

PROPERTY MANAGEMENT: TENANT-MEMBER & NRHC MAINTENANCE RESPONSIBILITIES

POLICY DOCUMENT INFORMATION

Policy Name:	Property Management: Tenant-Member & NRHC Responsibilities
Committee Responsible	Tenancy & Property Management C'tee (TAP) & Board
Policy Number	XX
Policy Approval Date	3/6/2019
Effective Implementation Date:	1/7/2019
Scheduled Review Date:	TBD
Scope of Policy	This Policy applies to all long-term rental properties owned or managed by NRHC under all programs

Purpose

The purpose of this policy is to define a set of clear guidelines to assist Members fulfil their tenancy responsibilities regarding repairs and upgrades to their properties and are also aware of NRHC's key maintenance responsibilities.

Relevant NRHC Objectives

[Residential Tenancies Act 1997](#)

(Currently under Review with implementation of recommendations by 2019)

NRHC Maintenance Responsibilities

General Maintenance and Repairs

- NRHC is responsible for the carrying out all necessary property repairs, kitchen and bathroom upgrades, **except** when the damage has been caused by the Member, other property residents or their visitors either maliciously, by misuse or by accident.
- Under the Residential Tenancies Act (RTA), NRHC will respond without delay once has been informed by the Tenant-Member of any '**Urgent Maintenance**' item.

The 'Urgent Maintenance' items are listed in Consumer Affairs of Victoria's booklet '[Renting a Home](#)'.

- For '**Non-Urgent Maintenance**' under the Residential Tenancies Act (RTA), NRHC will arrange to have the repairs carried out within 14 days of being informed by the Tenant-Member.

- NHRC carries out a ‘**Property Inspection**’ of each property at least every 12 months and may do so more frequently if required.

The Property Inspection seeks to identify:

- Other Urgent and Non-Urgent repairs that have not been notified to the Co-op; and
- Other Maintenance that may be required within the following 5 Years such as:
 - Cyclical Maintenance such as replacing appliances and external & internal painting;
 - Structural Maintenance such as restumping, weatherboard replacement; and
 - Upgrade Maintenance of Kitchens & Bathrooms.

- Cyclical / Upgrade Works

- The Co-operative is responsible for planning and funding cyclical and upgrade works that generally relate to replacement of assets that have reached the end of their usable life or are in a condition where it is uneconomical to maintain.

Examples of cyclical works include replacement of hot water services, heaters, carpets, roofing, ovens, range hoods and external & internal painting.

- Upgrades include the refurbishing of kitchens, bathrooms, laundries with the cupboards, appliances, wall tiling, painting, plumbing and floor coverings etc being partially or totally replaced.
- Structural upgrades refer to works involving restumping or underpinning/resin pressure injection of floors and concrete foundations, and replacement of external windows & doors.
- The Co-operative endeavours to fund as many works as possible across the NRHC property portfolio each year by sourcing:
 - Good quality materials and appliances that have a long life cycle & require minimal maintenance; &
 - Seeking alternative quotations from reputable builders to obtain the best possible ‘value for money’ outcomes.

- NHRC also carries out 'Preventative Maintenance' including

- Electrical Safety Checks:

The Co-op will normally conduct electrical safety checks on each property every 2 to 3 years to ensure electrical compliance and safety considerations.

These Checks will include:

- Electrical Switchboard;
- Safety Switches for lighting and power;
- Smoke Alarms;
- Air Conditioners;
- Solar Inverters;
- Power points, light switches and general electrical fittings; &
- Use of cables, power leads and plug boards.

During these checks the electrician will also:

- Service and clean all split system air conditioner filters, regardless of whether the units were installed by the Co-op or the Member.
- Plumbing, Gas, Roof Checks & Solar Panel Cleaning

The Co-op will normally conduct plumbing, gas checks and servicing for each property every 2 to 3 years to ensure the efficient operation of the appliances and safety compliance.

These Checks will include:

- Checking the condition and cleaning of spouting and downpipes;
- Stormwater and sewer line checks for blockages;
- Testing for water leaks;
- Testing for gas leaks;
- Servicing and carbon monoxide testing of gas heaters; and
- Tap ware checks.

The Co-op will normally conduct roofing checks on each property approx. every 2 years to assess the condition of the:

- Tile mortar
- Rusting of drainage valleys and roof flashing;
- Roofing deterioration; and
- For cleaning of solar panels.

