or vehicles at the end of the tenancy.
- Any other items not identified as fair wear and tear, refer to the definition found at 1.2.

#### **2.5. TYPES OF RESIDENT REQUESTED REPAIRS THAT MAY BE CHARGED TO THE RESIDENT**

- Replacement cost of lost or damaged keys.
- Replacement cost of common area swipe cards.
- Service charge to check utilities; for example, a request to check the hot water system as electricity bill appears to be excessive and no fault is found. The resident will be informed prior to the inspection that they will be charged for the visit if no fault is found.

#### **2.6. RESIDENT DAMAGE DUE TO NEGLIGENCE**

For any action or failure to act by the resident that results in damage to the property, for example a fire, caused by the resident, household members or other invited guest actions, the resident will be responsible for the cost of repairs. If CWH is required to lodge an insurance claim to cover the costs of the repair, the resident will be liable for the excess as per CWH insurance cover.

**Damage that is the resident's responsibility includes:**

- Damage that is intentional.
- Failure to take care to prevent damage, such as neglect.
- Failure to keep the premises in a reasonably clean condition.
- Failure to restore the premises to their condition as at the start of the tenancy after allowing for fair wear and tear.
- Intentional damage or neglect that is caused by any member of the household, household pets, or any visitor who enters the premises with the resident's permission.

**When considering who is responsible for the cost of repairing damage to the property, or a resident requests repairs, City West Housing will:**

- Consider the type of damage/repairs and any information in respect to liability, the resident gives CWH at the time of reporting the damage.
- Inspect the premises, photograph and document the damage/ repairs where appropriate.
- Discuss and record, any information the resident or third party may provide as to the possible cause of the damage/repairs.
- Consider the condition of the premises at the start of the tenancy, as per the Property Condition Report and any evidence of work undertaken on the property at the start or during the tenancy.
- Consider any damage due to fair wear and tear (refer to the definition found at 1.2)
- Take into account any damage/repairs due to an emergency situation where there was causing to believe that the health and well-being of residents were at risk.
- Consider whether ill-health or inability to maintain the premises has contributed to the damage or need for repairs. In these circumstances, the resident is required to provide documented evidence.
- Consider whether the damage/repairs are the result of criminal activity such as break and enter or vandalism.

CWH is committed to reducing the effects of domestic and family violence and encourages people subjected to domestic and family violence to report the issue to Police and to speak with their Tenancy Service Coordinator. In circumstances of criminal activity, the resident is required to provide evidence such as:

- A Certificate of Conviction.
- Family law injunction.
- Provisional, interim or final domestic violence order.
- Declaration made by a medical practitioner in the prescription form.

**If CWH considers the resident is responsible for a non-urgent resident repair cost:**

CWH will advise the resident in writing, listing the nature of the repairs, their costs and the resident's responsibility under the Residential Tenancies Act 2010.

The resident can dispute liability by telling CWH immediately and providing written reasons including any supporting documentation.

If a resident dispute the charge or does not acknowledge responsibility CWH may take action before NCAT to recover the costs from the resident. At NCAT, the resident will have an opportunity to explain why they dispute liability and NCAT will determine if the resident is liable and if so, how much the resident will have to pay.

**Repeat or serious incident of resident repair costs**

Where CWH has sufficient evidence of repeat or serious incidents of resident damage CWH may take action at the NCAT to end the tenancy.

**2.7. RESIDENT REPAIR CHARGE WHERE ASBESTOS IS PRESENT**

Asbestos-cement can be a health risk if asbestos fibres become airborne and are inhaled. This can happen when asbestos-cement building products are broken, sanded, drilled or disturbed in any way that results in airborne asbestos fibres. Only a small number of CWH buildings contain asbestos and is located in the common area and within a secure room.

Expert advice received from Workcover NSW and NSW Health states that living in a home built with asbestos cement is not considered a health risk. However, when a resident damages their property that has material containing asbestos, they could potentially disturb the asbestos.

Where there is evidence that a resident has damaged their property, CWH will always pursue Resident Charges. NCAT has ruled a resident is only responsible for the costs involved in replacing

the structure that had asbestos in it and not the costs associated with safely removing the asbestos. CWH will not seek resident damage charges for the removal and disposal of the asbestos; however, the resident will be responsible for the cost of the repair only.

## 2.8. REVIEWING DECISION

### INTERNAL REVIEW

The resident may request a review of a CWH decision to charge resident repair costs on the following

Grounds:

- Ill health, domestic and family violence or the criminal activity of a third party.
- The property repair charges were not formalised through an NCAT order.

If the resident disputes liability, the resident should discuss the matter with the Head of Assets. If an agreement cannot be reached, they may apply to CWH to review the decision. This is referred to as a formal appeal. (See *CWH Appeals Policy*).

### EXTERNAL REVIEW

The resident may dispute the outcome of the formal appeal by CWH and apply to the Housing Appeals Committee (HAC) for a review. For more information, please visit the Housing Appeals Committee website on [www.hac.nsw.gov.au](http://www.hac.nsw.gov.au) or telephone 02 9715 7955 or free call 1800 629 794.

## 2.9. PAYMENT OF RESIDENT RELATED CHARGES

A resident may make payments for resident repair charges in the following manner:

- EFTPOS: pay using your debit or credit card at our office or by phone by asking your tenancy service coordinator;
- Direct Transfer: CWH's account details will be detailed in the invoice.
  - Important to Note: Resident repair charge payments must be made to the non-rent account.

## 3. RELATED RESOURCES

- Residential Tenancies Act 2010(NSW)
- CWH Appeals policy
- Housing Appeals Committee [www.hac.nsw.gov.au](http://www.hac.nsw.gov.au)

Further information regarding the CWH policies and fact sheets may be obtained from the CWH website: [www.citywesthousing.com.au](http://www.citywesthousing.com.au) If you have any questions regarding this policy, please contact CWH on [enquiries@citywesthousing.com.au](mailto:enquiries@citywesthousing.com.au) or phone: (02) 8584 7500

## 4. APPROVAL

This document has been approved by CWH's Chief Executive Officer.