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| **Teacher Housing Property Management**  Policy and Guidelines for the Management of the Teacher Housing Portfolio |



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## **Definitions for the Teacher Housing Portfolio**

## **Definitions**

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| In this document, unless the context otherwise requires:**Department** means the Department of Education and Training.**FTA** means the *Fair Trading Act 1999*. **GEHA** means the Government Employee Housing Authority.  **Host School** means the schooldesignated by IFSD as having responsibility for a residence.  **IFSD** means the Infrastructure and Sustainability Division of the Department’s Infrastructure and Finance Services Group (IFSG)  **Minister** means the Minister for Education and Training  **RTA** means the *Residential Tenancies Act 1997.*  **RTA Guide** means the publication *Renting a Home – A Guideline for Tenants and Landlords* published by Consumer Affairs Victoria.  **RTBA** means the Residential Tenancies Bond Authority.  **Sundry Tenant** means a non-teacher tenant occupying Teacher Housing under the **RTA**.  **Teacher Housing** means residential properties owned by the Minister for Education in Victoria  **Teacher** means any person employed by the Department in a permanent, temporary, casual or non-school based education teaching service position, including Early Childhood Development.  **Teacher Housing Handbook** means the teacher handbook (*Teacher Tenancy Guidelines for Renting a Teacher House*) issued by the Department, available online or from at: <http://www.education.vic.gov.au/teacherhousing>  **Teacher Tenant** means a teacher occupying Teacher Housing, pursuant to the Agreement.  **Agreement** meansa Teacher Tenancy Agreement (Agreement).  **VCAT** means the Victorian Civil and Administrative Tribunal. |
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1.2 Summary of Key terms in the Teacher Tenancy Agreement

(a) Landlord’s/landlord’s agent’s contact details

## The full name and central office address of the Infrastructure and Sustainability Division Property Manager as the delegated representative of the Landlord (the Education Minister) must be provided: Where an agent is managing the property the following must be provided: the agent’s name, address, telephone and fax number, together with an emergency telephone number that can be used outside of business hours.

(b) Tenant’s contact details

## The tenant’s full name and all contact details must be inserted in the Agreement. As Teacher Housing properties are tenanted in accordance with the Teacher Housing portfolio’s eligibility criteria for use as a private residence, a tenant must be an individual and not a company.

(c) Property being leased

## The full street address of the premises is required. If the premises to be leased are only part of the property then, in addition to the street address, a plan of the property highlighting the part to be leased should be attached to the lease.

(d) Service and utility charge

### Tenants in separately metered properties are responsible for the payment of all utility usage charges, including water, gas and electricity and contacting the relevant local providers. Tenants are responsible for handset and subsequent telephone line rental.

## Infrastructure and Sustainability Division is responsible for the:

### payment of municipal rates;

### initial connection of, and payment for, a telephone line to a property;

### gas cylinder, not the filling;

### water service and sewerage charge, but not usage of it except where multiple dwellings are served by a single meter.

(e) Period of lease

## The term of the lease can be as the parties agree in weeks or months up to a maximum of five years with an annual review every 12 months.

## Where the premises is part of a body corporate (e.g. a villa unit, apartment, flat, etc.), the tenant must be supplied with a copy of the rules of the body corporate before signing the tenancy agreement.

(f) Duration of the Agreement

An initial probationary period of three months will apply from the commencement date. If the tenant is compliant with the terms of the Agreement during that period, a monthly tenancy will ensue unless terminated by either party providing 21 days’ notice.

(g) Probationary period

If the tenant is non-compliant with the terms of the agreement during the probationary period, the Landlord or officer with delegated authority may give written notice requesting that the teacher tenant vacate the premises immediately.

