

*Shire of Wickepin*



**HANDBOOK FOR TENANTS**

## **MISSION STATEMENT**

*To assist our community's aged persons to continue living independently within our community in quality, sustainable housing.*

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## **ACRONYMS & ABBREVIATIONS**

CEO	-	Chief Executive Officer
DCEO	-	Deputy Chief Executive Officer
PCR	-	Property Condition Report
Agreement	-	Residential Tenancy Agreement
Act	-	<i>Residential Tenancy Act 1987</i>

## WELCOME

Welcome to the Shire of Wickepin's Independent Living Seniors Accommodation. This Handbook has been provided to answer some of the questions you may have from time to time, during your tenancy. Council wishes tenants an enjoyable stay at the Johnston Street Units.

## HISTORY

The Shire of Wickepin currently has Two independent living unit complexes in Wickepin, with a total of three single bedroom units, one two-bedroom unit and four three bedroom units.

## MANAGEMENT

The Independent Living Seniors Accommodation (ILSA) is owned and managed by the Shire of Wickepin with Council staff responsible for day to day operations under the guidance of policies and procedures established by Council.

Your first point of contact, should you have any queries that are not answered in this Handbook, is the Chief Executive Officer (CEO) based at the Shire administration office in 77 Wogolin Street Wickepin. However, if you cannot reach the CEO, you are encouraged to speak with the Shire's Deputy Chief Executive Officer(DCEO) who will endeavour to assist you. Contact details are as follows:

Telephone	-	08 9888 1005
Facsimile	-	08 9888 1074
Mail/In Person	-	77 Wogolin Road, Wickepin WA 6370
Mail	-	PO Box 19, Wickepin, WA 6370
Email	-	<a href="mailto:admin@wickepin.wa.gov.au">admin@wickepin.wa.gov.au</a>

The ILSA is managed in accordance with the provisions of the *Residential Tenancies Act 1987* which relates to all rental housing in Western Australia.

## ADMINISTRATION

Prior to moving in, all tenants are provided with a copy of the following documents:

- Residential Tenancy Agreement (signed by both parties);
- Property Condition Report (signed by both parties);
- Receipt for Security Bond (and, if processed prior to moving in, a Record of Payment of Security Bond from the Department of Commerce)
- *Residential Tenancies Act 1987 (Act)*;
- Handbook for Tenants; and
- Laminated list of emergency and other relevant contacts.



Your Residential Tenancy Agreement (Agreement), Property Condition Report and Record of Payment of Security Bond are important documents and should be stored safely – a copy of each of these documents is also kept at the Shire of Wickepin administration office.

### Residential Tenancy Agreement

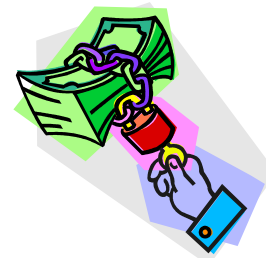
Your Agreement sets out your rights and responsibilities as a tenant in accordance with the *Act*.

### Property Condition Report

Before signing your Residential Tenancy Agreement and collecting the keys to your unit, a Property Condition Report (PCR) will be completed. This document details the condition of the property before you move in and will be used to judge the condition of the property during tenancy and if and when you decide to vacate. You will be given a copy of the PCR after which you will have 14 days to compare its contents with the condition of the unit and bring any differences you feel exist, to the Shire's attention. Once both parties are satisfied that the PCR reflects the condition of your unit, both parties will sign the document to demonstrate agreement on the condition of the property at the beginning of the tenancy.

### Security Bond

The Shire will charge a security bond as per the *Act*. Your bond is the equivalent of four weeks' rent and is paid by you to cover any costs which you may be liable for at the end of your tenancy. Upon receipt



of the bond money, it is forwarded (by the Shire) to the Bond Administrator (Department of Commerce) and held until such time as you leave the premises. The Shire reserves the right to increase a security bond amount in line with any rental increase, in accordance with the Act.

Where a bond has been paid, a tenant shall not fail or refuse to pay any rent due under a Residential Tenancy Agreement with the intention that the amount of such rent be recovered by the owner from the security bond paid by the tenant.

