

OFFICIAL



Tenancy Guide



This document has been created as a guide for tenants occupying properties owned by the Department of Human Services.

This document is to be read in conjunction with the Tenancy Agreement.

Revision Record

Date	Version	Revision Description
April 2024	1	New Document - Draft
July 2024	1.1	Add SDA Customer Feedback and Complaint Form
November 2024	1.2	Change Notice Period of Rent increase from 28 days to 60 days

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1 Department of Human Services (Landlord)

1.1 About us

The Department of Human Services (DHS) brings together a range of services, funding and policy responsibilities which together support fairness, opportunity, and choice for all South Australians.

More information about DHS and our work is available on our website at www.DHS@sa.gov.au

1.2 DHS values

Service

We proudly serve the community and the Government of South Australia.

Professionalism

We strive for excellence.

Trust

We have confidence in the ability of others.

Respect

We value every individual.

Collaboration and Engagement

We create solutions together.

Honesty and Integrity

We act truthfully, consistency, and fairly.

Courage and Tenacity

We never give up.

Sustainability

We work to get the best results for current and future generations of South Australia.

Tenancy Management Team

Email: DHSSDAEnquiries@sa.gov.au

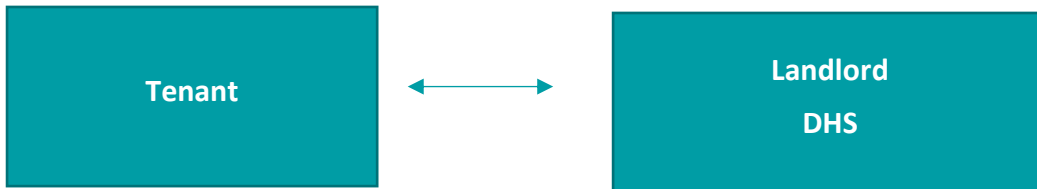
Telephone: 8207 0459

Address: Plaza Level, Riverside Centre, North Terrace, Adelaide SA 5000

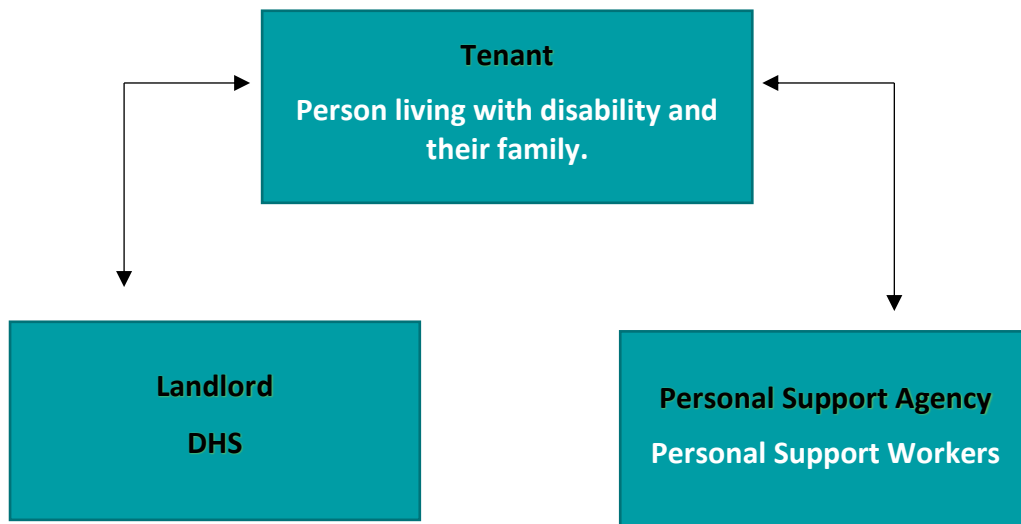
2 Tenancy

2.1 What relationships might operate in a house?

Rental relationships involve a tenant and a landlord (DHS).



In some situations, a tenant will have a separate relationship with a personal support agency, particularly if the tenant is a person living with disability and requires support with daily living.



2.2 Principals guiding the relationship where a Personal Support Agency is involved.

These principles guide rental relationships in circumstances where the tenant is a person living with disability who receives high levels of personal support within their home:

Personal Authority

People living with disability are the tenant, assisted by family, friends and/or personal support workers. The tenant must be centrally involved in decisions affecting tenancy responsibilities and enjoyment of the property.

A Tenant's Home

The property is the tenant's home. We encourage tenants to furnish and appropriately decorate their home to suit their tastes and interests. We recognise that some tenants receive significant personal support in their daily living, and we welcome and work closely with a range of personal support agencies selected by tenants or allocated by government. Contemporary personal support provider agencies are aware of how they can maintain a home feel to a dwelling as they deliver quality support. They refer to individual dwellings by the tenant's name and avoid referring to dwellings as agency properties or giving them locational or general 'house names. They also avoid placing agency related material, signs, rosters on walls or operating obvious offices out of individual's homes.

Community located.

Properties are ordinary homes, in ordinary streets, in community locations, with easy access to community amenities such as transportation.

Responsibility

People living with disability must uphold their tenant responsibilities, with assistance from their personal support workers where necessary. DHS will uphold its responsibilities as a landlord.

