

## Information for Tenants – Establishing and Maintaining a Community Housing Tenancy with CatholicCare NT

### What to Expect

When you are offered a home, it is up to you to decide if you will accept it or not. A Tenancy team member will arrange to meet with you to view the property. You can ask questions, ask about modifications and repairs, or say you do not want to rent the property.

Your tenancy team member will provide clear, useful information to ensure you understand the expectations and your rights and responsibilities as a tenant. This will include information about:

- payment responsibilities – including security deposit/bond, rent payment, and rent arrears
- our approach to tenant improvements and repairs
- the procedure for reporting repairs that are needed
- maintenance that you are responsible for
- what it means to be a good neighbour and what to do if disputes and conflicts occur with neighbours.

### Keeping Pets

Before accepting a property, you must tell us if you want to keep pets. Written notification is required before an animal can be kept at a property at any time during your tenancy. You must notify us in writing and wait 14 days for our response.

If pets are agreed to, you must:

- comply with council regulations and register all dogs
- make sure your pets are not a nuisance or a danger
- agree that you are responsible for any harm to people, or property damage your pet may cause
- agree that permission to keep a pet may stop if there are reasonable grounds.

Under the Residential Tenancies Act 1999 (NT) advises that once a tenant has chosen a suitable pet, they must notify the landlord in writing describing the proposed pet and wait the 14-day period for a response. If the landlord agrees in writing with a tenant's proposal for a new pet, they can bring them home.

If the landlord does not agree, tenants will need to wait to see if an application is lodged with NTCAT within the 14 day period. No pets can be brought home to the rental premises until such time as NTCAT has determined whether it is reasonable for a pet to be kept at the premises.

### Your Lease Agreement

When you accept a property, you sign a lease called the Residential Tenancy Agreement. If you need help to understand this lease, or if you are not sure about any items in it, you can ask your

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Tenancy team member. Also, you can bring someone with you when you sign the lease.

When you sign the lease, you will need to pay two weeks rent up-front.

The lease is a legal contract that we'll both sign. It sets out rights and responsibilities for you as the tenant, and for us as the landlord. Keep your copy of the lease in a safe place as it's a useful document that you may want to refer to later.

## Your Rent Amount

We'll tell you how much your weekly rent amount will be. It is calculated as follows:

For Social Housing - Your rent is income-based, so we match the rent to your household income. It is calculated as:

- 25% of assessable household income + Commonwealth Rent Assistance
- or market rent, as assessed by independent valuation
- whichever is lower.

## How to Pay your Rent

When you sign the lease, you will need to pay two weeks rent up front. We also need you to tell us how you're going to pay your rent each week or fortnight. There are a range of options available:

- direct debit from Centrelink (this is called CentrePay)
- direct debit to our bank account
- electronic transfer via online banking
- payment at our office via EFTPOS. We're not able to accept cash payments.

We recommend you set up an automatic payment for your rent and we can help you do this.

## The Condition Report

At the start of your tenancy your home will be clean and in good repair. When you sign your lease, a condition report is provided to you. It describes the state of the property. You then check it and let us know if there is anything you don't agree with.

## The Bond

A bond (called a Security Deposit) is a payment made by a tenant before moving in. It is security against unpaid rent or damage to the property. The bond amount is equal to two weeks rent, and we will tell you how much this is.

The bond payment is made along with two weeks rent in advance at the start of the tenancy. The process for us lodging a claim against your bond, and for you to reclaim your bond, at the end of your tenancy is set out in your lease agreement.

## Commonwealth Rent Assistance

If you receive a Centrelink benefit you may be eligible for Commonwealth Rent Assistance (CRA). CRA is a Federal Government contribution to your rent. You can claim CRA through Centrelink.

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## Privacy and Confidentiality

Your personal information is kept private. We respect your privacy, and we keep your personal information confidential within our organisation. It is kept on a 'need-to-know' basis. This means only those who need the information can see it.

We do not share information about you with other organisations or agencies unless you have agreed to that. If you can't give consent to information being shared (for example you have an incapacitating illness) we will take all reasonable steps to protect the privacy and confidentiality of your personal information.

