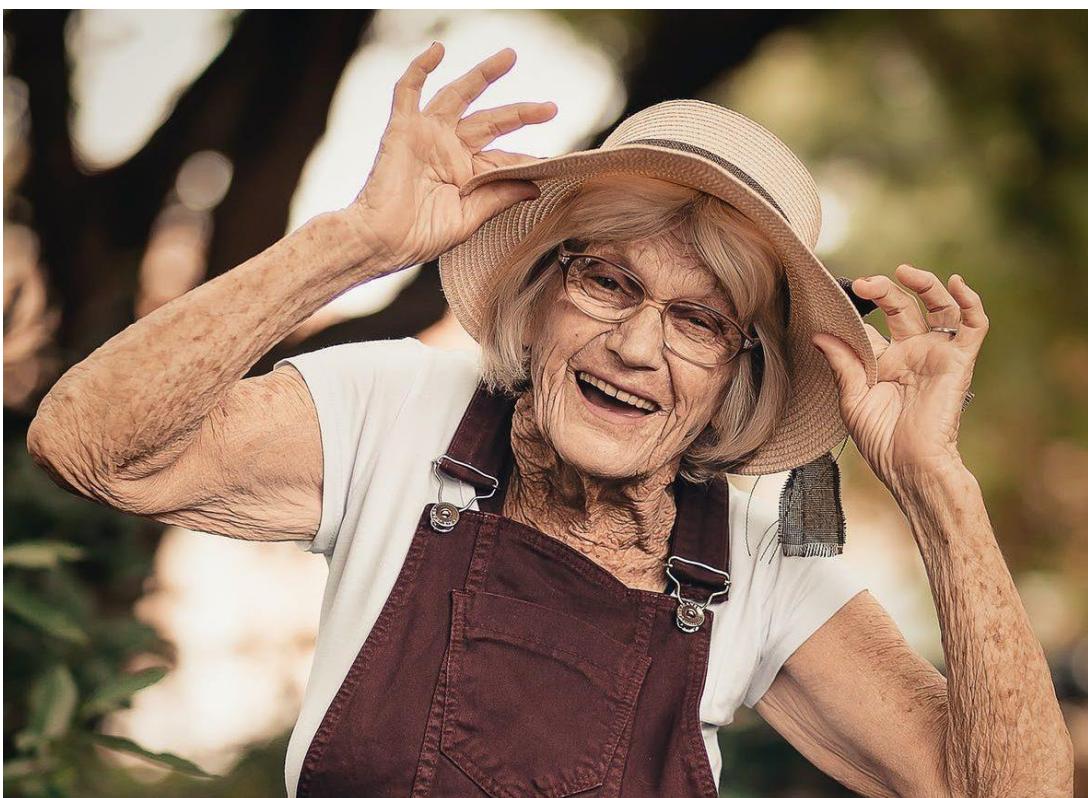




# SENIORS LIVING TENANT HANDBOOK



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## INTRODUCTION

Opening Doors Foundation Ltd (ODF), is a provider of rental housing for seniors over the age of 55 and specialist disability housing. ODF is committed to assisting tenants to maintain secure and affordable long-term accommodation.

This handbook applies to seniors living accommodation only. It contains the general information you need from applying for accommodation, starting your tenancy, rules and conditions during your tenancy, through to terminating your tenancy.

## ABOUT OPENING DOORS FOUNDATION

Opening Doors Foundation is a community based not for profit organisation located in Wagga Wagga NSW. ODF was founded in 1954 and is governed by a Board of Directors. Up until December 2018, ODF operated a residential aged care facility and community aged care programs and was formerly known as The Haven Community Limited (The Haven). The organisation is now concentrating on the development of affordable seniors' rental accommodation and disability housing for Wagga Wagga and surrounding communities.

## OUR CONTACT DETAILS

Opening Doors Foundation Ltd

PO Box 7225

Wagga Wagga NSW 2650

Phone: 02 6925 7255

Email: [info@odf.org.au](mailto:info@odf.org.au)

Web: [www.openingdoorsfoundation.org.au](http://www.openingdoorsfoundation.org.au)

## SENIORS LIVING – PINAROO VILLAGE

Pinaroo Village is located at 70 Pinaroo Drive Glenfield Park NSW 2650, in the city of Wagga Wagga.

Our accommodation allows seniors to live in a community village that is secure, well maintained, and safe. This provides an alternative social environment for those who may be living in the community where they feel isolated and insecure.

