

## Renter Charges

### Overview

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

### Scope

This policy applies to SGCH Homes Victoria and its subsidiaries (**we, our and us**).

### Guiding principles

- We will charge renters in accordance with renter duties as per the *Residential Tenancies Act 1997 (Vic)*.
- We will charge a renter if they have accepted liability or if we have enough evidence to prove responsibility.
- The renter has the right to accept or dispute responsibility for renter charges.
- We will consider human rights when making decisions about renter charges.

### What are renter charges?

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

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

### Renter duties

A renter is responsible for the following duties:

- following the terms and conditions of their rental agreement and the *Residential Tenancies Act 1997 (Vic)*
- taking care of the property and grounds during the tenancy
- telling us as soon as possible if repairs are required or if the property has been damaged
- fixing any damage caused by themselves, a member of their household or a guest (other than damage caused if they are a victim-survivor of domestic and family violence)
- reporting any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism, or domestic and family violence, to the Victorian Police
- following any orders from the Victorian Civil and Administrative Tribunal (VCAT)
- leaving the property in the same condition at the end of the rental agreement as it was at the start, 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 rental provider.

The renter will not be held responsible for:

- fair wear and tear

- damage caused if they are the victim-survivor of domestic and family 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 wellbeing of the renter or another household member.

## Our duties as a rental provider

Renters can expect us to provide them with a property that is in good repair and in a reasonably fit and suitable condition and to maintain that condition during the rental agreement.

We will:

- follow the terms and conditions of the rental agreement and *Residential Tenancies Act 1997 (Vic)*
- 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.
- inform the renter when we think they are responsible and will be claiming reimbursement
- consider the type of damage and any information the renter 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 renter if they lodge an appeal. If an order has been made at VCAT and the renter disagrees with the charge, they should lodge an appeal through VCAT
- inspect the property with the renter (where possible) when the renter is moving out and complete a condition report
- not charge the renter for damage that occurs after the renter returns the property to us.

## Damage caused by domestic and family violence or other illegal activity

If damage is caused by domestic and family violence or other illegal activity, the renter 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 they have reported the matter to the Victorian Police.

Evidence that the matter has been reported to Victorian Police could include a family violence safety notice, family violence intervention order, personal safety intervention order, police report, or both an incident report number and statutory declaration outlining how the damage was caused. An incident report number on its own will not be accepted as sufficient evidence of illegal activity.

## Repeated or serious incidents of renter damage

Where we have enough evidence of repeat or serious incidents of damage that a renter is responsible for, we will issue a breach of duty notice. If the renter does not comply with the notice within 14 days, we will apply to VCAT for a compliance order and/or a compensation order. In some circumstances, we may take action to end the tenancy.

Where we have evidence that a renter has caused a fire or flooding (e.g. a report from the Victorian Police or Fire Rescue Victoria), 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.

## Renter charges over \$1000

If renter charges are more than \$1000, we will apply to VCAT for a compensation order. 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 Executive Director, Customers – Services such as lodging an application for compensation with the Local Court.

## Appealing decisions about renter charges

Renters can lodge an appeal with us about decisions relating to renter charges unless the matter has been or is being dealt with by VCAT. Refer to our Appeals, Complaints and Feedback policy for more information about appeals.

VCAT also hears matters about claims for renter charges. We may apply to VCAT to resolve a matter. Renters can obtain independent advice from the Renters Victoria.

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

## Outstanding renter charges

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

## Relevant legislation, regulations or standards

- [\*Charter of Human Rights and Responsibilities Act 2006 \(Vic\)\*](#)
- [\*Housing Act 1983 \(Vic\): Performance Standard 1 \(Renter and housing services\)\*](#)
- [\*Residential Tenancies Act 1997 \(Vic\)\*](#)

## Related documents/resources

- Policy: Appeals, Complaints and Feedback
- Policy: Arrears and Debt Management

## Policy information

Version:	1
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