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|  | |  |  | | --- | --- | | 2. | Introduction | | 2.1 | The Minister for Education (the landlord) owns a portfolio of residential properties in remote localities across five rural regions in Victoria. The Minister assumed ownership and the Department the management of the portfolio in 1996 when the Government Employee Housing Association (GEHA) ceased operation | | 2.2 | The Teacher Housing portfolio is supported by the Department, primarily as an incentive to attract teachers to take up positions at particular remote locations. | | 2.3 | As a result of Teacher Housing being exempt from the *Residential Tenancy Act 1997*, this policy was developed to cover the rights and responsibilities of Teacher Tenants and the Landlord and delegated officers in the Department. | | 2.4 | This management policy aims to assist and support Host Schools in the allocation and maintenance of employee housing stock attached to their school. | | 2.5 | The Department’s handbook *‘Teacher Tenancy Guidelines for Renting a Teacher House’,* which outlines both the Landlord’s and tenants’ responsibilities in further detail, should be referred to alongside this policy available online at: <http://www.education.vic.gov.au/teacherhousing> | | 2.6 | Historically, Teacher Housing has been provided in locations where private rental accommodation has been limited; however, changing government policy has separated housing from employment conditions. This has resulted in properties no longer being connected to teaching positions at particular schools and a move from subsidised rents. | | 2.7 | Rents from Teacher Housing stock assists in supporting the ongoing maintenance and payment of land rates and water service and sewerage charges. | | 2.8 | Rent will be reviewed periodically by the Department’s Infrastructure and Sustainability Division in consultation with the host school and supported by concerns of the school community in attracting or retaining school staff. | | 2.9 | The Department is not obliged to provide employee accommodation and teachers are generally expected to eventually obtain accommodation through the private rental or sales market. As a general indication, leases should not be held for longer than five years unless extenuating circumstances exist. | | 2.10 | Teachers owning a home within 40 kilometres of the Host School will only be eligible as tenants as long as there are no other teachers requiring accommodation. | | 2.11 | Where properties are available and where there is a local demand for their use by teachers, they will normally remain as part of the Department’s housing portfolio. However, in cases where the properties are no longer required for accommodation or it is not cost effective to maintain specific properties, the Department will normally include them on its asset disposal program. This will be done in consultation with the school and the regional office. | | 2.12 | Teacher Houses should not be made available to non-teacher (sundry) tenants unless extraordinary circumstances apply and only with the written agreement from the Infrastructure and Sustainability Division. If a Teacher House is rented to sundry tenants, a registered Real Estate Agent must be contracted to manage the property under the *Residential Tenancy Act 1997* (RTA). It is the aim of the Department to phase out all current sundry tenancies. | | 2.13 | Non-tenanted houses retained a the request of the school for future use by the school and not placed on the disposal program will be the responsibility of the Host School to ensure the house is secure and under a basic maintenance program and condition reports. This will be financed at the discretion of, and by, the Infrastructure and Sustainability Division. | |

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| 3. | Legislative Background |

Residential Tenancies Act 1997 (RTA)

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| 3.1 | Leases of most residential premises in Victoria are governed by the provisions of the RTA. If a lease is subject to it, the written lease agreement must follow the prescribed Residential Tenancy Agreement form and otherwise comply with the RTA. |
| 3.2 | However, residential accommodation owned by the Minister and leased to staff or students of a school are exempt from the provisions of the RTA by virtue of Section 21 of the Act, which provides that the RTA does not apply to residential leases if the premises are, or situated in: |
|  | any premises used as a school or for education and training purposes: or |
|  | any residential premises ancillary to a school or an institution which provides education and training if those premises - |
|  | are owned or leased by the school or the institution or formally affiliated with the school or institution; and |
|  | are used to accommodate students or staff using the premises referred to in paragraph (a) |
| 3.3 | The exemptions under Section 21 of the RTA do not apply if: |
|  | the premises are located outside a school; and |
|  | the tenant is not a staff member or student at a school. |

Fair Trading Act 1999 (FTA)