There is disability housing set amongst the seniors' living units. Pinaroo Village will be developed in three stages and consist of eighty eight seniors living units and fifteen special purpose disability units designed to meet the NDIS Specialist Disability Accommodation

Standards when completed.

The site is located adjacent to a major shopping centre, South City, with access to Coles and Aldi supermarkets and specialty shops, a medical centre, pharmacy, and a community centre. There is a bus service within 200 metres of the main entry.

Stage one of the complex consists of thirty five units, thirty one of these units are dedicated as affordable seniors living and four units are designated for people who are funded under National Disability Insurance Scheme for Specialist Disability Accommodation.

### ***Seniors' Living Units***

The seniors living units will meet the requirements of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004.

The seniors living units are one-bedroom single story duplex units. Key features include:

- one bedroom that can accommodate a queen size bed;
- a modern combined kitchen and dining/living area;
- modern bathroom/laundry designed for mobility disability access and that can be retrofitted to include handrails and drop-down bars;
- reverse cycle air conditioning to the kitchen/living area and bedroom;
- solar energy and electric hot water system;
- a small courtyard with a paved surface and garden shed. Side security gate with locks ensure mobility aids can be safely stored under the rear veranda;
- no steps and level surfaces within the unit and courtyard
- step free ramp access throughout the site
- door and hallway/corridor clearances that allow wheelchair access (if necessary).

### ***Community Common Areas***

The seniors living facilities have common areas dedicated for the use of tenants and their visitors. These common areas include garden areas, a gazebo and barbecue. There is a community centre which can be used for functions, entertainment, games e.g., card afternoons, and celebrations of birthdays, anniversaries etc, Bookings for the community centre can be made with the Administration team.

# ELIGIBILITY AND APPLYING FOR ACCOMMODATION

## ***Eligibility***

To be eligible for admission to seniors living the primary applicant must be aged fifty five years or older and retired or in part time work. Any person that meets the eligibility requirement may apply for admission to seniors living. Priority for admission is given to those applicants who are regarded as financially disadvantaged. Refer to the *Waiting List Priority* below.

## ***How to apply***

Simply complete our “Seniors Living Application for Accommodation” form and return it to us. The form is available on our website, or you can contact our administration team to post or email you the form.

## ***Waiting List Priority***

ODF’s goal is to provide affordable seniors housing on a rental basis for financially disadvantaged seniors. To achieve this ODF reserves the right to ensure the majority of seniors living accommodation is made available for financially disadvantaged persons.

Offers of accommodation to applicants on the waiting list will be made based on the following priority for admission:

1. Full pensioners (non-homeowners) receiving or eligible for CRA; then
2. Part pensioners (non-homeowners) receiving or eligible for CRA; then
3. Full or part pensioners who are homeowners and eligible for CRA; then
4. Non pensioners (single and couple).

Waiting lists for each category will be maintained in chronological order. Where an applicant declines an offer then their application shall be removed from the waiting list.

Pensioners receiving CRA will need to provide evidence of their pension status and CRA payment. Pensioners who are not renting but eligible for CRA will need to provide evidence of their pension status and Centrelink Income and Asset Statement.

Full or part pensioners who are homeowners will need to provide evidence of their most recent Centrelink Income and Asset Statement and evidence of a current real estate agent estimate for the value of their home so that it can be determined if they would be eligible for the pension and CRA.

## STARTING YOUR TENANCY

If you are offered a property to rent, you will be required to enter into a tenancy agreement.

Before you sign an agreement and move into the property, we must give you:

- a copy of the tenant information statement [Tenant Information Statement](#) produced by NSW Fair Trading;
- a copy of the proposed tenancy agreement;
- a condition report completed by us (the landlord). This can be in the form of one electronic copy or two paper copies; and
- an invitation to lodge the bond using [Rental Bonds Online](#).

At the time the agreement is signed, we must give you a copy of the signed tenancy agreement.

You will be required to pay:

- a bond (maximum four weeks rent); and
- two weeks rent in advance.

You will be provided with detailed receipts for any payments made.

You may lodge your bond with NSW Fair Trading directly through [Rental Bonds Online](#) or you may lodge a paper form through us and we will lodge the form and transfer funds to NSW fair Trading. If you choose to lodge your bond using a paper form, we give you a Rental Bond Lodgement form to sign.

