



Tenancy Management Requirements

1. General

- (a) **Compliance obligations:** In relation to these Tenancy Management Requirements, the Provider must comply with the requirements of the following:
- (i) the Residential Tenancies Act, the HRTM Act, the Privacy Act 1993, the Human Rights Act 1993 and all other Laws;
 - (ii) the Tenancy Agreement between the Provider and the relevant Tenant; and
 - (iii) the Policies.
- (b) **MSD Public Housing Client System:** In these Tenancy Management Requirements, reference to receipt of a notice or request and that notice or request is made through the MSD Public Housing Client System, receipt will be taken to mean the date and time on which the MSD Public Housing Client System logs the notice or request as having been received into the MSD Client System.
- (c) **Tenant placement:** Where these Tenancy Management Requirements refer to the Provider selecting, placing or offering a Property to a Client or Tenant in accordance or consistently with the Operational Manual, the Provider will, where MSD has directed the Provider to select Clients or Tenants (as applicable) in the order of the priority rating assigned to the Client or Tenant by MSD, act in accordance with MSD's direction and, if the Provider wishes to depart from MSD's direction, it must have MSD's prior written consent to do so. Such MSD direction may require the Provider to select and make offers of Properties to Clients and Tenants in accordance with the priority ratings assigned by MSD (unless otherwise expressly agreed by MSD), instead of in accordance with the relevant part of the Operational Manual that deals with placing and offering a Property to a Client or Tenant.

2. Tenanting Vacant Properties process and notifications: The Provider:

- (a) **Tenanting Vacant Properties:** is to follow the process set out in Annexure 1 (Tenanting Vacant Properties process) to these Tenancy Management Requirements where a Property is soon to become an Available Vacant Property.
- (b) **Tenant placement principle:** acknowledges and agrees that:
- (i) the overriding principle that applies to the Provider's selection and placement of a Client in a Property is that:
 - (A) Properties must be allocated fairly and transparently and on the basis of need, balanced with achieving a sustainable match, taking into account specific characteristics of the Client or Tenant (as applicable) and the neighbourhood; and

- (B) when referral preferences are specified by a Provider, there must be clear benefits for the Client or Tenant and other groups of Tenants or Clients must not be unreasonably disadvantaged.
- (ii) they must implement and must be seen to be implementing this overriding principle through all steps taken by the Provider in the Tenancing Vacant Properties process as outlined in Annexure 1 (Tenancing Vacant Properties process) to these Tenancy Management Requirements and when undertaking Tenant transfers in accordance with paragraph 3(n) (Tenant transfers) even where the MSD Public Housing Client System may include capability that allows the Provider to do otherwise, including:
 - (A) through the information it provides to MSD in order to receive a shortlist of suitable Clients (for example, by not being selective about tenant characteristics the Provider is looking for, unless there is a good reason to do so based on the needs of the prospective Tenant);
 - (B) by limiting the number of shortlists it utilises (and requests, including through refreshing shortlists) when selecting and making offers to suitable Clients;
 - (C) by limiting the circumstances in which the Provider decides that a Client is unsuitable for a Property (which should usually be based on the needs of the Client and only in extreme circumstances, on the behaviour or risk factors of a Client); and
 - (D) in circumstances where the Provider is permitted under these Tenancy Management Requirements to add a Tenant to a shortlist, by appropriately adding Tenants who wish to transfer to a new Property or who the Provider wishes to transfer to a new Property for reasons relating to a Tenant change in circumstances, as an identified suitable client to a shortlist, and when considering that Tenant against other Clients on the shortlist,

and the Provider must also give effect to this principle through the Provider's Policies;

- (iii) in order to demonstrate compliance with this overriding Tenant placement principle, it must:
 - (A) maintain a written record that outlines:
 - (I) why specific preferences identified on a shortlist were taken into account by the Provider;
 - (II) why the selected Client or Tenant (as applicable) was considered to be the best match for the Property; and
 - (III) why a Client or Tenant (as applicable) that had a higher priority rating than the Client or Tenant selected by the Provider, was not selected instead; and

- (B) make such written records available to MSD upon request, and when MSD is undertaking any audit of the Provider in accordance with the Relationship Agreement.
- (c) **No reliance on risk ratings or other information:** acknowledges that, without limiting sections 103(4) and 106(4) of the HRTM Act, information provided by MSD in any shortlist, including information about risk ratings assigned to Clients, is not definitive. To the extent permitted by law, the Provider releases MSD from all liability and Losses suffered by the Provider, and must ensure that no claim is brought against MSD by any sub-contractor or Provider personnel, in respect of any liability or Losses arising out of or in connection with:
 - (i) any information provided by MSD to the Provider, including any risk rating assigned to a Client; or
 - (ii) any inaccuracy in the information provided by MSD, including MSD's assignment of the appropriate risk rating for a Client.
- (d) **Tenant and tenancy changes and notification requirements:** The Provider is to comply with the notification requirements set out in Annexure 2 (Tenant and Tenancy changes and notifications) to these Tenancy Management Requirements in relation to Tenants and Tenancies.
- (e) **Use of Tenancy Requirements Change Process:** acknowledges and agrees that MSD may change these Tenancy Management Requirements (being a part of the Operational Manual) as contemplated by the Relationship Agreement.

3. Tenancy services

(a) Collecting and depositing Bond Amount

- (i) The Provider is to collect the Bond Amount (or the relevant part of the Bond Amount, as applicable):
 - (A) from the Tenant, except where MSD has confirmed to the Provider that it will be providing any or all financial assistance to the Tenant in respect of the payment of the Bond Amount; and/or
 - (B) from MSD, where MSD has confirmed that it will be providing all or some financial assistance to the Tenant in respect of the payment of the Bond Amount.
- (ii) For the purpose of paragraph 3(a)(i)(B), the Provider will comply with any reasonable request from MSD in regards to the method of payment of such amount, which may include the Provider supplying a completed supplier registration form and bank account verification to MSD so that such payments can be made by MSD by way of automatic transfer once approved in MSD's payment systems.



- (iii) Following receipt of any part of the Bond Amount the Provider is to comply with all requirements under the Residential Tenancies Act in relation to that money, including:
 - (A) providing a receipt to the Tenant; and
 - (B) within the timeframe specified in the Residential Tenancies Act, lodging the received bond money with the relevant agency or person that the Residential Tenancies Act requires residential tenancy bonds to be lodged with (being the Ministry of Business Innovation and Employment as at the Commencement Date).
 - (iv) The Provider is to retain proper business records of the bond monies received, receipted and lodged.
- (b) **Rent collection and notifications:**
- (i) The Provider is to:
 - (A) subject to paragraph 3(b)(i)(B), be responsible for collecting the full Rent Amount and any Rent in Advance Amount payable by the Tenant under the Tenancy Agreement (which may be collected from MSD where MSD has confirmed that it will be providing all or some financial assistance to the Tenant in respect of the payment of the Rent in Advance Amount);
 - (B) be responsible for collecting any Rent Amount (or portion of any Rent Amount) payable by MSD directly to the Provider as satisfaction or part satisfaction of the Rent Amount owing by the relevant Tenant, where MSD has agreed to redirect some or all of a Tenant's MSD benefit payments to the Provider for this purpose;
 - (C) take necessary debt recovery steps in accordance with the Policies where any Rent Amounts (or any other amount that is owing by the Tenant to the Provider) are owing to the Provider in accordance with the terms of the Tenant's Tenancy Agreement, provided that any debt recovery steps taken by the Provider:
 - (I) must not include requesting an additional advance Rent Amount from the Tenant;
 - (II) must not include seeking any damages from the Tenant in respect to any such unpaid Rent Amounts;
 - (III) must not include seizing the Tenant's personal property;
 - (IV) must, in the first instance, be undertaken directly by the Provider following up with the Tenant or by seeking and enforcing a mediated order through the Tenancy Tribunal and in all circumstances in accordance with the Policies; and