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| 3.4 | Lease agreements for residential premises that are exempt from the RTA can be brought within the scope of the FTA as a consumer contract. |
| 3.5 | Section 3 of the FTA defines a consumer contract as: |
|  | *An agreement, whether or not in writing and whether of specific or general use, to supply goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption of those goods or services.* |
| 3.6 | Where vacant residential properties are not required for accommodation by teachers, the Department may, in extenuating circumstances, support a lease agreement with Sundry Tenants. However, in accordance with Section 21 of the RTA, where the premises are located outside the school and the tenant is not a staff member or student of the school, the lease will be governed by the RTA. This requires the assistance of a registered property management agency. The portfolio funding priority is to support residences occupied by teachers and not sundry tenants. |

Applicable Legislation

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| 3.7 | In summary, premises owned by the Minister that are: |
|  | 1. tenanted to staff or students of the Host School are exempt from the RTA, regardless of where the accommodation is located; 2. located within the school grounds and tenanted to a Sundry Tenant are exempt from the provisions of the RTA; 3. located outside the school grounds and tenanted to a Sundry Tenant are governed by the RTA. |

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| 4. | Infrastructure and Sustainability Division Management |

The Infrastructure and Sustainability Division (IFSD) currently manages the budget and maintenance of the Host School Residences.

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| 4.1 | The IFSD has implemented an industry-standard Property Management IT system (Atrium) to assist in the management of the portfolio. All tenancy details will be stored for easy access and used by IFSD to better assist it and Host Schools to deliver the service. |
| 4.2 | The IFSD will provide all documents online required for the management of tenancies by the Host School at: <http://www.education.vic.gov.au/teacherhousing> |
| 4.3. | Infrastructure and Sustainability Division makes all large budgetary decisions regarding work carried out on the portfolio properties. Host Schools are to negotiate amounts above those required for emergency maintenance and any amount over $1000 per property per year |
| 5 | Allocation of Premises |
| 5.1 | Principals of the Host School are usually the first contact by teaching staff in regard to availability of housing. In consultation with the Infrastructure and Sustainability Division property manager, principals will allocate accommodation to tenants, with Host School teaching staff having the highest priority. |
| 5.2 | A Teacher Tenancy Application form is available online for the school’s use, in line with RTA practice. This form must remain confidential and may be used for a rental history check. It is not mandatory and can be used at the school’s discretion. |
| 5.3 | All rents are to be discussed with the Infrastructure and Sustainability Division Teacher Housing property manager with each new tenancy before the tenant is advised of the current rate. |
| 5.4 | In general, properties will be allocated first to teachers who are attached to schools in the towns where they teach, and families will be given first preference over individual applicants. The Host school or IFSD may transfer teacher tenants to alternative properties within towns if this results in more effective management of the Department’s property assets (e.g. single tenants to one-bedroom dwellings). |
| 5.5 | Principals of schools in the same general area who require accommodation for teachers should consult with each other regarding available property. |
| 5.6 | Further allocation priority principals: |
|  | 1. the standard and size of the applicant’s existing accommodation, together with security of tenure and distance from the locality in which they teach; |
|  | 1. the number of dependents the applicant maintains (if any); |
|  | 1. the appropriateness of available Department accommodation to the applicant’s needs; |
|  | 1. any special circumstances that constitute a need for accommodation; |
|  | 1. status of employment, i.e. permanent, temporary, part time, casual teacher; staff are not eligible for a tenancy if they own residential property within 40 kilometers of the school unless there are available residences. These staff will be the first to be required to vacate for incoming staff. |
| 5.7 | Teachers will remain eligible for tenant Teacher Housing for as long as: |
|  | 1. they will remain members of the teaching service of the Department; and |
|  | 1. teach at the Host School or at the discretion of the Host School principal, at other nearby state schools. |
| 5.8 | Sundry tenants (tenants not employed by the Department) are no longer allowed tenancies unless under extenuating circumstances and with written agreement from IFSD (see sections 2.12 and 18) |

