

**PURPOSE:**

This policy provides guidelines for the management of rent arrears by the Company and 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.
- 3.4. **Rent arrears** – occurs when a Co-op tenant is 14 days or more behind in their rent.
- 3.5. **NCAT** – NSW Civil & Administrative Tribunal

**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 regularly review its approach to the management of rent arrears, develop a strategy for managing arrears and periodically assess how performance can be improved.
- 5.2. The Landlord will promote a consistent rent payment culture by:

- 5.2.1. Clarifying the responsibility of tenants for ensuring that rent payments are being made punctually and regularly.
  - 5.2.2. Outlining the range of methods available for rent payment and assisting in identifying the most appropriate method for the individual tenant.
  - 5.2.3. Explaining the information on rent accounts statements/rent ledgers.
  - 5.2.4. Making tenants aware of the range of local debt and welfare advice agencies, including the provision of contact information, and encourage tenants to use these services.
  - 5.2.5. Informing tenants that whilst support will be provided, non-payment of rent is a serious breach of the tenancy agreement and can lead to termination of their tenancy.
- 5.3. The Landlord will negotiate realistic re-payment agreements with tenants to pay rent arrears if tenants are not able to pay the arrears in full.
  - 5.4. A tenant who has not paid rent when it is due is in rent arrears and is in breach of his/her tenancy agreement. The landlord will maintain early contact with tenants once rent arrears have occurred. Accordingly the landlord will attend to arrears within seven days of becoming aware of them.
  - 5.5. The landlord will continue its attempts to negotiate arrears repayment agreements alongside any legal actions.
  - 5.6. 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). Information about rent arrears will be treated initially on a 'need to know' basis and are subject to the provisions of the Privacy Act 2012. All agreements about rent arrears must be in writing using standard forms. They must be filed in a secure place.

## **6. REFERENCES**

- 6.1. Privacy Act 2012
- 6.2. Residential Tenancies Act 2010.
- 6.3. Community Housing Rent Policy

## **7. ASSOCIATED DOCUMENTS**

- 7.1. CENSW Rent Subsidy Fraud Policy.
- 7.2. CENSW Bad Debt Policy and Procedure
- 7.3. C1.14 Complaints and Appeals Policy and Procedure

## **8. FORMS**

- 8.1 Agreement to Pay Rent Arrears in Full
- 8.2 Agreement to Pay Rent Arrears in installments



Tribunal.		
4. Possession order a. If the Tenant defaults rent payments after a performance order issued by the NCAT the Landlord in cooperation with CENSW will apply to terminate the tenancy and for an order of possession and payment of rent arrears.	<b>Delegated member of the Landlord</b>	<b>Within 7 days of Tenant not paying rent arrears or rent.</b>