- (V) must not include the Provider giving the Tenant a notice that it is terminating the Tenancy unless:
- i) the Provider has given notice to MSD, no less than five Business Days in advance of issuing such a notice to the Tenant, that it intends to issue that notice, such notice to MSD to be given in writing to the MSD office in the locality where the Property is located;
 - ii) the Provider has arranged an appointment for the Tenant to meet with that local MSD office to discuss whether financial assistance may be available to the Tenant; and
 - iii) the Provider has notified the Tenant that it intends to shortly issue a notice terminating the Tenancy and has explained to the Tenant that the Provider will (or has, as applicable) contacted the MSD office in the locality where the Property is located to arrange an appointment for the Tenant to discuss with MSD whether financial assistance may be available to the Tenant in respect of any overdue Rent Amounts and that the Tenant should attend the appointment, such notice to be given to the Tenant no later than five Business Days in advance of issuing such a notice to the Tenant terminating the Tenancy;
- (D) notify the Tenant if there is to be any change to his or her Rent Amount, in accordance with the requirements of the Residential Tenancies Act, the HRTM Act and this Agreement. The Provider must not give a Tenant notice that his or her Rent Amount will increase if this would mean that the Rent Amount will exceed the applicable IRR for that Tenant;
- (E) notify MSD through the MSD Public Housing Client System of the amount of Rent Amount arrears owing by the Tenant within one Business Day of receiving a request from MSD for the Provider to notify MSD of such arrears;
- (F) provide reasonable assistance to MSD in relation to any queries received from MSD in respect of any Rent Amounts that may be in arrears by a Tenant, or any matter relating to a potential refund to be made to a Tenant by MSD; and
- (G) notify MSD through the MSD Public Housing Client System of any change to a Tenant's Rent Amount exactly five Business Days prior to the effective date of that change where the Rent Amount will increase or as soon as reasonably practicable where the Rent Amount will decrease.
- (ii) The Provider may not request any payment from a Tenant in respect of any matter relating to the Tenancy other than:
- (A) the Rent Amount (which must not exceed the IRR);

- (B) the one-off Bond Amount and the Rent in Advance Amount;
 - (C) the actual costs of utilities made available at the Property that are paid for by the Provider excluding, for Existing Tenants, water usage charges that are exclusively attributable to a Tenant's occupation of the Property on the basis of consumption, for which payment from the existing Tenant must not be sought until otherwise expressly permitted by MSD; and
 - (D) any amounts that the Provider is lawfully permitted to recover from the Tenant in respect of damage caused by the Tenant to the Property (including any chattels in the Property owned by the Provider).
- (c) **Tenancy Agreement:** The Provider is to ensure that a written Tenancy Agreement that:
- (i) meets the requirements of the Residential Tenancies Act;
 - (ii) provides for a periodic Tenancy (unless MSD has given it prior written approval to the Tenancy being a fixed term Tenancy); and
 - (iii) complies with the requirements of this Agreement,
- is in place between the Provider and the Tenant at all times during the Tenancy.
- (d) **Helpdesk:** The Provider must maintain a 24/7 telephone contact point, with a freephone number.
- (e) **Inspections:** The Provider is to, in accordance with the Policies, take all reasonable steps necessary to complete a minimum of two inspections for each Property every Year. Each inspection must:
- (i) in relation to the Property:
 - (A) check that the Property is in a state of repair that complies with the requirements in the Property Management Requirements;
 - (B) ascertain and record all visible and notified defects (including damage);
 - (C) check that the Property is in a state of repair that complies with all applicable Laws;
 - (D) check that all health and safety risks at the Property are being appropriately managed; and
 - (E) check that all smoke alarms in the Property are in good working order; and
 - (ii) in relation to the Tenancy, undertake the Tenancy-related checks as specified in the Policies,

and, for the avoidance of doubt, the Property element and the Tenancy element of the inspection may be conducted at separate times except that an inspection will not have been completed until both of those elements of the inspection have been completed.

- (f) **Tenant meetings and engagement:** The Provider is to comply with the:
- (i) Policies in relation to:
 - (A) handling any request from a Tenant where the Tenant wishes to meet with the Provider, to discuss any issues that have arisen in relation to the Tenancy that the Tenant wishes to discuss with the Provider; and
 - (B) arranging and facilitating other regular engagement with Tenants that the Provider is required to have with Tenants as required by the Policies.
 - (ii) Policies in relation to handling any Tenant Complaint or Tenant Incident. For the purpose of this paragraph:
 - (A) **Tenant Complaint** means an expression of dissatisfaction, usually about service, staff, behaviour or surroundings received by the Provider from a Tenant (either verbally or in writing); and
 - (B) **Tenant Incident** means an event on the Property occupied by the Tenant that:
 - (I) impacts on the safety of Provider personnel, Tenants or the physical security to the Property and other assets; or
 - (II) results (or could have resulted) in a Tenant experiencing pain or discomfort or visiting a doctor, physiotherapist or hospital.
 - (g) **Complaints and incidents:** The Provider is to comply with the Policies in relation to responding to and, as applicable, addressing any complaints made or incidents notified to the Provider or MSD by a member of the public or a neighbour of a Tenant about the behaviour (including anti-social behaviour) of any:
 - (i) Tenant;
 - (ii) resident of a Property; or
 - (iii) visitor to a Property.
 - (h) **Enforcing maximum occupancy requirements:** The Provider is to:
 - (i) take all reasonable steps and otherwise comply with the overcrowding sections of the Policies to ensure that the maximum occupancy level for a Property is not exceeded. The **Maximum Occupancy Level** for a Property is the lesser of:



- (A) the aggregate of:
 - (I) two persons per bedroom in the Property; and
 - (II) one person,
- (B) (e.g. if a Property has three bedrooms the Maximum Occupancy Level under this paragraph would be seven persons); and
- (C) any lower maximum number of occupants specified in the Tenancy Agreement for the Property; and

provided that notwithstanding the above, the following restrictions also apply and accordingly may limit the maximum number that would otherwise have been permissible under (A) or (C) above:

- (D) children aged 10 years or older should not share a bedroom with a person of the opposite sex;
 - (E) children aged less than 18 years of the same sex may share a bedroom;
 - (F) single adults should have a separate bedroom; and
 - (G) couples (including parents) should share a bedroom but should have a separate bedroom to other persons;
- (ii) where the Provider discovers that the Maximum Occupancy Level for a Property has been and is continuing to be exceeded, take appropriate action, including as required by the overcrowding sections of the Policies, to ensure that the number of persons residing in the Property is brought back in line with the Maximum Occupancy Level for the Property as soon as possible.
- (i) **Subletting:** The Provider is to:
 - (i) not approve a Tenant subletting a Property to any person;
 - (ii) take all reasonable steps to ensure that a Tenant does not sublet a Property to any person; and
 - (iii) take all reasonable steps to rectify any subletting that may occur.
 - (j) **Suspected Housing Fraud:** The Provider is to:
 - (i) give written notice to MSD immediately upon the Provider becoming aware of any Suspected Housing Fraud through the contact for reporting suspected housing fraud as provided by MSD from time to time, initially as outlined in paragraph 5(a) (MSD contacts) and by using the template form for reporting Suspected Housing Fraud as provided by MSD from time to time;

- (ii) provide all reasonable assistance and cooperation to MSD in order to assist MSD in any investigation being conducted by MSD into Suspected Housing Fraud;
 - (iii) acknowledge, in the Provider's Service Records, receipt of any fraud report that MSD makes available to the Provider following its investigations into Suspected Housing Fraud; and
 - (iv) keep a written record of any actions to be taken by (or confirmation that no action will be taken), and any action that is taken, by the Provider, in response to any fraud report provided by MSD so that MSD can view such record as part of the Provider's Service Records.
- (k) **Child abuse and family violence:** The Provider is to:
- (i) as a provider of children's services in accordance with the Vulnerable Children Act (in the opinion of the chief executive of MSD):
 - (A) adopt a child protection policy that complies with the requirements set out in section 19 of the Vulnerable Children Act;
 - (B) keep that child protection policy under review during the Contract Term in accordance with, and at the frequency required by, section 16(a)(iii) of the Vulnerable Children Act;
 - (C) make a copy of its child protection policy available to MSD, and provide any updated versions of such policy to MSD during the Contract Term as soon as the policy is updated in final form; and
 - (D) implement its child protection policy.
 - (ii) inform the appropriate authority (as at the Commencement Date, being Oranga Tamariki, the Ministry for Vulnerable Children or the New Zealand Police, as applicable) immediately upon the Provider becoming aware of the occurrence or possible occurrence of family violence (no matter how serious) either:
 - (A) at a Property, or that has or may have been inflicted by or on, a Tenant or any other person residing at, or visiting, a Property; or
 - (B) otherwise notified to the Provider by any person.
 - (iii) provide all reasonable assistance and cooperation to the relevant authority investigating any potential or actual child abuse or family violence that may have occurred, in order to assist that agency with its investigations.
- (l) **Tenant absences:** The Provider is to:
- (i) take reasonable steps to ensure that it has received written notice from the Tenant where the Tenant is planning to be absent from the Property it is Tenanted for more than eight weeks; and

- (ii) give notice to MSD through the MSD Public Housing Client System, on any such notice received from a Tenant, within one Business Day of receipt of the Tenant notice.

