

Council Housing Policy

BACKGROUND

Council currently manages a large number of residential accommodation ranging from three- and four-bedroom homes, to pensioner single bedroom units. This policy provides a framework for the allocation of those residential properties to staff, contractors and members of the community.

OBJECTIVE

Shire of Mukinbudin has a mix of housing that is utilised to provide suitable accommodation to employees of Council and their families where housing may be required as an incentive to attract senior management or “hard to fill” positions that cannot be filled locally; and where necessary, Council and/or non-Council employees who assume contractor duties.

Council aims to provide the best possible accommodation to meet the demand for rental accommodation. Irrespective of the demand, Council has limited resources.

SCOPE

This policy will apply to the tenant/s who rent a Council owned property, whether it be employee housing, temporary housing or residential housing.

1. DEFINITIONS

Attract and Retain Employees means senior and professional employees. It includes such positions as CEO, Director/s and positions critical to the essential service provision of Council.

Categories of Housing – the following categories have been created to define the purpose of Council owned housing:

- Employee Housing – housing that is to be used by Council to attract and retain executive staff.
- Temporary Housing – housing that is to be used by contractors, councillors or guests of council
- Residential Housing – housing that may be leased to employees or members of the public. This housing has been identified as being necessary to meet demand for rental accommodation in the community.
- Aged Joint Venture Housing – housing that is to be used for residents who receive a pension.

Contractor is a person who works under a contract with Council and has been engaged by Council to work in the Shire of Mukinbudin.

CEO – Chief Executive Officer

Furnished Accommodation means a house or unit that includes all appropriate whitegoods, furniture and basic kitchen equipment.

Tenant is a person who occupies property rented from Shire of Mukinbudin. This includes employees, contractors, members of the public and people who receive a pension.

2. ALLOCATION PROCEDURE

2.1. Employee Housing

To be eligible for housing the employee must meet the following criteria:

1. Be a full-time employee; and
2. Be offered accommodation as part of their appointment when coming from another location to live in Mukinbudin to meet the Council's essential services as approved by the CEO; or
3. At the CEO's discretion:
 - a) Housing may be provided for non-essential employees if there is housing stock available;
 - b) Rental in accordance with a) above will be subject to the following special condition;
 - c) The proposed tenant can provide suitable references;
4. The tenant agrees to a commercial rental, pays an upfront bond equivalent to 4 weeks rental and signs a periodic lease that may be terminated should Council require the accommodation for other purposes.

2.2. Temporary Accommodation

Temporary accommodation is to be used at the discretion of the CEO and may be used as housing for staff, contractors or visitors/guests of Council.

2.3. Residential Housing

Priorities for allocation of accommodation to this group will be determined by the following factors:

- Housing used by employees of Council will be provided at the discretion of the CEO.
- Suitability of housing to the applicant's needs. i.e. number of bedrooms required according to dependents, fencing, location etc.
- Specific individual requests, for example pets, hobbies, etc., which depending on circumstances may or may not be considered.
- Specific physical requirements of applicants, i.e. disabilities etc.

2.4. Aged Joint Venture Housing

Council has properties which have been identified as housing where preference is given to tenants who are in receipt of aged or another type of pension.

Aged Joint Venture Housing are identified as the Aged Unit, Singles Units, 12 White Street and 6 Lansdell Street.

To qualify for consideration to become a tenant of a unit at the Aged Units the applicant must be:

- 55 years of age or above; or
- Retired; or
- In receipt of government assistance.

Nothing in this policy prevents the CEO from allocating a particular type of housing for other purposes.

2.5. Housing Panel

Applications will be assessed by a Housing Panel which comprises of Senior Executive Officer and one other Administration Staff. The panel shall meet as required to determine applications for rental from community members.

2.6. Application Assessment Procedure

All applicants for Council housing will be required to complete the appropriate application for housing form subject to all the conditions under the Residential Tenancies Authority. On receipt of the application for housing form, the Housing Panel will consider the application against the assessment criteria and make a recommendation to the Chief Executive Officer.

Once the recommendation has been approved by the CEO, Council Officers will advise the successful applicant and a tenancy agreement will be provided.

The Housing Panel will identify the eligible applicant whose requirements, needs and circumstances best match the vacancy. This may include property type, disability access, bedroom entitlements or other features.

