

C1.12 Ending Tenancy Policy and Procedure



1. Purpose

- 1.1. This policy is to ensure that the landlord follows requirements of the Residential Tenancies Act 2010 and other relevant legislation when ending a tenancy.
- 1.2. The Landlord will consider the individual circumstances of tenants and the best interest of the Co-op

2. Scope

- 2.1. Applies to all staff
- 2.2. Applies to Co-operatives

3. Exceptions

N/A

4. Definitions

- 4.1. **Landlord** - the person who grants the right to occupy residential premises under a residential tenancy agreement.
- 4.2. **Co-op**- governance structure where residents become 'members' of the Co-operative and play an active part in running the organisation.
- 4.3. **Tenant** - the person who has the right to occupy residential premises under a residential tenancy agreement.

5. Responsibilities

5.1. Chief Executive Officer (CEO)

- 5.1.1. Providing resources
- 5.1.2. Oversight of process etc

5.2. Manager

- 5.2.1. Staff competency
- 5.2.2. Monitoring

5.3. Quality Coordinator (QC)

- 5.3.1. Review the policy with relevant staff as per schedule or when required

6. Procedure

- 6.1. The Landlord will respect the principles of natural justice for tenants (access to information, access to reasons for decisions, access to internal and external review of decisions, and privacy)

C1.12 Ending Tenancy Policy and Procedure



- 6.2. Notices of termination will be issued in accordance with the requirements of the Residential Tenancies Act 2010.
- 6.3. Abandoned goods at the end of a tenancy will be handled in accordance with the requirements of the Residential Tenancies Act.
- 6.4. **End of a fixed term temporary tenancy** - The notice of termination of fixed term agreement will be always given for longer period than the minimum of 14 days.
- 6.5. **End of tenancy for a tenant breach** - Before any action related to tenant's breach is taken to the NSW Civil & Administrative Tribunal the Co-op will explore other appropriate options.
- 6.6. **Termination of tenancy by a tenant** - The landlord will be flexible about the notice to vacate if applicable.
- 6.7. **Abandoned premises and property** - The landlord will deal with abandoned premises and property of a tenant in accordance with the provisions of the Residential Tenancies Act 2010.
- 6.8. **Pre-Vacating Procedure**

Steps	Who is responsible	When
<p>All tenants/members vacating a property are required to undertake the following procedure:</p> <ul style="list-style-type: none"> a. Meet with the Coop officer or with CENSW staff for a pre-vacating procedure to determine the state of the property prior to exiting b. Make sure the Condition Report when tenancy started is available at the inspection. c. Discuss visible repair issues with the tenant and inform of acceptable wear & tear. Discuss options to rectify any damage to the premises & take photos with permission d. Ensure that the tenant knows what reasonably clean condition means when exiting the property. e. Discuss bond requirements and take bank account details for swift processing. Ask for forwarding address 	Coop Board or Co-op Development Officer	As soon as notice of vacating is received Minimum of 10 days prior to vacating

C1.12 Ending Tenancy Policy and Procedure



- | | | | |
|--|--|--|--|
| <ul style="list-style-type: none">f. Specify the date & how the keys will be returned to the Co-op by tenant/members or to CENSW for directly managed tenants.g. Ensure that all keys (including the letterbox keys and second sets if issued) belonging to the premises are returned to the Co-op or to CENSW.h. Inform tenant that NCAT proceedings may be initiated if repairs or arrears are not covered by the bondi. Inform tenant to remove all unwanted furniture and rubbish from the premises and grounds when exiting. | | | |
|--|--|--|--|

7. External References

- 7.1.** Residential Tenancy Act 2010
- 7.2.** Privacy Act 2012

8. Internal Associated Documents

- 8.1.** Tenants Handbook
- 8.2.** C1.13 - Vacant Property Policy

9. Forms

- 9.1.** End of Tenancy Checklist

C1.12 Ending Tenancy Policy and Procedure



Name, Designation and Signature of Approver	Corine Addison, Operations Manager
Contact/Responsible Delegation	Co-op Development Manager
Date	8 May 2021
Date Committee/Board Approved	N/A
Date Staff Informed	
Upload to Website and Date	n/a
Review Date	8 May 2024
Version	2

End of Tenancy Checklist



1. Reason for End of Tenancy (please tick one)

- Possession Order granted by the Tribunal
- Termination of tenancy by the tenant
- Abandonment of premises by the tenant
- By mutual agreement

2. Tenancy Details

Tenant Name: _____

Property address: _____

Tenancy end date: _____

Contact details for future correspondence: _____

3. Have keys been returned to CENSW?

YES
Date of return: _____

NO

If no, what action is being taken? _____

Cost of replacing locks: _____ (attach copy invoice)

4. Has condition report been completed and signed?

YES

NO

5. Are there any damages?

YES

Details of damage: _____

What action is being taken? _____

Total cost to tenant (attach copy of invoices/quotes) _____

6. Are there any rent arrears?

YES

Amount: _____

Action taken: _____

NO

7. Are there any other debts?

YES

Amount: _____

Action taken: _____

NO

8. Has bond been paid?

YES

Amount: _____

RBS No: _____

Bond claim amount: _____

Action taken to claim/release/transfer bond: _____

NO

Task list After Ending tenancy	Who is responsible	Timing
Allocation process has been commenced	Co-op Board (Rent Officer/Committee) OR Co-op Development Officer	As soon as possible after end of tenancy date becomes known
Repairs required for re-letting have been assessed and arranged	Co-op Board (Rent Officer/Committee) OR Co-op Development Officer	Immediately after tenant vacates
Claim for Rental Bond prepared and lodged <i>if applicable</i>	Co-op Board (Rent Officer/Committee) OR Co-op Development Officer	Within 5years after end of tenancy
Application to the NCAT to recover rent arrears, damages and other debts	Co-op Board (Rent Officer/Committee) OR Co-op Development Officer	Within 30 days of end of tenancy, if bond does not cover debt