



building



real



futures



community



SOUTHERN CROSS  
HOUSING

# TENANT HANDBOOK



# Contents

## Welcome

Introduction	11
Who we are	12
Our mission	13
Your rights at Southern Cross Housing	14

## Prior to moving in

Privacy and confidentiality	17
Why do we introduce customers to Fast Connect?	17
Our role	17
An added incentive	18
Connecting utilities	18
Pets	18
Calculating your rent	20
Rental payments	20
Bond	21
Property condition report	21
Property inspections	21

## When you are a tenant

Repairs and maintenance	25
How long must I wait?	26
If you smell gas	26
Loss of power	26
Serious water leak	27
Blocked or broken toilet	27
Blocked drains	27
Making alterations	27

# Contents (cont.)

Parking	27
Garage	28
Smoke alarms	28
Changes to your household income	28
Understanding your rent statements	28
Rent arrears	30
Non-rent arrears	31
Changes to people living in your home	31
New live-in partners	31
Other additional occupants	31
Neighbours	32
<b>Vacating the property</b>	
Giving notice to vacate	35
Keys	35
Getting your bond back	35
<b>Feedback, appeals and complaints</b>	
General feedback	39
Complaints and appeals	39
<b>Glossary</b>	43



**Welcome**



# Welcome



Welcome to Southern Cross Community Housing.

We are committed to providing you not only secure, sustainable housing but also a high standard of service. This handbook has been developed to provide you with general information regarding your tenancy and what to expect.

For more information about our policies and services, you can refer to our internet site at <https://www.scch.org.au/>

Kind regards,

A handwritten signature in blue ink, appearing to read 'Alex'.

Alex Pontello  
CEO



## Who we are

From humble beginnings in 1983, Southern Cross Housing has grown to become a leading provider of Social and Affordable Housing in Regional NSW, with a proud reputation for service excellence and innovation.

Commencing as the Shoalhaven Community Housing Scheme, we merged with Eurobodalla Community Housing in 2008 and Monaro Tenancy Scheme in 2009. Through our growth, we've maintained a commitment and connection to the communities we serve. We have maintained and expanded our service provision and property portfolio and reinvested into our communities.

Our innovative projects are delivered in partnership with members of our community.

Today we manage almost 1,200 properties from our head office in Nowra and service centres in Ulladulla, Batemans Bay and Cooma. By the end of 2018, our properties under management will exceed 2,100, having been awarded the Social Housing Management Transfer for the Shoalhaven Local Government Area.

Southern Cross Housing is a not-for-profit community organisation led by a Chief Executive Officer who reports to a skills based board.



## Our mission

Our mission is to provide high quality housing and tenancy management and access to support services, to people in south eastern NSW who need affordable and stable housing. This mission, our vision, values and goals are about building real community futures.



**BUILDING STRONG ORGANISATIONAL FOUNDATIONS TO DELIVER OUR VISION WITH THE HIGHEST ETHICAL STANDARDS**

## Your rights at Southern Cross Housing

### We respect your rights to:

- > Be assured that confidentiality will be maintained at all times except where to do so puts your children at risk
- > Be treated in a fair and non-discriminatory manner
- > Be treated with respect
- > Have access to safe and secure housing
- > Be consulted on your specific housing needs, preferences and management changes
- > Have security of tenure within the terms of the tenancy agreement
- > Have the right to complain and appeal decisions
- > Use an advocate
- > Be informed on tenant participation
- > Have access to your own information kept on file
- > Receive flexible support that best meets your needs.

### You can help us by:

- > Keeping us informed if your personal details and circumstances change
- > Providing complete, accurate and timely information
- > Being respectful to staff, contractors and your neighbours
- > Letting us know if you require assistance – such as support services
- > Granting us access to the property should we need to complete an inspection or repairs
- > Keeping to all responsibilities outlined in your Tenancy Agreement
- > If difficulties in payments arise, to contact us to negotiate a payment plan
- > Providing us with feedback regarding the quality of our services.



**Prior to moving in**



# Prior to moving in

## Privacy and confidentiality

As an applicant or tenant of a housing provider you give us personal information. This includes your contact details and date of birth. It may include other information relating to your housing needs, such as medical information or the special needs of your children.

As a provider of community housing we are committed to handling your personal information in accordance with the Federal Privacy Act 1988 and the NSW Privacy and Personal Information Protection Act 1998. We also abide by the Privacy Code of Conduct as set out by the Department of Family and Community Services. This means that the personal information we collect from you will only be used to assist us to find you secure affordable housing, unless you give us permission to use it for any other reason, or there is a threat to life or health.

