

# Tenant Charges

## Overview

This policy explains what tenant charges are, and how we will manage them and meet our legal duties.

## Scope

This policy applies to all tenancies managed by St George Community Housing and its subsidiaries (we, our and us). This policy doesn't cover water charges. Refer to the Water Charges policy for information on water charges.

## Guiding Principles

- We will charge tenants in accordance with tenant's responsibilities as per the *Residential Tenancies Act 2010*.
- We will charge a tenant if they have accepted liability or if we have enough evidence to prove responsibility.
- The tenant has the right to accept or dispute responsibility for tenant charges.

## What are tenant charges?

Tenant charges are costs for repairing damage to a property or performing maintenance work that the tenant is responsible for. This includes damage to the property caused by the tenant, household members, pets, or guests as well as damage caused by a law enforcement agency executing a search warrant.

If a tenant is responsible for repairing damage or performing work at the property and we arrange the repairs or work, we will charge the tenant for the costs. These are known as tenant charges.

## Tenant responsibilities

A tenant is responsible for:

- Following the terms and conditions of their tenancy as outlined in their Residential Tenancy Agreement and the *Residential Tenancies Act 2010* (NSW).
- Taking care of the property and grounds during the tenancy.

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- Telling us as soon as possible if repairs are needed or if the property has been damaged.
  - Fixing any damage caused by them, a member of their household or a guest (other than damage caused if they are a victim of domestic violence)
  - Reporting any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism, or domestic violence, to the NSW Police.
  - Following any orders from the tenancy tribunal.
  - Leaving the property in the same condition at the end of the tenancy as it was at the start of the tenancy, other than fair wear and tear. This includes removing all belongings and rubbish from the property, leaving the property and grounds clean and returning all keys and similar devices to the landlord.

The tenant will not be held responsible for:

- Fair wear and tear
- Damage caused if they are the victim of domestic violence (see below)
- Damage caused by other illegal activity such as break and enter (see below)
- Damage caused by emergency services entering the property because of concerns for the health and well-being of the tenant or another household member

## Our responsibilities as landlord

Tenants can expect us to provide them with a property that is in a reasonable state of repair and to maintain that condition during the tenancy.

We will:

- Follow the terms and conditions of the Residential Tenancy Agreement and *Residential Tenancies Act 2010* (NSW).
- Provide information about the type and extent of damage to the premises and the circumstances under which the damage may have occurred. This may include photos, quotes or reports from contractors, condition reports etc.
- Tell the tenant when we think they are responsible and will be claiming reimbursement.
- Consider the type of damage and any information the tenant or another person provides us about the damage.
- Consider whether the damage is because of illegal activity such as:
  - Domestic and Family violence
  - Other criminal activity such as break and enter or vandalism.
- Review our decision to charge a tenant if they lodge an appeal. If an order has been made at the tenancy tribunal and the tenant disagrees with the charge, they should lodge an appeal through the tribunal.

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- Inspect the property with the tenant (where possible) when the tenant is moving out and complete an end of tenancy condition report.
  - Not to charge tenant for damage that occurs after the tenant returns the property to us.

## Damage caused by domestic violence or other illegal activity

If damage is caused by domestic violence or other illegal activity, the tenant will not be charged if they

- are the victim of the offence
- report the damage to us within 14 days of the damage occurring.
- provide evidence that they have reported the matter to the NSW Police.

Evidence that the matter has been reported to NSW Police could include a witness/victim statement, Apprehended Domestic Violence Order (ADVO), police report, or both a police event number and statutory declaration outlining how the damage was caused. A police event number on its own will not be accepted as sufficient evidence of illegal activity.

## Repeated or serious incidents of tenant damage

Where we have enough evidence of repeat or serious incidents of damage that a tenant is responsible for, we will apply for a Specific Performance Order from the NSW Civil and Administrative Tribunal. In some circumstances, we may take action to end the tenancy.

Where we have evidence that a tenant has caused a fire or flooding (e.g. a report from the NSW Police or NSW Fire and Rescue), we will charge them for the costs of repairing the damage caused, or the cost of the insurance excess where the damage is covered by insurance.

## Tenant charges over \$1000

If tenant charges are more than \$1000, we will apply to the NSW Civil and Administrative Tribunal for an order for compensation. We will request a certified copy of any orders. If the amount owing exceeds the jurisdiction of the tenancy tribunal, we may take other legal action, as approved by the Group Executive, Customers, such as lodging an application for compensation with the Local Court.

## Appealing decisions about tenant charges

Tenants can lodge an appeal with us about decisions relating to tenant charges unless the matter has been or is being dealt with by the NSW Civil and Administrative Tribunal. Refer to our Appeals policy for more information about appeals.

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The NSW Civil and Administrative Tribunal also hears matters about claims for tenant charges. We may apply to the tribunal to resolve a matter. Tenants can obtain independent advice from the Tenants Union of NSW.

If an order has been made at the tribunal and the tenant disagrees with the charge, they should lodge an appeal through the tribunal.

## Outstanding tenant charges

We will manage outstanding tenant charges as outlined in our Arrears and Debt Management policy.

## Related documents/resources

- [Policy: Arrears and Debt Management](#)
- [Policy: End of Tenancy](#)
- [Facts Sheet: Invoices](#)
- [Tenancy tribunal website: NSW Civil and Administrative Tribunal](#)
- [Website: NSW Fair Trading](#)
- [Website: Tenants Union of NSW](#)

## Policy Information

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