Individuality

We recognise that our tenants have individual needs, and we encourage people to make changes to their living environment to reflect who they are. This can include personal touches, comforts, and accessibility aids (refer to section 6.8 for further information and check with the landlord prior to making changes).

Agreement

DHS manages tenancies as prescribed under the Residential Tenancies Act and various funding agreements with funding bodies. Where applicable they guide the setting of rents and exemptions for maintenance and repairs. Further information is available at www.sa.gov.au/housing.

3 Eligibility

DHS provides accommodation predominantly for people living with disability. We can provide housing for non-disabled tenants as part of establishing a mix of people at specific locations.

Tenants are chosen through the Client Intake Process in collaboration with the SIL provider.

Tenant Eligibility Criteria

To be eligible as a tenant (Principal Registrant) in housing accommodation provided by DHS, a person must meet general Tenant Eligibility Criteria and the Desired Tenant Profile of the specific dwelling.

DHS has an established process for allocating eligible tenants to available dwellings.

3.1 Tenant selection and enduring suitability (SIL)

DHS will create a suitable shortlist for tenant selection in accordance with the procedure relating to the property.

- When creating a shortlist DHS will consider the Tenant Eligibility Criteria, the Desired Tenant Profile, and the location/physical characteristics of the vacant property.
- DHS will allocate housing based on category of need, i.e., amongst a shortlist of suitable Registrants, DHS will select the Registrant assessed as most in need.
- DHS will adhere to the principles and procedures outlined in the Client Intake Policy and Tenancy Management Policy for Tenant selection processes for dwellings prescribed eligibility criteria. DHS will assess the suitability and need of the Registrant Household taking the following matters into account:
- Work in collaborate with the SIL providers to fill vacancies in consultation with the other participants withing the group home.

The values and principles of DHS

- The requirement that the prospective Principal Registrant meets the Tenant Eligibility Criteria
- The fit and appropriateness of the Registrant Household in relation to the Desired Tenant Profile
- The appropriateness of the accommodation to facilitate any clinical and behavioural requirements of the Registrant Household.
- The capacity for any member of the Registrant Household to contribute positively to the living environment and not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides within or in the immediate vicinity of the premises.
- Where DHS considers two or more Registrants have equal needs and suitability for a vacancy for dwellings the property will be offered to the Registrant whose application is dated earliest on the relevant waiting list.
- DHS SDA and SIL will work in collaboration to re-assess a Registrant's eligibility at the point of housing offer.
- The selection of tenants for a vacant property shall be the responsibility of DHS SDA and SIL in collaboration.
- All decisions in relation to eligibility assessment, determination of category of need, and allocation will be clearly documented.

4 Moving in

Moving into a DHS property is guided by the following steps:

4.1 Tenant selection and enduring suitability

The needs of a prospective tenant are identified and matched to a property's desired Tenant Profile as different properties have different accessible features and different eligibility criteria.

4.2 Preparations and Processes

4.2.1. Establishing a Fixed Term Residential Tenancy Agreement

Once a tenant is matched with a property, DHS will arrange for a Fixed Term Residential Tenancy Agreement to be signed. This document establishes the formal relationship and responsibilities between the tenant and DHS. If the tenant is a Supported Disability Accommodation recipient, then the Tenancy Agreement is intended to be the service agreement required by the NDIA.

4.2.2. Paying rent

Rent payment is established and the contact details of the tenant and family/personal support worker are recorded.

4.2.3. Adaptations to the house

DHS can organise minor modifications to the property to ensure it meets the needs of the tenant. An agreement regarding funds and costs of property modifications must be arranged prior to changes being made.

4.2.4. Property inspection

Each property is inspected prior to a tenant moving in and moving out to record its condition. A copy of the completed inspection sheet will be provided to the new tenant. Properties will then be inspected each six months to:

- make sure tenants are meeting all the conditions of their Fixed Term Residential Tenancy Agreement.
- ensure the property features suit the needs of the tenant.
- tenants have an opportunity to discuss their tenancy and housing experience.
- discuss with tenants their property responsibilities and routine tasks they can undertake.
- report on cyclical maintenance on dwellings
- check the quality of recently completed maintenance work.
- observe the property and environs to identify any new issues.

4.2.5 Moving in

If Property keys are required, they will be provided by the SIL provider.

4.3 Utilities

The properties owned by the Minister of Department of Human Services, as a group home the Department will have the invoices in the name of DHS. We will pay the initial invoice when it comes in. We will recover the costs depending on your arrangements within a service agreement.

DHS is responsible to pay council rates and land tax charges.

5 Tenant and Landlord Responsibilities

5.1 Tenant Responsibilities

The Responsibilities of a tenant are to:

- Maintain the house, keep the premises clean, tidy and pest free.
- Maintain the garden to an acceptable standard, the landlord may assist with this on some properties, this may be included in Client Fees to enable regular garden maintenance for trees and large shrubs.
- Pay for repairs to items which are the responsibility of the tenant (refer to section 6.6 for more information). This includes repairs to items beyond normal wear and tear, and any damage caused by the tenant, guest, or support worker.
- Contact us (in writing preferably) for landlord endorsement to add any fixtures or make alterations to the house. This includes shelves, fences, water filters etc. (refer to section 6.8 for more information). In most circumstances the tenant will need to fund alterations and return the property back to its original state when vacated.
- Ensure no illegal activity occurs on the property and respect the privacy of neighbours and co-tenants.
- Contribute positively to the living environment and do not cause or permit, or allow visitors to interfere with the peace, comfort or privacy of another person who resides within the immediate vicinity of the premises.
- Pay rent on time.
- Pay water usage charges.
- Arrange insurance for contents and personal possessions. (DHS insures the building)
- Arrange for the transfer of utilities and services (or contribute to a communal fund or other arrangement)
- Provide income information to assist the determination of rent when required.
- Advise if a visitor will be in the property for a lengthy period. If they are expected to occupy for more than 12 weeks their income is used in the calculation of income-based rents.

