

Transitional Accommodation

Policy

Date effective: 20 December 2019

1. Purpose

To outline transitional accommodation arrangements available to public housing tenants residing in public housing premises in remote communities, town camps and community living areas that are subject to upgrade or replacement works.

2. Objectives

Ensure public housing tenants residing in public housing premises in remote communities, town camps and community living area that are subject to upgrade or replacement works:

- have acceptable accommodation;
- are not displaced, made homeless or sleeping rough;
- are minimally impacted; and
- are not financially burdened or at a financial disadvantage.

3. Scope

This policy applies to public housing tenants residing in public housing premises in remote communities, town camps and community living areas. This policy does not apply to public housing tenants residing in urban locations.

4. Definitions

Community Accommodation Transitional Plan	Community specific document that identifies the transitional accommodation options available and includes transitional accommodation arrangements for each tenancy.
Displaced	A tenant is removed from their premises without acceptable Transitional Accommodation being available or accessible.
Essential Services	Electricity, ablutions and potable water.
Homeless/Sleeping Rough	Being without access to an adequate premises, including lack of: <ul style="list-style-type: none">• Shelter ["rooflessness"] e.g. in a park or in a motor vehicle• Security of tenure in a premises; or• Access to space for social relations, for example overcrowded houses.
Overcrowded	Households that require one or more extra bedrooms to meet the standard measure of household size and composition. The standard is based on the Canadian National Occupancy Standard and relates to usual residents; it does not include visitors.

Transitional Accommodation	An alternative and temporary place for tenants to live while, subject to any new tenancy agreement, the public housing premises they reside in is upgraded or replaced.
Transitional Accommodation Agreement	An agreement between the department and a tenant for the purposes of Transitional Accommodation. The Agreement is not bound by the <i>Residential Tenancies Act</i> as rent is not payable in return for the granting of a right to occupy premises for the purpose of residence.

5. Policy detail

The Department of Local Government, Housing and Community Development, including parties contracted in the delivery of remote public housing programs, will offer transitional accommodation for public housing tenants residing in public housing premises in remote communities, town camps and community living areas that are subject to upgrade or replacement works. The arrangements for transitional accommodation will be detailed in a Community Accommodation Transitional Plan.

5.1. Transitional Accommodation options

Transitional accommodation options will be discussed with tenants to ensure consent to a preferred acceptable transitional accommodation option.

5.1.1. Acceptable Transitional Accommodation options

- Lodge with family or friends in already tenanted public housing premises, where reasonable space is available such that the premises will not be overcrowded.
- Vacant public housing premises, located in a community, town camp or urban centre.
- Vacant transportable accommodation (e.g. demountable or donga).
- Commercial accommodation (e.g. motel, hostel, lodge).
- It is also possible that clients may not choose any of the four options above, and may make their own personal arrangements (e.g. outstation or private house).

Where tenants make their own choice and decision of where to stay, the department should ensure the option does not displace tenants or make tenants homeless throughout the duration of upgrade or replacement works.

5.1.2. Unacceptable Transitional Accommodation options

- Any option that contributes to already overcrowded conditions.
- Any transitional accommodation that provides less bedrooms than the premises being upgraded or replaced, unless the household can be accommodated in the smaller transitional accommodation without overcrowding.
- Tents or 'sleeping rough.'
- Improvised premises or structures without essential services.
- Any option that is culturally inappropriate or unacceptable to the tenant or other affected parties.

5.2. Transitional Accommodation options

The following transitional accommodation arrangements apply:

5.2.1. Termination of existing tenancy agreement

The existing tenancy agreement, relating to the premises to be upgraded, will be terminated in accordance with the relevant provisions of the *Residential Tenancies Act 1999*, as outlined in the Termination of a Tenancy policy. This is required for all transitional accommodation options.

5.2.2. Transitional Accommodation agreement

A Public Housing Transitional Accommodation Agreement (Attachment A) must be entered into where tenants choose to move into vacant public housing premises.

5.2.3. Bond

Bond is not payable for transitional accommodation. Bond relating to the existing tenancy will be returned in accordance with the requirements under the *Residential Tenancies Act 1999*.