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| 6. | Entering into a Teacher Tenancy Agreement (Lease) |
| 6.1 | The Teacher Tenancy Agreement (Agreement) must be used for all leases of Teacher Housing. Refer to the tenant handbook, *‘Teacher Tenancy Guidelines* *for Renting a* *Teacher House’*, for more detail. |
| 6.2 | Prior to signing the Agreement, the tenant must be given an unsigned copy of the Agreement to look over, together with a copy of the **Handbook** both are available online at: <http://www.education.vic.gov.au/teacherhousing> |
| 6.3 | It is the intention that the length of the tenancy reflects the need to continue to attract new staff to the area and not be provided as a long term lease. |
| 6.4 | The Tenancy Agreement must specify the required notice for either party to provide written notification to the other in relation to ending the tenancy agreement. If a fixed term is granted to the tenant, then this term is guaranteed unless there is a breach by the tenant or they cease to teach at the school. |
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| 7. | Assignment and Sub-letting |
| 7.1 | Tenants cannot allow additional people to reside in the premises (unless immediate family) or sub-let the whole or part of the premises without the prior written consent of the Department. |
| 7.2 | The Department is entitled to withhold its consent if the proposed assignment or sub-lease is contrary to the eligibility criteria of the Teacher Housing portfolio for teacher housing accommodation. |

Shared Accommodation

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| 7.3 | Individual Teacher Tenants who share a property with another teacher are required to pay rental charges on a proportional basis according to the number of tenants. |
| 7.4 | Where a residence is designated as a hostel, tenants must make every effort to accommodate shared facilities with incoming tenants. |

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| 8. | Condition of Property |
|  | Commencement of Lease |
| 8.1 | The Department and the Host School representative are responsible to ensure the premises are vacant and reasonably clean on the day the tenant is due to move in. If the premises are not vacant or reasonably clean, the tenant may seek to end the tenancy before moving in, or refuse to move in until the premises are vacated or reasonably cleaned. |
| 8.2 | The tenant is not required to pay rent while waiting for the premises to be vacated or cleaned |
| 8.3 | If a residence requires major refurbishment to bring it up to a reasonable letting standard, it must **not be let** and the Host School representative must discuss its future use with IFSD |
|  | Condition Report |
| 8.4 | A Property Condition Report is an extremely important document, which may be used as evidence if there is any future dispute between the parties in relation to the condition of the premises at the commencement of the lease term. |
| 8.5 | Property Condition Report forms are available from IFSD or online. |
| 8.6 | The Host School/managing agent must prepare a Property Condition Report at the beginning of each tenancy, noting the general condition of the premises, including fittings and fixtures contained in the premises. |
| 8.7 | Two copies of the signed report must be given to the tenant before the premises are occupied. The tenant then fills out and returns the report within three business days after moving in to the host school. Each party should retain a copy of the report for their reference. |
| 8.8 | For Teacher Tenants, a copy of the Property Condition Report should be included with the Agreement |
| 8.9 | Host schools should ensure that they have copies of keys to the properties and provide IFSD with a copy. |
|  | During the Lease |
| 8.10 | All teacher housing properties must be visited and reviewed on a six-monthly basis, whether tenanted or not, and a Property Condition Report supplied to the Infrastructure and Sustainability Division. |
|  | Expiry of Lease |
| 8.11 | The tenant must make sure the premises are vacant and in a clean condition, fair wear and tear accepted. This includes taking their belongings with them and leaving a forwarding address. |
| 8.12 | If any personal documents or goods are left behind, arrangements should be made for them to be collected by the tenant. The Department will not be responsible for goods left behind. |