5.2 DHS Responsibilities

The Responsibilities of the Landlord (DHS) are to:

- Ensure the house is clean before a tenant moves in
- Meet the cost of necessary repairs resulting from wear and tear to the property, as determined by DHS (refer to section 6.6 for more information)
- Allow the tenant peace, comfort, and privacy.
- Pay council rates, land tax charges and basic water rates.
- Provide appropriate notice to enter the tenant's premises.
- Provide a tenant with proper receipts of all payments where requested.
- Provide a tenant with a copy of the Residential Tenancy Agreement, Easy Read Tenancy Guide, and Entry/Exit inspection sheet.

5.3 Personal Support Agency Responsibilities (relative to the property)

The Responsibilities of a Personal Support Agency, if one is in place, are to:

- Attend to the personal support needs of the tenant.
- Support the tenant to meet his/her responsibilities as described in this manual.
- Deliver services in a manner which reflects their client's privacy as the tenant in the house.

5.4 Insurance

Building

DHS insurance covers general property damage but not deliberate or careless damage. DHS is responsible for building insurance.

Contents

Tenants are advised to arrange contents insurance in case of fire or theft.

5.5 Rubbish and Recycling Collection

It is the tenant's responsibility to dispose of rubbish from the house and garden. Please check with your local council about dates for rubbish collection and access to recycling and general waste bin services.

If you lose or damage a bin the local council may charge you for a replacement

6 Rent and other Payments

6.1 Determining rent.

DHS provides accommodation at a rental rate often considerably below the market rate. Rent is determined in one of two ways depending on the dwelling:

6.1.1 Rent payments

The rental amount is set according to NDIS Pricing Arrangements for Specialist Disability Accommodation and under the Social Security Act 1991, Rent will generally base at approximately 25 per cent of the tenant(s) Disability Support Pension. Plus, 100 percent of Commonwealth Rent Assistance. Rental rates are subject to future government policy changes and a maximum rent applies.

If DHS has enrolled your home as Specialist Disability Accommodation with the NDIS there are specific government rules, we are required to use to assess your rent, once this allowance on your home is claimable by DHS.

You must inform DHS if you, or any member of your household, have an income change of more than \$10 per week in any given six-month period. In the event where a property has multiple tenants with separate tenancy agreements this information is provided on an individual basis. It is important to advise DHS of any increase to income to avoid backdated rent costs. If a tenant's income decreases, their rent may also decrease.

Failure to respond to tenant rent reviews is a serious breach of your tenancy agreement as DHS has a contractual obligation with Housing SA to review rents on a regular basis.

In most circumstances tenants provide us permission to receive information direct from Centrelink to simplify the process for them and DHS.

6.2 Rental payments in advance

Rent must always be paid two weeks in advance, generally via Centrelink's Centrepay system or direct to DHS.

6.3 What if I am unable to pay my rent on time?

If you are unable to pay your rent on time, please contact DHS - we'll do our best to help.

6.4 Supported Disability Accommodation (SDA)

If a tenant is an SDA recipient in an SDA registered property, they are required to support DHS claim those payments. This can be done by informing DHS of their NDIS recipient number, for those self-managing this may be by paying the SDA components to DHS upon invoicing.

7 Repairs

7.1 Payment

Repairs required as a result of anything other than normal wear and tear must be paid for by the tenant or support provider.

7.2 Fair wear and tear

“Non fair wear and tear” means any deterioration of, or damage to, the property not due to age and/or reasonable use of the property.

Expected lifespan of items:

Internal painting	7-10 years
External	7-10 years
Roofing	50 years
Down pipes and gutters	20-30 years
Kitchen cabinets and joinery	25-30 years
Bathroom fit-out	25 years
Carpet to floor	10 years
Vinyl to floor	15 years
Hot water unit	7 years

The following information offers guidance on payment responsibilities but is not intended to be an exhaustive list. If you would like clarification about a matter, please contact DHS.

Landlord Responsibilities

- Fair wear and tear to structural items and fixtures which are the landlord’s responsibility.
- Leaking gutters or taps.
- Faulty locks or doors (unless damaged by tenant or guest).
- Damage to the roof as a result of wind or storm.
- Replacing worn-out hot water service.