If, at the end of your tenancy, the cost of any damage exceeds your bond payment, you will be liable to pay any extra costs. Security Bond processes and steps are followed in accordance with the Act. The Shire aims to finalise all accounts within six weeks of vacation of the property. Any accounts for repairs, cleaning etc will include details of work done. The Shire will advise tenants of any adjustment to their Security Bond by providing a *'Notice to Previous Tenant – Security Bond Adjustment'* with a *Form 4 – Joint Application for Disposal of Security Bond* which incorporates Security Bond adjustments. You are required to sign the Form 4 and return it to the Shire office. A short delay period between vacation of the property and repayment of the bond will occur due to the process required to have the money released through the Bond Administrator.

In the event of a dispute and if both parties are unable to reach an agreement, then action can be taken in the Magistrate's Court nearest to the property and that Court will make an order as to how the bond money is to be paid out. If you refuse to sign the disposal form or the Shire cannot contact you, the Shire may apply to the Magistrate's Court by lodging an *Application for Disposal of Security Bond Money (Form 6)*. If you don't respond when sent a copy of Form 6, the Court may then issue an order for the release of the security bond after seven days.

## **Rent**

During the first two weeks of an Agreement, you are not required to pay more than two weeks' rent in advance. The method of payment for rent is direct debit. Where applicable, the Shire will request tenants make a cash payment for the number of days between the commencement of a tenancy and the commencement of direct debit. After two weeks, the Agreement can change to an advance payment (where set out in the Agreement) with payments on a weekly, fortnightly or four-weekly basis or any other period as agreed by the Shire and the tenant. Receipts will not be issued for payments received through direct debit; however, quarterly Rental Account Statements will be provided.

Rental on all units will be reviewed on an annual basis in line with all of Council's fees and charges, in accordance with the *Local Government Act 1995*. Rent will not be increased within a six-month period of the commencement of the tenancy and there must be at least six months between each consequential rental increase. When a rent review demonstrates that an increase in rent is justified, Shire staff will send the tenant a letter giving 60 days' prior notice of that increase.

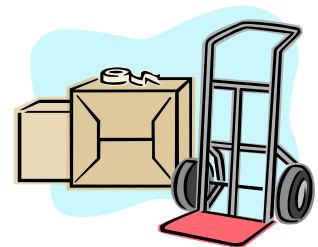
Tenants may apply to keep a small quiet pet on the premises. Requests may be considered on a case by case basis, and on approval a Pet Bond must be paid as per the RTA.

Tenants should contact the Shire if they have any difficulties in meeting their rental obligations.

## TENANCY

### Rights and Responsibilities

*Tenants must not use the premises or cause or permit the premises to be used for any illegal purposes; cause or permit a nuisance; or use the premises for any other purpose than as a residence.*



The responsibilities of tenant/s (signatories to the Residential Tenancy Agreement) are as follows:

- a tenant must abide by the conditions of the Agreement and the Residential Tenancy Act, if continuation of the tenancy is to be assured;
- a tenant is to ensure that the terms of this Agreement are complied with by the occupants and visitors on the premises;
- a tenant must pay a security bond (four weeks' rent);
- a tenant must pay the agreed rental amount on time (two weeks in advance);
- a tenant is responsible for the payment of utility and communication charges;
- a tenant may not do anything on the premises, or permit someone else entering the premises with the tenant's permission to do anything on the premises, which causes a nuisance;
- a tenant must not allow any anti-social behaviour in or around the premises including but not restricted to loud music, swearing, drunken behaviour, uncontrolled parties, fighting, acts of physical violence or unwanted entry into

- neighbouring properties, and must not injure and/or threaten any Shire officer acting in an official capacity;
- a tenant must not cause or permit any interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises;
  - a tenant shall not intentionally or negligently cause or permit damage to the property;
  - a tenant must not use the premises or permit the premises to be used for illegal purposes;
  - a tenant is responsible for keeping the premises clean and undamaged and their own garden and yard maintained;
  - a tenant must pay for all damage and neglect (tenant liability) not deemed 'fair wear and tear';
  - a tenant is responsible for all costs associated with the maintenance of the property due to neglect, misuse, wilful damage and rubbish removal - these costs will be charged as tenant liability;
  - a tenant must report damage within 3 working days, to the Shire. Where there are concerns of health or safety, damage should be reported as soon as possible;
  - tenants must not affix any fixture or make any renovation, alteration or addition to the premises without the prior noted consent of the CEO. Such consent must not be unreasonably withheld;
  - tenants must not keep unlicensed or un-roadworthy vehicles on the premises without the noted consent of the CEO;
  - a tenant must abide by the by-laws governing the area and any other applicable bylaws;
  - tenants must maintain the property as their principal place of residence and advise the CEO if leaving the property vacant for more than four weeks;
  - the CEO, at its discretion, will give permission for a tenant to be absent from a property for *up to* a continual three-month period (in accordance with insurance requirements), providing that rent continues to be paid as per usual practice;
  - tenants must advise the CEO if a household member leaves the unit and must obtain permission from the CEO if another person enters the household on a longer than four-week basis;
  - tenants are to cooperate fully with the CEO to undertake property inspections;
  - tenants may apply to keep a small, quiet animal on the premises – keeping of a pet is subject to prior approval by Council and payment of Pet Bond as per RTA.
  - tenants must leave the premises, at the end of the tenancy, free of all rubbish including any vehicles;
  - tenants may not sub-let a unit;