Other NRHC Maintenance Responsibilities

- Dishwashers

Repairs are undertaken at the Co-op's expense provided the dishwasher has been properly maintained by the Member as confirmed in the attending tradesperson's report.

- Gardens & Trees

The Co-op will be responsible for pruning and/or removal of trees particularly where there is a threat of damaging the dwelling, roof, fences, subsoil plumbing etc.

The Co-op provides a 2 monthly gardening service to mow lawns and trim gardens when a Member's physical and financial capacity to maintain their garden is significantly limited e.g.:

- Members with a significant mobility disability on a DSP; &
- Members over 60 y.o. and on Centrelink income only.

- Solar Panels

Through the Darebin City Council (DCC) Solar Saver Program NRHC has been able to have solar panels installed on its properties in Darebin if the Tenant-Member agrees to the arrangement.

Under this arrangement:

- DCC selects a Solar Panel Installation Contractor through a tender process;
- The Co-op. arranges for the Installation Contractor to assess the property to the feasibility of solar panel installation and the number of panels that can be installed;
- If the NRHC Member agrees to sign an Agreement with NRHC to 'share the savings on their electricity bill' by paying a weekly Service Fee amount equal to 2% of their Household Rent then NRHC gives DCC approval to arrange the installation of the solar panels;
- NRHC signs an Agreement with DCC to repay the installation cost over 10 years interest free;
- The Installation Contractor arranges the installation of the solar panels and associated equipment directly with the Member.
- The Co-op will be responsible for the ongoing maintenance including cleaning of solar panels.

- Split System Air Conditioners

Split System Air Conditioner installations are funded by NRHC where one or more of the following criteria apply:

- The NRHC Member have a chronic permanent disability;
- The Member is 60 years of age and is receiving Centrelink benefits only;
- When a gas heater becomes uneconomical to repair and needs replacement, the Member, regardless of age, income, physical capability, will be offered the following alternatives:
 - Replacement of the unserviceable gas heater with another similar type gas heater; or
 - Replacement of the unserviceable gas heater with a split system air conditioner provided the system is selected and installed by the Co-op's preferred Electrician.

Subject to the Co-op's design and installation requirements for split systems being met, the Co-op will be responsible for funding and the ongoing maintenance of these systems.

The Co-op will also be responsible for the servicing of split system air conditioner filters installed and paid for by a NRHC Member.

Tenant-Member Responsibilities

General Maintenance and Repairs

○ Reporting Property Maintenance Problems or Concerns

It is very important Members report all property and maintenance problems or concerns to the office within 48-hours of the problem occurring by:

- Sending the online Maintenance Request Form located on the Co-op's website <http://www.nrhc.Co-op> and search for 'Online Maintenance Request Form';
- Contacting the Property Manager on 0405 528 459 or john.nrhc@bigpond.com
- For Urgent Maintenance – see Urgent Maintenance List of Items attached:
 - First report the Urgent Maintenance directly to the relevant Co-op approved tradesperson;
 - Then the Urgent Maintenance details must be reported to the Property Manager at the NRHC office by phone, text or email within 24 hours.

○ Changes and Damage to the Property

Very Important To Note:

- Under no circumstances may a Member remove, modify or construct an item, whether structural or a fitting/fixture, **without** the prior approval of the Co-operative.

This also includes the planting of trees which will be larger and/or higher than you can maintain yourself.

Members wishing to plant trees need to refer the details of plant selection and proposed planting location to the NRHC office for assessment by the Co-op's contracted arborist.

This is because of the potential damage a large tree's root system or falling branches can do to a property – especially in times of drought.

(A tree's root system is often as wide from the tree base as the tree is tall)

- Under no circumstances shall the Co-operative be responsible for the maintenance of items installed by the Member (other than those items mentioned within this document) or the refunding of the cost of any items so installed whether during a tenancy or at the termination of the tenancy.
- Damage resulting from items installed, removed or modified by Members either during or at the termination of the tenancy shall be the responsibility of the Member for the costs to repair,

Requests for Non-Standard Improvements / Modifications

Members may request approval to carry out improvements / modifications to the property using the relevant *NRHC Tenant Funded Alteration/Addition/Renovation Request Form*.

The request will be considered by the Property Manager.

If the Request is outside the Property Manager's authority it will be forwarded to the Tenancy & Property Management Committee (TAP) for consideration.

Member Responsibility for Property Damage

Members are expected to pay for maintenance and repair work not considered to be 'fair wear and tear' or required as a result of any intentional, malicious, misuse or accidental damage caused by the Member or their residents or guest(s).

