

## Tenancy Management Requirements

Requirement		Detail
<b>1. General</b>		
a.	Compliance obligations	The Provider is to comply with all Laws, each Tenancy Agreement and the policies and procedures applicable to the operation and management of the Services as approved by the Regulatory Authority (the <b>Policies</b> ).
b.	MSD Housing Client System	Any notice or request made through the MSD Housing Client System will be taken to be received when the notice or request is logged as received.
c.	Tenant placement	The Provider will, when selecting each Housing Client in respect of a Property, act in accordance with this Agreement, the Operational Manual and any direction from MSD (including in accordance with the order of MSD's assigned priority rating). If the Provider wishes to depart from MSD's direction, it must have MSD's consent to do so.
<b>2. Tenanting vacant Properties process and notifications</b>		
a.	Tenanting Vacant Properties	The Provider is to follow the process set out in the Operational Manual and the MSD Housing Client System when a Property is ready to be let to a Housing Client.
b.	Tenant placement principle	<p>The Provider acknowledges that Properties must be allocated fairly, transparently and on the basis of need, balanced with achieving a sustainable match (taking into account specific characteristics of the Housing Client and the neighbourhood) (the <b>Tenant Placement Principle</b>).</p> <p>The Provider is to ensure its Policies give effect to the Tenant Placement Principle, and must be able to demonstrate compliance with the Tenant Placement Principle (including through written records demonstrating why a Housing Client was selected by the Provider).</p>
c.	No reliance on risk ratings or other information	<p>The Provider acknowledges that information about risk ratings assigned to Housing Clients is not definitive.</p> <p>To the extent permitted by law, the Provider releases MSD from all liability and Losses suffered by the Provider, and is to ensure that no claim is brought against MSD by any sub-contractor or Provider personnel in relation to such information.</p>
d.	Notification requirements	The Provider is to comply with the notification requirements set out in the Operational Manual and the MSD Housing Client System regarding Tenant and Tenant-related changes.
<b>3. Tenancy management services</b>		
a.	Bond Amount	The Provider is to collect the bond (as defined in the Residential Tenancies Act) (the <b>Bond Amount</b> ) (or the relevant part of the Bond Amount) from the Tenant, except where MSD has confirmed that it will be providing financial assistance to the Tenant in respect of the Bond Amount (in which case the Provider will collect the Bond Amount, or part of the Bond Amount, from MSD). The Provider is to comply with its obligations under the Residential Tenancies Act regarding the Bond Amount (including receipt and lodging requirements).



Requirement		Detail
b.	Rent collection and notifications	<p>The Provider is responsible for:</p> <ul style="list-style-type: none"><li>collecting the IRR or any amount that is less than the IRR where section 92(5) of the HRTM Act applies (the <b>Rent Amount</b>) (and any Rent Amount that is payable in advance of the start of the Tenancy ) payable by the Tenant (or MSD if MSD has confirmed that it will be providing financial assistance or if MSD is redirecting some of the Tenant's MSD benefit payments);</li><li>notifying the Tenant if there is to be any change to his or her Rent Amount;</li><li>notifying MSD of Rent Amount arrears owing by the Tenant as soon as reasonably practicable following receipt of a request from MSD for that information;</li><li>assisting MSD in relation to any queries relating to Rent Amounts that may be in arrears by a Tenant or any matter relating to a potential refund to be made to a Tenant;</li><li>notifying MSD through the MSD Housing Client System of any change to a Tenant's Rent Amount no less than five Business Days prior to the effective date of that change; and</li><li>taking necessary debt recovery steps in accordance with its Policies and the Operational Manual, with termination of the Tenancy Agreement being a last resort.</li></ul> <p>The Provider may not request any other payment from a Tenant other than as expressly permitted under this Agreement.</p>
c.	Tenancy Agreement	<p>The Provider is to ensure that a written Tenancy Agreement is in place between the Provider and the Tenant which provides for a periodic term (unless MSD has approved otherwise) and otherwise complies with the requirements of this Agreement.</p>
d.	24/7 Contact Point	<p>The Provider is to maintain the 24/7 Contact Point as further described in the Property Management Requirements.</p>
e.	Inspections	<p>The Provider is to inspect each Property and each Tenancy at least once every 12 months (an <b>Inspection</b>). For an Inspection to be considered as conducted, both the Property elements and Tenancy elements need to be completed, however the Property elements and Tenancy elements of the Inspection may be conducted together or at separate times.</p>
f.	Tenancy elements	<p>The Inspections must, in relation to a Tenancy, undertake the Tenant-related checks as specified in the Policies.</p>
g.	Tenant meetings and engagement	<p>The Provider is to comply with its Policies in relation to meeting with Tenants and handling Tenant complaints or incidents. The Policies must provide for the handling of 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 Agreement.</p>
h.	Complaints and incidents	<p>The Provider is to comply with its Policies in relation to responding to and addressing any complaints or incidents notified to the Provider or MSD (including about the behaviour of any Tenant or visitor to a Property).</p>