- > We can only collect information from you in person, unless we have written permission from you to allow someone else to provide the information on your behalf
- > You need to give us permission to share your personal information with FACS or another agency
- > You need to give permission to FACS Housing or other agencies to let them release your personal information to us. When you apply for housing with the department you usually sign a permission form as part of the application form
- > You can withdraw your consent to share your personal information at any time, however this withdrawal must be written and signed and dated.

- > You can request access to your personal information at any time to make sure it is accurate and up to date
- > You can ask for changes to your personal information if necessary, however evidence may be required.

We are committed to storing your information securely so there is no unauthorised access or misuse.

## Why do we introduce customers to Fast Connect?

Southern Cross Housing recognise that moving house can be an exciting and stressful period. By helping you access Fast Connect services, our aim is to make your move simpler.

## Our role

We will help you connect with utility retailers via software provided to us by Fast Connect.

You are under no obligation to use this service.

Once you have completed the application, you will then deal directly with your preferred retailer to connect your utilities. That is the end of our involvement. If you need further assistance, you can call Fast Connect on

**1300 661 464.**

## An added incentive

If Southern Cross Housing process an application on your behalf, and you establish a payment plan to pay your rent and non-rent account with us each week or fortnight, we'll credit your non-rent account with \$50 for each utility you connect with Fast Connect. This will remain in your non-rent account to offset upcoming bills like water or other tenant charges you may be liable for in the future. This is non-refundable and must be used to offset charges to your non-rent account.

This is our way of saying thank you for starting your tenancy on the right foot. It's our way encouraging tenants to budget for their financial commitments.

## Connecting utilities

Before you move in, please ensure you have the electricity, gas and phone connected in your name. You are responsible for paying all connection and usage costs. If you are on a pension, check with your service provider to see if you are eligible for a rebate.

Southern Cross Housing will arrange for your water supply and you are responsible for the water use.

Once you have the keys to your home, make sure you check that the switches are all on in your fuse box. In houses, the fuse box is likely to be on the front or side of your house. In units, you will most likely find your fuse box inside the unit.

## Pets

All animals must be declared that will be kept at the property (at commencement of tenancy) prior to signing a lease. These animals will need to be approved to live at the property in accordance with SCH pet policy by Southern Cross Housing and you will be required to sign a pet clause as part of your lease.

Your property needs to be suitable for the type of pet you are requesting to keep, for the health and welfare of both you and the animal. These assessments are carried out on an individual basis. We understand that pets can be an important and a welcome addition to your life, however pets are simply not allowed at certain properties.

No animals are to be kept inside the property at any given time (with the exception of fish, birds [in cages] and companion animals).

No more than one dog or one cat may reside at the property at any given time, unless written permission has been given by Southern Cross Housing.

Dogs and cats must comply with local council requirements and must be desexed, microchipped, and registered. You will be required to show us proof that this has been done.

Prior to the tenant having ANY new animal on the property, written permission MUST be obtained from the office. This includes replacing a pet that you have been given permission to keep. Failure to abide by this can result in termination of tenancy.



*If you are thinking about getting a pet, please discuss it with the Housing Officer before you do so.*

*Please also be aware that dogs declared as dangerous on the dangerous dogs register cannot be kept on any property that Southern Cross Housing manages.*

## Calculating your rent

You must provide proof of the gross income (i.e. before tax) for every household member over 18 years old. This is done through supplying Southern Cross Housing with payslips or Statements of Income from Centrelink, or if you have both a Centrelink benefit and paid employment you must supply both.

The formula for calculating rent is set by Housing NSW and may change from time to time. Currently, rent is calculated as:

- > For all persons over 21 years 25% of wages
- > Pension/benefit base rate
- > Child support/maintenance
- > Superannuation
- > **Plus** 15% of Family tax benefit A & B
- > **Plus** 100% of Rent assistance
- > For all persons 18 to 21 years 15% income as above
- > **Plus** 15% Family tax benefit A & B.

Sometimes, particularly for people with large families, the calculated rent is higher than the market rent which Southern Cross Housing pays for the property. If that should happen, the most rent that you will pay will be the market rent. Most tenants will pay less than market rent.

Rent will be reviewed every 6 months and may change in line with changes in your income or the market rent for the property you are occupying.

You must tell us within 21 days if your income changes and rent will be recalculated based on your new income.

## Rental payments

You will need 2 weeks rebated rent in advance to begin your tenancy. Your tenancy agreement states that this rent will continue to be due fortnightly, in advance, from the date the tenancy starts.

If you are on Centrelink payments, you can arrange for your rent to be deducted directly from your payments through Centrepay. This costs you nothing and Southern Cross Housing encourages tenants to pay rent in this way.

You can choose to pay your rent yourself into our rent account at the Commonwealth Bank. The account number is shown on your lease. Our office now provides deposit books which can be obtained by collecting (or we can post) from our office. Please make sure that you put your name on the deposit slip.