Tenant or Service Provider's Responsibility

- Any additions/modifications to the property to meet the individual needs of the tenant or their personal support staff.
- Damage to the property caused by tenants, visitors or support workers outside fair wear and tear for a domestic house.
- All items excluded under the Residential Tenancies Act Regulations 1995, section 11 (refer Section 6.3).
- Toilet/drain blockage caused by material in drains or toilet.
- Washing machines, fridges, microwaves etc.
- To replace light globes, sensors, and batteries.
- Replacement of water filters where they have been provided to the water supply.
- Cost associated with regaining entry to dwelling if you accidentally lock yourself out.
- Damage to doors, walls, screens, and handles.
- Replacement of lost remote controllers to roller doors (if fitted).
- Maintain and test equipment not provided by DHS.

7.3 Items not maintained by DHS

DHS provides accommodation at a rental rate considerably below the market rate and does not operate at a profit. This means there is a limit to what we can pay for. The Residential Tenancies Act 1995, section 11, explains that Associations (landlords) are not responsible for the following items:

- Refrigeration units
- Antennas
- Ceiling fans
- External blinds
- Floor coverings
- Garden sheds
- Internal blinds and curtains in Participants Bedrooms
- Window treatments in participants bedrooms
- Light fittings
- Dishwashers
- Washing machines
- Rainwater tanks, other than where the tank is the only source of water for the premises.
- Water pumps, other than where the tank is the only source of water for the premises.

7.4 Who can initiate work?

- A work request can be initiated by a tenant or support agency team leader (please refer to the Maintenance Request Form).

- The person requesting the work must understand who will pay for the cost of the repairs and, where appropriate, have gained authorisation. There is a requirement to provide clear billing instructions when initiating work.

Please ensure other people at the property know about the initiation and status of repair jobs; this helps avoid multiple requests or any confusion.

7.5 Prioritising repair work

Response times for repairs will vary depending on the nature and urgency of the request.

Priority 1

Emergency Only – within 1 hour.

Emergency repairs that cause serious health, safety, or security risk to you and/ or property. Burst water pipe, no light, power, gas or water, flooding, broken door locks to external doors, dangerous electrical faults, or gas leak.

Priority 2

Within 1 Business Day.

High priority repairs are situations which cause inconvenience or discomfort to the tenant, or which may cause property damage if left unattended for long periods.

Major roof leaks, faulty smoke detectors, appliance failure, partially blocked pipes or drains that are a health and safety risk, problems with hot water or critical taps that cannot be turned on.

Priority 3

Within 5 Business Days

Repairs that will not compromise your health, safety or security or the security of the property.

Minor leaks or cracked roof tile.

Priority 4

Within 5 to 30 Business Days

Repairs that will not compromise your health, safety, or security of the property.

Fly wire replacement or renewal of silicone seal to shower/ bath.

7.6 Repairs and Maintenance Requests

Repairs or maintenance work can be initiated by contacting DHS. Please complete a Maintenance Request Form online or the form which is provided with this manual.

Completed requests sent to:	
Email	DHSAssetsRequests@sa.gov.au
Post	Riverside Centre North Terrace Adelaide SA 5001
Telephone	8207 0459
Please include the following information	
Property Address	xxxxxxx xxxxxxxxx xxxxxxxxxxxxx

Note: Please ensure you include the street and unit number if applicable.

Priority of work

Please specify if the work is low, high, emergency (refer to section 7.5 for more information).

Details of the repair required.

Please specify the details of the repair/s and the item (for example, if this is for a hot water service or stove; please specify whether gas or electric, storage or instantaneous, internal, or external, the size and make and model, if known).

Contact person and telephone numbers.

Please specify an appropriate contact person and telephone details to enable a tradesperson to access the property.

Billing instructions

Instructions must outline who will pay for the repair – the tenant, the support agency, or the landlord. Note that incorrect billing instructions may attract an additional administration fee from DHS (refer to section 6.1 for more information).

7.7 After hours emergency repairs

For all after-hours emergency situations please call **(08) 8207 0655** Please use this only if the situation warrants immediate attention prior to the next business day.

Please make sure you leave your name and a return phone number if someone isn't immediately available to take your call.

An example of an after-hour emergency may include a burst water main or a major blockage of a toilet, where the situation is unable to wait until the next business day.

If you have no electricity, please refer section 13.2 of this document before calling.

7.8 Changes/additions/painting of your property

You are required to seek permission in writing from DHS prior to making any changes and / or additions.

If a tenant or personal support agency seeks changes or adaptations outside a landlord's responsibility, then the tenant or personal support agency is responsible for the costs incurred as outlined in the Tenancy Agreement.

If a proposed modification assists a tenant living with disability to be more independent, DHS along a tenant's NDIS Support Coordinator may be able to explore funding options.

Repairs and tradespeople must be approved by DHS. Specialised work will need to be done by licensed/qualified tradespeople.

You will be asked upon vacating the property to rectify changes and repair any damage the modifications may have caused, or where relevant you may choose to simply donate the item to the next tenant. DHS reserves the right to decline such a donation and ask you to repair damage caused by the changes.

To assist DHS, you are asked to submit all requests for changes/additions/painting in writing (email or post) including:

- Description of proposed work
- Appropriate drawings/colours/design where appropriate
- Quotes
- Tradesperson's details (name, license number, and public liability insurance details such as company, policy number, expiry date)
- Details of who will pay and address for invoice.

Please address requests to:	
Email	DHSSDAEnquiries@sa.gov.au
Post	DHS PO BOX 292 Adelaide SA 5001

Tenants/personal support agency must then advise DHS when work is completed. For larger projects (e.g., shade sails, verandas, carports, and high fences) you may also need.

permission from your local Council.