After signing your agreement and before you move in you must provide evidence that you have opened accounts for electricity and gas (if applicable) in your name, effective from the date you are eligible to occupy the property.

## DURING YOUR TENANCY

This section outlines your responsibilities as the tenant, and our responsibility as the landlord during your occupancy of the property.

### ***Condition Report***

You have seven days after moving in to complete your part of the condition report and return a copy to us. You are advised to keep a copy of the report.

The [Condition Report](#) records the general condition of the property, room by room,

including fixtures and fittings so that in the event of dispute about missing items or damage, the condition report can be used as evidence.

A new condition report will not be needed if the same people renew the tenancy agreement, or if a new co-tenant or occupant moves in.

## **Keys**

We will provide you and any other tenant named in the agreement a set of keys or other opening devices for the property. This will include keys to any door, window, or letterbox.

## **Utilities**

You will be required to pay for electricity or gas charges if the property is separately metered. You will need to open an account with the energy retailer before moving in.

Our policy is not to charge for water, but we reserve the right to change this policy and pass on usage costs if a property is separately metered. If this happens you will only be charged for usage costs this must not be more than the amount that we have been billed for.

You are responsible for setting up your own telephone and internet account when you move into a rental property, as needed. If a telephone or internet line is not connected, you will need to get our permission before getting a line installed. We will not unreasonably refuse an application.

## **Rent and Rent Increases**

### **Rent**

Your residential tenancy agreement sets out the amount of rent you must pay and when it must be paid.

It is your responsibility to pay the rent on or before the due date set out in the agreement.

We will issue you a receipt when you pay your rent unless you choose to pay rent into our nominated bank account.

Your rent receipt will show the following:

- name of the tenant;
- name of the landlord or agent;

- address of the rented property;
- date rent was paid;
- amount of rent paid;
- period of time which the rent covers.

If you do not pay your rent on time, you will be in breach of your tenancy agreement. Each tenant on the agreement is legally responsible to pay the rent.

We recommend that you contact us as soon as possible if you are unable to pay the rent due to hardship so that we can discuss your situation and work out a payment plan.

If you are frequently late with your payments, we may take action to terminate your tenancy.

### **Rent payment methods**

You may choose to make your payments by:

- Direct debit. Electronic Funds Transfer (EFT) to our nominated bank account;
- cash or cheque;
- Centrepay - a voluntary bill paying system available to Centrelink clients.

### **Rent Increases**

The initial term of your agreement will be six months and the agreement will continue on a periodic basis at the end of the six month period. Rent can only be increased once in a twelve-month period, and you will be given at least 60 days written notice before the increase is applied.

### **Commonwealth Rent Assistance**

If you receive a social security payment (e.g., age pension, disability support pension, DVA service pension, income support supplement) and pay rent in the private market then you may be eligible for Commonwealth Rent Assistance (CRA). Contact Centrelink through Services Australia for further advice. Phone 132300 or visit the website <https://www.servicesaustralia.gov.au/individuals/contact-us>.

### **How much rent will I pay?**

The rent you pay will depend on your circumstances. The table below details how your rent will be calculated.

Situation	Fortnightly rent formula	Current Fortnightly Rent*
Single pensioner; Pensioner couple but separated due to ill health.	30% of the maximum rate of the single person aged pension; plus 30% of the pension supplement; plus 30% of the energy supplement; plus 100% Commonwealth rent assistance (CRA)	\$569.00
Pensioner combined couple	30% of the maximum rate of the combined (couples) pension; plus 30% of the pension supplement; plus 30% of the energy supplement; plus 100% Commonwealth rent assistance (CRA)	\$736.00
Non pensioner (single or couple)	Pensioner combined couple rate x 1.05	\$773.00

\* Current rent effective as of date of publication and is subject to change. Rates are increased on 20 March and 20 September in line with the aged pension indexation.

## Repairs and Maintenance

We will maintain the property you rent in a reasonable state of repair having regard to the age of the property.

### Non-Urgent Repairs

If the repair is not urgent then you must submit a written repair request to us explaining what you wish to be fixed.

### Urgent Repairs

If an urgent repair is required, in the first instance you should first contact us to arrange the repair. Contact details will be in your tenancy agreement.

If you cannot contact us, then you should refer to your tenancy agreement for the contact details of our nominated tradesperson (if applicable) and arrange for them to conduct the repairs.