6. Discretionary decision making

No discretion applies to this policy.

7. Complaints and/or appeals

If a client is not satisfied with either a decision or action of the department, they can access the department's complaints and/or appeals processes. For further information, please refer to the Complaints and/or Appeals policies.

The *Residential Tenancies Act* and the *Housing Act* do not apply to the Transitional Accommodation Agreement. The Transitional Accommodation Agreement is a binding agreement which can be enforced through the Northern Territory Civil and Administrative Tribunal (NTCAT) or the local court.

8. Review of the policy

If at any time the legislative, operating or funding environment is so altered that the policy is no longer appropriate in its current form, the policy shall be reviewed and amended accordingly. This policy will be reviewed within two years of release.

9. References

9.1. Legislation

Contracts Act 1978

Housing Act 1982

Residential Tenancies Act 1999

9.2. Policies

Access and Equity policy

Appeals policy

Community Development policy

Complaints policy

Discretionary Decision Making policy

Housing Reference Group policy

Remote Housing Leases policy

Termination of a Tenancy policy

Visitor Management policy

Northern Territory Government Language Services policy

9.3. Key related documents

Community Accommodation Transitional Plan Template

Individualised Tenancy Sub-Plan Template

Transitional Accommodation Agreement

Transitional Accommodation Guidelines

10. Document change control table

Release date	Version number	Approved by (position)	Section amended	Category
20/12/2019	1.01	Executive Director	5.0; 5.2.1; 5.2.3; 9.2	Editorial
9/11/2018	1.00	Chief Executive Officer	All	New

Attachment A:

Public Housing Transitional Accommodation Agreement

Fixed-Term

Instructions for use of this agreement:

- This agreement is for use by Department of Local Government, Housing and Community Development staff and contractors only.
- This agreement applies only to public housing tenants residing in public housing in remote communities, town camps and community living areas. This agreement does not apply to public housing tenants residing in urban locations.
- An interpreter should be used when discussing the agreement with tenants. The use of interpreters when working with clients for whom English is an additional language is a requirement under the Department's Access and Equity Policy.

Public Housing Transitional Accommodation Agreement

Fixed-Term

IMPORTANT INFORMATION - Please read this before signing this document

- This document sets out the terms on which the Premises will be made available to you.
- This document is a binding contract. You should carefully read this document before signing it.
- If you have any questions, please contact the nearest by Department of Local Government, Housing and Community Development office.
- The *Residential Tenancies Act* does not apply to this agreement as rent is not payable for the granting of a right to occupy the premises by you for the purposes of residence (section 6(1)(b) *Residential Tenancies Act*).

THE AGREEMENT

The Grantor agrees to grant to the Head Occupier and the Head Occupier agrees to accept the right to occupy the Transitional Accommodation Premises at Item 4 in accordance with this Agreement, including the attached General Terms.

ITEM 1

Date

This day of 20
(date) (month) (year)

ITEM 2

Grantor (We, Us, Our)

Chief Executive Officer (Housing) (ABN 23 912 978 797)

Address for service of notices

Postal

Physical

(note: insert the address of the relevant Housing Office)

ITEM 3

Head Occupier (also known as You, Your)

Occupier 1

Name of Head Occupier

Phone number

Email

Head Occupier address for service of notices

Postal

Physical

ITEM 4

Transitional Accommodation Premises

Address of the premises

postcode

Note (1) if a street address is not available, insert lot number and town.

Note (2) if there is more than one premises at one address, the premises that is the subject of this Agreement must be sufficiently detailed

ITEM 5

Period of Agreement

(A) The START DATE of this Agreement is: ____/____/____

(B) The EXPIRY DATE of this Agreement is: ____/____/____

Note (1) The term of this Agreement is subject to adjustment in accordance with clause 1.

ITEM 6

Rent

Rent is not payable for the granting of a right to occupy the Premises to be occupied by you for the purpose of residence. Accordingly, the *Residential Tenancies Act* does not apply to this Agreement.

Amount of rent: \$ 0 per week

ITEM 7

Bond

Bond is not payable for transitional accommodation.