- tenants are not to authorise the installation of pay television services without obtaining written Council approval;
- tenants must not store hazardous materials in/on the property; and
- tenants are responsible for the eradication of vermin (rats and mice) and cockroaches.

The Shire also has responsibilities under the contractual obligations of tenancy. These are:

- to provide security of tenure to tenants who abide by the conditions of their Residential Tenancy Agreement and the Act;
- to receive rents and issue receipts for cash;
- provide prompt response to requests for repairs and maintenance;
- attend emergency repairs within 24 hours where possible;
- to provide possession of property which is clean and in good repair;
- be fair in deciding liability for damage other than fair wear and tear;
- to advise tenants promptly of any matters requiring their attention, cooperation or action;
- to provide a tenant with quiet enjoyment of property;
- to provide secure premises;
- to insure the property (this does not include a tenant's contents) and provide public liability insurance;
- to provide and maintain the property in a reasonable state of repair and to be responsible for all maintenance and repairs that is not due to neglect, misuse, wilful damage and rubbish;
- to comply with relevant building, health and safety laws;
- to provide the tenant with a copy of their Residential Tenancy Agreement;
- to ensure privacy and confidentiality of tenants;
- to inspect the property on a three monthly basis and to maintain contact with the tenant for asset management purposes (regularity may be lessened at the discretion of Council);
- to treat the tenant without favour or prejudice;
- to treat the tenant with courtesy and understanding at all times;
- to inform the tenant of in-house and external support services and assistance programs in circumstances where they may be relevant;
- (where appropriate) to ensure staff are trained in the principal aspects of Indigenous culture;
- to have annual termite checks undertaken by a qualified person;



- to conduct external spraying for ants and spiders, by a qualified person, on an annual basis; and
- to remove bird and wasp nests and beehives.

## Condition of the Property

A tenant's obligations include:

- keeping the premises in a reasonable state of cleanliness;
- notifying the Shire, as soon as practicable, of any damage to the premises;
- ensuring there is no damage to the property caused by intentional or negligent action;
- reporting damage to the Shire as soon as possible, where there are concerns for health or safety;
- ensuring the premises are not used for any illegal purpose;
- ensuring urgent or non-urgent maintenance or repairs to the premises, fixtures or chattels belonging to the Shire, are not performed without the prior written consent of the Shire;
- continuing to pay rent under all circumstances, even if the Shire fails to do maintenance and repairs (if the tenant stops paying rent they are breaching the *Residential Tenancy Agreement* and the Shire can take action);
- upkeep of the garden belonging to their individual unit;
- eradication of vermin (rats and mice) and cockroaches; and
- replacing consumables such as light bulbs and plants (the latter within the tenant's individual unit garden areas and with the Committee's prior approval

The Shire's obligations include:

- providing the property in a reasonable state of cleanliness at commencement of tenancy;
- providing, at commencement of tenancy, and maintaining the property in a reasonable state of repair having regard to the housing age, character and prospective life;
- complying with requirements in respect to health and safety, in so far as they apply to the property;
- responsibility for the cost of all repairs and maintenance required on a property due to general wear and tear (this excludes all repairs and maintenance required due to neglect, misuse, wilful damage and litter);
- annual spraying for ants and spiders by a suitably qualified person;
- annual termite checks by a suitably qualified person;

- removal of bird and wasp nests and beehives;
- ensuring that repairs and maintenance are provided in an efficient and timely manner to maintain the life of the property and that repairs and maintenance are equitable between tenants and across properties; and

## **Insurance**

The Shire is responsible for insuring the buildings and any property that belongs to the Shire as well as public liability.