You can arrange for a direct debit from your bank into Southern Cross Housing's account, but this may cost you if your bank charges for direct debits.



## Bond

Southern Cross Housing requires all new tenants to pay a bond of 4 weeks of market rent on commencement of tenancy.

If this is a problem for you, please discuss it with your Housing Officer.

You may pay this online to the Rental Bond Board before signing your lease or to Southern Cross Housing who will lodge it on your behalf.

If you pay your bond to Southern Cross Housing, you will sign a Bond Lodgement form for the Rental Bond Board. This form will set out the details of your tenancy, how much bond you have paid etc. You may have a copy of this form when you have signed it, to keep with your lease and other tenancy information.



## Property condition report

You will be given a copy of the condition report for the property. It is very important that you mark the report with Y or N in the “Tenant Agrees” column for each item. If you do not agree with the report, you should add your comments, either on the report itself, or on a separate sheet, which you and the housing officer are required to sign and date. All condition reports must be completed and submitted back to your local office within 7 days of receiving the report.

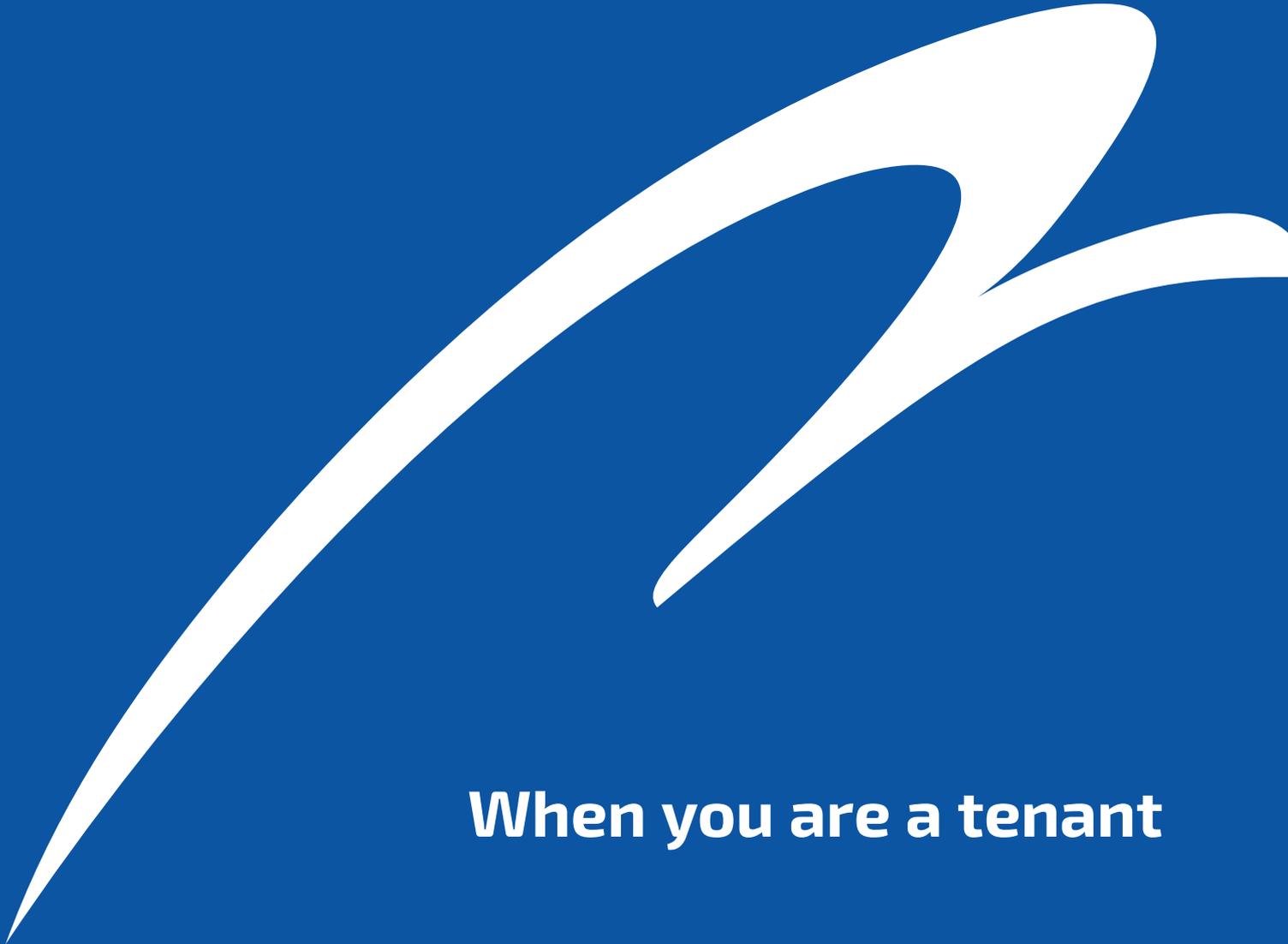
During the first week of your tenancy, you should check that all power points, fans, TV points etc., are working. It is worth taking the time to do this, because this report will be used to assess any tenant costs for cleaning or repairs at the end of your tenancy. If you have any questions about what you need to do, please ask the office staff. At the end of the week, you should return the signed copy to the office and a copy will be taken for you to keep for your records