Council Housing Policy

ASSESSMENT CRITERIA

Address		No. of bedrooms	Other features				RENT per week	
Property Address:								
Applicant Name	Number of Household Members	Housing Need	Heath Issues / Impairments	Pets	References	Total Household Income	Total	Notes

Assessed by: _____

Date:- __/__/__

3. COUNCIL PROPERTIES

Category of Housing	Property	Nominated Position
Employee Housing	15 Cruickshank Road	Staff
Employee Housing	5 Cruickshank Road	Staff
Employee Housing	1 Salmon Gum Alley	Staff
Employee Housing	12 Salmon Gum Alley	Staff
Temporary Accommodation	Aged Unit 8	Contractor / Vistors
Residential Housing	8 Gimlet Way	Leased by GROH
Residential Housing	12 Gimlet Way	Leased by GROH
Residential Housing	4 Earl Drive	Leased by GROH
Residential Housing	11 Cruickshank Road	Leased by GROH
Aged Joint Venture Housing	Aged Unit 1	Retirement Village
Aged Joint Venture Housing	Aged Unit 3	Retirement Village
Aged Joint Venture Housing	Aged Unit 4	Retirement Village
Aged Joint Venture Housing	Aged Unit 5	Retirement Village
Aged Joint Venture Housing	Aged Unit 6	Retirement Village
Aged Joint Venture Housing	Aged Unit 7	Retirement Village
Aged Joint Venture Housing	Aged Unit 9	Retirement Village
Aged Joint Venture Housing	Aged Unit 10	Retirement Village
Aged Joint Venture Housing	Aged Unit 11	Retirement Village
Aged Joint Venture Housing	Aged Unit 12	Retirement Village
Aged Joint Venture Housing	Singles Unit 1	Joint Venture
Aged Joint Venture Housing	Singles Unit 2	Joint Venture
Aged Joint Venture Housing	Singles Unit 3	Joint Venture
Aged Joint Venture Housing	Singles Unit 4	Joint Venture
Aged Joint Venture Housing	12 White Street	Joint Venture
Aged Joint Venture Housing	6 Lansdell Street	Joint Venture

4. TENANCY ARRANGEMENTS

4.1. Calculation of Rental Rates

Employees provided with accommodation under this policy are required to pay rent in accordance with their contract of employment or Council's schedule of fees and charges as amended annually.

Senior Executive staff may have a salary package which includes housing. Accommodation provided under these conditions will be provided in accordance with employment contracts.

Tenants should be charged an affordable rent, with the maximum rent charged being the market rent for the dwelling.

The amount of rent to be paid is to be set by Council and will reflect the location and age, condition, size and type of property. The rent may be reviewed at any time by Council.

4.2. Rental Bonds

All new tenants must pay a rental bond as financial protection over the property. The amount is to be the equivalent of four (4) weeks rent and is payable to the Shire of Mukinbudin on the commencement of a tenancy.

5. MAINTENANCE AND REPAIRS

5.1. Council's Obligations

Council, as a landlord, is required to:

- Ensure the premises comply with health, safety and housing standards;
- Provide the premises in a clean and reasonable state, having regard to its age, character and location;
- Maintain the premises to an acceptable standard.

5.2. Tenant's Obligations

To comply with the requirements of the *Residential Tenancies Act 1987* the tenants:

- Must allow Council free and full access when reasonably requested as per the *Residential Tenancies Act 1987*, for repairs and maintenance purposes and inspections;
- To pay rent on time;
- To keep the premises clean;
- To notify Council of damages caused by the tenant or their guests;
- To be considerate of neighbours;
- On departing, to return keys, have the carpet professionally cleaned and generally leave the property in good order;
- Report maintenance when required.

5.3. Utilities

Tenants are required to meet the full costs of gas, electricity and water, unless in the case of staff, it has been agreed by CEO, as part of a salary arrangement.

To ensure gardens are maintenance Council will provide 300kl of water free to staff per annum. Any consumption over the 300kl will be charged to the Tenant.

5.4. Home Maintenance

- All repairs and maintenance to be conducted by Council only.
- Tenants should notify Council, during business hours, if unintentional damage or general breakdowns occur. Repairs may be at the tenant's expense if malicious or willful damage is proven.

5.5. Garden Maintenance

It is the tenants responsibility to maintain the grounds and garden. Tenants should keep lawns watered, comply with sprinkler restrictions, mow lawn areas regularly and remove weeds, invasive plants and debris as required.

Council may be responsible for any maintenance work outside of the above scope (e.g. mulch, tree trimming).

5.6. Pest Management

Council reserves the right to enter the property, after due notice, to undertake an annual pest control treatment of the rental property if required. The annual pest control may include treatment of spiders and cockroaches.