(m) **Tenant disputes**

- (i) Except in the case of Abandonment or a significant irredeemable breach of the Tenancy Agreement or the Residential Tenancies Act (being a significant health and safety breach) by the Tenant, the Provider is to act in accordance with the Policies to resolve any Tenant Dispute that arises with the Tenant including taking all necessary steps outlined in the Policies before making an application to the Tenancy Tribunal or terminating the Tenancy Agreement.
- (ii) For the purpose of paragraph 3(m)(i), **Tenant Dispute** means, a party to a Tenancy Agreement has raised an issue with compliance by the other party to that Tenancy Agreement regarding the Tenancy Agreement or relevant Laws (such as the Residential Tenancies Act or Privacy Act 1993).

(n) **Tenant transfers**

- (i) **Tenant-initiated transfer:** Where a Tenant makes a request of the Provider to transfer to a different Property for any reason, including because of a change in the Tenant's circumstances:
 - (A) the Provider is to:
 - (I) take all reasonable steps to manage the Tenant's expectations about the prospect of relocation, as the Tenant may not be able to transfer where the Tenant is already suitably housed;
 - (II) before initiating the transfer process, explore all other reasonably viable solutions that could address the Tenant's underlying reason for the Tenant's request to transfer;
 - (III) document, in a written form, the Tenant's request to transfer, including the date the request was made and the reason for the request; and
 - (IV) ensure that it explains the requirements and rules for the tenant transfer process to the Tenant in a way that reasonably enables the Tenant to understand such requirements; and
 - (B) once the steps outlined in paragraph 3(n)(i)(A) have been completed:
 - (I) notify the Tenant of how the Tenant can contact MSD to request a reassessment, so that a needs assessment can be undertaken by MSD in relation to the Tenant;
 - (II) notify the Tenant that where a request is made of MSD by the Tenant, that MSD will conduct a needs assessment to determine whether the Tenant should be placed back on MSD's public

housing register for a new Property, and that if the Tenant is placed back on MSD's public housing register there is no guarantee that the Tenant will be first in line to receive the next suitable Property that becomes Vacant, as the Tenant's needs will be considered in light of the needs of other Clients that MSD refers to the Provider for such a Vacant Property; and

- (III) document in written form that the Provider has notified the Tenant how it may contact MSD directly; and
- (C) otherwise comply with the parts of the Policies that are relevant to Tenant-initiated transfers.
- (ii) **Provider-initiated transfer – work to Property and other reasons not connected with a Tenant's change in circumstances:** Where the Provider wishes to transfer a Tenant to another Property and the reason for the proposed transfer is that the Provider wishes to undertake maintenance, redevelopment, refurbishment or reconfiguration of the Property or for any other reason not connected to a Tenant's change in circumstances:
 - (A) the proposed transfer must be necessary and desirable;
 - (B) the Provider must identify a suitable alternative Property that is appropriate to the Tenant's housing needs to offer to the Tenant (on a permanent or short-term basis, as applicable). The alternative Property should be as similar to the Property that the Tenant is currently living in as is possible (including the number of bedrooms, the Tenant-specific modifications required, and (within reason) the location of the Property), unless otherwise agreed with MSD;
 - (C) the Provider must have MSD's prior written consent to undertake the transfer, including MSD's consent to the Property that the Tenant will transfer to;
 - (D) where the work:
 - (I) can be undertaken in the short term (within 120 days), an alternative Property may be made available to the Tenant on a short, fixed-term basis to allow the work to be undertaken before a transfer can occur; and
 - (II) cannot be undertaken in the short term (within 120 days), the Provider may make an alternative Property available to the Tenant on a permanent basis; and
 - (E) where a transfer is to occur, the Provider is required:
 - (I) to facilitate the transfer by placing the Tenant on future shortlists for Available Vacant Properties that are appropriate to the Tenant's housing needs as a Provider-identified suitable Client;



- (II) to assess that Tenant's suitability to be selected for placement in an Available Vacant Property against the needs of other Clients on the shortlist for that Property in accordance with the Policies;
- (III) to apply the process in Annexure 1 (Tenancing Vacant Properties process) to these Tenancy Management Requirements, where that Tenant is to be offered a different Property;
- (IV) to act consistently with the Policies when selecting a new Property for the Tenant to move in to, including ensuring that the needs of any other Client on a shortlist for the proposed Property are taken into account before assigning the Property to the Tenant;
- (V) to make the Tenant aware of the pending works (if applicable) at the time the Property is offered to the Tenant (if known at that time), or as soon as possible once pending works are decided;
- (VI) to outline the options available to the Tenant in the circumstances (such as the Tenant returning to the same Property after the works (if applicable) have been completed or transferring permanently to a new Property);
- (VII) to make an offer of a new Property to the Tenant (on a permanent or short-term basis, as applicable), in writing. This notice must clearly specify whether the new Property is a temporary or permanent solution;
- (VIII) to arrange (at the Provider's cost) for the Tenant to view the new Property before the Tenant makes a decision on whether to accept the Provider's offer;
- (IX) if the Tenant accepts the Provider's offer or if the Tenant does not accept the Provider's offer but the Provider otherwise exercises any rights it has in accordance with the HRTM Act and the Residential Tenancies Act to require the Tenant to move to an alternative Property, to arrange for (and pay for all reasonable costs associated with) the Tenant to be relocated to the new Property. Such costs include reasonable removal costs, costs associated with disconnecting and arranging a new connection of telephone, power, gas and cable television, storage costs (if required) and skip bins for rubbish removal (if required);
- (X) where the Tenant is to return to the original Property once work on that original Property has been completed, when it is time for the Tenant to move back to the original Property, to arrange for (and pay for all reasonable costs associated with) the Tenant relocating back to the original Property. Such costs include reasonable removal costs, costs associated with disconnecting

and arranging a new connection of telephone, power, gas and cable television, storage costs (if required) and skip bins for rubbish removal (if required); and

(XI) notify MSD of the transfer having occurred through the MSD Public Housing Client System; and

(F) the Provider must otherwise comply with the parts of the Policies that are relevant to Provider-initiated transfers,

and for the avoidance of doubt, this paragraph 3(n)(ii) shall continue to apply even if the Provider discovers, once it commenced the process of deciding to initiate a Provider-initiated transfer under this paragraph, that the Tenant has also had a change in circumstances.

(iii) **Provider-initiated transfer – change in Tenant circumstances:**

Where the Provider wishes to transfer a Tenant to another Property for reasons relating to a change in circumstances of the Tenant:

(A) the Provider must give notice to MSD of this change in accordance with paragraph 2 (Change in Tenant's circumstances affecting housing need) of Annexure 2 (Tenant and Tenancy changes and notifications) to these Tenancy Management Requirements so that MSD can reassess the Tenant's needs;

(B) following MSD's reassessment of the Tenant's housing needs, if the Provider wishes to transfer the Tenant to a different Property, the Provider:

(I) shall facilitate the transfer by placing the Tenant on future shortlists for Available Vacant Properties that are appropriate to the Tenant's housing needs as a Provider-identified suitable Client;

(II) shall assess that Tenant's suitability to be selected for placement in an Available Vacant Property against the needs of other Clients on the shortlist for that Property in accordance with the Policies; and

(III) otherwise apply the process in Annexure 1 (Tenancing Vacant Properties process) to these Tenancy Management Requirements, where that Tenant is to be offered a different Property;

(C) the Provider must have MSD's prior written consent to undertake the transfer, including MSD's consent to the Property that the Tenant will transfer to; and

(D) the Provider must otherwise comply with the parts of the Policies that are relevant to Provider-initiated transfers.

- (iv) **Transfer to another housing provider:** The Provider must not transfer a Tenant to a property owned or managed by someone other than the Provider without MSD's prior written consent, such consent being given or not given at MSD's absolute discretion. MSD's consent may be given subject to any conditions MSD thinks fit.