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| 9. | Security Deposit |
| 9.1 | TheDepartment requires the payment of a security deposit from teacher tenants |
| 9.2 | This policy applies to all teacher tenants residing in dwellings owned by or managed by the Department. This will be introduced as new tenants are signed or with three months’ notice to existing tenants. |
| 9.3 | The security deposit and the rent are separate payments. Tenants are not permitted to use the security deposit in lieu of rent |
|  | Amount of Security Deposit |
| 9.4 | An amount equivalent to four weeks’ rent. |
|  | Payment Methods |
| 9.5 | The security deposit is to be paid in full by bank cheque or money order made out to ‘Department of Education’ and forwarded with the signed Teacher Tenancy Agreement. |
|  | Refunds |
| 9.6 | All security deposits are lodged with the Department in a suspense account until cessation of the tenancy agreement. There is no interest paid on the deposit. The deposit is transferable from one Department dwelling to another, and will be adjusted for the difference in rent for the new property if applicable. |
| 9.7 | If the dwelling is left in a clean and habitable state, and in accordance with the original Property Condition Report, at the end of the tenancy the deposit will be refunded. |
| 9.8 | The security deposit will be credited to the Teacher Tenant’s bank account. It is the tenant’s responsibility to confirm the relevant bank details, forwarding address and contact phone numbers on the **Notice of** **Intention to Vacate.** |
| 9.9 | Any dispute regarding the refund that cannot be resolved by negotiation between the tenant and the Department (or managing agent) can be referred to the Victorian Civil and Administrative Tribunal (VCAT) – Civil Claims List, pursuant to section 10 of the *Fair Trades Act* (**not** the Residential Tenancy Act). |

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| 10.  10.1  10.2  10.3  10.4 | Rent  Rent will be reviewed periodically by the Department’s Infrastructure and Sustainability Division in consultation with the host school; with due consideration given to local market rents.  Rents are not subsidised for tenants of teacher housing, and tenancies are not part of teacher contract employment.  Payment  Rent payable commences from the date the keys to the dwelling are collected. All enquiries concerning commencement, variation or cessation of rent should be directed to the Property Manager at the Host School or managing agent.  Under the provisions of the *Education and Training Reform Act 2006* the Department is authorised to deduct fortnightly rental payments from staff salary. The signed lease is the teacher’s agreement for deduction. |
| 10.5 | Access to the dwelling should not be provided to the residence until this form has been received by the school and Infrastructure and Sustainability Division. |
| 10.6 | Teachers are only eligible to occupy a Teacher House while they teach at the host or local school and remain a member of the teaching service of the Department. |
| 10.7 | It is the Teacher Tenant’s responsibility to ensure that rent is up to date at all times. |
| 10.8 | If rental arrears are over 14 days and the tenant fails to liquidate those arrears after being advised by the Department, the tenancy may be terminated with 14 days’ notice |

Permanent Teachers

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| 10.9 | As a number of weeks may elapse between the commencement of a tenancy and the first rental deduction from a salary, the rental account will initially be in arrears. For this reason, rental deductions generally commence at twice the normal rate until the account is up-to-date. Tenants should ensure that they allow for these additional deductions by setting aside an appropriate amount for living expenses during the initial period. Note: Teacher tenants cannot pay rent directly to a managing agent. |

Contract Teachers

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| 10.10 | If a Teacher Tenant’s employment contract is concluded at the end of a semester and they wish to remain in the accommodation in anticipation of being awarded a new staff contract, it is the tenant’s responsibility to make arrangements with the Infrastructure and Sustainability Division for an alternative method to pay rent during that period or give notice to vacate. The Host School must notify IFSD that the contract has ceased. Teachers who have their contract renewed must be reinstated in the school system within the pay cycle. |

Casual Teachers

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| 10.11 | Casual teachers in short-term rental arrangements of less than three months and not on the Departmental salary system must remit rental payments directly to the Department, either by cheque or using a rent card provided at the commencement of the tenancy. |
| 10.12 | Quick Rent cards can be ordered from the IFSD Property Manager, but this can take up to two weeks. They may be retained by the school and be used for successive tenants. Each property has its own identification number on the card. |
| 10.13 | Casual teachers are required to pay two weeks’ rent in advance before occupying the dwelling, and then maintain the account two weeks in advance by regular payments thereafter. |
| 10.14 | The payments must be paid using the Quick Rent rental payment card via BPAY through telephone or internet banking or any Australia Post Outlet. It is not possible for the Department to set up a direct debit from a tenant’s bank or financial institution. |