Total amount of the Bond \$ 0

ITEM 8

Recognised Occupiers

Names of all persons (including children) who will be living at the Premises at the Start

2.

3.

4.

5.

6.

7.

ITEM 9

Special Terms

If there is any inconsistency between the General Terms of this Agreement and these Special Terms, the Special Terms will override the General Terms.

Both parties to the Agreement recognise that the Premises specified in this Agreement are for the purpose of transitional accommodation while the premises located at in is upgraded or replaced and pending the entering into of any new tenancy agreement in relation to those premises.

Executed as an agreement.

CHIEF EXECUTIVE OFFICER (HOUSING) by
its authorised representative:

(signature of duly authorised representative)

Print name

Date

Witness Name

Witness Signature

Title

Date

HEAD OCCUPIER:

(signature of Head Occupier)

Print name

Date

Witness Name

Witness Signature

Title

Date

GENERAL TERMS

PART ONE

1. GRANT AND TERM OF AGREEMENT

- (a) We grant to You a right to occupy the Premises on the terms of this Agreement.
- (b) Your right to occupy the Premises starts on the Start Date and ends on the Expiry Date subject to any earlier termination of this Agreement, or agreement by both parties to extend the term of the Agreement.
- (c) If you remain in occupation of the Premises after the Expiry Date of this Agreement, without consent to extend the term of the Agreement, the Agreement automatically terminates.

PART TWO

2. SERVICES AND RATES

Services and Rates Payable by Us

We must pay in respect of the Premises, for the Term of this Agreement:

- (a) all charges for the supply of electricity, gas, and water to You; and
- (b) all rates, taxes or charges payable under any law (other than charges payable by You under this Agreement); and
- (c) all charges for the supply of sewerage services or supply or use of drainage services; and
- (d) all garbage charges.

PART THREE – YOUR OBLIGATIONS

3. INFORMATION YOU PROVIDE

- (a) You must not give Us information about Your identity that is material to Our decision to enter into this Agreement and that is, to Your knowledge, false.
- (b) You must not give Us any other information, required by this Agreement, that is, to Your knowledge, false.

4. YOUR USE OF THE PREMISES

4.1 General obligations relating to use of the Premises

- (a) You must:
 - (i) use the Premises for residential purposes only;
 - (ii) not maintain the Premises and Additional Property in an unreasonably dirty condition, allowing for reasonable wear and tear;

- (iii) tell Us verbally or in writing if the Premises or Additional Property requires repair or maintenance, other than repair or maintenance of a negligible kind, as soon as reasonably possible after becoming aware of the need for the repairs or maintenance;

- (iv) tell Us of any damage or apparent potential damage to the Premises or Additional Property other than damage of a negligible kind; and

- (v) tell Us before the Premises is left unoccupied for more than 30 days.

(b) You must not:

- (i) cause or permit a nuisance on the Premises, Additional Property or on land adjacent to or opposite the Premises;

- (ii) cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in that person's use of Premises or land in the immediate vicinity of the Premises;

- (iii) use the Premises or Additional Property, or cause the Premises or Additional Property to be used for an illegal purpose;

- (iv) intentionally or negligently cause or permit damage to be caused to the Premises or Additional Property;

- (v) keep on the Premises any animals that may threaten a person's safety or interfere with a person's access to or use of the Premises or land surrounding the Premises;

- (c) If You intentionally or negligently cause or permit damage to be caused to the Premises or Additional Property, We may repair the damage and recover compensation from You.

4.2 Alterations or additions to the Premises

- (a) You must not, without Our written consent, make any alterations or additions to the Premises or Additional Property.

- (b) You may remove a fixture that You affixed to the Premises unless its removal would cause damage to the Premises or Additional Property.

- (c) Where You cause damage to the Premises or Additional Property by installing or removing a fixture, You must:

- (i) tell Us; and

- (ii) at Our option, have the damage repaired or compensate Us for the reasonable cost of repairing the damage.