If you visit our office and we need to collect information of a personal nature from you, we will offer a private place to do this. Tenant information is stored securely and only kept for as long as necessary. When the information is no longer needed, it is disposed of in a confidential way.

## Your Responsibilities

The lease describes in detail your rights and responsibilities as a tenant but, put simply, there are three key things we need you to do – pay your rent, maintain your home and be a good neighbour.

### Pay your Rent on Time, in Full and in Advance

You must pay rent either weekly or fortnightly and always stay in advance. If you do not pay your rent, you can be evicted from your property. If you experience financial difficulties during your tenancy, it is important to contact your tenancy team at CatholicCare NT (CCNT) before deciding to stop paying rent. Your tenancy team may have some suggestions or put you in touch with services that can help.

In addition to your rent, there will be other charges (sometimes called non-rent) that we may ask you to pay such as:

- water usage charges
- charges related to damage to the property that is caused by you or your visitors (the cost is determined by the type of damage and the complexity of the repair).

You can negotiate a repayment plan with your tenancy team member for non-rent payments.

Remember that your weekly rent may be worked out by the combined income of who is living at the property so you must tell us when:

- your household income changes, and/or
- any changes to who is living in your home.

## Maintain your Home

Your home should be maintained to a reasonable standard making sure that it is kept clean, safe, fit to live in, and free from damage, pests, and vermin. You must keep the garden tidy and if there are lawns, you must keep them mown and dispose of garden waste and lawn clippings.

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If you, a member of your household, or a visitor to your home cause damage to the property, you are responsible for the repair costs. You must report damage that occurs at the property as soon as practical.

You are welcome to decorate your home by adding floor rugs or hanging pictures, however the property must be returned to its original condition when you vacate. You may only paint with our permission, so please talk to us first. As outlined in the lease agreement, you are not permitted to alter, build on or add to the property, or move fixtures and fittings. To do so is a breach of your lease.

## Be a Good Neighbour

We are committed to working with each tenant to achieve successful and long-term tenancies as well as building positive and sustainable neighbourhoods and communities. We value serving a diverse tenant population - singles and families with people at all different stages of life. While neighbours may not always agree with each other's choices, everyone has a right to live peacefully in their home.

Being a good neighbour is everybody's responsibility. You must follow the conditions outlined in your lease which include being responsible for your own behaviour and the behaviour of visitors and occupants at your property.

It's not okay for you or your visitors to cause a disturbance or annoyance in or around your home or to interfere with the peace and comfort of your neighbours – e.g., by holding noisy parties, revving loud cars or motorbikes, or using offensive language.

If you have a concern about a neighbour, you can try to solve the problem by talking with them directly or through a mediator. We have information on resolving disputes, and we can refer you to a Dispute Resolution and Mediation service where an independent mediator may help you resolve your dispute.

## Our Responsibilities

At the start of your tenancy, we have a responsibility to provide you with a home that is clean and in good repair. When you sign your lease, we'll give you a condition report that describes the state of the home and property. It's essential that you review this report and let us know if you don't agree with our description.

Throughout your tenancy, we remain responsible for repairs that are the result of fair wear and tear.

We will respect your right to live peacefully in your home. We won't interfere with your privacy, unless you or the law allows us to, as described in your lease. We ask our maintenance staff to call and make an appointment with you before they arrive to do planned works.

Your tenancy team will make regular inspections of your property and will always plan with you in advance. If we write and ask you for permission to do an inspection and you don't respond, the law says we're allowed to enter your property. We're also allowed to enter your property without your permission if we believe that:

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- you are ill or injured and can't give us permission, or
- damage has occurred to your property or there is likely to be damage to all or part of your property, or
- there is risk to you or another person on your property, or
- you have abandoned your home.