11.Tenant and Landlord Obligations during the Lease

Obligation of the Host School/Department

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| 11.1 | **The Host School/Department is required to:**   1. ensure the premises are reasonably clean and habitable at the commencement of the tenancy. 2. maintain the dwelling in a reasonable state of repair in consultation with the Department 3. organise the cleaning of gutters and grease traps yearly or more often as needed; 4. organise the service of heating and cooling units each year; 5. organise the removal of dead trees and bushes, as needed; 6. maintain all smoke detectors (tenants to ensure live batteries re installed); 7. ensure that the tenant’s enjoyment of the premises is not disturbed; and 8. pay the costs for connection and services charges for electricity, gas, water, sewerage and telephone line to the property. |

Obligations of the Teacher Tenant

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| 11.2 |  | The Teacher Tenant must: |
|  | (a) | ensure rent is paid on time and kept up to date; |
|  | (b) | notify the Department of any change in circumstances that may affect the tenancy agreement; |
|  | (c) | maintain the premises in a clean condition, including common areas where applicable; |
|  | (d) | avoid damage to the premises or common areas; |
|  | (e) | ensure gardens are maintained in a reasonable order within the limits of water restrictions, including the mowing of lawns and limiting rubbish left in the grounds; |
|  | (f) | meet the cost of repairing any damage (excluding fair wear and tear) caused by the tenant or any visitor of the tenant invited or allowed onto the premises. |
|  | (g) | allow access to authorised contractors and managing agents of the Department to carry out necessary repairs and other services (subject to receiving appropriate notice): |
|  | (h) | not install fixtures without the consent of the Department; |
|  | (i) | not change locks to the premises without the consent of the Department; |
|  | (j) | not interfere with the reasonable peace, comfort and privacy of neighbouring occupants; |
|  | (k) | not use the premises for illegal purpose; |
|  | (l) | not sub-let the premises or otherwise permit additional occupants into the premises without prior written approval of the Department; and |
|  | (m) | not operate any business enterprise from the premises without the prior written approval of the Department. |

12. Repairs – Urgent and Non–Urgent

Non-urgent Repairs

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| 12.1 | For non-urgent repairs, the Teacher Tenant is required to use the *Maintenance Request Form* and email or fax it to the Host School, IFSD or Service Provider advising of what repairs are required. |
| 12.2 | The tenant must continue to pay rent even if the Department has not arranged for the repairs to be undertaken. |
| 12.3 | If the tenant caused the damage the Department can ask them to arrange and/or pay for the repairs. |
| 12.4 | The school should contact the IFSD Property Manager who will prioritise the works. |
| 12.5 | The alternative is for the school to organise the repairs once permission is obtained from IFSD. It is often more expedient for the school to arrange local trade contractors to attend to repairs, especially in the more remote communities. |
| 12.6 | The school is able to use the School Maintenance System (SMS) to pay the contractor and request reimbursement from the IFSD Property Manager. This ensures small traders are reimbursed with limited delay. |
| 12.7 | It is important to communicate all information regarding repairs in writing and that all copies of letters, forms and reports are kept for future reference and copies forwarded to the Department. |
| 12.8 | When tenants request repairs, the Property Manager should provide an indication of when the repairs will be carried out. If the work has not been attended to within a period indicated the tenant should contact the Property Manager and ascertain the reasons for the delay.  *Note: It is not always possible for the managing agent to arrange for non-urgent repair work to be undertaken quickly. Difficulties in securing contractors or obtaining materials in some remote localities may delay work.* |