If there is no nominated tradesperson you can arrange for the repairs to be carried out and we will reimburse you costs up to \$1,000 provided that:

- the damage was not caused because of a breach of your agreement, and
- you made a reasonable attempt to give us notice of the damage, and
- you gave us a reasonable opportunity to make the repairs, and
- you made a reasonable attempt to have any appropriate tradesperson named in your agreement make the repairs, and
- the repairs were carried out, where appropriate, by licensed or properly qualified persons, and

- as soon as possible after the repairs are completed you give or try to give us the written details of the repairs, including the cost and the receipts for anything you paid for.

The type of repairs that are urgent repairs are defined as follows:

- a burst water service,
- an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- a blocked or broken lavatory system,
- a serious roof leak,
- a gas leak,
- a dangerous electrical fault,
- flooding or serious flood damage,
- serious storm or fire damage,
- a failure or breakdown of the gas, electricity, or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling, or laundering,
- any fault or damage that causes the premises to be unsafe or insecure.

### ***Smoke Alarms***

We will conduct annual checks on smoke alarms to make sure they are working and replace batteries each year or as required by the manufacturer. However, if you discover a smoke alarm is not functioning you must notify us immediately, including when a battery needs to be changed. If we do not repair this within two working days, you may replace the battery or alarm for a battery powered alarm or arrange for a licensed electrician to replace a hard-wired smoke alarm.

We will replace smoke alarms every 10 years or earlier if specified by the manufacturer.

### ***Making changes or alterations to the property***

You must not make any changes or alterations to the property without our written consent. You must submit a written request and details of the alterations or changes proposed and we will respond in writing.

We will not refuse fixtures or alterations, additions or renovations of a minor nature as

permitted by the Residential Tenancy Regulations.

## ***Pay TV and Satellite Dishes***

You must not install any antenna or satellite dish without our written permission.

## ***Tenant Responsibilities***

Your responsibilities as a tenant include:

- looking after the property. You must not cause or allow damage to the property, whether intentionally or through lack of care or attention. If you do so we will ask you to repair the damages or pay for the costs of repairs;
- to notify us as soon as practicable of any damage to the property;
- not to alter or make changes to the property without our permission, including changing any locks;
- being responsible for the acts or omissions of any person permitted to be on the premises by you that breaches the terms of your tenancy agreement;
- behaving in a manner that respects the peace, comfort, and privacy of other residents;
- not to cause or permit a nuisance; and
- not to allow or use the premises for the conduct of any illegal activity.

## ***Landlord Access***

Your tenancy agreement details the circumstances under which we may enter premises.

We will not access the premises without appropriate notice as specified under the circumstances detailed in the agreement unless it is:

- for an emergency (including emergency repairs); or
- we are concerned about the health of any occupants; or
- if we have good reason to believe the premises are abandoned; or
- we have authority under Civil and Administrative Tribunal orders.

## ***Property Inspections***

To ensure that our properties are well maintained we will make regular inspections at 6 monthly intervals. We will give you at least 7 days' notice in writing before conducting an inspection.

## ***Common Areas***

You and other tenants are responsible for keeping shared areas clean and free from

obstruction. Shared areas include front gardens, bin areas, roads, footpaths, common garden areas and parking spaces.

You must not alter the landscaping, garden beds or plantings in external areas at your premise without the express written permission of the landlord. External areas are common areas that will be maintained by the landlord to ensure a consistent landscaped appearance at the village.

You are free to landscape and make plantings in your rear courtyard. However, you may be required to return it to original condition at the end of your tenancy. Do not plant trees or shrubs that may develop a large root system. You must keep your courtyard and garden beds in a neat and tidy condition.

### ***Rubbish***

You must place rubbish in the bins provided throughout the facility or in your bin if one is allocated to your unit. If a bin is allocated to your unit, you must put it out at the collection point.

You must not leave any rubbish in the shared areas or outside of your unit unless it is in a bin. If you have large items that need to be removed, you must arrange for removal of the rubbish to a waste depot. We can give you contact details of our waste contractor. Alternatively, you are free to arrange your own service.

### ***Parking***

Unless your tenancy agreement gives you the right to a dedicated parking space, or your unit has a carport or garage, then you have no right to make a claim on a specific parking space.

If you are not allocated a dedicated parking space, then you must park in the nearest available place.

You must not park anywhere other than in designated parking areas. Parking on footpaths and nature strips is not permitted.

You must ensure your guests or visiting carers comply with our parking policy.

