

Ending a Residential Rental Agreement Policy

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 Policy owner: Director Housing and Homelessness

1 Purpose

The purpose of this policy is to outline how:

- a a renter may end a Residential Rental Agreement
- b Unison may end a Residential Rental Agreement

2 Scope

This policy applies to all long term and transitional renters in social and affordable housing.

3 Policy Statement

Principles

- 3.1 Unison will end Residential Rental Agreements (Rental Agreements) in accordance with the *Residential Tenancies Act 1997* (RTA), and the *Victorian Charter of Human Rights and Responsibilities 2006* (The Charter)
- 3.2 Unison will comply with the Housing Registrar Performance Standards.
- 3.3 Unison will offer variations to rental agreement termination conditions in a manner which balances the needs of the renter against the needs of Unison.
- 3.4 Unison takes active steps to sustain rental agreements where possible, and where appropriate, will offer referral to support services throughout the process.
- 3.5 Unison will end rental agreements in a manner that minimises adverse impact on the household members.
- 3.6 Unison will end tenancies in a manner that ensures Natural Justice (access to information, reasons for decisions made, the ability to review decisions) and privacy are maintained.
- 3.7 Unison will prioritise the safety of other renters and staff when a renter is taking action that places others in danger.

Application

Renter decides to leave

- 3.8 Renters may initiate termination of their rental agreement when they give notice of intention to vacate. The RTA outlines that tenancies with periodic leases are required to give 28 days' notice and rooming house residents are required to give 2 days' notice. Through mutual agreement, Unison permits residential renters to provide only 14 days' notice of intention to vacate and may further vary these terms with the approval of the relevant Manager, Place Management.

- 3.9** Where a renter has given their intention to vacate, Unison will inform the renter of their responsibilities prior to vacating the property.
- 3.10** Rental agreements are considered terminated on the day that the keys are returned to a Unison office. Renters will be asked to fill out a Tenancy Termination Form.
- 3.11** Following termination of the rental agreement, Unison will conduct a property inspection and identify any repairs that are the responsibility of the outgoing renter. Unison will organise any refund to the renter or claim any debt owed to Unison. This might include returning or claiming against a residential tenancies bond in properties where they are applicable.
- 3.12** Where a renter gives Notice of Intent to Vacate and does not leave the property, the relevant Unison Place Manager will discuss the renter's plans directly with them.

Notice to vacate

- 3.13** Unison may issue a Notice to Vacate for a range of reasons (e.g. threats or intimidation of workers, pet kept without consent, rent arrears, sale of property). When this occurs Unison will adhere to the RTA , follow the relevant procedure and make an application to the Victorian Civil and Administrative Tribunal (VCAT).

Eviction

- 3.14** As a last resort, Unison may seek an eviction at VCAT in accordance with terms of the RTA.
- 3.15** An eviction will not proceed without written approval from the relevant Manager, Place Management. Eviction will not be approved where the Manager believes that further action could be made to successfully maintain the tenancy, where Natural Justice or the renter's Human Rights have not been met, or where Unison's policies and procedures have not been followed.
- 3.16** Where Unison seeks an eviction for danger, Unison will prioritise the safety of other renters and staff in undertaking action.

Renter deceased

- 3.17** When there is a renter death for a sole tenancy, Unison will ensure that the next of kin (NOK) or legal personal representative (LPR) is notified of the death and liaise (where possible) with them for termination of the rental agreement and collection of goods left at the property. If a NOK or LPR is not listed, or not contactable, Unison will go to VCAT and apply to end the rental agreement, which requires evidence of the death of the renter.
- 3.18** The rental agreement is terminated on the earliest date of the following:
 - a** A date agreed in writing between Unison and the deceased renter's legal personal representative (LPR) or the NOK
 - b** 28 days after Unison has been given written notice of the death by the LPR or NOK
 - c** 28 days after Unison has given the LPR or NOK written notice
 - d** A date determined by VCAT

Abandoned property

- 3.19** Where a tenancy has been abandoned, Unison will seek to terminate the rental agreement through an order declaring premises abandoned at VCAT in line with Unison's Abandoned Property and Abandoned Goods policies and procedures.

Renter incarcerated

- 3.20** Unison will collaborate with support agencies (where relevant) and Corrections facilities in order to facilitate a relinquished tenancy (either by a completed relinquishment form or other written

notification from the renter). Goods left behind in the property will be dealt with as requested by the renter or by following the Abandoned Goods policy and procedure.

Exit interview

- 3.21** Unison values feedback from current and exited renters. At the end of the rental agreement Unison will provide an opportunity for renters to complete an exit interview. This will support continuous improvement of our services.

4 Related information

- a** Rent Areas Policy
- b** Incident Management Policy
- c** Abandoned Goods Policy
- d** *Residential Tenancies Act 1997*
- e** *Victorian Charter of Human Rights and Responsibilities 2006*
- f** Housing Registrar Performance Standards
- g** Tenancy Termination Form
- h** Notice to Vacate

5 Review

This policy will be reviewed every three years as delegated by the responsible Executive.