Tenants are encouraged to insure, and are responsible for insuring, their own personal effects.

## **Neighbours**

Tenants have a right to the quiet enjoyment of their home and immediate surroundings. Tenants and their visitors and any pets should not be a nuisance to their neighbours (this may include noises or threats that disturb or worry neighbours).

If you feel your neighbours unfairly disturb you, you should first have a polite discussion with the neighbour explaining the problem in a pleasant, unthreatening tone of voice. If this fails, please contact the CEO, or, in their absence, the DCEO. The Shire will do what it can to solve the problem in a fair and understanding manner; however, if it is unable to satisfactorily settle a matter, it may resort to calling for the assistance of other agencies; for example, the Police.

## **Visitors**

Visitors are people who live elsewhere, but who stay with you for a short time. Visits for up to two weeks do not require permission from the Shire; however, if you intend to have visitors staying for longer than two weeks, you need to apply through the CEO for approval and obtain permission in writing. Please note that tenants are liable for the behaviour of their guests and will be liable for any damage their guests may cause.

## **Telephones**

Private telephones can be installed at personal cost to tenants.

## Inspections

A periodic inspection will be undertaken by the Shire every three months (or less regularly, at the Shire's discretion). Also, by discretion of the Shire, more regular inspections may occur, in accordance with the *Act*. Inspections will be documented by completing a Property Condition Report. Fourteen days' notice will be provided prior to an inspection and a copy of the Property Condition Report provided to tenants following the inspection; the Property Condition Report should be signed by both parties. Should any matters need attendance by a tenant, a '*Notice to Tenant – Attention to Property Required*' letter will be forwarded.

Reasons for conducting inspections include:

- To provide you with the opportunity to discuss any issues you may have with your unit;
- For the Shire to check that everything is in working order;
- To identify any maintenance issues;
- To ensure that the property is being kept in a clean and tidy condition which meets the Shire's expectations.

You may also request an inspection if you wish to ensure that the property is up to standard prior to vacating or transferring; please arrange a suitable time with the CEO if you wish to do this.

## Parking

Parking is provided in premises' carport or garage. If you own more vehicles than spaces provided, they will need to be parked/housed elsewhere. Visitors only may park in the parking area designated for visitors.

## Rental Reviews

Rental reviews are carried out annually. Following a review, the CEO will provide written advice of any change to rental amounts, giving at least sixty days' notice of any change.

The written advice will state the date that a change in rental will occur and tenants need to advise their relevant bank/organisation of the altered amount and the date from which the alteration is to apply, as quickly as possible, to ensure a timely transition from one amount to another. Tenants should also, without delay, provide a copy of the Shire's letter of advice to Centrelink, where applicable, and request that Centrelink amend any Commonwealth Rent Assistance it provides in line with any changes made to the rental amount, to take effect as per the date stated in the letter.

## Utility Charges

Tenants pay for their own electricity and water charges and are responsible for all telephone charges. The Shire pays for security lighting and all water used by the Shire's gardener (Shire and common areas only).



## REPAIRS AND MAINTENANCE

*If you are a tenant moving into a new unit (i.e.; the first tenant to occupy a particular unit), please bring any defects to our attention as soon as possible as your unit may still be under a Builder's Contract and we may be able to have the issue resolved by the Builder.*



Repairs and maintenance is the repair or maintenance or replacement of items of like type. This is as opposed to refurbishment or renovation, which are the installation or addition of new appliances or facilities. Repairs and maintenance fall under the following categories:

- day-to-day
- emergency
- vacated
- planned
- minimal (where the property is scheduled for demolition or redevelopment)

## Responsive Repairs and Maintenance Procedure

The Shire aims to ensure that repairs and maintenance:

- are provided in an efficient and timely manner;
- are of sufficient quality;
- assist in maintaining the life of the property; and
- are equitable between tenants and across properties.

Refer to *Condition of the Property* information for a summary of the Shire's and the tenant's obligations.

The following repairs and maintenance will be considered URGENT and will be initiated promptly as a priority:

- electrical repairs and maintenance that are health threatening;
- plumbing repairs and maintenance that are threatening; and
- security repairs and maintenance when the tenant's safety/security is at risk.

The Shire aims to have general repairs and maintenance carried out as soon as practicable. Some day-to-day maintenance (such as a hot water system or a stove not working) will be treated as a priority. Especially in cases where contractors will be charging travel costs to the Shire, staff will seek to make cost effective use of the contractor. Staff will assess whether any planned or routine maintenance pertaining to the units can be brought forward if there appears to be a need to do so or whether same can be delayed until the planned timing.