7.9 Security of Tenure

If your home becomes so damaged (for example by fire or flood) to the extent that it is no longer safe or practical for you to live there the Accommodation Provider will write to you:

- explaining how they will repair the damage to your home and if required will work with the NDIA to find you another home during the repairs;
- OR
- work with the NDIA to find you another permanent home and end this Accommodation Agreement

8 Accessibility

8.1 Accessible houses

We aim to make our houses fully accessible for tenants as possible. Accessibility refers to the ease with which a person can navigate their home and use its features. There is no standard accessible home as each property and tenant's needs differ.

DHS understands the importance of tenants being able to make modifications to features at the properties to increase accessibility. This can include modifying taps or adding power points. We encourage tenants and personal support staff to initiate a discussion with us about ways to improve accessibility.

DHS will generally grant permission for modifications to occur relatively quickly, and we ask that you submit your plans (refer to section 6.8).

If you have NDIS Specialist Disability Accommodation funds behind your NDIS plan this may impact how modifications can be undertaken.

9 Property Inspections

9.1 What to expect for a property inspection.

The property will be inspected at regular intervals to ensure it is adequately maintained. DHS will provide tenants with seven (7) days' notice in writing of planned inspections.

If a tenants unable to attend the property inspection, they must contact DHS to make alternative arrangements or to agree to allow DHS to enter and inspect the property in your absence.

DHS will provide 48 hours' notice when entry onto the property is required for the purpose of repairs or maintenance.

If an emergency entry is made, then consent of the tenant will be requested at the time of entry or immediately before.

In addition to these formal inspections of the property DHS will conduct visits to tenants as required to assist tenants to ensure compliance with best practice lease and property management. For example, to inquiry about rent payments, assist with changes in income or household circumstances, inspect recently completed maintenance.

10 Pets

10.1 Can a tenant have a pet?

DHS will generally grant permission for pets. Please contact us to discuss the suitability of your pet for your house and to obtain approval.

A tenant is generally allowed to have a pet, providing it does not damage the house or cause others undue stress or interference and any co-tenant is consulted and they agree.

Tenants are responsible for any damage caused by their pet. Failure to adequately control a pet is a breach of the tenancy agreement.

11 Smoking/ Vaping

11.1 Can I smoke in my property?

DHS has a no smoking, vaping, or E-Cigarette indoors policy.

Tenants and their guests can smoke outdoors.

12 Moving out

12.1 Steps to take when moving out.

Moving out of an DHS property is guided by the following steps:

1. Contact us to discuss your intention to vacate.
2. Pay appropriate rent up until the nominated date.
3. Leave your home in a clean condition and remove all rubbish from the premises. Pay special attention to cleaning the stove, cupboards, toilet bowl and floor coverings.
4. Arrange for an exit inspection with DHS.
5. Pay any charges we identify for damage that has been done during your tenancy, for any cleaning costs or removal of rubbish.
6. Completely vacate the property by the nominated date and return the keys to DHS. DHS does not accept responsibility for loss or damage to any items left on the premises.
7. Notify energy providers, banks, clubs, insurers etc. of your change of address.

12.2 Notice to vacate the property.

On rare occasion, DHS may ask a tenant to vacate the property in which they are living, in which case we will Endeavor to provide tenants with as much notice as possible.

DHS is happy to discuss any concerns regarding notices and alternative accommodation options.

We will provide the tenant/s with sixty (60) days of notice to vacate for the following reasons:

- Demolition of the house
- The property has been sold.
- Major repairs to be undertake.

Under the Residential Tenancies Act if rent is fourteen (14) or more days late, and arrears not remedied within the seven (7) following days, DHS can take steps to evict the tenant from the property.

13 How to give feedback.

13.1 Compliments, grievances, and appeals.

DHS welcomes feedback from tenants, families, and friends. We strive to reach high standards and pride ourselves on listening to what you have to say. If at any stage, you are delighted or unhappy with our service or want to discuss property issues, please contact DHS.

If you make a complaint, we will firstly refer it to the person who made the decision for them to review the decision. The person's Team Leader will then review the decision to ensure it was reasonable and within our policies.

If you are still unhappy after this process, please contact The Director of Infrastructure via email DHSSDAEnquiries@sa.gov.au who will respond to your complaint in a timely manner.

The Government's system is an external appeal to the South Australian Civil & Administrative Tribunal (SACAT).

You must lodge your appeal within 30 days of receiving notification of the outcome of DHS's internal appeal decision.

An appeal must be made in writing and must include:

- Your name and contact details.
- The name of any other parties involved – for example another tenant.
- Details around how the dispute arose.
- A clear indication that this is an appeal.

If you are unhappy with the outcome of DHS's internal appeal, you can lodge a further appeal with the South Australian Civil and Administrative Tribunal within 30 days of receiving notification of the decision.

