

## 170 End of Tenancy Policy

### 1. Policy

This policy provides information on the vacating procedures for tenants when a tenancy is ending.

### 2. Scope

This policy applies to all Link Housing properties and programs.

### 3. Definition

A residential tenancy agreement ends if Link Housing, a landlord or a tenant gives a termination notice in accordance with the Residential Tenancy Act:

- at the end of a residential tenancy agreement
- when the property is sold
- a breach of the residential tenancy agreement
- a direction of the NSW Civil and Administrative Tribunal (NCAT) has been made.

### 4. Notice period

The following table outlines the notice periods required before a tenancy agreement can be terminated. This table is in accordance with the Residential Tenancies Act 2010.

<b>Circumstances</b>	<b>Notice Period Required</b>
Tenant wishing to end their tenancy after the fixed tenancy agreement has ended, and they are on a continuous agreement	21 days
Tenant wishing to end tenancy at end of a fixed tenancy agreement	14 days
Landlord giving notice at end of fixed agreement	30 days
Landlord of leasehold property giving no grounds to terminate agreement	90 days
Landlord sale of property	30 days
Breach of tenancy agreement or non-payment of rent	14 days

Where possible, Link Housing will work with tenants to ensure that they understand their legal rights and responsibilities when ending a tenancy and notify tenants of any decisions that have been made in relation to their tenancy.

Once notice to end a tenancy is served by either Link Housing or the tenant, the Housing Manager will send the tenant a confirmation letter regarding the termination date along with information regarding the procedure for handing back the property. This letter will provide tenants with

information on cleaning the property, handing keys back and what will happen to their bond (where a bond has been paid noting that the requirement for tenants to pay a bond was stopped at the end of 2018). Details of their rent account will also be included.

## **5. Ending a tenancy under section 85 of the Residential Tenancies Act 2010 (90 days no grounds termination)**

Section 85 of the Residential Tenancies Act 2010 determines that a landlord may issue a notice of termination for a periodic agreement, provided that the termination date is at least 90 days after the day on which the notice is given.

Link Housing will only issue a notice of termination under section 85 of the Residential Tenancies Act 2010 under the following circumstances:

- when Link Housing has received a notice of termination from an owner of one of Link Housing's properties under the leasehold program under section 85 of the Act,
- in certain circumstances as approved by the Head of Housing Services where, for example, it is used for a management transfer in which the tenant will be rehoused elsewhere.

Link Housing will follow the NCAT process in relation to a termination of the tenancy under this section and will maintain a fair and transparent process throughout.

Where the tenancy is ended through no fault of the tenant, Link Housing will work with them to find alternative accommodation and, where appropriate, tenants are encouraged to be actively involved in the sourcing of replacement properties.

## **6. Property Condition**

The Residential Tenancy Agreement 2010 states that the tenant must leave the property in as nearly as possible in the same condition (fair wear and tear excepted) as set out in the original condition report.

The tenant must pay for any work needed to restore the property to the condition in which it was let, apart from fair wear and tear. This includes the cost of cleaning and repairing damage as per the Tenant Damage Policy.

## **7. Vacating a Property**

Link Housing may organise an initial inspection to clarify any issues that may need to be resolved prior to the tenant moving out.

Discussion may include:

- Repayment of any rent in advance and bond (where applicable)
- Any outstanding debts
- Disconnection of services
- Any works required to return the property to fair condition (internal and external)
- Removal of any goods/items/rubbish from premises
- Access to premises for viewings
- Forwarding Address

Link Housing and the tenant will then set a date for the final inspection of the premises when, or as soon as possible after, the tenancy has ended.

A Housing Manager will carry out a final inspection of the premises when, or as soon as possible after, the tenancy has ended. The tenant, where possible, will be advised of this inspection and given the opportunity to attend.

- If there is any damage to the property or cleaning that needs to be done the tenant will be advised (where possible) and asked to attend the property to rectify the issues. Tenants will be given two working days to complete this task.
- Tenants will be charged for any work needed to restore the property to the condition in which it was let, apart from fair wear and tear. This includes the cost of cleaning and repairing damage.
- Tenants will be advised in writing (where possible) of any charges relating to work carried out at their former property.

If there are no outstanding rent or maintenance issues, the Housing Manager will apply to the Rental Bond Board to return the bond to the tenant (if a bond was paid). If the tenant owes money for repairs or outstanding rent, the Housing Manager will apply to claim part or all the bond money (if a bond was paid).

## 8. Keys

Tenants are responsible for returning all the keys given to them at the start of the tenancy. If keys are lost, tenants are responsible for the replacement cost. See Residential Tenancies Act 2010.

Tenants will have 2 working days (48 hours) after the date specified on the termination notice to return keys to Link Housing. Tenants who do not return all keys within this timeframe will continue to be charged rent until the keys are returned.

## 9. Tenant References

A former tenant can make a request by letter, email or a phone call for a tenancy reference which can be provided in a letter or email. A reference will not be provided if the former tenant has debts with Link Housing.

A tenancy reference indicates whether a tenant has maintained their tenancy satisfactorily in relation to:

- Payment of rent and other charges
- Property care
- No evidence of anti-social behaviour exists.

If contacted by another agency Link Housing can confirm if a tenancy reference was given but will not expand on details unless written or email approval given by the former tenant.

## 10. Legislative and Regulatory Framework

- *Residential Tenancies Act 2010*
- Management Transfer Policy
- Tenant Damage Policy

- Client Feedback Policy
- Appeals Policy
- Managing Rent and Other Arrears Policy
- Modifications to Properties
- Pay TV – Satellite Dishes – Antennas
- NSW Community Housing Access Policy

## **11. Privacy and Confidentiality**

Link Housing will be fully compliant with its responsibilities under its Privacy Policy.

Information released will be on 'a need to know' basis only unless required by law. Wherever possible special arrangements will be made without informing contractors or external parties of the reasons why.

## **12. 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.

## **13. Quality Assurance**

The End of Tenancy Policy will be formally reviewed every two years or when necessitated through a sufficient change in circumstances.