## Property inspections

All Southern Cross Housing properties are inspected at least once every 3-6 months and a written summary is kept on the property file. Where necessary, a follow-up visit will be made.

Your first inspection will generally be scheduled within your first three months in the property and from there routine inspections will be scheduled approximately every 3-6 months. We ask that you notify Southern Cross Housing of maintenance requirements at the time they arise rather than waiting until your inspection time.





**When you are a tenant**



# When you are a tenant

## Repairs and maintenance

You and Southern Cross Housing both have responsibilities for repairs and maintenance.

Southern Cross Housing will, as best it can:

- > At the start of your tenancy, give you the property fit for habitation and in a reasonable state of cleanliness
- > Maintain the property in reasonable repair, given the age and condition of the property and the market rent paid for it
- > Make sure that urgent repairs are completed within 24 hours and non-urgent repairs are carried out within 28 days (subject to the availability of contractors).

### As the tenant, you are expected to:

- > Keep the property reasonably clean and tidy
- > Notify Southern Cross Housing of any damage to the property or repairs needed as soon as you notice them
- > Not to damage the property or let anyone else damage the property
- > Receive written permission before making any alterations (eg putting hooks in the wall, painting, putting up shelves etc.,) or having any repairs done
- > Mow the lawns and maintain the garden
- > Change light globes and fuses as needed
- > Leave the property in the same condition (or better) as it was when you moved in, allowing for fair wear and tear.

***You are responsible for any damage caused by yourself, your family or your visitors. Southern Cross Housing will not pay for any tenant caused damages.***

***Southern Cross Housing will not pay for any repairs, alterations or improvements which you do to the property without permission from Southern Cross Housing and may also refuse to provide finance for any alterations which are approved.***

***If you alter the property without permission, you may have to pay compensation to restore the property to its original state.***

If you have any maintenance enquiries please contact **1300 757 885** or complete our online maintenance request form at <https://www.scch.org.au/tenants-info/maintenance-request/> and our maintenance staff will assist you. For all other general tenant enquiries please contact your local office.

If you live in a property that Southern Cross Housing rents on the private rental market (leasehold), Southern Cross Housing will contact the owner or agent to arrange to have the repair done.

During your lease signing, one form that you sign is a release of information to contractors. This is to ensure that our maintenance contractors can call you to arrange access to your property for repairs.

If you don't want to give out your number, or you don't have a phone, you will need to make other arrangements for access to your property. Please be aware that this may affect our ability to respond in a timely manner to your request.

## How long must I wait?

Non urgent repairs should be completed within 28 days of your contacting Southern Cross Housing. If the repairs have not been completed within this time, please contact the office to let us know.

Repair contractors should keep to the access arrangements made between you and Southern Cross Housing (e.g. ring you before coming to the property). They should also identify themselves to you before coming in to the property.

You must also keep to the access arrangements you make (i.e. if you arrange a time to give access to the property, please be there at that time).

Some repairs are urgent and need immediate attention. The *Residential Tenancies Act 2010* defines urgent repairs as:

- > Burst water service
- > Blocked or broken toilet
- > Serious roof leak
- > Gas leak
- > Dangerous electrical fault
- > Flooding or serious flood damage
- > Failure or breakdown of the gas, electricity or water supply to the property
- > Failure or breakdown of any essential service such as hot water, cooking, heating or laundering
- > Any fault that causes the premises to be unsafe or unsecured.

If a repair is urgent, please call our emergency number on **1300 757 885**.

## If you smell gas

- > Put out any cigarettes and any other naked flame (candles, stove element, incense etc)
- > Don't use any electrical switches, off or on, including doorbells
- > Open doors and windows to let the gas escape
- > Check to see if a gas tap has been left on, or if a pilot light has gone out
- > If not, turn off the whole supply at the meter and phone Southern Cross Housing on **1300 757 885**.