4.3 Smoke Alarms

- (a) We are responsible for:
 - (i) ensuring the Premises is installed with approved smoke alarms in accordance with relevant legislation;
 - (ii) the replacement of malfunctioning or faulty smoke alarms in the Premises; and
 - (iii) the replacement of batteries in smoke alarms in the Premises.
- (b) You must:
 - (i) test and clean each smoke alarm in the Premises at intervals of not more than 12 months; and
 - (ii) if a smoke alarm does not function when tested, tell Us as soon as practical; and
 - (iii) if a smoke alarm emits a short recurring beep or displays any other sign that might indicate it requires replacement of a battery, is malfunctioning or is faulty, tell Us immediately.
- (c) You may request Our assistance to carry out any of Your obligations in this clause 4.3.
- (d) We agree and You agree not to remove or interfere with the operation of a smoke alarm installed on the Premises unless in accordance with this clause 4.3.

4.4 Security of Premises

- (a) You will not, without reasonable excuse:
 - (i) alter or remove a lock or security device on the Premises or Additional Property; or
 - (ii) add a lock or security device to a Premises or Additional Property, without Our consent.
- (b) If You:
 - (i) alter a lock or security device on the Premises or Additional Property; or
 - (ii) add a lock or security device to the Premises or Additional Property, without Our consent, You will provide Us with a key to the lock or security device as soon as practicable after the alteration or addition, unless We consent to You doing otherwise.

5. YOUR VICARIOUS LIABILITY

- (a) If a person who, while on the Premises

with Your consent, performs or omits to perform an act that, if it had been Your act or omission, would have been a breach of this Agreement, you are responsible under this Agreement.

- (b) Clause 5(a) does not apply if:
 - (i) a person who performs an act that, if it had been Your act, would have been a breach of this Agreement, is in a domestic relationship with You or a Recognised Occupier (within the meaning of the *Domestic and Family Violence Act (NT)*); and
 - (ii) the act is an act of domestic violence under that Act; and
 - (iii) it is reasonable in all circumstances for You not to be taken to be responsible under this Agreement for that act.

6. RECOGNISED OCCUPIERS

- (a) You must disclose to us the name of any person who you intend to reside at the premises. The persons listed at item 8 and any other person subsequently approved by us in writing is a Recognised Occupier for the purposes of this Agreement.
- (b) Only Recognised Occupiers may reside at the premises.
- (c) You acknowledge that if a Recognised Occupier performs or omits to perform an act that, if it had been Your act or omission, would have been a breach of this Agreement, You are responsible for that act or omission in accordance with this Agreement.

PART FOUR – OUR OBLIGATIONS

7. OUR GENERAL OBLIGATIONS

We must make sure that the Premises and Additional Property:

- (a) are habitable;
- (b) meet all the health and safety requirements specified under an Act that may apply to these premises or the Additional Property; and
- (c) are reasonably clean when You enter into occupation of the Premises.

8. VACANT POSSESSION

- (a) You are entitled to vacant possession of the Premises on and from the Start Date.
- (b) Clause 8(a) does not apply in relation to a part of the Premises in respect of which a right to exclusive possession is not given under this Agreement.
- (c) There is no legal impediment to Your occupation of the Premises as a place of residence for the duration of this Agreement that We knew of, or ought to have known of, when entering into this Agreement.

9. QUIET ENJOYMENT

- (a) You are entitled to quiet enjoyment of the Premises without Our interruption or the interruption of a person claiming under Us or with superior title to Our title.
- (b) We will not cause an interference with Your reasonable peace or privacy in Your use of the Premises.

10. OUR ACCESS TO THE PREMISES

- (a) We may only enter the Premises or Additional Property in accordance with this Agreement.
- (b) We may enter the Premises and Additional Property for the purpose of:
 - (i) inspecting the Premises and Additional Property;
 - (ii) carrying out any necessary repairs or maintenance that You have notified Us of or any repairs or maintenance that We have observed during an inspection;
 - (iii) determining if necessary repairs or maintenance (including repairs and maintenance that We require You to perform) have been satisfactorily performed or completed;
 - (iv) preparing a Condition Report;
 - (v) to carry out removal of your goods and personal property to assist with any relocation back to the Premises identified at Item 9 of The Agreement.
- (c) For the purposes of entry under clause 10(b) We must enter the Premises or Additional Property in accordance with an agreed entry time with you and with prior notification.
- (d) We may enter the Premises or Additional Property without notice:
 - (i) in an emergency; or
 - (ii) if We have reasonable grounds to suspect that significant damage has been, is being, or is about to be, caused to the Premises or to Additional Property.
- (e) Despite anything in this clause, We may enter the Premises or Additional Property at Your invitation or with Your consent.

