



Guidelines for the **Maintenance** of Supported Accommodation Properties

Disability, Child, Youth and Family Services
(DCYFS)



Guidelines for the Maintenance of Supported Accommodation Properties

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1. Introduction

These guidelines refer specifically to the **maintenance** of supported accommodation properties leased under Housing Tasmania's Community Tenancy program.

As a general principle, Housing Tasmania ensures that all houses are safe and well-maintained.

For the purpose of these guidelines the reporting of intentional/non-intentional damage to property is also included as part of this framework.

The intent of these guidelines is to provide a framework for Housing Tasmania and organisations (including government and non-government) funded through Disability, Child, Youth and Family Services providing supported accommodation to use these guidelines:

- as a basis for dealing with maintenance requests and damage to property; and
- to support the development and/or complimenting of an organisation's own maintenance procedure.

2. Background

These guidelines relate specifically to organisations who provide supported accommodation through Community Tenancy lease agreements.

The Community Tenancy program is a key program supported by Housing Tasmania that focuses on tenancy management for clients with higher levels of support needs.

A Community Tenancy is a property lease agreement between Housing Tasmania (as the property and tenancy manager) and a support organisation (as the service and support provider) providing supported accommodation to eligible persons from a target group of individuals requiring higher levels of support to live in the community.

The majority of supported accommodation properties are leased from Housing Tasmania. These properties include: disability group homes; family group homes; and young persons residential care units.

The services provided at these properties are primarily funded by Disability, Child, Youth and Family Services (DCYFS) and delivered either directly by DCYFS or by non-government organisations (NGOs) through funding agreements with DCYFS.

Whilst many of the properties were originally acquired by Housing Tasmania as standard residential dwellings, many of the properties have been modified to make them more suitable for supported accommodation (i.e. wider doorways, modified bathrooms, toilets and other fittings and fixtures).

Additionally, the standard residential dwelling including, the fabric of the buildings, fittings and fixtures, may not necessarily be as robust as those found in a property that was 'purpose built' for supported accommodation.

Residents in these supported accommodation properties (including people with: disabilities; complex and challenging behaviours) may place far heavier demands on the fixture and fittings of residential dwellings. As a result, Community Tenancy properties have higher related maintenance costs and the physical condition of a standard residential dwelling may deteriorate more quickly than a property that has been purpose built.

Notwithstanding the *Housing Tasmania Community Tenancy Lease Agreement* which specifies the organisations covenants, requests for funding of maintenance (through the Department of Health and Human Services; Housing Tasmania; Accommodation Options Team) will be considered on an individual basis, subject to availability of funding and within the scope of these guidelines.

3. Wear and Tear

Properties that are used for supported accommodation may be subject to far heavier wear and tear than would normally be the case in a standard residential tenancy.

For Housing Tasmania purposes, 'reasonable wear and tear' is defined according to Section 5 of the Consumer Affairs and Fair Trading document; Residential Tenancy Guidelines (17 November 1998). According to this document:

- *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.*

In recognition that the definition of 'reasonable wear and tear' applies primarily to standard residential tenancies and in recognition that heavier demands will be placed on the hardware, fabric and fixtures in supported accommodation facilities, the opportunity to raise issues particular to a property is available to all organisations.

4. Who has responsibility to repair damage?

Properties that have not been constructed to a standard that is designed to specifically withstand the rigours of a supported accommodation property may sustain higher rates of hardware failure and in some circumstances, high levels of damage which may be substantial.

Damage caused by residents in these settings may extend to intentional acts that are typically the result of complex and challenging behaviours.

Examples of this damage include but are not limited to:

- Holes in:
 - walls;
 - doors;

- Broken:
 - light fittings;
 - power outlets;
 - door hardware;
 - window opening and closing mechanisms;
 - kitchen drawers and cupboards;
 - tap hardware;
- Smashed glazing;
- Blocked drains and toilets;
- Extensive soiling of floor coverings;
- Graffiti;
- Intentional burns to carpets and walls; and
- Removal of bricks and other masonry fixtures from internal and external walls.

While intentional property damage is not typical within supported accommodation properties and whilst damage to properties can be limited by the provision of appropriate supports for residents, it is not always possible to prevent the damage from occurring.

While recognising that damage may occur in supported accommodation properties, the Department of Health and Human Services (DHHS) operational units and NGOs that are responsible for Community Tenancies must take reasonable steps to:

- i) avoid damage to the property;
- ii) keep the property and grounds in a reasonably clean and neat condition;
- iii) ensure residents and visitors to the property do not damage any part of the internal or external aspects of the property.

