

## 154 Leasehold Policy

### 1. Policy

Leasehold refers to properties that Link Housing lease in the private rental market and then sub-lease to clients who have been approved for social housing. Both leases are called residential tenancy agreements.

Leaseholds provide Link Housing with an opportunity to meet excess housing needs that ordinarily would be met with existing housing stock levels. Factors such as demand exceeding the supply of housing stock in various locations, suitability of housing stock and the urgent nature of some housing needs all contribute to a need to Leasehold properties.

Generally, leasing from the private market may be considered where Link Housing does not have a suitable property within its housing stock which meets the type or location of a property for which the tenant is eligible.

There are two types of lease arrangements for managing Leaseholds:

- One residential tenancy agreement is between Link Housing and the landlord (commonly known as a head lease); and
- the other residential tenancy agreement is between the tenant and Link Housing.

The *Residential Tenancies Act 2010* applies to both leases.

The Leasehold Program is a program that Link Housing administers on behalf of the New South Wales Government and is subject to continued funding from the NSW Government under this program.

### 2. Scope

This policy applies to all Link Housing properties and programs.

### 3. Reasons to Leasehold

Leasehold properties assist Link Housing in meeting housing needs under various circumstances. These consist of:

- relocations to facilitate redevelopment projects and property disposal;
- relocations for tenancy management purposes (refer to management transfer policy);
- to meet unusual or specific tenant needs that cannot be met through Link Housing stock, for example large families or tenants at risk.

### 4. Types of properties

Link Housing leases properties that are of a similar standard to the properties we own and manage.

Generally, the type of Leasehold properties are:

- of the standard and condition that is appropriate to social housing tenants;
- able to meet the needs of our tenants including any special needs;

- of a market rental value that is considered fair and reasonable and is within the median rent for the area.

## 5. The Lease

The residential tenancy agreement Link Housing signs with the landlord will always contain a clause that allows Link Housing to sub-lease the property continually and unconditionally for the duration of the lease.

When a tenant is housed in a Leasehold property Link Housing will tell them about the implications of providing a home in this way, including that they:

- may have to move to another Leasehold or move into a Link Housing property
- may be charged the cost to repair any damage caused deliberately or negligently
- will not be permitted to make any additions or alterations to the property
- will not be able to buy the property.

Tenants of Leasehold properties cannot appeal if they are required to move from a particular Leasehold property because the lease between Link Housing and the private owner has expired or has ended, This decision is outside the control of Link Housing.

There are some conditions on leasehold properties which are imposed on Link Housing by the owner of the property which Link Housing may also have to include in its agreement with its tenant. This may include a restriction on having pets in the property.

## 6. Repairs and Maintenance

During the term of a Leasehold, the owner is responsible for general repairs and maintenance to the property. Any requests for maintenance or repairs will go through your Housing Manager or the Client Service Team, who will manage the request and contact the relevant owner or managing agent.

## 7. Privacy and Confidentiality

Link Housing will keep applicants', tenants' and residents' information and feedback confidential, in line with privacy laws and standards.

## 8. Complaints and Appeals

A tenant or applicant who is not happy with a decision made by Link Housing or who believes that Link Housing has not followed this policy can lodge a complaint or an appeal using the complaints and appeals policies.

## 9. Legislative and Regulatory Framework

- *Residential Tenancies Act 2010*
- Management Transfer Policy
- Tenant Damage Policy
- Eligibility Policy
- End of Tenancy Policy
- Complaints and Appeals Policy

## 10. Quality Assurance

The Leasehold Policy will be formally reviewed every three years, or when necessitated through a sufficient change in circumstances, eg legislative change.