11. REPAIRS AND MAINTENANCE

- (a) We must:
 - (i) ensure that the Premises and Additional Property are in a reasonable state of repair when You enter into occupation of the Premises; and

- (ii) maintain the Premises and Additional Property in a reasonable state of repair, having regard to age, character and prospective life.

- (b) We are not in breach of clause 11(a) unless We:
 - (i) have notice of the defect requiring repair; and
 - (ii) fail to act with reasonable diligence to have the defect repaired.
- (c) For the purposes of this clause 11, "Additional Property" includes gardening or watering equipment or other chattels provided in relation to a garden and a tree that poses a risk to a person's safety but does not include other vegetation.

12. SECURITY OF PREMISES

- (a) We will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the Premises and Additional Property are reasonably secure.
- (b) We must not:
 - (i) alter or remove a lock or security device on the Premises or Additional Property; or
 - (ii) add a lock or security device on the Premises or Additional Property,without Your consent.
- (c) If We:
 - (i) alter a lock or security device on the Premises or Additional Property; or
 - (ii) add a lock or security device to the Premises or Additional Property,without Your consent, We will provide to You a key to the lock or security device as soon as practicable after the alteration or addition, unless You consent to Us doing otherwise.

13. OUR VICARIOUS LIABILITY

Conduct engaged in on behalf of Us by Our employees or agents or Our agent's employees or agents within the scope of their actual or apparent authority is to be taken to have been engaged in by Us.

PART FIVE – INSURANCE AND INDEMNITIES

14. INSURANCE

- (a) We are responsible for insurance in relation to the Premises.
- (b) We are not responsible for Your personal belongings or insuring Your personal belongings.

15. INDEMNITIES

You indemnify and keep indemnified Us and Our employees and officers, from and against all claims and losses arising from, in connection with, or in relation to:

- (a) any breach of this Agreement by You or any person whose actions You are liable for under clause 5, including any failure to perform or observe an obligation under this Agreement;
- (b) any negligent, unlawful or otherwise wrongful act or omission of You or any person whose actions You are liable for under clause 5;
- (c) any loss, destruction or damage whatsoever to the Premises, Additional Property or other property on the Premises caused, or to the extent contributed to, by any act or omission of You or any person whose actions You are liable for under clause 5; and
- (d) injury to or death of a person caused, or to the extent contributed to, by any act or omission of You or any whose actions You are liable for under clause 5.

PART SIX – END OF AGREEMENT

16. TERMINATION

16.1 Termination by You

You may terminate this Agreement by giving 7 days notice. Otherwise, subject to clause 1, The Agreement and the right to occupancy of the Premises ends on the Expiry Date.

16.2 Termination by Us

We may terminate this Agreement by giving 7 days notice. Otherwise, subject to Clause 1, The Agreement and the right to occupancy of the Premises ends on the Expiry Date.

16.3 Termination for Safety

You may or We may terminate this Agreement by giving notice to the other if:

- (a) access to the Premises has not been available for more than 3 days because of flooding; or
- (b) continued occupation of the Premises is a threat to the health or safety of You or members of the public or a threat to the safety of the Premises; or
- (c) the Premises has become uninhabitable.

16.4 Automatic Termination

We acknowledge and agree and You acknowledge and agree that this Agreement will be terminated if:

- (a) the Premises is abandoned before the end of the Agreement;
- (b) You pass away, where You are a sole Head Occupier (whether or not a Recognised

Occupier, spouse, de facto partner or dependant is left in occupation of the Premises);

- (c) You give up possession of the Premises with Our consent; or
- (d) if the interests of all occupiers merge with another estate or interest in the Premises.