## Loss of power

- > Check to see whether it is just in your property
- > Check the circuit breakers in the power board to see if any are in the "off" position. If you switch the circuit breaker to "on" and it switches back to "off" there is too great a load on the circuit
- > If the power loss is only in one part of the house, check to make sure that you don't have too many appliances running on the same circuit (you can do this by unplugging all the appliances, switching the circuit breaker to "on" and then turning each appliance back on one at a time. When the load is too great, the circuit breaker will switch to "off" and the power will stop).

## Serious water leak

- > Turn off the water at the meter
- > Turn on the cold water taps to drain the system (collect the water in buckets if you can—you may need them to flush the toilet).

## Blocked or broken toilet

- > Check to see if it is the toilet itself or the flushing system which is broken
- > If it is the toilet itself, is it the cistern, is there a crack in the bowl or is there a leaking pipe or seal?
- > Check to see that the toilet is securely fixed to the floor
- > If the toilet won't flush, check to see if the cistern is filling up
- > If the cistern is not filling, check to see whether your water supply is turned on
- > Check to see if the flush handle is broken
- > Check to see if the toilet will flush if the handle is used several times
- > Check to see if you can flush the toilet using a bucket of water
- > If the toilet is blocked, check to see if the water drains away at all and how slowly.

## Blocked drains

Firstly, try to clear the blockage using a plunger and/or flushing the drain with caustic soda and hot water.

## Making alterations

It is important that your home is kept in much the same condition it was when you moved in, unless the landlord makes changes or you have written permission to make changes. You should not make any alterations to the property without first getting consent, even if you pay for it. This includes changing floor coverings, painting inside or outside, changing fittings, improving security with doors, grills or locks, attaching insect screens, removing plants or lawns or creating gardens.

If there is an improvement you would like to make, please write to your tenancy officer and we will reply in writing or contact the owner for you.

## Parking

Parking can be a cause of arguments between neighbours. Please make sure that you do not park in other peoples' parking spaces, common areas or garages.

You must not keep derelict vehicles on the premises. Any vehicles must be registered.

## Garbage

We will give you information when you sign the lease about the days your garbage will be collected. It is important that you put out your garbage bins on the correct day. If you need assistance with taking the bin out and back in, please let your Housing Officer know.

You must use the right bin provided for the right purpose. You cannot leave plastic bags or other containers with more rubbish outside the bin.

If you have a wheelie bin at your house, you are responsible for it. If anything happens to it while you are the tenant, the replacement costs will be charged to you.

## Smoke alarms

Smoke alarms are required by law to be in every property. They save lives and are there to protect you. Never disconnect or damage smoke alarms. This could put you and other people in your household in danger.

Smoke alarms are tested at every inspection. Speak with your Housing Officer if you have any difficulties with the smoke alarm.

## Changes to your household income

If there are any significant income changes for any member of your household, it is important that you tell us and provide confirmation from employers or Centrelink within 21 days of the change taking place.

Some examples of changes might include;

- > You or someone else in your household starts or stops working
- > A change in the amount of wages you or someone in your household receives
- > A change in the type of benefit or pension you receive
- > One of your children reaches 18 years of age or you have another child
- > You start or stop receiving maintenance payments.

If someone leaves the household and it affects your rent you may be entitled to a backdated amount of rent. Backdating will only happen on the date all information is supplied.

## Understanding your rent statements

Rent statements are posted to you on a quarterly basis. Additional copies are available upon request.

# Understanding your rent statement



**SOUTHERN CROSS HOUSING**

Southern Cross Community Housing  
69 Kinghorne Street  
Nowra NSW 2541  
P: 02 4421 5145 F: 02 4422 0700

TENANT STATEMENT

Please note that this Rent Amount is only accurate as at the date and time of printing.

104000

Naval Orange  
123 Test Avenue  
Fakesville NA 6161

Statement Period From: 01/11/2017  
To: 31/12/2017  
Date Issued: 09/05/2018  
Tenant Number: 113344  
Rent Credit: (\$257.23)  
Vacate Date

**Property Address:**  
123 Test Avenue Fakesville NA 6161

**Current Weekly Market Rent** \$300.00  
**Subsidy as at 09/05/2018** \$75.00  
**Current Weekly Rent** \$225.00

Enquiries (02) 4421 5145

Please use your tenant number as a reference when making payments.

