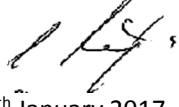




## TENURE POLICY

DOCUMENT DETAILS	
DOCUMENT NAME	Tenure Policy
NRS PERFORMANCE OUTCOME	Tenant and Housing Services
APPROVAL	Board of Management
VERSION	2.0
STATUS	Approved
ISSUED	12 <sup>TH</sup> July 2016
NEXT REVIEW	12 <sup>th</sup> July 2018

APPROVAL – BOARD OF MANAGEMENT	
CHAIR	CHRISTOPHER RIDINGS
SIGNED	
DATE	11 <sup>th</sup> January 2017

### 1. RATIONALE

The purpose of this Policy is to determine the length of tenant leases for IDAA properties. The Policy aims to meet the requirements of the broad range of legislative and contractual frameworks governing IDAA operations and to provide a consistent approach to decisions relating to the length of leases for IDAA tenants.

This Policy aims to incorporate the requirements of the Policy document *Tenure: Fixed Term Leases Policy and Procedures, Version 3, December 2011*, produced by Housing SA, Community Partnerships and Growth (CPG).

### 2. BACKGROUND

In the late 1980's the Intellectual Disability Elderly Accommodation Association (IDEA) began moving elderly people from Strathmont Centre into community housing. In 1990 the name was changed to IDAA to reflect a move towards the provision of housing to adults with intellectual disability. In 1998 IDAA merged with Advance Housing Association Inc. which at that time provided housing to a very similar tenant population. Since that time IDAA has continued to provide community housing to people with intellectual and related disabilities.

IDAA has a tenant population that includes:

- Adults with intellectual disability who reside in 'group homes'. IDAA is the landlord and a disability support provider (government or non-government) selects and matches the tenants and provides tailored support services on a 24/7 basis or on an in-reach basis, according to client need.
- Adults with intellectual disability who choose to live with another adult with an intellectual disability (shared households).
- Adults with intellectual disability who choose to live alone, with their partner and/or children.
- Families where a member(s) has an intellectual disability or learning disability.
- Adults with Asperger Syndrome who choose to live alone, with their partner and/or children.

Adults with intellectual disability who do not live in group homes have a range of support services provided by government and non-government organisations.

Given IDAA's history, tenants may have a tenancy agreement that is:

- A Periodic Lease Agreement: Periodic Lease agreements do not have an end date. They continue until the tenant gives written notice to move out or the landlord gives written notice to end the tenancy.
- A Fixed Term Agreement: Fixed Term agreements include a date the tenancy ends.

A tenancy agreement is normally in writing and both the tenant and landlord sign the agreement. An agreement can also be verbal or implied. All tenancy agreements are legal contracts.

All IDAA properties are debentured.

### 3. SCOPE

This Policy applies to all IDAA tenancies commencing on or after 1<sup>st</sup> October 2011. It does not apply retrospectively to tenants with existing leases signed before 1<sup>st</sup> October 2011.

### 4. TENURE ARRANGEMENTS – FIXED TERM LEASES

#### 4.1 Probationary Lease

Each new tenant will be given a probationary tenancy of up to 6 months. Tenants will be advised in writing of their probationary lease arrangements.

#### 4.2 Tenancy Review of Probationary Leases

Not less than two months prior to the expiry of the initial probationary lease, a tenancy review will be conducted and will include:

Requirement	Description
Rent Arrears/Unpaid Debts	Current arrears and rent payment history over the course of the lease, unpaid invoices for repairs.
Property Inspections	Prior to review, the property is subject to inspection to ensure there is no damage beyond normal fair wear and tear. Results of all

	inspections carried out during the course of the lease are considered.
Complaints	The number and nature of complaints received.
Support Agency (if relevant)	Advice from relevant current or previous support workers regarding the suitability of accommodation and the ability of the tenant to sustain the tenancy.

Subject to the outcome of the tenancy review the tenant will be offered:

- > An additional probationary lease of either 6 or 12 months if tenancy issues arose during the initial probationary lease, or
- > Up to a 2 year lease if issues arising during the initial probationary lease have been resolved, but a shorter lease is still warranted, or
- > Up to a 5 year lease where no particular issues have arisen during the initial probationary lease.

#### **4.3 Fixed Term Lease**

Not less than 3 months prior to the expiry of the lease the IDAA Tenancy and Assets Manager will carry out a tenancy review to determine whether or not the lease will be renewed and the length of lease to be offered. The review will include the Tenancy Review items listed above.

Fixed term leases can be set for 1, 2 or 5 years. Fixed term leases will not exceed 5 years.

#### **4.4 Non Extension of Leases**

When issues of concern are identified in the tenancy review, a risk assessment of the tenancy may be conducted by the IDAA Tenancy and Assets Manager. If the risk assessment suggests that no further lease term is to be offered, the IDAA Tenancy and Assets Manager will discuss the results of the review with the IDAA CEO for discussion and confirmation.

Tenants are to be given the designated notice that the lease will not be renewed and be referred to advocacy services and/or other housing options.

The designated notice to be given to tenants is:

- If the tenant has a 6 or 12 month probationary lease – 30 days’ notice
- If the tenant has a 2 year fixed lease – 60 days’ notice
- If the tenancy has a 5 year fixed lease – 60 days’ notice

### **5. RESPONSIBILITIES**

**IDAA Manager Tenancy and Assets** is responsible for:

- Determining the length of the lease to be offered and the expiry of any lease
- Recommending decisions not to renew a lease, in accordance with this policy

**Chief Executive Officer**

- The Chief Executive Officer will approve recommendations not to renew a lease in accordance with this policy.