17. RETURN OF PREMISES

At the end of this Agreement You must give the Premises and Additional Property back to Us:

- (a) in reasonable state of repair; and
- (b) in a reasonably clean condition, allowing for reasonable wear and tear.

18. ABANDONED PREMISES AND GOODS

18.1 Abandoned Premises

If We have reasonable grounds for believing the Premises has been abandoned, We may take possession of the Premises.

18.2 Abandoned Goods

- (a) If You leave goods on the Premises after this Agreement is terminated and We have taken possession of the Premises, We will:
 - (i) destroy or dispose of goods that:
 - (A) are perishable foods or have perished; or
 - (B) are of less value than a fair estimate of the cost of their removal, storage and sale (the determination of which is to be made at our sole discretion); and
 - (ii) otherwise store the goods.
- (b) If We have stored goods left on the Premises, We must, within 14 days of taking possession of the goods, issue notices in order to find the owner of the goods.
- (c) You may collect the goods that We have stored by paying to Us:
 - (i) the reasonable costs of their removal and storage; and
 - (ii) the cost of issuing any notices under clause 19.
- (d) If You do not collect the goods that We have stored within 30 days after the date We have taken possession of the Premises, We will have the right to sell the goods and keep from the proceeds:
 - (i) the reasonable costs of removing, storing and selling the goods; and
 - (ii) the reasonable costs of giving notice.

PART SEVEN – GENERAL

19. NOTIFICATIONS

A notice required by this Agreement may be

delivered personally to the person or sent by post.

20. ASSIGNMENT

You must not sub-let or assign Your interest in the Premises or this Agreement without Our prior written consent (such consent may be given or withheld at Our absolute discretion).

21. PREVIOUS AGREEMENT

This Agreement replaces any previous Agreements between You and Us for the Premises.

22. VARIATION

This Agreement may only be changed by agreement in writing signed by Us and by You.

23. DEFINITIONS AND INTERPRETATION

23.1 Definitions

In this Agreement, unless the contrary intention appears:

Additional Property means:

- (a) additional real property, including a garden, tree or plant ;
- (b) fixtures; and
- (c) goods, including but not limited to furniture, other household effects and a garden watering system, provided, or to be provided, by Us either under this Agreement or independently of this Agreement for use by You.

Agreement means this agreement concerning Your occupation of the Premises.

Bond means the security deposit as set out in Item 7 of The Agreement. Under this Agreement Bond is not payable.

Condition Report means a report about the condition of the Premises that is made:

- (a) entirely in writing;
- (b) partly in writing and partly using images; or
- (c) entirely by using images.

Expiry Date means the date set out in Item 5(B) of The Agreement.

Grantor means the person who grants the right of occupancy under this Agreement as named in Item 2 of The Agreement (CEO (Housing)) and where the context permits, includes employees, agents and sub-contractors of the Grantor, referred to throughout this Agreement as "We", "Us" or "Our".

Head Occupier means the person(s) granted the right to occupy the Premises as named at Item 3 of the Agreement and referred to throughout this Agreement as "You" or "Your".

Premises means the premises described in Item 4 of The Agreement.

Recognised Occupier means those persons specified in Item 8 of The Agreement or any other person approved by us in writing from time to time as a Recognised Occupier.

Rent means the amount payable for a right to occupy the Premises as set out in Item 6 of The Agreement. Under this Agreement rent is not payable.

Start Date means the date this Agreement starts as set out in Item 5(A) of The Agreement.

Term means the period of this Agreement as set out in Item 5 of The Agreement.

Transitional Accommodation means an alternative and temporary place for tenants to live while, subject to any new tenancy agreement, the public housing premises they resided in is upgraded or replaced.

23.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and the plural includes the singular;
- (b) headings are included for reference only and shall not affect the interpretation of this Agreement;
- (c) 'including' and similar words are not words of limitation;
- (d) writing includes any mode of representing or reproducing words in a tangible and visible form, and includes facsimile transmission, email and electronic transmission;
- (e) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) a reference to any document or instrument includes any variation or replacement of it; and
- (g) if an act must be done on a day which is not a working day, that act may be done instead on the next working day.