The tenant must report damage to the premises as soon as possible but, at the latest, within three days of the occurrence. When advised of the need for repairs, staff will attempt to arrange the service as soon as possible in order of reporting date. Where repairs are urgent; that is, creating a risk to people, work will be carried out within 24 hours if possible. The tenant is responsible for all costs associated with the maintenance of the property due to neglect, misuse, willful damage and rubbish removal.

When visiting a property, a tradesperson/contractor is requested to:

- park in the street or designated parking area;
- make contact with the tenant, provide identification and explain the reason for calling;
- seek the tenant's permission to enter the property;

- take all necessary steps and reasonable precautions to prevent any damage or loss to the occupant's possessions, property or personal effects. Any damage or loss should be reported to the Shire immediately. Any reimbursement by the contractor to the tenant for any damage or loss caused will be by the mutual agreement of the two parties concerned.

When visiting a property, a tradesperson/contractor is requested to *not*:

- smoke within the Shire's property;
- be under the influence of drugs or alcohol when entering the property or while performing work for the Shire;
- accept or provide drugs or alcohol from the occupants of the property or induce any occupants of the house to partake in any such activity;
- use offensive language when conducting business with the Shire or its tenants;
- in action or words do or say things that could be interpreted as intimidating or discriminatory;
- discuss or divulge information with the tenants in relation to the Shire's business or activities;
- discuss or divulge with any other person any private details concerning the occupants of the units;
- advise the occupants of any financial details concerning the contract or the cost of works carried out;
- make any public comments concerning the policies of the Shire or its contracting system.

### **Right of Entry**

A tradesperson/contractor may enter the premises without consent in a genuine emergency (e.g.; to carry out urgent repairs or to protect the premises from damage). Contractors must have the express approval of the Shire to enter premises in such circumstances.

A Code of Conduct for Contractors will be included in any Contractor agreements for ongoing contractors.

### **Urgent/emergency maintenance (after Shire hours)**

In cases of after-hours urgency (e.g.; electrical or water issues that are considered unsafe and cannot reasonably wait until Shire office hours resume), tenants may call the Shire's

preferred contractors (as listed at the end of this Handbook). In these instances, the contractor and tenant must advise Shire staff, during the next available office hours, of any contractor work that has occurred after hours.

## **Day to Day Maintenance**

Tenants should inform the CEO as soon as practicable and within three days, of any repairs required to the property, in accordance with tenancy law (in the CEO's absence, please inform the DCEO). Repairs and maintenance arising from fair wear and tear are the responsibility of the Shire. Fair wear and tear means the reasonable use of the property by the tenant and the ordinary effects of usage and natural forces; that is, the gradual and expected deterioration to fixtures and fittings caused by normal usage over time.

Examples:

### **Fair Wear and Tear**

- Vinyl and/or carpet wear in corridors and other heavy traffic areas
- A lock that is broken because it is old and worn out
- Paint flaking or paint discoloured over time
- Plaster cracks due to building settling
- Tiles that have lifted in high traffic areas
- Worn tap washers and minor plumbing repairs
- Fraying flyscreens
- Repairs to cupboards, etc
- Worn enamel and rust stains on the bath or basin

### **Non Fair Wear and Tear – Wilful or Neglected Damage**

- Cigarette burns or stains to carpet or vinyl
- A lock broken by tenants because they forgot/misplaced their keys
- Fire damage from cooking, heating, or candles
- Holes in the wall or door
- Removing, disabling or damaging smoke detectors
- Water damage to vanity cupboards that has been ongoing
- Damage that has worsened due to not reporting

## **Long Term Maintenance**

The Shire makes provision for long term maintenance and will work with the tenant to minimise inconvenience when such maintenance takes place. Examples of long term maintenance include, but are not limited to:

- Replacement of fittings and equipment (e.g.; floor coverings);
- Painting; or
- Hot Water System replacement.

The Shire strives to address repair and maintenance problems as quickly as possible but is, at times, limited by availability of appropriate tradespeople/contractors. The Shire will use suitably qualified local tradespeople/contractors, wherever possible.

### **Priority Maintenance**

Some day-to-day maintenance (such as a hot water system or stove malfunction) will be treated as a priority. The Shire will attempt to complete priority repairs within 48 hours of being notified; again, in line with the availability of suitably qualified tradespeople.