(o) **Managing join-ins**

- (i) The Provider must, when it receives a Join-in Request from a Tenant:
 - (A) consider the Join-in Request;
 - (B) consider whether the Join-in Request, if granted, would pose any safety risk to MSD, the Provider or the local community;
 - (C) consider whether the Join-in Request, if granted, would give rise to any overcrowding issues. For the purpose of this paragraph 3(o)(i)(C), if the Maximum Occupancy Level for the Property would be exceeded if the Join-in Request was granted, this is deemed to be an overcrowding issue and the Join-in Request must be declined;
 - (D) decide, after considering the matters outlined in paragraphs 3(o)(i)(A), 3(o)(i)(B) and 3(o)(i)(C), whether it agrees to the Join-in Request and notify the Tenant of the outcome and next steps; and
 - (E) if the Provider agrees to the Join-in Request, refer the Join-in Request to MSD through the MSD Public Housing Client System for assessment and a decision as to whether to approve the Join-in Request.
- (ii) Where the Provider has referred a Join-in Request to MSD in accordance with paragraph 3(o)(i)(E) and MSD:
 - (A) approves the Join-in Request, the Provider will:
 - (I) amend the Tenancy Agreement to add the name of the new Tenant; and
 - (II) within one Business Day of the Tenancy Agreement being amended to add the name of a new Tenant, notify MSD, through the MSD Public Housing Client System; or
 - (B) does not approve the Join-in Request, the Provider will notify the Tenant of this decision and must not amend the Tenant's existing Tenancy Agreement to add the name of any new tenant.
- (iii) Where the Provider does not agree to the Join-in Request or MSD does not approve the Join-in Request, the Provider may consider utilising the Tenant transfer process in accordance with paragraph 3(n) (Tenant transfers).
- (iv) The Provider must make any MSD policy on join-ins that MSD provides to the Provider from time to time, freely and easily available to all Tenants.

- (p) **Tenancy releases:** Where a Tenant wishes to be released from a Joint Tenancy:
- (i) a release shall only occur if the Provider consents. However, the Provider must not withhold its consent unless there are genuine reasons that warrant refusing consent;
 - (ii) the Provider shall not, unless exceptional circumstances apply (such as Suspected Housing Fraud), refuse to give consent on the basis that the Tenant that is requesting to be released from the Joint Tenancy intends to remain living in the Property as an additional occupant;
 - (iii) the Provider must, if a person is released from being a Tenant under a Joint Tenancy and they will continue to remain living in the Property, advise that person that they will no longer enjoy the rights that come with being a Tenant (for example, that they will only be able to remain living in the Property for so long at the remaining Tenant(s) consents and will have no right to remain living in the Property if the remaining Tenant(s) die); and
 - (iv) the Provider must, where it has agreed to release a person from a Joint Tenancy, notify MSD of the release through the MSD Public Housing Client System, within three Business Days of such release taking effect.
- (q) **Death of Tenant:** Where:
- (i) a Joint Tenancy is in place and one Tenant passes away, the Provider is to:
 - (A) where the Provider is advised of the death by a remaining Tenant, or has received notification of the death from MSD, allow one week to pass from the date of receiving such notice (whichever notice is provided earlier) before contacting the remaining Tenant(s), except in cases of emergency;
 - (B) unless MSD has been the one to notify the Provider of the death, provide notice to MSD of the death within one Business Day of becoming aware of the death; and
 - (C) where the Property may no longer be suitable for the remaining Tenant(s) as a result of the death of one of the Tenants:
 - (I) notify MSD of this fact in accordance with paragraph 1 (Change in Tenant's circumstances affecting IRR) and/or paragraph 2 (Change in Tenant's circumstances affecting housing need) of Annexure 2 (Tenant and Tenancy changes and notifications) to these Tenancy Management Requirements (as applicable); and/or
 - (II) consider, in consultation with MSD, utilising the Tenant transfer process in accordance with paragraph 3(n) (Tenant transfers).
 - (ii) a Sole Tenancy is in place and the Tenant passes away, the Provider:

- (A) is to, if there are no other occupants residing in the property, issue a 21 day notice to vacate the property to the appropriate person e.g. next of kin, executor of estate, solicitor;
- (B) if there are occupants still residing in the property, allow 10 working days from the date of the notification before contacting the household to arrange a time to meet. The meeting must take place within five working days of contacting the household. If the occupants are unwilling to meet, you should issue a 21 day notice to vacate the property. The meeting with the household is to offer your condolences and discuss the next steps including a date to end the tenancy. The tenancy end date can be up to a maximum of five weeks from the date of the meeting. If the occupants are in need of social housing and would like to stay in the property, you should support them with their application for social housing with the Ministry. This may include contacting the Ministry to arrange a social housing assessment and assisting them to provide the relevant documents required. In these cases, the household is not required to complete the screening process and should be booked in for a social housing assessment within five working days of making contact with the Ministry. Immediately following the meeting, you must send a letter to the household that outlines what was discussed and the agreed tenancy end date. A copy of this letter should also be provided to the Ministry to support the household's application for social housing. Note the tenancy end date should allow for the application process to be completed, that is, 20 working days from the assessment date;
- (C) is responsible for continuing to collect the Rent Amounts from the deceased's estate until the Tenancy Agreement terminates (whichever is earlier).
- (r) **Terminating Tenancy:** The Provider is to, when a Tenancy is terminating:
- (i) for any reason other than because the Provider has received a notice from MSD in accordance with paragraph 3(a) (Tenancy review and ineligibility of Tenant as Client) of Annexure 2 (Tenant and Tenancy changes and notifications) to these Tenancy Management Requirements, discuss with the Tenant the possibility that MSD may consider the Tenant to no longer be eligible to be a Client and may not be re-listed by MSD on its Public Housing register;
 - (ii) if appropriate, provide the Tenant with a Statement of Satisfactory Tenancy;
 - (iii) undertake an inspection of the Property and complete a Property condition Report to MSD; and
 - (iv) give notice to MSD in accordance with paragraph 8 (Notifying MSD of terminating Tenancy) of Annexure 2 (Tenant and Tenancy changes and notifications) to these Tenancy Management Requirements.

- (s) **Abandoned Tenancies:** Where there has been an Abandonment of a Property, the Provider is to ensure that the Property is Vacant from the earlier of the date upon which a possession order (as defined in the Residential Tenancies Act) is granted or would reasonably have been granted by the Tenancy Tribunal had the Provider applied to the Tenancy Tribunal for an order pursuant to section 61(1) of the Residential Tenancies Act as soon as the Provider had become aware, or ought reasonably to have become aware, of the Abandonment.
- (t) **Family Services Directory:** The Provider will ensure that it is listed in MSD's Family Services Directory (<http://www.familyservices.govt.nz/directory>) and that the 'Necessary Information' is updated whenever such information changes.
- (u) **Tenancy reviews:** The Provider:
 - (i) will provide reasonable assistance to MSD in relation to any tenancy review being conducted by MSD to confirm whether a Tenant has had a change in circumstances that warrants a change to the Tenant's eligibility for Public Housing. Such reasonable assistance includes:
 - (A) providing relevant information about a Tenant or a Tenancy to MSD; and
 - (B) responding to MSD's reasonable queries about a Tenant or a Tenancy.
 - (ii) shall keep a record, as part of its Service Records, of:
 - (A) any tenancy review outcome or report about a Tenant that is notified or made available to the Provider by MSD; and
 - (B) any action that the Provider takes in respect of a Tenancy as a result of the information provided by MSD following its completion of a tenancy review.

4. **Systems**

- (a) **General responsibilities:** The Provider:
 - (i) is responsible for ensuring that the Provider's information technology systems and relevant Provider personnel can access any MSD Public Housing Client System that is able to be accessed over the internet, including by ensuring that the Provider or relevant Provider personnel have established any access account needed to access the MSD Public Housing Client System (for example, a RealMe account);
 - (ii) is to ensure the integrity and security of the Provider's information technology system and network communications (including all software, services and hardware);
 - (iii) is to exercise all due care in the access to and use of the MSD Public Housing Client System;

- (iv) is to access and use the MSD Public Housing Client System only for lawful purposes and in accordance will all access and security restrictions that apply to the MSD Public Housing Client System, and all applicable Laws;
 - (v) is to ensure that Provider personnel that use the MSD Public Housing Client System are sufficiently trained and only have access to the MSD Public Housing Client System to the extent required to perform their duties;
 - (vi) is to comply with any instructions with respect to accessing and using the MSD Public Housing Client System notified to the Provider from time to time, including with respect to MSD's user policies, privacy and security procedures;
 - (vii) is to immediately notify MSD of any problems or issues that arise in relation to the MSD Public Housing Client System; and
 - (viii) is to de-provision an individual's MSD Public Housing Client System user account login when that individual ceases to be Provider personnel.
- (b) **Maintenance and support:** The Provider:
- (i) acknowledges that MSD and/or its suppliers may, from time to time, make MSD's primary MSD Public Housing Client System unavailable for certain periods of time in order to conduct repairs to, or maintain, replace, upgrade, or inspect the MSD Public Housing Client System. The Provider acknowledges and agrees that some or all of MSD's primary MSD Public Housing Client System will be unavailable during any period of maintenance and that the Provider may be asked to utilise MSD's secondary back-up MSD Client System during this period of unavailability.
 - (ii) agrees that paragraph 4(b)(i) does not prejudice or derogate from the Provider's rights or obligations under this Agreement (including to any extension that the Provider may be entitled to where MSD has failed to comply with its obligations under this Agreement).
- (c) **Training:** The Provider will be responsible for providing all required training to Provider Personnel in respect of the MSD Public Housing Client System to the extent required for the performance of the Tenancy Management Services.

