

Ending tenancies

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Policy: 1.4.1

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1 Purpose

1.1 Tenancies with Mission Australia Housing (MAH) may be ended for a range of reasons, including but not limited to:

- End of a fixed term agreement
- Tenant choice to end tenancy
- Serious or persistent **breach** or breaches of residential tenancy and rooming accommodation legislation.

1.2 This policy outlines:

- The responsibilities of staff involved in managing and ending tenancies.
- The state-based requirements for ending tenancies in operating states wherever tenancies are ended.

2 Related policies

2.1 This policy should be read in conjunction with the:

2.1.1 [Breach of Tenancy Policy](#), which details how MAH responds to tenancy breaches.

2.1.2 [Abandoned Properties and Goods Policy](#), which outlines how MAH determines and responds to abandoned properties and goods.

3 Scope

This policy applies to staff responsible for managing tenants and properties of MAH.

4 Guiding principles

- 4.1 Tenants are given clear information about of the terms and conditions of their tenancy at the start of their tenancy.
- 4.2 MAH supports tenants to rectify any tenancy management issues and wherever possible sustain their tenancy.
- 4.3 MAH balances the interests of tenants, staff and the community in making decisions relating to the sustainability of tenancies.
- 4.4 Tenants are informed of the end of their tenancy in advance to support them to identify and access alternative accommodation arrangements wherever required.
- 4.5 Tenants are given opportunities to appeal organisational decisions in order to ensure fair and transparent outcomes.
- 4.6 Efficient administration and record keeping practices support the tenancy management functions of MAH.

5 Policy

5.1 Tenant choice to end their tenancy

- 5.1.1 Tenants may choose to end their tenancy with MAH at any point, providing that MAH is issued with the correct state-based notice as per that state. Where possible, and appropriate, staff will assist tenants to identify alternative external accommodation options.
- 5.1.2 Tenants who wish to end their tenancy will be permitted to withdraw their notice and remain living at their property at any stage prior to end of their tenancy, except where MAH determines that action to end their tenancy may be required under [5.3.3](#).

5.2 Fixed term tenancies

- 5.2.1 Some housing programs delivered by Mission Australia Housing are short or medium term programs. Tenants of these programs will be placed on a **fixed term lease or rooming accommodation agreement**. Fixed term offers of housing are not permanent offers of housing and staff will advise tenants of this before they sign a fixed term lease or rooming accommodation agreement for their property.
- 5.2.2 Unless MAH provides advice to the contrary, a fixed term tenancy will end on the date that it has been stipulated to end in a written agreement and staff will issue written notice informing the tenant or tenants concerned of the end of their tenancy as per their state of residence.

5.3 Tenancy ended by Mission Australia Housing

- 5.3.1 MAH aims to provide the security of a long term tenancy wherever possible and ending a tenancy early is a last resort for MAH.
- 5.3.2 Where tenants, their household members or guests breach their agreement, or act in an illegal or unlawful way, staff will inform them in writing, work with them and where applicable with support services in order to assist tenants to adhere to their obligations and responsibilities as per the [Breach of Tenancy Policy](#).
- 5.3.3 MAH may be required to end a tenancy where:
- A breach is serious enough to warrant ending a tenancy as per the Anti-Social Behaviour Policy, Arrears Management Policy or Managing Hoarding and Squalor Policy
 - A breach places the community, other tenants and/or staff at risk of harm. MAH will also report breaches of this nature to Police wherever required
 - The property has been abandoned, as per the Abandoned Properties and Goods Policy
 - There has been a death of the sole tenant, as per the Death of a Tenant Policy
 - There have been persistent, un-remedied breaches on the part of the tenant.

5.4 General requirements at the end of a tenancy

- 5.4.1 Staff will engage advocates, carers, guardians and families of tenants in order to support tenants to relocate to alternative accommodation external to MAH wherever required, requested or consented to as per the [Privacy and Confidentiality Policy](#).
- 5.4.2 Staff will refer and adhere to the [Vacating a Property Policy](#) wherever tenancies are ended with MAH.
- 5.4.3 Staff will inform tenants of their right to complain about the services of MAH and/or to appeal organisational decisions relating to their tenancy as per the [Appeals and Complaints Policy](#).
- 5.4.4 Staff will keep records associated with ending tenancies in the tenancy management system.

5.5 No grounds terminations

- 5.5.1 In general, MAH will only terminate a tenancy when there are grounds to do so. There are some exceptions to this, where MAH may use no grounds provisions in relevant state-based legislation to terminate a tenancy or rooming accommodation agreement. This includes the following instances:
- 5.5.2 Where a support agreement exists between a tenant, MAH, and a support provider, and the tenant is refusing to engage with support services. In these instances the tenant will have been made aware at the start of their tenancy that their tenancy is dependent upon them engaging with support. MAH will follow a process in these

instances which will include the tenant receiving written warnings, and meetings being held between the tenant, the support provider and MAH to explain and attempt to find a solution. This ensures that the tenant receives natural justice, is made aware of the reason for MAH's decision, and is given the opportunity to respond.

- 5.5.3 In affordable housing programs where tenant income eligibility is a condition of MAH's participation in the program, for example the National Rental Affordability Scheme (NRAS). In these instances if the tenant's income has exceeded the eligibility limit, MAH will give a termination notice in line with state-based legislation and with the appropriate affordable housing program guidelines. This will be made clear to the tenant at the start of their tenancy as per the [Start of Tenancy Policy](#).
- 5.5.4 In exceptional circumstances where other avenues with the state based civil authority in relation to the tenancy have been exhausted. In these instances, applications for no grounds terminations will have to be approved by the National Operations Manager.

6 Definitions

Breach of tenancy: a tenant is in breach of tenancy if they, their guests or household members fail to abide by the terms and conditions of their tenancy. This means that one or more clauses that the tenant agreed to in the lease or rooming accommodation agreement they signed when they became a tenant of MAH have not been met during their tenancy.

Fixed term agreement: tenancies under fixed term agreement have a defined start and end date which is agreed to at the start of each fixed term tenancy.