



Tenant Charges Policy		Tier: 3	
		Revision: 2.0	Date Approved / Effective: 16/03/2023
Prepared by: Business Performance Manager	Reviewed by: GM Housing Operations	Approved by: Executive Management Team	Review Date: 16/03/2026

### 1. Purpose

This policy provides direction in relation to tenant charges. This information enables our tenants to make informed decisions about their response to the charges applied.

### 2. Scope

This policy applies to all current and former Loreto Community Housing tenants.

### 3. Definitions

Tenant	A person responsible for maintaining a Tenancy Agreement (lease).
Tenant Charges	Money owed to Loreto Community Housing by a tenant.

### 4. Policy Statement

Loreto Community Housing's tenants are required to pay all tenant charges in order to prevent them accruing as debt.

#### 4.1 Types of tenant charge:

Tenant charges can include the following:

- Rent arrears;
- Cost(s) of repairing property damage - damage caused to the property by the tenant (or a member of the tenant's household, a pet or a visitor who enters the tenant's premises with the tenant's permission) that is not considered fair wear and tear according to CBOS guidelines;
- Vacate charges – e.g. repair of tenant damage (including cleaning), legal fees (Tasmanian Collection Services or Magistrates Court);
- Tenant 'Do and Charge' requests – work that tenants have agreed to pay for, but which Loreto Community Housing undertakes;
- Sundry charges – e.g. water usage if applicable.

#### 4.2 Allocation of tenant charges

If Loreto Community Housing finds a tenant responsible for a tenant charge, the tenant will be notified in writing about the reason for the charge, the amount of charge and the repayment options available.

Allocation of tenant charges are in line with Loreto Community Housing's Tenant Charges Procedure.

#### **4.3 Appeals**

Tenants have a right to appeal the decision in line with our Complaints and Appeals Policy, available on the Loreto Community Housing website.

#### **4.4 Exemptions**

Where damage or debt is the result of extenuating circumstances and supporting evidence has been provided, charges may be waived (either in full or in part) with management discretion.

#### **4.5 Unpaid tenant charges**

Tenant charges that are not paid in accordance with the payment options provided in the notification, result in tenant debt. Debt that is not subject to a repayment agreement has negative consequences for tenancies, including the potential for eviction. Debt can also have implications for future tenancy applications – housing applicants who have a debt to Loreto Community Housing are not eligible for a subsequent tenancy with Loreto Community Housing unless a repayment plan is in place and 50% of the debt has been repaid.

Where an unpaid tenant charge has resulted in a successful insurance claim by Loreto Community Housing, the tenant is required to pay 100% of the insurance excess and any other related costs (for example, legal/court fees) prior to being eligible for a new tenancy.

Repayment of debt does not ensure a new tenancy will be offered. It means that any future Housing Register application will be considered in line with the normal Social Housing Policy process.

Loreto Community Housing reserves the right to pursue outstanding debt through legal avenues and/or via debt collection agencies.

### **5. Related documents**

- Rent Setting, Review & Payment Fact Sheet
- Rent management Procedure
- Rent Management Policy
- Complaints and Appeals Policy