Members must notify NRHC staff of any damage to property within 48-hours of the damage occurring.

NRHC will comply with the RESIDENTIAL TENANCIES ACT requirements to:

- Provide the Tenant-Member with a written advice they are to be charged for the maintenance work;
- Use the appropriate forms which will be held on file in the Co-op office;
- Provide the Tenant-Member a written notification of damage on a "GIVING NOTICE TO MEMBER" form that includes the compensation claim.

The Member has 14 days to respond to the claim.

If possible, quotes for the maintenance costs from NRHC approved tradespeople should be included.

If the Member believes they could have the maintenance work done for a lower cost they must supply written notification to the NRHC with quotes included to prove the lower cost.

Once agreement is reached between the Member and NRHC staff regarding both the Member's liability for the damage and the cost of the repairs, the Member will either pay the cost in full or sign an agreement with staff, agreeing to pay the maintenance costs in instalments.

If the Member and staff cannot reach agreement regarding the Member's liability and/or the cost of the work, NRHC staff will apply to VCAT for a hearing to determine the matter.

Other Tenant-Member Maintenance Responsibilities

- It is the Member's responsibility to request the need for repairs and/or replacements.
- A tradesperson attending a repair at a property may **not** be requested to carry out any other works other than those already approved by the Co-op.
- Members are **not** to instruct trades people to vary the scope of works.

If you wish to change or add a maintenance item please contact the Co-op office or the Property Manager.

- Pets – ensure pets are kept securely away when maintenance works are being conducted.
- House and yard – ensure trades people have clear and safe access to all areas to be repaired / painted.
- Furniture / Decorations – if required, ensure all furniture and decorations are removed from area to be maintained/repaired

The Tenant-Member is responsible for:

- **Pests**
Removal of any pests including rodents, insects or possums where the Member has failed to maintain a clean indoor & outdoor area that is free of pet food, food scraps etc.
- **Keys**
Changing of locks where keys have been lost or the replacement of those keys.
A spare set of keys are to be provided to the NRHC office whenever locks are changed
However, if locks need to be changed in order to maintain the safety of the Member, e.g. situations where the Member feels threatened by the risk of family violence or other concerns etc., the Co-op will fast track the changing of locks and will give consideration to covering the cost of the lock change overs.
- **Gardens**
Maintaining garden areas except for trimming etc. of trees that require the use of a ladder.
- **Smoke Alarms**
Testing their smoke alarms at least once or preferably twice annually.
(By using a broom handle to press the smoke alarm button)

- **Dishwashers**

Maintaining dishwashers including the cleaning of filters on a regular basis and the removal of any obstructions such as broken glass, crockery etc.

If the dishwasher ceases to operate correctly or develop a water leak, the Member is to notify the NRHC office.

The Co-op will arrange for the repairs at the Co-op's expense **provided** that based on the tradesperson's report, the dishwasher has been properly maintained by the Member.

- Feedback and Complaints regarding Property Maintenance

- On completion of maintenance works please complete the Member Maintenance Feedback Form on the Co-op website – <http://www.nrhc.co-op> – and submit your feedback to the Co-op office via the website.
- Complaints – if a Member has a complaint about the works being done, the Member should contact the office and report the problem.

Please refer to the Co-op's Complaints Policy & Process on the website:
<http://www.nrhc.co-op/policy>

Tenant-Member Responsibilities when Vacating a Property

If the Member intends to vacate the property, the Tenant-Member **must**:

- Give a minimum notice of one month –preferably as much notice as possible – to the NRHC office prior to planned vacation date is requested;
- Leave the property in a clean, tidy and safe condition;
- Clean carpets, cupboards and floors;
- Make good any changes that have been made to the property or discuss options with the NRHC Property Manager;
- Clean the garden areas and ensure lawns are mowed and plants trimmed;
- Remove any rubbish from the property that does not fit in the Council bins;
- Arrange a property inspection with the NRHC office for two weeks prior to the intended vacation date;
- Arrange for a property inspection when everything has been removed from the property
- Arrange mail redirection;
- Provide a forwarding address to the NRHC office; and
- Return all keys to the NRHC office.

Important Note:

The vacating Member is responsible for paying their regular rent until the final date of the tenancy which is the date the keys to the property have been returned to the Co-op. The returning of all property keys must be arranged with a Co-op staff person.