Urgent Repairs

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| 12.9 | If it is impossible for the tenant to contact the school/agent Property Manager and the request is **urgent** (definition follows) they can contact the IFSD Property Manager. |
| 12.10 | If neither managing agent nor IFSD are available (such as during the weekend or on a public holiday) and the issue fits the urgent criteria, the Teacher Tenant has permission to obtain a local contractor to carry out the repair. The tenant may be liable if IFSD does not agree that it fitted the criteria. |
| 12.11 | Host schools have permission to organise emergency repairs. |
| 12.12 | The following scenarios are considered to be urgent repairs |
|  | 1. Burst water service; |
|  | 1. Blocked or broken toilet system; |
|  | 1. Serious roof leak; |
|  | 1. Gas leak or a dangerous electrical fault; |
|  | 1. Flooding or serious flood damage; |
|  | 1. Serious storm or fire damage |
|  | 1. Failure or breakdown of any essential service or appliance provided by the Landlord or managing agent for hot water, water, cooking, heating, or laundry; |
|  | 1. Failure or breakdown of the gas, electricity, or water supply; |
|  | 1. Any fault or damage in the premises that makes the premises unsafe or insecure; |
|  | 1. An appliance, fitting, or fixture that is not working properly and which causes substantial water to be wasted. |

Programmed Maintenance

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| 12.13 | This can include works such as internal/external painting, gutter and roof repairs, re-carpeting and kitchen or bathroom renovations. Every attempt will be made to do this while the residences are untenanted, depending on available resources. |
| 12.14 | If the dwelling is programmed for any major maintenance, the tenant will be notified of the proposed time schedule. Depending on the extent of the work to be undertaken, some disruption to the household will inevitably occur during the work. Every effort will be made to minimise the disruption. |
| 12.15 | Requests for meeting alternative accommodation costs will not be considered and rent is payable during the program.  Planned maintenance also includes the servicing of air conditioners and heaters once a year and the clearing of gutters. Host schools need to plan and organise for this maintenance work to be carried out. (Note: If a tenant refuses access for booked contractors despite notification, the tenant will be liable for any *call out fee* *billed to the Department*. Remote localities can also incur travel costs.) |

13. Right of Entry

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| 13.1 | A lease is the grant of exclusive possession by the Department to the tenant during the lease term, which enables the tenant to exclude all others from the leased premises, including the Landlord, for the term of the lease. The Department or its managing agent may enter the premises by agreement with the tenant, provided that the tenant is consulted not less than seven days in advance of the date proposed. |
| 13.2 | The Department or its managing agent has the right to enter the premises with 24 hours written notice to the tenant in the following circumstances:   1. To carry out duties under the tenancy agreement, or as required under any legislation: |
|  | 1. To value the property |
|  | 1. To show prospective buyers through the premises |
|  | 1. To show prospective tenants through the premises (note: this can only be done within 14 days of the termination date specified in the notice from either the tenant or the Landlord’s managing agent regarding vacating the premises); |
|  | 1. To verify a reasonable belief that the tenant has not met their duties as a tenant; |
|  | 1. To conduct a general inspection in any six-month period, but not within the first three months of the term; and 2. The notice may be hand delivered or posted (allowing extra time for postage). Faxed or emailed. If the notice is to be hand delivered, then it must only be delivered between 8.00am and 6pm and not on public holidays. |
| 13.3. | The Department may only enter the premises for the purpose(s) specified in the notice to the tenant, and must only enter between the hours of 8.00am and 6.00pm and not on public holidays. |
| 13.4 | The tenant must provide the Department with access in accordance with the notice served. The Department or its managing agent is allowed to enter the premises if the tenant is not home, provided that such information was included in the notice to the tenant, and that the requirements regarding written notices outlined above have been met. |

14. Change in Employment Conditions

Family Leave

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| 14.1 | A Teacher Tenant who commences family leave may retain tenancy of a property for 13 weeks from the commencement of the family leave. At the end of this period, a Teacher Tenant may be asked to vacate the property if accommodation is required for teachers who are not on family leave. |
| 14.2 | Infrastructure and Sustainability Division will determine whether the property is to be vacated in consultation with the principals of the local Host Schools. |