## Support to Sustain your Tenancy

CCNT is committed to providing tenants with the supports they need to sustain and maintain their tenancy agreements with us. We understand that people can have a range of support needs beyond the provision of affordable housing, we prioritize supporting tenants who have been excluded from or marginalised from other housing and support systems. As such we will discuss with you any 'wrap around' support needs you may have that will assist you in maintaining your tenancy with us. We will do this as part of the initial sign up, and again with you during your tenancy where there are issues that arise. CCNT has a range of support services that could accompany the provision of housing. In addition, we have a range of support partners we can connect you with if you would prefer.

## Ending your Tenancy

If you decide to end your tenancy with us, you must let us know. You must give notice in writing of your intention to end your tenancy. You can hand the written notice to us in person, or via, email, or post. It needs to include:

- the address of the place you are renting from us
- be signed by the tenant or all the tenants (each person whose name is on the lease agreement)
- the right amount of notice
- the date you intend to move out
- the reason for ending the lease.

CCNT cannot end your tenancy during the fixed term agreement unless you fail to pay rent or break other terms of the lease agreement, in line with your rights and responsibilities under the Residential Tenancies Act 1999 (NT).

## Notice Periods

If either you or CCNT want to end the lease at the end of the fixed term (the original lease timeframe), 14 days written notice must be given.

If the fixed term of the lease has ended and you are continuing periodic agreement, you must give at least 14 days' notice. As the landlord, CCNT must give you 42 days' notice in this circumstance.

## More Information About Ending a Lease Agreement

CCNT operates our tenancy management and tenancy support services in line with the requirements and resources provided by Consumer Affairs NT.

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As a tenant you can get independent assistance from **Consumer Affairs NT** about your rights and responsibilities as a residential tenant. If you need help, call Consumer Affairs NT on 08 8999 1999 or 1800 019 319.

**Tenants Advice Service** - Darwin Community Legal Service can also assist you. Please contact them on free call 1800 812 953 to access free legal information or to make a telephone or face-to-face appointment with one of the tenancy lawyers. Appointments are generally available every weekday except public holidays.

Your tenancy team can also assist you.

## Complaints

Whether you have a compliment or a complaint – we really do value your feedback. What you think about us is very important and helps us to shape our services to be able to respond to your needs.

You have the right to make an official complaint to us at any time and can do this by using our online feedback form ( [Feedback and Complaints - CatholicCare NT](#) ) or ask at one of our offices for an evaluation form that you can fill out.

If you do not want to contact CCNT directly, you can contact one of the following organisations:

### **For general complaints:**

Health and Community Services Complaints Commission

Phone: 1800 004 474 or 08 8999 1969

Email: [hcscc@nt.gov.au](mailto:hcscc@nt.gov.au)

Website: [www.hcscc.nt.gov.au](http://www.hcscc.nt.gov.au)

The Office of the Australian Information Commissioner

Phone: 1300 363 992

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

### **For complaints related to children:**

Office of the Children's Commissioner NT

Phone: 1800 259 256 or 08 8999 6076

Email: [occ@nt.gov.au](mailto:occ@nt.gov.au)

### **For complaints related to mental health services:**

NT Community Visitors Program

Phone: 1800 021 919

Website: [cvp.nt.gov.au/contact](http://cvp.nt.gov.au/contact)

### **For complaints related to Community Development Programs:**

Prime Minister and Cabinet National Service Line

Phone: 1800 805 260

Email: [nationalcustomerserviceline@employment.gov.au](mailto:nationalcustomerserviceline@employment.gov.au)

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**For complaints related to NDIS:**

If you have concerns about your NDIS supports or services you can contact the NDIS Commission.

Phone: 1800 035 544 (free call from landlines) or TTY 133 677. Interpreters can be arranged. National Relay Service Website: [communications.gov.au/what-we-do/phone/services-people-disability/accesshub/national-relay-service](https://communications.gov.au/what-we-do/phone/services-people-disability/accesshub/national-relay-service) and ask for 1800 035 544

**For complaints related to the regulation of our Community Housing:**

If you have a complaint about our Community Housing Management/processes, you can contact the National Regulatory System Community Housing [www.nrsch.gov.au](http://www.nrsch.gov.au) and complete their online complaints form.

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