### **Regular Maintenance**

As well as responding when things are broken or damaged, the Shire will undertake regular maintenance work to its properties in the interests of maintaining the good and safe condition of your unit. This falls broadly into two categories: cyclical and long term. Cyclical maintenance is work that we plan in advance to take place at regular intervals during the year. For example, once a year we carry out pest inspections (termites etc) and we have gutters cleaned out biannually. We also have fire equipment and RCD's/Smoke Alarms serviced regularly.

### **Tenant Liability**

The tenant must pay for repairs to the Shire's property when those repairs have become necessary through neglect, misuse or wilful damage. A tenant is not responsible for damage caused by someone they do not know, as long as they report the damage to the Police as soon as it is noticed and the tenant provides the Shire with a Police incident report number. The Shire is responsible for the costs of repairing and maintaining any fixtures such as air-conditioners except for when damage is caused by neglect, misuse or wilful damage.

Persistent damage or failure to pay tenant liability may result in termination of the tenancy.



## Emergencies

The CEO will normally deal with your calls about maintenance. In cases of an emergency where you are **not able or it is not practical** to contact the CEO or the DCEO, please refer to your laminated list of local emergency services and tradespeople/contractors. This list is made available in laminated form and is also located at the end of this Handbook as Appendix A. Examples of emergencies include, but are not limited to:

- Tree/tree branch fallen or blown onto roof of unit
- Broken external windows
- Fire Damage
- Electrical Faults
- Burst pipes or blocked drains.

The Shire will attempt to arrange emergency repairs within 24 hours of being notified; however, may be limited by availability of appropriate emergency services and/or tradespeople.

## Posters, Pictures and Paintings

It is appreciated that posters, pictures and paintings help to 'make a house a home'. Tenants are not discouraged from displaying these items and the like; however, the Shire will place a number of hooks on walls and the tenant should limit the hanging of the above mentioned items to those hooks in place at the beginning of their tenancy. Should it be necessary, on a tenant's departure, to arrange repairs to the unit as a result of any other hooks/fixtures a tenant may have added or the overloading of existing hooks, the tenant may be charged for those repairs or, in the instance that a security bond has been paid, may have monies deducted to cover such costs. Please bear in mind the load (weight) you apply to the hooks provided.

## Fixtures

As per Tenancy Agreements, a tenant must not affix any fixture or make any renovation, alteration or addition to the premises without prior noted consent of the Committee.

## Lost Keys

The tenant is responsible for the replacement of any lost keys. If you lose keys, please contact the CEO who will arrange for a new set of keys to be cut at your expense.



In some cases, locks may have to be replaced if keys are lost. If this happens, the tenant must pay for the lock replacement. Locks cannot be changed without the express permission of the CEO or DCEO. If a locksmith is required to attend to replace a lock (either during or after hours) so that you can gain access to your property, payment of the call out fee will also be your responsibility. Please contact the CEO or DCEO about lost keys as soon as possible.

Should a lock become unusable, as a course of natural use or fair wear and tear, the Shire will arrange its replacement as quickly as possible.

## **Pests and Vermin**

The Shire arranges annual checks for white ants (termites), by an appropriately qualified pest and vermin eradicator. A suitably qualified person also sprays the exterior of all units for spiders, ants and other pests. Tenants are asked to contact the CEO, as soon as possible at other times, should they notice termites, bird/wasp nests, bee hives or a swarm of bees.

The tenant is responsible for the eradication of all other household pests/vermin including cockroaches, fleas, and mice, except where the infestation occurs within one month of a tenant moving into the unit. In this instance, the tenant should contact the CEO who will organise appropriate assistance to deal with the eradication of the pest.

## **WORKING TOGETHER**

### **Statement of Tenants' Rights**

Tenants have the right to:

- fair and non-discriminatory treatment;
- be treated with respect;
- consultation on major changes that may affect their tenancy;
- a fair and equitable grievance and appeals process; and
- an advocate in their dealings with the Shire.

## Assignment or sub-letting

As per the Agreement, tenants may not assign the tenant's interest under their Agreement or sub-let the premises.