Requirement		Detail
i.	Enforcing maximum occupancy requirements	The Provider is to comply with its Policies and the Operational Manual to ensure that the maximum occupancy level for a Property is not exceeded. If it is exceeded, the Provider is to take appropriate action to ensure that the number of persons residing in the Property is brought back to the maximum occupancy level for the Property as soon as possible.
j.	Subletting	The Provider is to take all reasonable steps to ensure a Tenant does not sublet a Property and, if subletting does occur, take all reasonable steps to rectify any subletting that may occur.
k.	Suspected Housing fraud	<p>The Provider is to give written notice to MSD as soon as possible upon the Provider becoming aware of any suspected Housing fraud (as explained in the Operational Manual).</p> <p>The Provider is to provide all reasonable assistance to MSD in relation to any investigation into suspected Housing fraud and keep records in relation to any fraud reports, or actions taken in relation to fraud reports.</p>
l.	Child abuse and family violence	<p>The Provider is to, where it is providing children's services, comply with the Vulnerable Children Act 2014. This includes:</p> <ul style="list-style-type: none"> <li>adopting and implementing a child protection policy that complies with section 19 of the Vulnerable Children Act 2014;</li> <li>keeping its child protection policy under review (including updating as applicable) throughout the Term in accordance with section 16(a)(iii) of the Vulnerable Children Act 2014;</li> <li>make a copy of its child protection policy (including as updated) available to MSD;</li> <li>informing the appropriate authorities immediately upon the Provider becoming aware of the occurrence or possible occurrence of family violence (no matter how serious) either: <ul style="list-style-type: none"> <li>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</li> <li>otherwise notified to the Provider by any person; and</li> </ul> </li> <li>providing all reasonable assistance and cooperation to the relevant authority investigating any potential or actual child abuse or family violence that may have occurred.</li> </ul>
m.	Tenant absences	<p>The Provider is to take reasonable steps to ensure that it will receive written notice from the Tenant where the Tenant is planning to be absent from the Property for more than eight weeks.</p> <p>The Provider is to give a copy of such notice to MSD through the MSD Housing Client System as soon as possible following the Provider receiving such notice.</p>
n.	Tenant disputes	The Provider is to act in accordance with its Policies to resolve any Tenant dispute that arises with the Tenant.
o.	Tenant-initiated transfers	<p>Where a Tenant requests to transfer to a different Property for any reason the Provider is to:</p> <ul style="list-style-type: none"> <li>take all reasonable steps to manage the Tenant's expectations about the prospect of relocation;</li> </ul>