Prior to lodging an appeal, you are strongly recommended to seek further advice and information about your own situation from SACAT or another relevant organisation which can help in a dispute:

- Community Mediation Services provides free, independent advice and support to help reach mutually acceptable outcomes.
- Tenants Information and Advocacy Service can provide free, independent support and advice. It can act as an advocate on your behalf with your community housing provider.
- Contact the Legal Services Commission for information on free legal advice.
- Police: 131 444 If you file a report, ask the Police for a copy, and keep it for your records.
- Environment Protection Agency (EPA) Ph: 08 8204 2000.
- There are regulations that control noisy machines, power tools and air conditioners.
- If at any stage after this process you feel the matter has not been fairly processed, then we encourage you to write to the Director of Infrastructure via Email DHSSDAEnquiries@sa.gov.au

13.2 Complaints about DHS

There are three main ways you can give us your feedback or complaint:

1. Send us an email to: DHSSDAEnquiries@sa.gov.au. Call us on **08 8207 0459** and ask to make a complaint – we can then write down the complaint for you.
2. Write to us via post:
DHS Property Asset Manager
Infrastructure, Asset Services
PO BOX 292
Adelaide SA 5001
3. Email: DHSSDAEnquiries@sa.gov.au

Please feel welcome to contact us if you feel unhappy with our service. If you don't feel confident to speak to us or you are not satisfied with the result, you can contact the NDIS Quality and Safeguards Commission.

Interpreting and Translating Centre:

Phone: 1800 280 203

Email: itc@sa.gov.au

13.3 Complaints to the NDIS Quality and Safeguards Commission

Their complaints service is independent and free.

Phone 1800 035 544 (free call from landlines)

Complaint contact form:

www.ndiscommission.gov.au

13.4 Accessing an Advocate

DHS respects the rights of all tenants to engage an advocate.

Advocacy agencies which may be able to assist: The Disability Advocacy Finder is available at

<https://www.dss.gov.au/our-responsibilities/disability-and-carers/program-services/for-people-with-disability/national-disability-advocacy-program-ndap>

The South Australian Tenants' Information and Advisory Service (TIAS):

<https://www.syc.net.au/home/housing-support/tias/>

1800 060 462

The Legal Services Commission of South Australia:

https://lsc.sa.gov.au/cb_pages/24legal.php

1300 366 424

13.5 Incident Management

DHS is committed towards preventing, responding to, and managing incidents, ensuring all incidents are recorded, and that actions are taken to respond to them and prevent such incidents from happening again.

An incident is something that happens in your home in connection to your property or services we provide which have or could have, caused a person living with disability harm or there is a risk of serious harm to another person.

DHS as a responsible provider is obligated to report serious incidents (including allegations) to the NDIS Quality and Safeguards Commission.

- We must report the death of person.
- Serious injury of a person.
- Abuse or neglect of a person.
- Unlawful sexual or physical contact with, or assault.
- Sexual misconduct committed against, or in the presence of, a person, including grooming of a person for sexual activity.
- The unauthorised use of a restrictive practice.
- Report suspected crimes to the police and other relevant authorities.

We will provide you information on how an incident that involves you is managed and resolved. We will do this via email/telephone or alternative format which we will determine with you.

13.6 Conflict of Interest

A conflict of interest can occur when an DHS employee's personal interests' conflict with their responsibility to act in the best interests of DHS or our policies. We have policies in place to guide employees on how to manage actual, potential, or perceived conflicts.

DHS recognises that there is a potential for risk of real or perceived conflicts of interest in its role as a NDIS provider of SIL and SDA. Who manages both the dwelling and the support service.

Details of this relationship are the Accommodation Provider and Service Provider are currently the same organisation. The Accommodation Provider and support Services are managed separately within the Department of Human Services.

These policies are available to you on request in the language, mode of communication and terms which you are most accessible for you. Contact DHSSDAEnquiries@sa.gov.au or call us on 08 8207 0459.

If you feel that one of our employees has acted in an inappropriate manner, please feel welcome to contact us through our complaints process described in this document.

13.7 Privacy and Dignity

DHS collects and administers a range of confidential information for tenancy and government reporting purposes.

We collect this information with your consent through tenancy or service agreements and other forms/agreements you provide to us.

We only collect information that is necessary, and we limit who can access it within our organisation.

You can request to see or amend information that we hold, that is about you, by contacting us.

We have policies in place to guide employees on how to manage confidential information.

DHS is bound by the Australian Privacy Principles (APPs) in the Privacy Act, which regulate how organisations may collect, use, disclose and store personal information, and how individuals may access, and correct personal information held about them. DHS is also bound by the requirements of Ombudsman SA's Information Sharing Guidelines.

These policies are available to you on request in the language, mode of communication and terms which you are most accessible for you. Contact us email DHSSDAEnquiries@sa.gov.au or call us on **08 8207 0459**.

14 Hints and tips

14.1 Safety Devices and Procedures

There are a number of features that may be in your home to make it safe. Make sure you become familiar with these and where the exits are in the home. Keep all pathways and access points clear of rubbish bins and other items.

Thermostatic Mixing Valves – the plumbing system in your home may have tempered water system operating in the bathroom. We service it each year to check it and make it safe. No one is to interfere with it, if a plumber works on your property, please make them aware of it.

Building Evacuation Procedures – don't panic; ascertain the best way to get out of the building checking for obstructions. Congregate at the front of the property where it is safe to do so. Contact emergency services and advise them of the situation, your location and if there is anyone who requires assistance.