5. Operational issues and contacts

- (a) **MSD contacts:** Where the Provider encounters any operational issue or has an operational query in relation to these Tenancy Management Requirements, such as an issue with the MSD Public Housing Client System, the Provider should contact the appropriate MSD contact as notified to the Provider from time to time. As at the Commencement Date, the contacts for operational issues relating to these Tenancy Management Requirements are:

- (i) for operational queries or assistance relating to the MSD Public Housing Client System:

Contact	Contact details
[TBC]	Email: GNL_provider_support@msd.govt.nz

- (ii) for assistance in relation to any Client-focussed MSD processes:

Contact	Contact details
[TBC]	Mobile: [insert]
Primary contact: [insert name]	Landline: [insert]
[insert position]	Email: [insert]

- (iii) to report Suspected Housing Fraud:

Contact	Contact details
MSD (either online or through the allocated phone number).	Online through the applicable page on the MSD website (contact details to report Suspected Housing Fraud are listed on the general contacts page on MSD's website).

- (iv) for any other issue or query, the Provider should contact MSD's Representative.

6. Definitions and interpretation

- (a) **Definitions:** In these Tenancy Management Requirements, unless the context otherwise requires:

Abandonment means that a Tenant can be reasonably considered to have abandoned a Property with no intention to comply with the Tenancy Agreement relating to that Property, despite having given no notice of termination of the Tenancy Agreement;

Bond Amount means the bond as defined in the Residential Tenancies Act;

Child Sex Offender means a child sex offender as that term is defined in section 182B of the Corrections Act 2004;

Join-in Request means that an existing Tenant makes a request of the Provider that another person or household member be added as a named tenant in the Tenancy Agreement;

Joint Tenancy means that there are two or more individuals named as joint tenants in a Tenancy Agreement;

Policies means the policies and procedures applicable to the operation and management of the Services to be prepared and provided to MSD and approved by MSD prior to the Commencement Date of the relevant Services Agreement, and that must include:

- (i) a programme that sets out the manner in which the Provider will monitor its own performance in its delivery of the Property Management Services and Tenancy Management Services, including in relation to:
 - (A) complaints, incidents and disputes;
 - (B) debt collection;
 - (C) inspections;
 - (D) tenant anti-social behaviour;
 - (E) tenant damage;
 - (F) tenant engagement;
 - (G) tenant overcrowding and property underutilisation;
 - (H) child protection;
 - (I) tenant placement; and
 - (J) tenant transfer; and
- (ii) all the other documents and information required to be prepared and included as a Policy in accordance with the requirements of the Operational Manual, these Tenancy Management Requirements and the Property Management Requirements;

Rent Amount means the IRR or any amount that is less than the IRR where section 92(5) of the HRTM Act applies;

Rent in Advance Amount means any Rent Amount that is payable in advance of the start of the Tenancy (such amount being in compliance with the requirements of the Residential Tenancies Act);

Statement of Satisfactory Tenancy means a positive letter of referral from the Provider;

Suspected Housing Fraud means the possible occurrence of:

- (i) a Client not having declared that they have a partner;
- (ii) a Client not having declared any income they have received or may be receiving on an ongoing basis;
- (iii) a Client having supplied information to MSD when applying to become a Social Housing Client or at any other time, that differs to the information provided by the Social Housing Client to the Provider, on the Tenancy Agreement or otherwise, or is in any way misleading or false;
- (iv) a Client failing to inform MSD of circumstances that may affect their income related rent, their ongoing eligibility for social housing or their need for the particular social housing they are currently housed in;
- (v) the Client having sublet a Property; or
- (vi) any situation analogous to those in paragraphs (i) to (v) above; and

Tenancy Start Date means the date that the Tenancy will commence in accordance with the Tenancy Agreement.

- (b) **Interpretation:** capitalised terms used but not defined in these Tenancy Management Requirements shall have the meaning given to them in the Relationship Agreement, or the meaning given to them in the relevant Services Agreement (as applicable).



Annexure 1: Tenanting Vacant Properties process

1. Notifying MSD of impending Vacancy

- (a) **Issuing Vacancy Notice:** Where a Property is, or is due to become, an Available Vacant Property, the Provider will notify MSD, in writing through the MSD Client System, of the impending or actual Available Vacant Property (a **Vacancy Notice**). The Vacancy Notice must specify the Property to which the Vacancy Notice relates, the date that the Property is due to become an Available Vacant Property and must contain the other information required by paragraph 1(b) of this Annexure 1.
- (b) **Contents of Vacancy Notice:** A Vacancy Notice provided in accordance with paragraph 1(a) of this Annexure 1 must set out as much detail as possible about the Property that will become Vacant in order to assist MSD in identifying a shortlist of suitable Clients. The Vacancy Notice must be accurate and must include, but is not limited to, the following information:
- (i) the reference for the Property, including (until no longer required by MSD) the required prefix supplied by MSD in respect of the Properties;
 - (ii) the date that the Property will be an Available Vacant Property or commenced being an Available Vacant Property;
 - (iii) population of the 'market rent' field in the MSD Public Housing Client System for the Property;
 - (iv) physical details of the Property (such as number of bedrooms, parking, insulation, heating, double glazing, etc.);
 - (v) access and layout (such as whether the Property has multiple floors);
 - (vi) special features of the Property (such as wheelchair access, disability modifications for bathrooms, kitchens etc.);
 - (vii) whether the Property is Modified, Modifiable or Not Modifiable, where:
 - (A) **Modified** means the Property has been modified to include mobility support features;
 - (B) **Modifiable** means the Property can be modified to include mobility support features; and
 - (C) **Not Modifiable** means the Property will not be modified to include mobility support features;
 - (viii) address and location of the Property (such as proximity to busy roads, public walkways, social services, shops, schools, public transport, unfenced waterways (rivers etc.); and

- (ix) only, in limited circumstances and in accordance with the overriding principle in paragraph 2(b) (Tenant placement principle) of these Tenancy Management Requirements, preferred tenant characteristics.

2. Using Initial Shortlist to select suitable Clients

(a) Initial Shortlist

- (i) Within one Business Day following receipt of a Vacancy Notice, MSD will provide the Provider with a shortlist of up to 30 suitable Clients through the MSD Client System (**Initial Shortlist**). The Initial Shortlist will identify:
 - (A) names and date of birth of all applicable persons (applicants);
 - (B) names and date of birth of all household members included in each Client's application;
 - (C) number of bedrooms required;
 - (D) the Priority Rating for each Client including indicating whether a Client is a Fast Track Priority Client;
 - (E) preferred letting locality areas (i.e. areas where the Client needs to live),and may also identify:
 - (F) a property modification indicator for the Property;
 - (G) health and disability conditions of the Client;
 - (H) special requirements (e.g., modified housing); and
 - (I) risk indicators about an individual or household (e.g., aggressive behaviour etc.).
- (ii) When a Vacancy Notice has been provided or after receipt of the Initial Shortlist from MSD, the Provider:
 - (A) may, through the MSD Client System and before using the Initial Shortlist, but only where permitted by the terms of these Tenancy Management Requirements (including the Policies), add additional names of its own identified suitable Clients (being only those Clients that are already Tenants of the Provider and who have been referred to MSD for reassessment of their Public Housing needs) to the Initial Shortlist, and the information set out in paragraph 2(a)(i) of this Annexure 1 will be provided by MSD within one Business Day for those additional Clients; and
 - (B) must, at any time where MSD identifies that there is a Client in urgent need, add the name of that other Client that MSD requests be

added as an additional MSD-referred suitable Client, to the Vacancy listing or Initial Shortlist, and the information set out in paragraph 2(a)(i) of this Annexure 1 will be provided by MSD within one Business Day for those additional Clients.