5.7. Inspections

Council reserves the right to undertake an inspection of the property, after due notice, to ensure compliance with the lease and/or to arrange for works to be conducted.

5.8. Pets

Shire of Mukinbudin supports the tenant/s keeping pets where the style of housing is suitable for that type of pet. The keeping of pets in any Council property must comply with Council's Local Laws.

The tenant/s may keep a pet if:

- The premises is suitable for keeping a pet (e.g. appropriate fencing 120mm for small breeds and 1500mm for medium to large, suitable area for housing 200m² for medium large dog);
- The tenant accepts all responsibility for damage done by pets;
- The pet does not interfere with the reasonable peace, comfort and privacy of neighbours; and
- The pet is registered with Council as required and is secured within the boundaries of the property.

Unless specifically agreed by the CEO, pets are not permitted inside the residence.

5.9. Smoking

Council reserves the right to reject a rental application from a smoker due to the potential damage that can be caused. Cigarette smoke seeps into carpets, walls and floors. Vacancies are to be advertised as non-smoking and this is to be outlined in the lease. The CEO may authorise occupancy by a smoker, and this may be conditional upon restricting smoking to outside the premises.

5.10. Council Supplied Furniture

Where Council supplies furniture as part of employee contract arrangements, tenants should not remove, replace or repair any furniture or equipment unless authorised by the CEO.

5.11. Tenant Infrastructure Additions

The tenant must seek approval from the CEO, in writing, for any infrastructure additions.

Any infrastructure added by the tenant (after receiving approval from the CEO) such as sheds, greenhouses, awnings must be removed when the tenancy ends unless by written agreement by the CEO. Council may charge the tenant for removal of these items.

6. INELIGIBILITY

An applicant and/or spouse and all household members must not own, or part-own, property within the Shire of Mukinbudin including:

- A residential home (e.g. house flat, unit or townhouse)
- A manufactured or transportable home
- Property owned through a Property Trust.

Special circumstances will be considered by the CEO on a case by case basis.

7. SPECIAL CONDITIONS OF TENANCY

All tenants are responsible for their own contents insurance and Council will take no responsibility for personal items not insured either internally or externally on the property.

8. SUB-LETTING

Council housing is provided to the tenant/s and their immediate family (spouse/partner and dependent children). Under no circumstance will sub-letting of Council properties be permitted.

9. VACANCY PROCEDURE

In the event that a person vacates the premises under the terms of the *Residential Tenancies Act 1987*, the person must:

- As soon as the person is aware of the pending vacancy, notify Council of their intention to leave by written correspondence;
- Promptly hand over vacant possession including return of keys to the appropriate Council Officer. Failure to return keys will result in rent being charged until such time as the keys are returned;
- Clean the premises. The premises should be in the same condition as when the tenant moved in; fair wear and tear excepted; and
- Notify the Council of the person's forwarding address.

A property is defined as vacant when a person has physically moved out of the house, including removal of furniture and personal property, clean the residence and yard, and keys for the property have been handed back to Council.

10. TERMINATION OF TENANCY AGREEMENT

Under the terms of the Residential Tenancies Act 1987 notice may be given to terminate the rental agreement if:

- The person has not paid rent for 14 days;
- Council or the tenant breaks the agreement, including exceeding the occupancy limit on the housing form;
- Council or the tenant wish to give vacant possession at the end of the fixed term set out in the agreement;
- Where an employee resigns from their position, abandons their employment or the employee's employment relationship with Council is terminated.
- Council may give due notice if the residence is required for staff or contractor housing. According to the *Residential Tenancies Act 1987* the tenant has 2 months in which to comply.

11. CHANGE OF CIRCUMSTANCES

A person undergoing a change of circumstances which influences the type of housing appropriate to that person's new circumstance may be required to move to accommodation in keeping with these new circumstances.

A change in circumstances may include the following:

- Special needs (i.e. physical, mental)
- Accident or illness
- Relationship
- Income
- Emergency situation

A change involving the number of occupants will only be considered if the change involves full-time occupants.

12. HARD TO LET

The CEO may allocate a particular type of housing to a tenant when there are no suitable housing options available. This enables “hard to let” properties to be tenanted.

13. RELATED LEGISLATION

Residential Tenancies Act 1987

14. POLICY REVIEW

This policy will be reviewed when any of the following occur:

1. As required by legislation
2. Other circumstances as determined by the Chief Executive Officer.

Notwithstanding the above, this policy is to be reviewed at intervals of no more than four (4) years.