## St John Ambulance – Spare Key Holders/Duress Alarms



You may wish to arrange for the St John Ambulance call centre (000) to have contact details of people who tenants have designated to hold spare keys to their unit. In the event that you place a call to St John Ambulance, this service allows call centre staff to advise local ambulance volunteers of contact details for people who have a spare key to your unit. Should ambulance volunteers not be able to enter, or suspect they may not be able to enter your unit, on arrival (for example; because you may not be able to unlock your door when they arrive), they may contact your spare key holders to assist. Due to the urgency usually associated with ambulance calls, it is suggested that, if you wish to use this service, your designated spare key holders (a minimum of two contacts unlikely to be away from home/work at the same time) should be residents within the Wickepin townsite. Tenants are welcome to take up this offer anytime during their tenancy; simply contact the CEO, during office hours.

Personal duress alarms are a way of alerting someone that you require urgent assistance; tenants are encouraged to purchase an alarm if they feel it would be beneficial. Likewise, local police are happy to hold a key to access your property when they are available; if wishing to take up this service, please contact Wickepin police – 9888 1100.

## Grievances/Complaints and Appeals for Tenants

Tenants should, in the first instance, contact the Shire's CEO to attempt to resolve a grievance or make a complaint. The Department of Commerce (Consumer Protection) - 1300 304 054 - may consider complaints, offer advice to parties and assist in settling disputes. The Department's role is one of mediation and conciliation; however, it does not issue orders or make determinations. Other bodies that can hear some types of complaints include the Equal Opportunity Commission and the WA Police.



An appeals process ensures that any customer concerns about the Shire's decisions are dealt with in a fair and open manner before an Appeals Committee. A tenant has the right to appeal most of the Shire's decisions relating to the ILSA, including but not limited to:

- an application for accommodation;
- removal from the Waiting List;
- transfer applications;
- rental arrears; and
- tenant liability for repairs or any other charges.

If you wish to appeal a decision you may request an Appeal Notice form from the Shire office and lodge it within 14 days of receiving written notification of a decision – please contact the Shire if you wish to complete an Appeal Notice form or, alternatively, a written letter will be accepted. If a tenant fails to lodge a written notice within the above timeframe, no further action can be taken and the original action will stand. Appeals will be considered within 14 days of lodgement; you have a right to attend the hearing of their appeal and be given the opportunity to present your case (you may bring an advocate or friend if you wish). Arrangements may be made for a telephone conference hearing if you are unable to attend in person. If you, as the appellant, fails to attend or keep such an appointment without providing adequate reason, the matter will proceed, be considered and a decision based on documentary evidence. Any decision will be final and binding and will be communicated to you within seven days of the outcome.

Tenant Liability appellants will be advised that they may proceed to the Small Dispute Division of the Local Court (where the amount of the claim is not more than \$10,000), if they are unhappy with a decision. Further information can be obtained by contacting the Shire or referring to the Department of Commerce and Consumer Protection.

### Exceptions

Decisions that have general application and, therefore, apply to all customers, cannot be appealed.

## Confidentiality

The Shire undertakes to keep tenants well informed, to respect their privacy and to keep personal details about tenants confidential (e.g.; personal effects seen during Property Inspection Reports, personal information) unless there is a legal or public responsibility to do otherwise.

## Feedback from Tenants

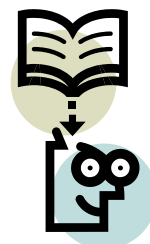
The Shire is always interested to hear the views of its tenants, in relation to the units. Tenants may wish to make constructive comments to the CEO or DCEO, or to put comments in writing to the Shire. The Shire will seek feedback (where possible) from tenants, via a survey, when they end their tenancy. This can provide useful information for the Shire on matters such as: reason for ending a tenancy, condition of the property, satisfaction of the tenant with the rent management system and responses and processes for repairs and maintenance.

## Of Interest to Seniors

- Home and Community Care (HACC) – contact HACC Coordinator, Wickepin Health centre - 9888 222 - [Wickepin.HACC@health.wa.gov.au](mailto:Wickepin.HACC@health.wa.gov.au)
- Wickepin Community Shed - He Shed, She Shed –0427 881 041 or 0422 232 949
- Wickepin Art & Craft Group – 9888 1093
- Wickepin Library – 9888 1500 – [wickepinlibrary@westnet.com.au](mailto:wickepinlibrary@westnet.com.au)
- Over 50s “Stay on Your Feet” – 9888 1131
- Wickepin District Sports Club (Bowls, Golf and Tennis) – 0427 881 057