Smoke Detectors – you have them in your home, and they will go off if they detect smoke. They are interconnected and this means that they will all go off together which will make a loud noise - don't touch them. If you suspect a false alarm, check all areas of the building to confirm, follow evacuation procedure in case of fire. We service every year to ensure they operate correctly and are maintained.

Fire Alarms – if in place and they sound please follow the Building Evacuation Procedures.

Supported Independent Living Provider Procedures – Supported Independent Living providers and their staff will take their own responsibility to be safe in a domestic controlled environment. This may include having their own operating procedures to ensure:

Correct manual handling.

Safe use of equipment, e.g., lifters, doors, fire devices etc...

Staff knowledge of the property's features and the organisational procedures.

Safety Procedures

Make sure everyone knows to CALL 000 in an emergency. Set '000' on your emergency call function on your phone or other communication device.

Make sure everyone is familiar with all the exits in the home and the location of water shut-off valves, circuit board locations etc. Keep all pathways and access points clear of rubbish bins and other items.

Make sure there is a supply of torches should there be a power failure. Identifying local generator hire companies may be valuable for those who have specific medical conditions that require electricity within a specific time period.

14.2 Electrical outage

If there is an electrical outage, please attend to the immediate safety and wellbeing of all people in the house. A store of torches will be helpful (tenant/personal support provider responsibility).

Before calling for emergency assistance, check if all power is off in the street. A simple look at the neighbours and streetlights will tell you if the problem is just your house or if it is a broader problem with electrical supply to the area.

If it is a problem in the whole street, telephone 13 13 66 for more information.

If the problem is just at your property, check if an appliance has set off the Residual Current Device, or if a circuit breaker has been activated. These are in a panel in the circuit box in the house or outside where the electricity meter is located. If the Residual Current Device has been set off, reset it. If it goes off again, one possibility is that there is an electrical appliance causing the problem. Often this is the most recent appliance that has been used. Disconnect that appliance, reset the switch. If it is set off again then disconnect all appliances, reset the switch, and then plug them back in one at a time to find out which of your appliances is causing the problem. If unsure, put your safety first and initiate a repair and maintenance request.

If the power goes off for an extended period, please switch off appliances such as heaters, hair dryers and vacuum cleaners, as a safety precaution for when the power returns.

14.3 Heatwaves and emergencies

- If you are concerned about your health or safety when extreme heat is expected, you can register for a volunteer phone welfare check during these events. The service is run by Red Cross volunteers, and you can register at 1800 188 071 Make sure everyone knows to CALL 000 in an emergency.
- Make sure tenants and support staff have an evacuation procedure in case of an emergency (fire, flood).
- Make sure everyone is familiar with all the exits in the home and the location of water shut-off valves, circuit board locations etc. Keep all pathways and access points clear of rubbish bins and other items.
- Make sure there is a supply of torches should there be a power failure. Identifying local generator hire companies may be valuable for those who have specific medical conditions that require electricity within a specific time period.

14.4 Critical incidences

A critical incidence is one that:

Caused or is likely to cause significant negative impact on the health, safety or wellbeing of the tenant or support.

Usually requires a crisis response, incident, management, or coordination.

If such an incident happens at your home firstly ensure you are safe and/or arrange for an emergency services agency to assist. Secondly, report the incident to DHS.

14.5 Pest Control

If you have any problems with vermin during your tenancy, please follow the below guide.

Pest	Responsibility
Ants	Tenant responsibility – your local hardware store will have a solution
Bees	Tenant responsibility – unless bees are in chimney or roof space, inside cavity wall or the front or rear veranda in which case DHS will have them removed
Cockroaches and/or fleas	Tenant responsibility – if the tenant has lived in the property for more than 30 days DHS – if the tenant has lived in the property for less than 30 days
Rats and mice	Tenant responsibility – set baits or traps

Spiders	Tenant responsibility – use insect spray and barrier sprays
Snakes	Tenant responsibility – organise a snake catcher
European Wasps	Local Council responsibility – provided the location of the nest is known
Birds	DHS – if birds are in the roof cavity
White ants	DHS
Possoms	DHS – if possums are in the roof cavity

14.6 Who do I talk to if I have a question?

1. Repairs and maintenance/general property matters/ permission to add any fixtures or make any alterations to the house:

Email	DHSSDAEnquiries@sa.gov.au
Post	GPO Box 292 Adelaide SA 5001
Telephone	08 8207 0459

2. For personal support needs or tenant care issues please contact the appropriate personal support agency representative.

15 Other DHS Services

15.1 Website

Visit the DHS website www.dhs.sa.gov.au for information on a wide range of issues of interest to the disability community.

You can also connect with DHS via the Facebook page www.facebook.com.au/HumanServicesAU

16 Maintenance Request form

16.1 Maintenance Request Form – online link

Repairs or maintenance work can be initiated by completing a Maintenance Request Form via online, [Maintenance Requisition \(Online\)](#) or by contacting us:

The SIL provider can submit a request form on your behalf.

Email	DHSAssetsRequests@sa.gov.au
Post	GPO Box 292 Adelaide SA 5001
Telephone	08 8207 0737

16.2 Maintenance Request Form

All maintenance requests must be submitted to DHS by completing and returning this form. Response times will vary depending on the nature and urgency of the request.