Requirement		Detail
		<ul style="list-style-type: none"><li>• explore all other reasonably viable solutions that could address the Tenant's underlying reason for the Tenant's request to transfer;</li><li>• document, in a written form, the Tenant's request to transfer; and</li><li>• 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,</li></ul> and, following undertaking the above steps: <ul style="list-style-type: none"><li>• notify the Tenant of how the Tenant can contact MSD to request a needs assessment (and the associated process in relation to such assessment);</li><li>• appropriately record the steps the Provider has taken; and</li><li>• otherwise comply with the relevant parts of its Policies.</li></ul>
p.	Provider-initiated transfer (other than due to a change in Tenant circumstances)	<p>Where the Provider wishes to transfer a Tenant to another Property and the reason for the proposed transfer is not connected to a Tenant's change in circumstances (e.g., for maintenance, redevelopment or improvement works in relation to the Property), the Provider is to notify MSD in advance of undertaking the transfer, and:</p> <ul style="list-style-type: none"><li>• the transfer must be necessary and desirable;</li><li>• the Provider is to identify a suitable alternative Property that is appropriate to the Tenant's housing needs (in respect of location and, if appropriate, configuration). An alternative Property will only be suitable if, in the case of maintenance, redevelopment or improvement works:<ul style="list-style-type: none"><li>○ the alternative Property is available to the Tenant on a short, fixed-term basis or on a permanent basis; and</li><li>○ which cannot be undertaken within 120 days (or such longer period as agreed by MSD), the alternative Property is available to the Tenant on a permanent basis.</li></ul></li></ul> <p>Where a transfer is to occur, the Provider is required to:</p> <ul style="list-style-type: none"><li>• facilitate the transfer, including by acting in accordance with its Policies and these Tenancy Management Requirements;</li><li>• apply the process in the Operational Manual and the MSD Housing Client System;</li><li>• outline the options available to the Tenant in the circumstances (including by making the Tenant aware of any circumstances relating to the alternative Property (e.g., works that are pending));</li><li>• make an offer of a new Property to the Tenant, in writing (specifying whether on a permanent or short-term basis, as applicable);</li><li>• arrange (at the Provider's cost) for the Tenant to view the new Property prior to the Tenant's decision being required;</li><li>• arrange and pay for all reasonable costs associated with the Tenant being relocated to the new Property;</li><li>• if applicable, arrange and pay for all reasonable costs associated with the Tenant being relocated back to the original Property; and</li><li>• notify MSD of the transfer having occurred through the MSD Housing Client System.</li></ul>



Requirement		Detail
q.	Provider-initiated transfer (due to a change in Tenant circumstances)	<p>If a change in Tenant circumstances occurs, the Provider is to notify MSD in accordance with the requirements of this Agreement so that MSD can reassess the Tenant's needs, and, following reassessment if the Provider wishes to transfer the Tenant to a different Property, the Provider is to:</p> <ul style="list-style-type: none"><li>• facilitate the transfer; and</li><li>• assess that Tenant's suitability against the needs of other Housing Clients (including by following the process in the Operational Manual and the MSD Housing Client System).</li></ul>
r.	Managing join-ins	<p>When an existing Tenant makes a request to the Provider that another person or household member be added as a named tenant in the Tenancy Agreement (a <b>Join-in Request</b>), the Provider is to assess such request, including whether such join-in would:</p> <ul style="list-style-type: none"><li>• pose any safety risk to MSD, the Provider or the local community; or</li><li>• give rise to any overcrowding issues.</li></ul> <p>If the Provider is willing to agree to the Join-in Request, the Provider is to refer the Join-in Request to MSD through the MSD Housing Client System for assessment.</p> <p>If MSD:</p> <ul style="list-style-type: none"><li>• approves the Join-in Request, the Provider may (by agreement with the existing Tenant):<ul style="list-style-type: none"><li>○ vary the existing Tenancy Agreement to include the new tenant as a Tenant; or</li><li>○ terminate the existing Tenancy Agreement and arrange for a new Tenancy Agreement to be entered into with the existing Tenant and the new tenant; or</li></ul></li><li>• does not approve the Join-in Request, the Provider will notify the Tenant of this decision.</li></ul> <p>If either the Provider or MSD do not approve the Join-in Request, the Provider may consider utilising the Tenant transfer process.</p> <p>The Provider is to make any MSD policy on join-ins freely and easily available to all Tenants (provided that MSD provides such policy to the Provider).</p>
s.	Tenancy releases	<p>A Tenant may only be released from a Tenancy where there are two or more individuals named as joint tenants in a Tenancy Agreement (a <b>Joint Tenancy</b>) if such Tenant receives the consent of the Provider. The Provider must not withhold its consent unless there are genuine reasons that warrant refusing consent (e.g., suspected Housing fraud (e.g., the Tenant that is requesting to be released from the Joint Tenancy intends to remain living in the Property as an additional occupant)).</p> <p>If a person is released from being a Tenant under a Joint Tenancy, the Provider is to:</p> <ul style="list-style-type: none"><li>• advise that person that they will no longer enjoy the rights that come with being a Tenant; and</li><li>• notify MSD of the release through the MSD Housing Client System within three Business Days.</li></ul>