If a request for property damage or maintenance is deemed by Statewide Maintenance Services (SMS) that it falls outside the definition of 'reasonable wear and tear, SMS will refer the matter to the Accommodation Options Team (AOT) for assessment and liaison with the appropriate DCYFS program area. If agreed that the repairs should be undertaken, the Manager, AOT will authorise SMS to obtain quotes and undertake the repairs (subject to the requirements of available funding and financial delegations).

The Department, through the relevant DCYFS program area in consultation with the AOT, will negotiate with the residents and the non government organisation, to determine the most appropriate course of action to address the property damage issue. This negotiation will consider the capacity of:

- individuals to contribute; and
- non-government organisations to contribute.

5. Reporting Maintenance and Property Damage

It is the responsibility of all tenants to report all maintenance issues to Housing Tasmania; this includes all DHHS program areas that are responsible for Community Tenancies and NGOs that are lease holders under Community Tenancies.

All maintenance (routine, emergency etc) must be reported to the Statewide Maintenance Services (ph 1300 665 663) in the first instance.

DCYFS program areas and NGOs should develop clear internal procedures for reporting maintenance and property damage.

6. Intentional damage

There are occasions where damage to properties will result from intentional acts.

All DCYFS program areas need to develop policies and procedures for responding to such acts, including where appropriate, reporting the damage to Tasmania Police.

In many cases, while the damage may have been caused by an intentional act, the person or persons who may have caused the damage may have presented with challenging behaviours.

Responses in these situations should consider any underlying conditions or circumstances that may have contributed to the incident and the individual's challenging behaviour. Responses should also take into consideration the provision of appropriate strategies to minimise the repetition of the behaviour.

Where damage to properties has occurred as a result of an intentional act (such as deliberate acts of vandalism), the damage must be reported to Housing Tasmania, as detailed in section 5 *Reporting Maintenance and Property Damage*.

While some damage may be the result of complex and challenging behaviours, DCYFS program areas and NGOs should liaise with the Accommodation Options Team to determine if the tenant/resident will be made responsible for the costs of the repairs.

Subject to the circumstances, costs could be passed on if a tenant / resident has:

- intentionally damaged a property;
- failed to take reasonable care to prevent damage;
- failed to keep the property in a reasonably clean and neat condition; and
- allowed damage to be incurred as a result of the actions of the members of the household or invited visitors.

In making a determination to pass costs on, AOT may seek:

- professional guidance regarding the ability and or capacity of the resident /tenant to self-regulate his or her behaviour; and
- advice regarding any likely detrimental impacts for the resident / tenant if costs were passed on.

7. Emergencies

Emergency maintenance refers to maintenance that is required if resident/tenant safety is at risk, or is required to prevent further damage to the property. For example if the roof has blown off in a storm, or there is a house fire. Emergency maintenance will be undertaken as soon as possible.

Emergency maintenance:

- during normal business hours are to be immediately reported to Statewide Maintenance Services by calling 1300 665 663;
- after hours or on weekends by calling 1800 005 588.

8. Urgent Maintenance

Urgent maintenance refers to maintenance that is required if essential services STOP working. For example water, sewerage, electricity, heating, cooking stoves or the hot water service. Urgent maintenance will be undertaken as soon as possible.

Urgent maintenance:

- during normal business hours is to be immediately reported to Statewide Maintenance Services by calling 1300 665 663;
- after hours or on weekends by calling 1800 005 588.

9. Non-Urgent Maintenance

Non-urgent maintenance includes things which are Housing Tasmania's responsibility but which are not an immediate health or security risk. Non-urgent maintenance is generally completed within 28 days of it being reported to Statewide Maintenance Services.

All non-urgent maintenance:

- During normal business hours is to be reported to Statewide Maintenance Services by calling 1300 665 663.

10. Timeframes

If a maintenance request is approved, Housing Tasmania will:

- undertake emergency and urgent repairs as quickly as possible; and
- undertake other repairs within 28 days, but sooner whenever possible.

11. Fire safety and compliance

Housing Tasmania is required to comply with the *Building Act 2000* and *Building Regulations 2004* to ensure that the (fire) safety and health features in buildings (including supported accommodation facilities) are maintained in good working order.

An **Annual Maintenance Statement** (Form 56) certifying that the maintenance has been carried out may be required for each property.

It is essential that all non government organisations:

- meet the requirements of the Community Tenancy arrangement as outlined within the lease agreement for the property;
- advise Housing Tasmania in writing of any change to the tenancy arrangements, fire equipment or building. Without this information the compliance of the property may be jeopardised.

Appendix 1 Maintenance Process

