

**POLICY TITLE**                    **AGED PERSONS UNITS - APPLICATION FOR TENANCY OF RENTAL UNITS AT ALISON COURT**

**VERSION III:**                    Adopted 20 December 2017

**Last reviewed:**                20 December 2017

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**OBJECTIVES**

- 1     To set requirements in respect of eligibility for occupation of units managed by Council.
- 2     To set down criteria to be used by the Tenant Selection Committee in determining priority for the allocation of units.
- 3     To identify the responsibilities and duties of the Tenant and Landlord (Council).

**POLICY STATEMENT**

**1     Eligibility**

- a. Applications will only be received from people who meet the following criteria :-
  - Applicants who are in receipt of a full or partial age pension aged over 55 years;
  - Applicants who receive a disability support pension (CentreLink) or Department of Veteran Affairs (TPI, EDA or Intermediate Rate) aged over 55 years;
  - The applicant must be capable of living independently.
- b. The applicant needs to demonstrate to the Tenancy Selection Committee that they are capable of living independently.
- c. Priority is given in this order:
  - i. Applicant being a current resident of the Dungog Shire;
  - ii. A past resident of the Dungog Shire;
  - iii. Have family currently residing in the Dungog Shire
- d. The standard application form must be signed by the applicant and witnessed by a Justice of the Peace, accompanied with some form of photo identification.

## **2. Tenant Selection Committee Assessment Procedures:**

- a. Ensure all applications have details of any special claim for priority and where necessary obtain professional external advice eg GP, Allied Health Services, NGO's and Domestic Services;
- b. The Tenant Selection Committee shall assess all applications for priority in accordance with the Tenant Selection Panel interview process and assessment (internal process);
- c. Rank each applicant in order of priority, a list will be formulated for communication purposes only. Once offer/s have been made for vacancy/vacancies and have been accepted then the list will no longer be retained.

## **3. Tenant Selection Committee:**

- 1 x Councillor (Management Committee Delegate).
- 2 x Nominated Council staff.
- 1 x Health or NGO Representative

## **4. General**

- a. Advertising of any vacancies is to be arranged through local papers, community newsletters, Council Website and other media where applicable to advise all eligible persons in need of such accommodation of its availability and the application and selection processes;
- b. No pets are permitted other than assistance animals that the Alison Court Management Committee may agree to. Written approval is to be sought prior to occupying the premises in relation to the special circumstances for the keeping of assistant animals;
- c. Tenant Selection Committee shall have the power to decline any application submitted;
- d. Dungog Shire Council will have the authority to evict any tenant with appropriate notice given in accordance with the terms and conditions of the Tenancy Agreement;
- e. Tenants will be subject to standard industry tenancy agreements, processes and legal frameworks as amended from time to time.

## **5. Responsibilities and duties:**

**Landlord (Council)** the following responsibilities shall be included in the lease agreement:

- a. Shall maintain the building from any structural damage not caused by the tenant;

- b. Shall ensure all lights, power outlets, switches, hard wired smoke alarms, battery operated smoke alarms (battery replacement), television connection/outlet (one only), hot water system, plumbing and fire extinguisher (if applicable) are working at the time of placing a tenant in the unit. Council will not take any responsibility for battery operated smoke alarms installed by previous or current tenants with exception of above clause (*Residential Tenancies Act 2010 and Residential Tenancies Regulation 2010*);
- c. Shall maintain all of the lawns and community gardens associated with Alison Court. Tenant Gardens are the responsibility of the Tenant as per Reference 8 of tenancy agreement;
- d. Shall ensure all floor coverings and their underlays are clean and at an acceptable living standard at the commencement of any lease agreement;
- e. Shall provide pest control service as required at no cost to the tenant.

**Tenant:**

- a. Shall keep the floor coverings clean and the Unit in an acceptable living standard;
- b. Shall change faulty light bulbs no cost to the Landlord;
- c. Shall not smoke within the unit;
- d. Shall provide the Landlord with a Bond equivalent to 4 weeks rent as part of the Tenancy Agreement;
- e. Shall maintain the individual gardens attached to each Unit unless otherwise agreed to in writing by Council;
- f. Shall report directly to Council any damage caused by the tenant or visitor and arrange for that damage to be repaired with Council approval and at no cost to Council;
- g. Shall seek Council approval for any additional person lodging at the units not identified on the lease agreement. Reference 10 tenancy agreement (Maximum of 14 days);
- h. Shall, on moving out of the Unit, leave the Unit in an acceptable living standard which shall include having the carpets cleaned by a licensed professional carpet cleaning company at no cost to the Landlord. In the event the floor coverings are not of satisfactory standard to be cleaned, the tenant will be liable for the replacement of such.

<b>Date Policy Adopted</b>	<b>Minute No</b>	<b>Authority</b>
27 October 1986		
19 August 2003	31593	Council Resolution
20 December 2017	37611	Council Resolution