

**PURPOSE:**

This policy is to ensure that the landlord follows requirements of the Residential Tenancies Act 2010 and other relevant legislation when ending a tenancy.

The Landlord will take into account the individual circumstances of tenants and the best interest of the Co-op

**1. SCOPE**

- 1.1. Applies to all staff
- 1.2. Applies to co-operatives

**2. EXCEPTIONS:**

NA

**3. DEFINITIONS**

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

**4. RESPONSIBILITIES**

**4.1. Chief Executive Officer (CEO)**

- 4.1.1. Providing resources
- 4.1.2. Oversight of process etc

**4.2. Manager**

- 4.2.1. Staff competency
- 4.2.2. Monitoring

**4.3. Board**

**4.4. Quality Coordinator (QC)**

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

**5. CONTENT**

- 5.1. 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)

- 5.2. Notices of termination will be issued in accordance with the requirements of the Residential Tenancies Act 2010.
- 5.3. Abandoned goods at the end of a tenancy will be handled in accordance with the requirements of the Residential Tenancies Act.
- 5.4. 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.
- 5.5. 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.
- 5.6. Termination of tenancy by a tenant. The landlord will be flexible about the notice to vacate if applicable.
- 5.7. 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. REFERENCES

- 6.1. Residential Tenancy Act 2010
- 6.2. Privacy Act 2012

## 7. ASSOCIATED DOCUMENTS

- 7.1. Tenants Handbook

## 8. FORMS

- 8.1. End of Tenancy Action Checklist

## 9. PROCEDURE –

### 9.1. Vacating Procedure for Tenants/Members

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"> <li>a. Make sure the premises have been maintained in good repair</li> <li>b. Make sure care has been taken to avoid damaging the premises</li> <li>c. Make sure that the Co-op has been made aware of any damage to the premises</li> <li>d. Ensure that the premises are in a reasonably clean condition.</li> <li>e. Provide the required notice in writing to the landlord prior to vacating.</li> <li>f. Specify the date on which the keys will be returned to the co-op</li> <li>g. Ensure that all keys (including the letterbox keys and second sets if issued) belonging to the premises are returned to the Co-op.</li> </ul>	<p><b>Tenancy Committee or Field Officer</b></p>	<p><b>21 days prior to vacating</b></p>

<p>h. Never change the locks without the Co-op's permission.</p> <p>i. Remove all unwanted furniture and rubbish from the premises and grounds</p> <p>In addition, if you have made any alterations to the premises you must return them to their original condition. (No alterations can be made to a property without written consent from the Co-op.)</p>		
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## 9.2 End of Tenancy Checklist

### 1. Has the tenancy ended?

- Yes if one of the following has occurred:
  - 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(s) name & property address* \_\_\_\_\_
- *Date of end of tenancy* \_\_\_\_\_
- *Reason for end of tenancy*
- \_\_\_\_\_
- *Contact details known?*
- \_\_\_\_\_
- \_\_\_\_\_

### 3. Keys returned to office?

- Yes / No
- If yes, date \_\_\_\_\_
- If no, action taken \_\_\_\_\_
- Cost of replacing locks \$ \_\_\_\_\_ (attach copy of invoice)

### ▪ 4. Condition Report completed?

- Yes / No
- If yes, date \_\_\_\_\_
- Signed by tenant? Yes / No

### ▪ 5. Damages?

- Yes / No

- Details \_\_\_\_\_
- Action taken \_\_\_\_\_
- Total cost to tenant (attach copy of invoices/quotes) \$ \_\_\_\_\_

**6. Rent arrears?**

- Yes / No \_\_\_\_\_
- Amount \$ \_\_\_\_\_
- Action taken \_\_\_\_\_
- \_\_\_\_\_

**7. Other debts?**

- Yes / No Amount \$ \_\_\_\_\_
- Action taken \_\_\_\_\_
- \_\_\_\_\_

**8. Bond paid?**

- Yes / No If yes, amount \$ \_\_\_\_\_ RBS No \_\_\_\_\_
- Amount of bond claim \$ \_\_\_\_\_
- Action to claim/ release/ transfer bond \_\_\_\_\_

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