Rent Account

Date	Reference	Details	Paid To	Credit
30/09/2017	100084RC	AR Credit Note	05/10/2017	160.80
02/11/2017	104444	Receipt	16/11/2017	450.00
16/11/2017	109994	Receipt	30/11/2017	450.00
30/11/2017	111001	Receipt	14/12/2017	450.00
14/12/2017	111007	Receipt	28/12/2017	450.00
27/12/2017	120889	Receipt	11/01/2018	450.00

Other Charges

Date	Reference	Details	Original Am	Credit	Outstanding Amt
30/09/2017	BOND	AR Invoice	750.00		
30/09/2017	UNAPP	Payment/Credit		-750.00	0.00
01/02/2018	WATER	AR Invoice	52.70		
28/02/2018	121111	Payment/Credit		-52.70	0.00
18/04/2018	WATER	AR Invoice	49.30		
30/04/2018	129999	Payment/Credit		-49.30	0.00
<b>Total Balance (other charges)</b>					<b>0.00</b>

Rent History

Start Date	End Date	Rent Amount
01/10/2017		225.00

**Total Balance – Outstanding Non-Rent Charge Total.**

**Rent Amount – Weekly Rent Charge.**

This is the Regional Property Program Code – Office Use Only.

Your subsidy is the discount you are entitled to receive from your market rent.

Please use your tenant number – New payment reference instructions.

This section is for your rent. This is your rent payments received.

Other Charges – This section lists all other amounts such as water bills, bonds and other tenant charges.

Rent History – This is a history of your rent charges.

Information is correct at the time of printing. If you need updated information, please call us.

Statement Period beginning date.

Statement Period end date.

Rent Arrears – Rent balance at the date of printing. If you are in arrears, this will state "arrears". If you are in credit, this section will state "credit"

Total Balance – Outstanding Non-Rent Charge Total.

Rent Amount – Weekly Rent Charge.

## Rent arrears

Tenants should never be behind in rent payments. This is a condition of renting any property, in the private rental market or with Southern Cross Housing. However, sometimes it can happen.

If you think you can't pay the rent, please call in to your local office and speak with a Housing Officer. We will do what we can to help you with the problem.

If you do fall behind in the rent and you have not spoken with anyone in the office or there is no agreement already, Southern Cross Housing will take the following action:

- > Seven (7) days behind— send a letter and invite you to sign an agreement to pay
- > Fourteen (14) days—issue a Notice of Termination and invite you to sign an agreement (if not already in place)
- > Expiration of Notice of Termination—seek a Specific Performance Order from the NSW Civil and Administrative Tribunal and re-list through the Tribunal based on the terms of our signed agreement (this can also be applied for at time of issuing a Notice of Termination for repeat offenders)
- > If you fail to comply with the payment agreement, or do not respond to our Notice of Termination, we will seek an Order for Possession from Tribunal
- > If you have not vacated the property by the due date on the Order of Possession, we will apply to the Tribunal for a Warrant of Possession. A Sheriff may then forcibly evict you from the property

- > If you can show exceptional circumstances to explain your arrears and/or failure to comply with a signed agreement or Tribunal order, the Tribunal can direct us to modify specific procedures of the recovery action to accommodate your circumstances.

At all times, Southern Cross Housing staff will work towards saving the tenancy, however Southern Cross Housing also has to keep rental debt as low as possible (this is part of our funding agreement).

Tenants will be given all possible help, including referral to tenant advice and advocacy services and information on any other service or agency which may offer support. There is a list of such services on our website. If you know of any additional services, please advise our office.

***Southern Cross Housing policy and procedures emphasise that evicting a tenant for arrears is the last choice and is only done when all other efforts to fix the situation have failed.***



## Non rent arrears

As part of your tenancy agreement you are responsible for;

- > Paying for the water that you use
- > Any damage to the property
- > The cost of a locksmith to replace locks or to provide new keys.

These are all non-rent debts. It is important that you pay these debts. Southern Cross Housing may go to the Tribunal to terminate the tenancy if you have not paid these debts.

We can arrange for you to pay an extra amount to Southern Cross Housing each fortnight to cover these debts once you have paid your first rent 2 weeks in advance. Please talk with your Housing Officer about arrangements for non-rent debts.

## Changes to people living in your home

When you signed your Tenancy Agreement with Southern Cross Housing, we agreed on how many people could reside at the premises and who these people were. However we recognise that families change – partnerships start or break up, children are born or grow up and leave home. Please keep us informed of the changes in your household as this could affect the rent amount that you are paying.

### New live-in partners

If you wish your partner to move in, please contact your Housing Officer. If approved, you will need to list the person as an “additional household occupant”, supply new details and pay new rent.

You will, however, continue to be the leaseholder with responsibility for paying total rent. It also means that if you and your partner are no longer living together, you will keep your home.

### Other additional occupants

When we offer you a home, we have taken into account how many people will be living there to make sure it is suitable for that number. Therefore, it is unlikely that we will be able to approve additional adults moving in.

You cannot sublet, take in boarders or set up a share house in a Southern Cross Housing property. If you want another family member to move in please contact your Housing Officer.



You can of course, have guests stay. However if they stay for more than 28 days in a year, or 1 night each week, they are no longer considered as guests and you will need to talk to your Housing Officer regarding the situation.