### ***Other Occupants***

Your tenancy agreement will list the occupants entitled to reside in the premises and you must seek our written permission if you wish to transfer the tenancy or sublet the premise to another occupant.

## **Going Away**

If you are going away for an extended period, you must ensure that arrangements are in place to continue paying your rent. You have no obligation to notify us if you are going away but we will appreciate it if you do. It also helps if you provide us with contact details so that we can contact you in the event of an emergency.

## **Personal Emergencies**

If you experience a personal emergency, e.g., going to hospital then we advise that you or someone on your behalf informs us if possible. We will then be able to provide advice regarding your tenancy.

## **Neighbours and the village community**

You must respect the rights of other tenants in the community. All tenants have a right to reasonable peace, comfort, and privacy. You must not cause disturbances and be responsible for the behaviour of your guests.

If you have problems with a neighbour, try sorting it out with them first. However, if that does not work then please refer to our complaints process.

## **Pets and assistance animals**

If you have an assistance animal, you are entitled to keep the animal on the premises. However, you must provide us with proof that the animal is registered with Council as an assistance animal. An assistance animal is defined as an animal, specifically a dog or other animal, that is trained to assist a person with a disability.

If you wish to keep a pet or animal that is not registered as an assistance animal, you must submit a written request. Applications must include the information such as the breed, size, weight, and age of the animal, along with proof of registration for a cat or dog. We will respond to your request within 21 days. If we refuse your request, we will provide the reason for that refusal. If you disagree with this decision you may apply to the NSW Civil and Administrative Tribunal for a review.

# **LEAVING AND TERMINATING YOUR TENANCY**

## **Terminating a Tenancy**

Your tenancy agreement details the circumstances under which you may end your agreement with us and the circumstances under which we may terminate the agreement.

All termination notices must be in writing to the other party and in accordance with the time frames for notice of termination as defined in the agreement or the Residential Tenancy Act and Regulations.

## ***Bond Refund***

### **Condition of Property**

You are responsible for ensuring that the property is in the same condition as when you first occupied it, having regard to fair wear and tear.

The original condition of the property should be set out in the condition report and at the end of the tenancy we will conduct an inspection of the property and you will be given reasonable opportunity to attend. If this is not possible you will conduct your own inspection.

### **Bond Claim**

If you do not owe any money and rent is paid to the date of termination, and the property is clean and tidy without damage, then your bond will be refunded.

Otherwise, we may lodge a claim against the bond. We will inform you if we intend to make a claim.

So that we can return your full bond we suggest you do the following:

- remove all rubbish inside and outside;
- clean the property thoroughly including windows, walls, skirting boards, cupboards, the oven and stove, and floor coverings;
- if anything has been damaged, then repair or replace it; and
- return all keys.

## ***Transferring to another property***

You may wish to transfer to a different property in the complex. To do this, you just need to notify the administration staff who will add your name to a transfer list. You will be given priority and offered the unit you have nominated provided that your existing property has been well maintained.

Transferring to another property will require a new tenancy agreement and termination of your existing agreement in line with the procedures outlined under “Terminating a Tenancy” and “Bond Refund” above.

We reserve the right to refuse a transfer if we consider that there are circumstances that would warrant us making a claim for the bond.

## FEED BACK AND COMPLAINTS

Our goal is to provide a quality service to our clients. However, if there is a problem, we want you to let us know so that we can do our best to address the problem and improve our service.

If you have a complaint:

1. Contact our administration team and talk to them about your problem. If they can, they will resolve the issue for you, if they cannot then they will refer the matter to a senior manager;
2. If your complaint is not resolved to your satisfaction, then you can contact our Chief Executive Officer to review your complaint.
3. If you are not satisfied with your response, then you have the right to refer the matter to the NSW Fair Trading Tenancy Advice and Advocacy Service. Visit [www.tenants.org.au](http://www.tenants.org.au) or call 8117 3700.

## PRIVACY AND CONFIDENTIALITY

Your privacy and confidentiality are important to us. We will only collect, use, and disclose your information:

- with your consent; or
- for a purpose that you would reasonably have expected us to use your information related to managing your tenancy; or
- for legal reasons, or
- where disclosure is required to prevent serious threat to life, health, or safety.

A copy of our Privacy Policy can be downloaded from our website at [www.openingdoors.org.au](http://www.openingdoors.org.au), or contact us and we will send you a copy by post or email.