(iii) Where any Initial Shortlist:

- (A) does not identify any suitable Clients to include on an Initial Shortlist; or
- (B) is not made available to the Provider in accordance with paragraph 2(a)(i) of this Annexure 1, and provided:
 - (I) the Provider has checked the information provided in its original Vacancy Notice and has refreshed this information to limit the number of details provided about the Property to only those mandatory fields required in the MSD Client System, and the refreshed Initial Shortlist continues not to identify any suitable Clients;
 - (II) the Provider has followed up with MSD's Representative within two Business Days of the Vacancy Notice being issued to MSD; and
 - (III) an Initial Shortlist has still not been provided by MSD within three Business Days following receipt of a Vacancy Notice,

the Provider will notify MSD in writing through the MSD Client System and MSD will contact the Provider to seek any necessary details about the Property vacancy (which the Provider is to promptly make available to MSD) and:

- (C) MSD will provide a manual shortlist for the Provider's use and the Provider is to use this manual shortlist to fill the Available Vacant Property; or
- (D) if MSD is unable to make a manual shortlist available to the Provider within one Business Day of the Provider giving such notice to MSD, the Provider is to then issue a new Vacancy Notice for the Property within the following 10 Business Days, and if the Provider:
 - (I) has complied with this obligation, the Property will be deemed not to have triggered the second Unavailability Criterion in Schedule 4 of the Services Agreement (if applicable) during this 10 Business Day period and for another 26 Business Days thereafter; or
 - (II) has not complied with this obligation, the Property will be deemed to have triggered the second Unavailability Criterion in Schedule 4 of the Services Agreement (if applicable) from the date that this 10 Business Day period ends.



(b) **Making Referral Request for suitable Client**

- (i) The Provider will use the Initial Shortlist to give suitable priority to those Clients that MSD has indicated as being Fast Track Priority Clients, followed by Clients who have been assigned a high priority rating by MSD and shall otherwise apply the Policies, for the purpose of selecting one suitable Client that it wishes to contact for the purpose of arranging a meeting.
- (ii) Once the Provider has complied with paragraph 2(b)(i) of this Annexure 1 it will notify MSD (through the MSD Public Housing Client System) of which suitable Client(s) the Provider considers to be most suitable and requires further information about in order to make contact with the suitable Client for the purpose of arranging an interview or other meeting (**Referral Request**).
- (iii) Within one Business Day of receipt of a Referral Request (or three Business Days where the Provider has made a Referral Request in respect of a Child Sex Offender, MSD will, through the MSD Public Housing Client System, either:
 - (A) make a referral to the Provider enabling the Provider to make contact with that suitable Client (a **Referral**), in which case the following information will be provided by MSD to the Provider:
 - (I) contact information (phone number) for the suitable Client; and
 - (II) the Client's provisional IRR; or
 - (B) decline making a Referral where the suitable Client is no longer a suitable Client.
- (iv) Where MSD declines making a Referral in accordance with paragraph 2(b)(iii)(B) of this Annexure 1, the Provider is to immediately select another suitable Client from the Initial Shortlist and make a new Referral Request to MSD.
- (v) The Provider is to apply the Policies and is to make an offer to a suitable Client within two Business Days of receiving a Referral in respect of that suitable Client. If an offer has not been made within this timeframe, the Provider is to notify MSD through the MSD Client System and (unless MSD agrees otherwise) make a new Referral Request.

(c) **Making offers to suitable Clients on Initial Shortlist**

- (i) Before making an offer of a Property to a suitable Client the Provider is to have:
 - (A) matched a suitable Client listed on the Initial Shortlist to the Vacant or soon to be Vacant Property and received a Referral for that suitable Client;

- (B) where the suitable Client is a Child Sex Offender, been given express approval by MSD to house that Client in the Property and such approval:
 - (I) will not be given by MSD unless the Department of Corrections (with the approval of the New Zealand Police, New Zealand Parole Board or similar authority (as applicable)) has given approval; and
 - (II) will be given (or not given as the case may be) by MSD within three Business Days of the Provider making a Referral Request of MSD through the MSD Client System. If approval has not been given by MSD within this timeframe, the Provider may assume that approval will not be given by MSD; and
- (C) arranged for the suitable Client to have viewed the Property;
- (ii) The Provider must, at the time of offering a Property to a suitable Client:
 - (A) give the suitable Client notice that they have two Business Days (or such other longer period as may be approved by MSD in its absolute discretion) to accept or reject the Property from the time that the offer was made, otherwise the Provider will assume that the offer has been declined by the suitable Client; and
 - (B) notify MSD (through the MSD Client System):
 - (I) of which suitable Client from the Initial Shortlist has been offered the Property (the **Offeree**); and
 - (II) of whether the Offeree requires financial assistance from MSD to pay the Bond Amount and the Rent in Advance Amount.
- (iii) If the Offeree does not accept the Property (or subsequently withdraws its acceptance of an offer or does not agree to enter into a Tenancy Agreement) within two Business Days of receiving the offer of the Property from the Provider, the Provider must:
 - (A) within one Business Day of the Provider's offer being declined, notify MSD (through the MSD Client System) of the offer being declined by an Offeree, including the reason for the Offeree declining; and
 - (B) unless the Initial Shortlist can no longer be used in accordance with paragraph 2(c)(v) of this Annexure 1, offer the Property to another suitable Client on the Initial Shortlist within five Business Days of receiving the notification of rejection from the Offeree.
- (iv) If that second offer is also not accepted, the Provider is to continue to make offers of the Property to suitable Clients on the Initial Shortlist by completing the steps outlined in paragraphs 2(b), 2(c)(i), 2(c)(ii) and (if applicable 2(c)(iii)) of this Annexure 1, until an offer is accepted by a

suitable Client or an Initial Shortlist is no longer able to be used in accordance with 2(c)(v) of this Annexure 1 (whichever is sooner).

- (v) The Initial Shortlist may be used by the Provider for a period of 15 Business Days from the Provider's receipt of the Initial Shortlist. Thereafter, the Provider is not to arrange interviews with, or offer a Property to, the suitable Clients on the Initial Shortlist, and paragraph 3 (Using Refreshed Shortlist to select suitable Clients) of this Annexure 1 shall then apply.
- (vi) Where the Provider has exhausted making offers to all suitable Clients on the Initial Shortlist but all offers have been declined (and the Provider has notified MSD of the declined offers), withdrawn in accordance with this Agreement, or a Client is determined to be genuinely unsuitable by the Provider (as permitted in the Policies) and has been identified as such in the MSD Client System, the Provider shall refresh the Initial Shortlist and continue making offers to the new suitable Clients on the updated Initial Shortlist.

3. Using Refreshed Shortlist to select suitable Clients

(a) Refreshed Shortlist

- (i) Where no suitable Client listed on the Initial Shortlist has accepted an offer of a Property made by the Provider within 15 Business Days of the Provider's receipt of the Initial Shortlist from MSD, the Provider must, through the MSD Client System:
 - (A) review the original information submitted by the Provider about the Property in the Vacancy Notice and update this as required;
 - (B) identify any Client that has rejected a Provider's offer of the Property; and
 - (C) request a Refreshed Shortlist of suitable Clients from MSD (a **Refreshed Shortlist Request**).

For the avoidance of doubt, the only circumstances in which the Provider may identify a Client as being unsuitable through the MSD Client System is when the Client has previously rejected an offer of the Property made by the Provider, where the Provider has withdrawn an offer of the Property for any reason set out in paragraph 4(a)(ii) of this Annexure 1, or as permitted in the Policies.

- (ii) Within one Business Day following receipt of a Refreshed Shortlist Request, MSD will provide the Provider with a refreshed shortlist of up to 30 suitable Clients (a **Refreshed Shortlist**). The Refreshed Shortlist will contain the information specified in paragraph 2(a)(i) of this Annexure 1 and may contain some or all of the same suitable Clients as were contained on the Initial Shortlist.

- (iii) Each Refreshed Shortlist will remain current for 15 Business Days. Thereafter, the Provider is not to arrange interviews with, or offer a Property to, the suitable Clients on that Refreshed Shortlist.
- (iv) The Provider may request as many Refreshed Shortlists from MSD as required provided that the Provider may only request a Refreshed Shortlist once a previous Refreshed Shortlist is no longer current or the Provider has exhausted the list of names on the Refreshed Shortlist as a result of genuine unsuitability (as permitted in the Policies) or declined offers or offers withdrawn in accordance with this Agreement. Each Refreshed Shortlist will be provided by MSD within the timeframe specified in paragraph 3(a)(ii) of this Annexure 1 and will contain the information specified in paragraph 2(a)(i) of this Annexure 1.
- (v) The provisions in paragraph 2(a)(iii) of this Annexure 1 apply in respect of any Refreshed Shortlist, with necessary modifications (such as references to Initial Shortlist being read as Refreshed Shortlist).