Tenants can have visitors and guests overnight or for longer periods, provided this is a short-term arrangement and provided it does not inconvenience or disturb other tenants.

If you allow other people to live in your property without paying rent and/or notifying Southern Cross Housing of the change in your household, you are breaching your tenancy agreement with Southern Cross Housing and legal action can be taken.

## Neighbours

Everyone has the right to quiet and peaceful enjoyment of their home. Having good relationships with neighbours makes your home a safer and more pleasant place to live. Please think about your neighbours if you are playing music, having friends over or coming home late at night. If you have problems with a neighbour try sorting it out with them first. If this doesn't work, talk to your Housing Officer who may be able to provide you with alternate options.





**Vacating the property**



# Vacating the property

## Giving notice to vacate

If you wish to end your tenancy, you must give at least 14 days written notice if you want to leave the property. When you give your notice, a Housing Officer will organise a 'pre-vacate' inspection with you. This will happen between 2-4 weeks prior to vacating. A maintenance staff member or Housing Officer will arrange a time with you to be at the property for the final inspection. Your bond will be claimed after this inspection has been carried out and will be forwarded to you, minus any charges incurred if the property is not left at the standard (or a higher standard) agreed to by you on your ingoing condition report, and no rent is owing.

## Keys

If you lose any keys to your property, you must advise Southern Cross Housing as soon as possible. You will be charged for the cost of replacing or re-keying the lock(s) if the keys are not found. (It is a condition of your agreement that the property must be secure—and it can't be safe if a key has been lost).

You must return the keys of the property you have leased from Southern Cross Housing to your local office, including any extra copies you have had made, on the day your tenancy ends. If you do not, you may be charged the cost of replacing or re-keying the locks. We ask that you tell us about any locks which are not working properly as soon as you notice they are faulty.

## Getting your bond back

When you leave a Southern Cross Housing property, we would like to be able to return your full bond and offer the home to someone from our waiting list as soon as possible. You can help us to do this by:

- > Giving us as much written notice as possible of the dates you are moving. You must have at least given us 14 days notice in writing before your lease is up, or 21 days notice after your lease has expired
- > Removing all rubbish, both inside and outside
- > Cleaning the property so it is as clean as when you first moved in. This includes cleaning the windows, walls, skirting boards, inside cupboards, the oven and griller, exhaust vents/fans and any stains on the flooring
- > Repairing or replacing anything you have damaged
- > Arranging an inspection of the property with your Housing Officer
- > Returning the keys without delay
- > Giving us your new address or bank account details for the refund of your bond
- > Ensuring no rent is owed.





**Feedback, appeals  
and complaints**



# Feedback, appeals and complaints

## General feedback

If you are leaving Southern Cross Housing, you can help us improve services for other tenants by giving us feedback.

## Complaints and appeals

Southern Cross Housing welcomes your views about our service, even if they are critical. We will listen respectfully and carefully to all suggestions and complaints and try to resolve them.

Southern Cross Housing's policy and procedures on complaints and appeals are designed to:

- > Give applicants and tenants the right to complain or appeal a decision
- > Make it easy for tenants and applicants to exercise that right
- > Provide a mechanism for handling disputes
- > Help Southern Cross Housing review what is and isn't working well in the organisation.

***No person who makes a complaint will be disadvantaged in any way because of the complaint.***

You have a number of options, depending on the nature of the problem.

## Complaint about Southern Cross Housing

If you have a problem with the staff or the service given to you by Southern Cross Housing, the first step is to try to discuss it informally with the person involved, either over the phone or in person. Explain the problem and what you would like to have happen in the future and listen to the other person's response.

If that doesn't work, you can put your concerns in writing. You may use our "I want to make a complaint form", or write us a letter describing what happened and why you are not satisfied. If you are not sure how to put your complaint in writing, you can ask a member of staff, a friend or an advocate to help you.

We will acknowledge receipt of your complaint within 7 days of receiving it.

You should know the outcome of your complaint within 28 days. You will also be advised in writing.

## Complaint about a tenant

- > All complaints must be submitted in writing to Southern Cross Housing and cannot be anonymous, as complaints without a source cannot be presented should the matter need to be resolved in court
- > If you and another tenant are in dispute over something and you cannot work it out between you, please contact the Senior Housing Officer (SHO), who will speak with the parties involved independently and try to reach a solution
- > Some disputes between tenants are subject to ruling by the NSW Civil and Administrative Tribunal. The SHO will be happy to explain your rights and responsibilities under the terms of your lease and refer you to other sources of information if you wish.

## Complaints about pets

If you have a complaint about someone's pet, whether it is about noise, menacing behaviour or anything else, you must contact your local Council's Ranger.