Requirement		Detail
t.	Death of Tenant in a Joint Tenancy	Where a Joint Tenancy is in place and one Tenant passes away, the Provider is to follow the process set out in the Operational Manual, including allowing one week to pass from the date of notification to the Provider of the death before contacting the remaining Tenant(s), except in cases of emergency or as otherwise agreed by MSD where the Provider requests that a longer period apply having regard to the particular circumstances.
u.	Death of Tenant - Sole Tenant	Where a sole tenancy is in place and the Tenant passes away, the Provider is to: <ul style="list-style-type: none"> <li>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 or solicitor; or</li> <li>if there are occupants still residing in the Property, follow the process outlined in the Operational Manual.</li> </ul>
v.	Boarders	The Provider is to notify MSD before agreeing to any Tenant request for a boarder to occupy a Property with the Tenant.  If MSD becomes aware of any Tenant request made to MSD for a boarder to occupy a Property with a Tenant, it will notify the Provider.
w.	Home detention and bail	The Provider is to notify MSD before agreeing to any Tenant request for use of a Property as an address for home detention or bail.  If MSD becomes aware of any Tenant request made to MSD to use a Property as an address for home detention or bail, it will notify the Provider.
x.	Terminating Tenancy Agreement	The Provider is to, when a Tenancy Agreement is terminating: <ul style="list-style-type: none"> <li>if appropriate, inform the Tenant(s) of the possibility that MSD may no longer consider it or them eligible to be a Housing Client;</li> <li>if appropriate, provide the Tenant with a positive letter of referral;</li> <li>undertake an inspection of the Property; and</li> <li>give reasonable notice to MSD specifying the details for the terminating tenancy.</li> </ul>
y.	Family Services Directory	The Provider is to ensure that it is listed in MSD's Family Services Directory and that its 'Necessary Information' is updated as required.
z.	Tenancy reviews	The Provider will reasonably assist MSD if MSD is seeking to confirm whether a Tenant has had a change in circumstances that warrants a change to the Tenant's eligibility for Housing.
<b>4. Systems</b>		
a.	General responsibilities	The Provider is to: <ul style="list-style-type: none"> <li>ensure that its information technology systems and its personnel can access the MSD Housing Client System;</li> <li>use all reasonable endeavours to ensure the integrity and security of its information technology system and network communications;</li> <li>exercise all due care in the access to and use of the MSD Housing Client System;</li> </ul>

Requirement		Detail
		<ul style="list-style-type: none"> <li>access and use the MSD Housing Client System only for lawful purposes;</li> <li>ensure that Provider personnel that use the MSD Housing Client System are sufficiently trained and only have access to the MSD Housing Client System to the extent required to perform their duties;</li> <li>comply with any instructions with respect to accessing and using the MSD Housing Client System notified to the Provider from time to time;</li> <li>immediately notify MSD of any problems or issues that arise in relation to the MSD Housing Client System; and</li> <li>de-provision an individual's MSD Housing Client System user account login when that individual ceases to be Provider personnel.</li> </ul>
b.	Maintenance and support	The Provider acknowledges that the primary part of the MSD Housing Client System may be unavailable from time to time in order to conduct system related maintenance, upgrades or other works and that the Provider may be required to utilise MSD's secondary back-up system during periods of unavailability.
c.	Training	MSD will make training available to the Provider in relation to the MSD Housing Client System. The Provider will ensure its relevant personnel attend any training provided by MSD, and is responsible for providing all other required training to Provider personnel in respect of the MSD Housing Client System.
d.	MSD Housing Client System issues	If the Provider encounters any issue or has a query in relation to the MSD Housing Client System, the Provider should contact the appropriate MSD contact as notified to the Provider from time to time.