We encourage you to call us if you have any maintenance questions – we are here to help.

Return to:

Email: DHSAssetsRequests@sa.gov.au

Phone: 08 8207 0737

Maintenance Request Form

Please provide the below information to raise a maintenance request with Asset Services, Property Management.

When your maintenance work is raised, you will receive a confirmation email. If more information is required, you will be contacted via the details you provide below.

If the matter is urgent (priority 1 or 2 as per the table on page 2), please contact 8207 0737.

Date Requested			Cost Centre:	
Site Location Number, Street Name And Suburb:				
Detailed location of fault (e.g., Room number, front door, laundry)				
Provide details of Maintenance required and attach photo's if possible				
Client Damage (i.e., Broken window, holes in wall)	Yes No	Client Request (i.e., House Modifications/or Equipment)	Yes No	Client NDIS Number..... Client Number
Priority Level (Refer Table on Page 2)	2	3	4	
Please nominate desired Attendance time for contractor				
Requested by:			Please provide 2 Site Contact No:	
Authorised Manager:			Manager Phone No:	

Please Note: Your authorised manager will receive an email confirming the receipt of this form.

Please contact your manager to confirm receipt of this request.

Send Request to Manager

I (The Authorised Manager) authorise this Maintenance Request

Send to Asset Services, Property Manager

A Gov Safety job will be raised

Raise in Gov Safety
Click here if this request presents a potential WHS Risk/Workplace Hazard

General Enquiries details are available here: [DHS wellbeing and Safety Unit](#)

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Priority	Response Time	
	Metropolitan	Regional
1	Emergency Only – within 1 Hour	Emergency Only – within 4 Hours
2	High Priority – within 1 Business Day	High Priority – within 3 Business Days
3	Within 5 Working Days	Within 5 Working Days
4	Within 5 to 30 Working Days	Within 14 to 30 Working Days

After hours priority 1, please call Ventia 1300 903 063.

Items not maintained by DHS (refer to 6.3 of the Property Manual)

The Residential Tenancies Act Regulations 1995, section 11, explains that Associations (landlords) are not responsible for the following items:

- Refrigeration units
- Antennas
- Ceiling fans
- Spa bath motors
- External blinds
- Waste disposal units
- Floor coverings
- Garden sheds
- Internal blinds and curtains in participants bedrooms
- Window treatments in participants bedrooms
- Light fittings
- Dishwashers
- Washing machines
- Rainwater tanks, other than where the tank is the only source of water for the premises.
- Water pumps, other than where the tank is the only source of water for the premises.

17 Maintenance Request Form Guidelines

Please refer to the DHS Property Manual for reference and further details regarding the Work Request Form Guidelines.

Prioritising Repair Work (refer to 6.5 of the Property Manual)

Emergency repairs are those requiring immediate attention and may involve water, gas, and energy, and/or safety and security. Examples include: No hot water, significant storm damage, blocked drains, and toilets (where another toilet cannot easily be used), no power to the house, electrical faults, burst water mains/pipes.

In the event of an after-hours emergency repair, please call **08 8207 0655**. Please use this number only if the situation warrants immediate attention prior to the next business day.

High Priority Repairs involve situations which cause inconvenience or discomfort to the tenant, or which may cause property damage if left unattended for long periods.

Low Priority Repairs involve minor repairs of a non-urgent nature, such as dripping taps.

Who pays for what? (Refer to 6.2 of the Property Manual)

The information provided below offers some guidelines on who pays for what in specific circumstances, though this is not an exhaustive list. If you would like clarification about a matter, please contact the DHS Property Officer.

Landlord's responsibility to fund:

- Fair wear and tear on those structural items and fixtures which are the landlord's responsibility.
- Leaking gutters or taps.
- Faulty locks or doors (unless damaged by a tenant or guest)
- Damage to the roof as a result of wind or storm
- Replacing a worn-out hot water service
- Smoke alarms
- Removal of leaves from roof and gutters

Tenant or support service provider's responsibility to fund:

- Any additions/modifications to the property to meet the individual needs of the tenant or their support staff.
- Damage to the property caused by tenants, visitors or support workers outside fair wear and tear for a domestic house.
- All items excluded under the Residential Tenancies Act Regulations 1995, section 11.
- Toilet/drain blockage caused by material in drains or toilet.
- Washing machines, fridges, microwaves etc
- Light globe replacement, sensor light adjustments or call system testing.

SDA Customer Feedback and Complaints Form

How do I share my feedback?

Email: DHSSDAEnquiries@sa.gov.au

Writing: Department of Human Services GPO Box 292, Adelaide SA 5001

Phone: 08 8207 0459

Or if you are not satisfied you can lodge your complaint directly with the **NDIS Quality and Safeguards Commission**, which is an independent agency established to improve the quality and safety of NDIS support and services.

www.ndiscommission.gov.au/contact-us/makeacomplaint

What will happen to my feedback?

- We will aim to acknowledge your feedback within **3 business days**.
- We aim to address all feedback within **21 business days**.
- We will always use your feedback to continually improve our services.

Given Name	
Family Name	
Date	
Address	
Phone Number	
Please provide details of the Feedback or Complaint	

<i>For internal Use</i>	
Investigation	
Outcome	
Date Notified	
Details of Review	
Registration Number	

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