## Appeals

If you are not satisfied with the decision made by your local office, you can appeal and ask that Southern Cross Housing reconsider the matter. If you do this, you will need to give reasons why you think it should be looked at again. The General Manager, Housing Services or Chief Executive Officer will give you a written response to your appeal.

If you do not accept that response, you can ask either the Board of Directors or Housing Appeals Committee (HAC) look at your complaint, or that it be referred to an external agency for review. You can either write a letter in your own words, or use an advocate to assist in writing your appeal.



**Glossary**



# Glossary

## Affordable housing

Affordable Housing is for people on low to moderate income, who earn some of their income from regular paid employment. Tenants of affordable housing properties pay approximately 75% to 80% of the market rent value of the property.

## Capital property

Properties are owned by the NSW State Government or Local Council and managed by Southern Cross Housing

## Leasehold property

Southern Cross Housing rents properties from the private market and then rents them to Southern Cross Housing's tenants

## Market rent

Market rent is the actual rent payable for properties leased from the private rental market.

Southern Cross Housing uses the median rent for a property of the same type and bedroom size in the local government area to calculate the market rent for a property.

## NSW Civil and Administrative Tribunal (NCAT)

NCAT considers a variety of everyday disputes such as (in our case) tenancy and other issues relating to your rental property. Some may know it by the old name Consumer, Trade and Tenancy Tribunal (CTTT).

See [www.ncat.nsw.gov.au](http://www.ncat.nsw.gov.au) for more information.

## Non-rent arrears

This refers to the portion of arrears that are not related to your rent and may include unpaid water charges, or tenant damages. Contact your Housing Officer to discuss.

## Rent arrears

Southern Cross Housing tenants agree to pay their rent 2 weeks in advance. If you have not paid rent by when it is due (per your tenancy agreement), you are in rent arrears. Contact your Housing Officer to discuss.

## Rental bond

A rental bond is an amount you pay at the start of your tenancy as security in case you do not follow the tenancy agreement.

## Rent review

A rent review calculates a tenant's eligibility to receive a rent subsidy. Rent reviews happen at least twice a year. Tenants are advised in writing when Southern Cross Housing is completing a rent review and have 21 days to submit a completed Rent Subsidy Application, plus acceptable proof of income for all household members. It is the tenant's responsibility to demonstrate that they are entitled to receive a rent subsidy. Also see Rent Subsidies.

## Rent subsidies

A rent subsidy reduces the amount of money a tenant has to pay in rent. If the tenant is approved for a rent subsidy, Southern Cross Housing charges a reduced rent based on the tenant's household income, rather than the full market rent set for the property. Rent subsidies are reviewed at least twice a year.

## Residential tenancy agreement

Your Tenancy Agreement or 'lease' sets out the responsibilities between landlords and tenants as per the Residential Tenancies Act 2010. Southern Cross Housing uses a standard agreement, similar to those used by landlords in NSW.

## Social Housing

Social Housing refers to housing opportunities for those on very low to moderate incomes. Some Social Housing properties are managed by Community Housing providers such as Southern Cross Housing, while others are managed by FACS Housing. The same eligibility criteria are used by all providers to assess applications for assistance. The rent for Social Housing is determined based on income.

## Tenant damage

Where damage to a property is caused, either accidentally or intentionally, the tenant is responsible to make good. Work must be carried out by an appropriately qualified tradesperson. Southern Cross Housing may do the work on behalf of the tenant and seek reimbursement from the tenant. Also see non-rent arrears.

## ISCTASS (Illawarra and South Coast Tenancy Service)

Illawarra and South Coast Tenancy Service (ISCTASS) provides free information, advice and advocacy. This includes help with applications and hearings in the NSW Civil & Administrative Tribunal. ISCTAAS helps FACS Housing tenants, Aboriginal Housing tenants, permanent residents of caravan parks and manufactured home estates, boarders and lodgers and private tenants.

## NOTES

## NOTES





## SOUTHERN CROSS HOUSING

building real community futures

# TALK TO US

# SCCH.ORG.AU

## OUR LOCATIONS

### NOWRA

69 Kinghorne Street,  
Nowra NSW 2541  
info@scch.org.au  
PH: (02) 4421 5145

### ULLADULLA

East Side Mall,  
118-120 Princes Highway,  
Ulladulla NSW 2539  
info@scch.org.au  
PH: (02) 4455 4543

### COOMA

57-59 Massie Street,  
Cooma NSW 2630  
info@scch.org.au  
PH: (02) 6452 1298

### BATEMANS BAY

Shop 12, 12-18 Orient Street,  
Batemans Bay NSW 2536  
info@scch.org.au  
PH: (02) 4472 7681

# MAINTENANCE

For maintenance you can call **1300 757 885** or you can now call your local office and they can transfer you through.