(b) Using Refreshed Shortlists to make offers

- (i) The Provider is to use each Refreshed Shortlist to continue to make offers of the Property to suitable Clients on the Refreshed Shortlist by completing the steps outlined in paragraphs 2(b), 2(c)(i), 2(c)(ii) and (if applicable) 2(c)(iii) of this Annexure 1, until the earlier of the following occurs:
 - (A) an offer is accepted by a suitable Client;
 - (B) the Refreshed Shortlist is no longer able to be used in accordance with paragraph 3(a)(iii) of this Annexure 1; or
 - (C) the Vacancy is withdrawn by the Provider.
- (ii) Where the Provider has exhausted making offers to all suitable Clients on a Refreshed Shortlist but all offers have been declined (and the Provider has notified MSD of the declined offers), withdrawn in accordance with this Agreement, or a Client is determined to be genuinely unsuitable by the Provider (as permitted in the Policies) and has been identified as such in the MSD Client System and the Provider is still within the 15 Business Day period of receiving a Refreshed Shortlist, the Provider shall refresh the Refreshed Shortlist and continue making offers to the new suitable Clients on the updated Refreshed Shortlist.
- (iii) Each suitable Client offered a Property in accordance with this paragraph 3(b) is also an Offeree for the purpose of this Annexure 1.

4. Withdrawing Property offer

(a) Circumstances where withdrawal of Property offer can occur

The Provider may withdraw (or must withdraw where the Property will not be in a habitable state to be Tenanted when the Property was otherwise due to become Vacant) a Property Vacancy before an offer of a Property is made to a

suitable Client, or may withdraw (or must withdraw where the Property will not be in a habitable state to be Tenanted when the Property was otherwise due to become Vacant) a Property Vacancy and/or offer of a Property made to an Offeree before the offer is accepted and a Tenancy Agreement entered into, in any of the following circumstances:

- (i) the offered Property is inadequate for any of the following reasons:
 - (A) the Property has been vandalised;
 - (B) a health and safety issue is discovered on inspection of the Property;
 - (C) the Property description was incorrect; or
 - (D) there is a serious mismatch between the neighbourhood that the Property is located in and the needs or characteristics of the Offeree that creates a significant health and safety risk;
- (ii) the Offeree is physically unable to accept the offer at this time due to a temporary change of circumstances such as:
 - (A) hospitalisation;
 - (B) custody issues that are in the process of resolution where the timeframe for resolution is unknown; or
 - (C) where there are temporary mobility problems and the Property has stairs or steep slopes,

provided that MSD's written approval is required before a withdrawal may occur as a result of one of the circumstances (or a circumstance similar to those) outlined in this paragraph 4(a)(ii), such approval may be given in MSD's absolute discretion; or

- (iii) the offered Property is no longer available because:
 - (A) the Property has been materially damaged (for example, fire damaged);
 - (B) it is discovered that there is a cleansing order issued against the Property pursuant to section 41 of the Health Act 1956; or
 - (C) the Property has already been offered to another suitable Client,

but in no other circumstances.

- (b) **Process for withdrawing Property Vacancy and/or offer:** Where the Provider wishes to (or is require to) withdraw:
 - (i) an offer of a Property made to an Offeree in accordance with paragraph 4(a) of this Annexure 1, the Provider is to give written notice to:

- (A) the Offeree; and
 - (B) MSD, through the MSD Client System,

setting out the reasons why the offer of a Property is being withdrawn.
- (ii) a Property Vacancy in accordance with paragraph 4(a) of this Annexure 1, the Provider must:
- (A) first, give notice to MSD through the MSD Client System that an offer to an Offeree has been withdrawn (only relevant in circumstances where an offer of the Property has been made to an Offeree); and
 - (B) notify MSD, through the MSD Client System of the withdrawal of the Property as being Vacant,

setting out the reasons why the offer of a Property and the Property Vacancy is being withdrawn.
- (c) **Consequence where offer withdrawn:** Where a Property Vacancy or an offer of a Property is withdrawn:
- (i) for any of the reasons specified in paragraphs 4(a)(i)(A), 4(a)(i)(B), 4(a)(iii)(A) or 4(a)(iii)(B) of this Annexure 1, the Property will be deemed to be Unavailable; or
 - (ii) where paragraph 4(c)(i) of this Annexure 1 does not apply, for any of the reasons covered under:
 - (A) paragraphs 4(a)(i)(C) or 4(a)(ii) of this Annexure 1, the Provider is to treat this as an offer of a Property declined by a Client and is to continue to make offers of the Property to other suitable Clients until an offer is accepted; or
 - (B) paragraph 4(a)(iii)(C) of this Annexure 1, the Provider is to continue the offer process with that other suitable Client in accordance with Part 2 (Tenancing Vacant Properties process and notifications).

5. **Accepting Client as Tenant**

(a) **Introductory meeting**

- (i) Once an Offeree has accepted the Provider's offer of a Property, the Provider must, within two Business Days of the Offeree accepting the offer or prior to the Tenancy Start Date (whichever is the earlier), arrange for an introductory meeting to be held with the Offeree where the Provider will:
 - (A) arrange for the Offeree:
 - (I) to inspect the Property to enable the Offeree to view the condition and layout of the Property; and

- (II) to complete, with the Provider, a Property Condition Report for the Property (and if the Property is still tenanted as at the date of the introductory meeting, the Provider is to ensure that the Property Condition Report is amended to reflect the condition of the Property as at the Tenancy Start Date),
- (B) either (at the Offeree's election) in person or through the provision by the Provider to the Offeree of current photographs of the Property, prior to the Offeree entering into the Tenancy Agreement;
- (C) inform the Offeree of its:
 - (I) responsibilities as a tenant, including its responsibility to make rental payments, to upkeep the Property and the conditions of the Tenancy Agreement (such as the maximum number of occupants that may reside in the Property); and
 - (II) rights as a tenant of the particular Property, including the Provider's responsibility to maintain the Property,
- (D) in a manner that reasonably enables the Offeree to understand such information;
- (E) notify the Offeree how it may in the future be able to receive a Statement of Satisfactory Tenancy from the Provider, including the circumstances that would or would not lead to the Offeree (once a Tenant) receiving a Statement of Satisfactory Tenancy from the Provider;
- (F) ask the Offeree if they need to apply to MSD for financial assistance to pay the Bond Amount and the Rent in Advance Amount, and update any necessary details in the MSD Client System to notify MSD of the Offeree's need to make an application;
- (G) enter into a Tenancy Agreement (that complies with the Residential Tenancies Act, the terms of this Agreement and all other applicable Laws) with the Offeree, and for the purpose of determining the Tenancy Start Date:
 - (I) if the Offeree is subject to a current tenancy agreement the Provider should consider enabling the Offeree to provide the minimum notice required under the Residential tenancies Act for their existing tenancy before the Tenancy with the Provider commences; or
 - (II) if the Offeree is not subject to a current tenancy agreement, the tenancy is to start as soon as practicable;
- (H) where, under the Contract and Commercial Law Act 2017, Part 2, Subpart 6 and the Residential Tenancies Act, the Offeree does not have full capacity in respect of a Tenancy Agreement, the Provider is to assist the Offeree:

- (I) to make an application to the Tenancy Tribunal to ratify the Tenancy Agreement; and
 - (II) if required, refer the Offeree to seek assistance from MSD for the Tenancy Tribunal application fee; and
 - (I) make the keys to the Property available to the Offeree (or, where the Property is still Tenanted as at the date of this introductory meeting, arrange an alternative meeting time where the keys will be made available to the Offeree).
 - (ii) For the purpose of paragraph 5(a)(i) of this Annexure 1, the Provider is not to enter into a Tenancy Agreement with any person that was not on the original list of household members for that Client, as set out on the Initial Shortlist or Refreshed Shortlist (as the case may be).
- (b) **Notifying MSD of filled Vacancy**
- (i) Within one Business Day of a Client signing the Tenancy Agreement for a Property, the Provider is to give MSD written notice through the MSD Client System of, in respect of the Property:
 - (A) the reference for the Tenancy including (until no longer required by MSD) the required prefix supplied by MSD;
 - (B) the fact of the Tenancy Agreement having been signed by both parties by indicating that the offer has been accepted by the Offeree;
 - (C) the confirmed Tenancy Start Date;
 - (D) the confirmed date that the Rent Amount will commence being payable (being the effective date);
 - (E) the day upon which the Rent Amount will be payable;
 - (F) any rent redirection start date and payment reference, as applicable; and
 - (G) any persons who will be living in the Property as household members,and is to update any other details about the Tenancy that are otherwise incorrectly listed in the MSD Client System for that Tenancy (the **Tenancy Signing Notice**).
 - (ii) The Provider must ensure that the Property is Available for a suitable Tenant to take possession on the Tenancy Start Date as specified in the Tenancy Agreement. If the Property is not Available by the Tenancy Start Date:
 - (A) the Property will be treated as being Unavailable and accordingly IRRS will not be paid by MSD to the Provider in respect of the

Property, unless the Provider has, with MSD's approval, placed the Tenant in a Temporary Substitute Property; and

- (B) the Provider must, at the Provider's expense, provide suitable alternative accommodation satisfactory to the Tenant and MSD until the Property becomes Available and the Provider is to also cover all reasonable costs associated with the Tenant having to reside in alternative accommodation and/or delaying moving into the Property. Such costs include reasonable removal costs, costs associated with disconnecting and arranging a new connection of telephone, power, gas and cable television, storage costs (if required) and skip bins for rubbish removal (if required).

Annexure 2: Tenant and Tenancy changes and notifications

1. **Change in Tenant's circumstances affecting IRR:** Where the Provider becomes aware of any change in a Tenant's circumstances that may affect a Tenant's rate of IRR, the Provider must:
 - (a) notify MSD of this change in circumstances through the MSD Client System within five Business Days of becoming aware of the change. To assist the Provider, MSD may provide guidance to the Provider from time to time as to the sorts of circumstances that may constitute a change in a Tenant's circumstances but the absence of such guidance or a circumstance not being listed in any such guidance does not derogate from the Provider's obligation under this paragraph; and
 - (b) within this same timeframe, remind the Tenant that the Tenant is required to notify MSD of the Tenant's change in circumstances.

2. **Change in Tenant's circumstances affecting housing need:** Where the Provider becomes aware of any change in a Tenant's circumstances that may affect a Tenant's housing need, the Provider must:
 - (a) notify MSD of this change in circumstances through the MSD Client System within five Business Days of becoming so aware; and
 - (b) within this same timeframe, remind the Tenant that the Tenant is required to notify MSD of the Tenant's change in circumstances.

3. **Tenancy review and ineligibility of Tenant as Client**
 - (a) MSD will notify the Provider and work with the Provider to assist any Tenant that is likely to no longer be eligible to be a Client to transition to housing independence. Where a Tenancy review is undertaken by MSD and MSD determines that a Tenant is no longer eligible to be a Client, MSD will, within five Business Days of determining this ineligibility, notify the Provider, through the MSD Client System, of the Tenant's ineligibility as a Client.
 - (b) Upon receipt of a notice from MSD in accordance with paragraph 3(a) of this Annexure 2, the Provider is to calculate the cessation date for the Tenant which will be the date that the Property will be deemed to be Unavailable for Ineligibility Reasons if the Tenant has not vacated the Property by that date (**Cessation Date**). The Cessation Date shall be a date that is no later than a date that allows for:
 - (i) the minimum amount of notice to be given to the Tenant of the tenancy termination, as required by the Residential Tenancies Act; and
 - (ii) an additional 10 Business Days,

counted from the date that notice is given by MSD in accordance with paragraph 3(a) of this Annexure 2.

- (c) Within five Business Days of receipt of a notice from MSD under paragraph 3(a) of this Annexure 2, the Provider will:
- (i) inform the relevant Tenant that he or she is no longer eligible to be a Client; and
 - (ii) give notice, in accordance with the Residential Tenancies Act, that the Tenancy Agreement is to be terminated.

4. **Changes to IRR**

- (a) MSD may, from time to time, recalculate the IRR for each Tenant and shall notify the Provider through the MSD Client System where there is any change in the IRR calculated for a Tenant, including:
- (i) the revised IRR for that Tenant, which will replace the then-current IRR for that Tenant (**Revised IRR**); and
 - (ii) the date from which the Revised IRR will be effective (**New IRR Effective Date**).
- (b) The New IRR Effective Date shall be a date that is no earlier than a date that allows for the minimum amount of notice to be given to the Tenant of a change in the Rent Amount payable by the Tenant, as required by the Residential Tenancies Act and the HRTM Act, counted from the date that notice is given by MSD in accordance with paragraph 4(a) of this Annexure 2.
- (c) Within one Business Day of receipt of a notice from MSD under paragraph 4(a) of this Annexure 2, the Provider is to give notice to the Tenant of the change in accordance with paragraph 3(b) (Rent collections and notifications) of these Tenancy Management Requirements.

5. **Notifying MSD of change to Tenancy Start Date or cancelled Tenancy**

If:

- (a) there is a change to the Tenancy Start Date as compared with the Tenancy Start Date notified to MSD in the Tenancy Signing Notice; or
- (b) the Tenancy Agreement is cancelled after giving a Tenancy Signing Notice to MSD but prior to the Tenant moving into the Property,

the Provider is to notify MSD of this change through the MSD Client System within one Business Day of the occurrence of the change or cancellation.

6. **Notifying MSD of changes to Property:** As soon as the Provider becomes aware that there has been a change made to:

- (a) the warm and dry features of a Property (including the ceiling insulation, curtains, efficient heating sources, floor insulation and double glazing);
- (b) the safety features of a Property (such as smoke alarms, sprinklers and security alarms); or
- (c) the number of bedrooms in a Property,

it is to notify MSD of this change by updating the relevant details for the Property through the MSD Client System.

7. **Notifying MSD of maintenance and planned improvements:** Where:

- (a) a Property will cease to be subject to a Tenancy Agreement and the Provider will be undertaking more substantial maintenance on the Property and, as a result of this, is not intending to have a Tenancy Agreement with a new Tenant commence within the Turnaround Period, the Provider must, within 20 Business Days of becoming aware that a Tenancy Agreement will be ending, notify MSD's Representative of:
 - (i) the fact that the Provider will be taking the Property out of circulation for a period of time because it will be performing more substantial maintenance on the Property; and
 - (ii) the timeframe during which the Property will not be subject to a Tenancy Agreement as a result of the Provider undertaking maintenance on the Property, which the Provider is to continue to update through the MSD Public Housing Client System as soon as the Provider becomes aware that this timeframe has changed.
- (b) the Provider undertakes any improvement or refurbishment to a Property:
 - (i) the Agreed Rent for the Property will not be adjusted where the improvements have resulted in an increase in the Market Rent (calculated between the date immediately prior to the improvement occurring and the date immediately after the improvement occurring); and
 - (ii) the Property will be deemed to be Unavailable where the improvements have resulted in a decrease in the number of bedrooms in the Property,

(c) unless MSD expressly agrees otherwise in writing.

8. Notifying MSD of terminating Tenancy: The Provider is to:

- (a) notify MSD of any intention to issue a notice to a Tenant terminating a Tenancy five Business Days before issuing any such notice.
- (b) no later than seven Business Days prior to a Tenancy terminating, notify MSD, through the MSD Public Housing Client System of:
 - (i) the Tenancy that is coming to an end; and
 - (ii) the date that the Tenancy will end.
- (c) if, after giving notice in accordance with paragraph 8(b) or this paragraph 8(c) of this Annexure 2, the Provider becomes aware that there has been a change to any information previously provided in relation to the termination of a Tenancy, within one Business Day of becoming aware of the change, notify MSD of the change through the MSD Public Housing Client System.

9. Notifying MSD of Tenant risks

- (a) The Provider is to notify MSD, through the MSD Public Housing Client System, of the fact that there is a Tenant or Tenancy risk factor in relation to a Tenant or Tenancy that MSD may wish to make contact with the Provider about to find out further details, within one Business Day of becoming aware of that risk. The Provider is to give such notice where it becomes aware of any of any risk factors that could reasonably pose a health and safety risk to any person:
 - (i) entering the Property the subject of the Tenancy;
 - (ii) dealing with the Tenant; or
 - (iii) otherwise in reasonably close proximity of the Property the subject of the Tenancy or housing the Tenant.
- (b) The Provider is to give MSD further details of the risk factors at MSD's request.