### **SHIRE OF WICKEPIN TELEPHONE DIRECTORY**

produced by the  
WICKEPIN COMMUNITY RESOURCE CENTRE phone 9888 1500  
\$10.00 PER COPY (as at July 2020)



## VACATION OF UNIT



### Vacating your Unit

If you intend to vacate your Unit you must give at least 21 days' written notice. This needs to be advised, in writing, to the CEO who will then arrange for a joint property inspection using a Property Condition Report (Report); this Report is to be signed by both parties following the inspection. The Shire will provide you with a copy of the *Tenants Guide to Vacating Premises*. You are responsible for the property until the keys have been handed over to the Shire (this occurs following the final inspection). If you depart the premises and have failed to attend an arranged property inspection, the above procedure will be followed without your signature to the Report, noting the tenant as absent. The outgoing Report will be compared with the original ingoing Report and any maintenance costs or outstanding service charges will be deducted from the amount of security bond to be refunded.

If the unit is damaged or not clean, a charge may be incurred by you or deducted from the security bond to cover any repairs and/or other expenses as a result of the Shire needing to repair damage or clean the unit.

Rent will be charged up to and including the date of your 21 days' notice expiration and will continue to be charged until your keys are returned, in person, to the CEO (please do not post) and a satisfactory Property Inspection Report is in hand, signed by both parties. If keys fail to be returned, you will be charged for the cost of replacing the locks at your vacated property.

On moving out, you are required to ensure:

- The property is in a clean and sound condition;
- You have removed all of your possessions; and
- You have arranged disconnection and final meter readings for your electricity, telephone and water services -
- Residents must notify Telstra, or their provider, for finalisation of telephone line rental, usage and any other telecommunication costs that may have been associated with the unit during their tenancy (telephone Telstra – 132200 to arrange);
- Residents must finalise their Electricity account (telephone Synergy 131353 to arrange);

## Evictions

The Shire will abide by the *Residential Tenancies Act 1987* and endeavour to work closely with tenants, in a supportive manner, to assist with their tenancies. Tenants will only be evicted as a last resort.

**If you, as a tenant, receive a Breach Notice (breach of Residential Tenancy Agreement) from the Shire, you must treat it seriously and contact the CEO or DCEO immediately.**

Reasons for Breach Notices include, but are not limited to:

- Not paying rent on time;
- Upsetting/disturbing neighbours;
- Antisocial behaviour;
- Keeping your property in poor condition;
- Damaging the Shire's, or other tenants', property.

Tenants should be aware that failure to remedy a breach may eventually lead to an eviction.

## Security Bonds

Refer to *Administration* section.

## Abandoned Goods

If you leave personal items behind, after you have vacated the unit, the Shire will follow the procedures outlined in the *Residential Tenancies Act 1987*.

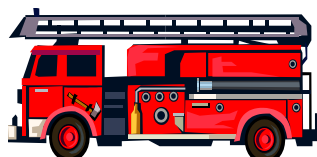
We recommend that you do not leave any personal items behind or, if you do, you advise the Shire of what your intentions are with regard to these items; otherwise, the *Residential Tenancies Act 1987* guidelines will be enacted. Likewise, please talk to our CEO or DCEO if you cannot take some belongings with you.

**APPENDIX A EMERGENCY CONTACTS LIST**

**FOR LIFE THREATENING EMERGENCIES ONLY**

**Dial 000**

(ask for Police, Fire or Ambulance services)



**LOCAL CONTACTS:**

**Wickepin Police ..... 9888 1100 or 131 444**

(Albany Police may answer and, if necessary, contact a Wickepin officer on your behalf)

**Wickepin Health Centre .....9888 2222**

Nurse Led Clinic (8.30am to 4.30pm Monday to Friday excluding public holidays)

**Narrogin Hospital .....9881 0333**

Emergency Department Service (24 hours per day, 7 days per week)

**Corrigin Hospital .....9063 0333**

Emergency Department Service (24 hours per day, 7 days per week)

**Shire of Wickepin .....9888 1005**

CEO Mobile – Emergency Only..... 0429 207 855

(8.30am to 4.30pm Monday to Friday excluding public holidays)

In the event that a situation may require the attendance of a **tradesperson**, please contact the Chief Executive Officer in the first instance.

In an **emergency**, please contact the following:

<b>Plumbing</b>	Narrogin & District Plumbing – Mark Kulker	0437 305 032
<b>Electrical</b>	BKS Electrical – Blake Stott	0439 377 833
	Fraser Wittwer	0447 055 616