



Charges for Non-Fair Wear and Tear Repairs

Policy Intent

Housing Tasmania will pass on the cost of maintenance works to the tenants (current or vacated) where works are required but have been assessed as not being "reasonable wear and tear".

The definition of "reasonable wear and tear" has been defined in the Consumer Affairs and Fair Trading document; Residential Tenancy Guidelines, section 5, dated 17 November 1998. The below information is an extract from that document.

5.5 Summary of principles.

- If the deterioration to the premises is caused by natural forces, the 'damage' will be considered 'reasonable wear and tear'.
- If the deterioration is caused by an act of the tenant within his or her control and outside the normal functioning of the household, the damage will be considered to be unreasonable.
- Deterioration to the premises by rain, wind and the sun would appear to be the responsibility of the owner.
- Deterioration to the interior by way of stains to the carpet, damage to the walls, glass breakages etc. is outside what can be considered reasonable wear and tear.

Housing Tasmania will repair in limited circumstances

In general, Housing Tasmania **WILL NOT** undertake repairs on occupied homes which are required as a result of tenant abuse or misuse.

Where items of such a nature are identified, the tenant will be requested to rectify the damage within a reasonable time-frame (to be determined by the Tenancy Team Leader or Area Manager)

Dependant on the type of damage consultation with Statewide Maintenance Services may be required.

However, Housing Tasmania may decide to undertake works in the following circumstances:

- Where the tenant has failed to undertake works requested and there is a resulting health and/or safety risk;
- Where there is a risk to the future fabric of the dwelling if works are not undertaken;
- Where the damage has occurred to an essential service;
- Where Housing Tasmania has been instructed by local government or legislation and time limitations are imposed; and



- Where there is a risk to the future of the dwelling and or a specific component if works are not undertaken.

If this option is taken, the costs incurred in completing the work will be passed on to the tenant.

Exceptions

Housing Tasmania may not pursue the recovery of maintenance repair costs in instances where:

- The damage was the result of illegal actions of another party or actions that the tenant was unable to prevent /control. e.g., a domestic violence situation where the perpetrator has been identified and/or charged by Tasmania Police;
- Previous works undertaken by a Housing Tasmania contractor did not meet appropriate standards;
- Damages are as a result of Police actions and/or other Emergency Services

Prior to a commitment being made to not pursue costs documented evidence must be gathered to support the tenants claims (eg police report and/or demonstrated evidence that all reasonable steps to charge the responsible party have been taken).

Links to other policy statements

Decisions in relation to charging, pursuing and managing cases where maintenance charges are to be applied should be made in the context of the Outstanding Charges Policy and Housing Tasmania's Decision Making Framework.

Fair and consistent procedures

Fair and consistent procedures will be followed in every case where costs for maintenance repairs are to be charged.

Information about review options

In all instances, where a client has been charged for maintenance repairs, Housing Tasmania will advise them of their right to have the decision reviewed. This advice will be given in writing at the time the invoice is sent out.

For further information relating to this policy please email the helpdesk housing.policyhelpdesk@dhhs.tas.gov.au