Change of Appointment

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| 14.3 | A teacher Tenant appointed to a school in a different town may remain in occupation of the property, subject to approval by the principal of the Host School and the IFSD. |
| 14.4 | A Teacher Tenant may be required to vacate the property, if the property is required for local accommodation. |

Retirement or Resignation

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| 14.5 | Teacher Tenants who retire or resign may remain in occupation of a property for up to one month after the cessation date, provided that this is no later than 31st December of any year. |

Contract Teachers

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| 14.6 | Subject to the approval of the IFSD, Teacher Tenants on contracts that expire at the end of the school year may continue to occupy the property during December and January, provided that the renewed contract for the following year is expected to be renewed prior to the new school year. |
| 14.7 | If the contract is not renewed by December of the current year but the expectation is that it will be in the New Year the school and tenant must both notify the IFSD and arrangements made for payment of rent during that time unless rent is normally paid using a Quick Rent card. |

Tenancy by Spouse on Death of Teacher Tenant

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| 14.8 | In the event of the death of a Teacher Tenant, occupation of the property by the Teacher Tenant’s spouse or domestic partner will, subject to the Teacher Tenant’s spouse’s consent, be extended for three months. |
| 14.9 | Any tenancy approved by IFSD beyond the initial three months will be pursuant to a RTA arrangement and requires a registered Real Estate Agent. |

15. Breach of Leasing Agreement

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| 15.1 | If a Teacher Tenant is in breach of the Agreement, the Department can serve a breach notice to the tenant referring the dispute to an expert appointed by the President of the Law Institute of Victoria for determination. The expert’s decision in relation to such a dispute is binding on all parties. |

16. Terminating Tenancies and Recovering Possession of the

Premises

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| 16.1 | When the Teacher Tenant is in breach of the tenancy agreement, the Department may terminate the lease and institute proceedings to recover possession by following the procedure outlined; |
|  | 1. Serve a notice on the tenant, which sets out details of the tenant’s breach, requiring it to be rectified within 14 days; or 2. If urgent termination and recovery of possession is required, or if the tenant fails to rectify the breach within 14 days of the notice given above, seek legal advice to determine the appropriate jurisdiction for the dispute and issue an appropriate notice of termination; and 3. If tenant fails to vacate the property, issue proceedings in the appropriate jurisdiction (legal advice is required) |

17. Vacating the Premises

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| 17.1 | The Teacher Tenant may end the agreement by giving a minimum of 21 days’ notice in writing to the School or Department, in special circumstances (e.g. they are transferred a t short notice), consideration will be given to a shorter notice period. |
| 17.2 | The Department can give notice: |
|  | 1. By providing 21 days’ written notice (without any grounds) after the probationary period has expired; 2. By providing 21 days’ written notice on exchange of a sale contract that requires vacant possession; or 3. By providing 14 days’ written notice if the tenant seriously or consistently breaches a term (or terms) of the Agreement or if rent is more than 14 days in arrears; and 4. When the probationary period is about to expire, either party can end the Agreement by providing 14 days’ written notice. |
| 17.3 | The last day of occupancy, and the date to which rent will be charged, is deemed to be any one of the following events: |
|  | **Notice of Intention to Vacate** is sent to DET; |
|  | all furniture and belongings are removed from the residence; |
|  | cleaning is completed to a satisfactory standard; and |
|  | the keys of the dwelling are returned to an approved person. |

17.4 Forward a signed **Notice of Intention to Vacate** to the Department via facsimile, email or post to:

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|  | Teacher Housing Property Manager |
|  | Infrastructure and Sustainability Division |
|  | Department of Education and Training  Level 2, 2 Treasury Place, East Melbourne, VIC 3002 |

Finalise the Rent

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| 17.5 | The Property Manager in IFSD will arrange for Human Resources Division to cease the rental payment deductions at the appropriate time. This requires at least two weeks’ notice to take effect. It is the tenant’s responsibility to ensure that they notify the Department of the vacating date. There will be no refunds if less than two weeks’ notice is provided. |

Organise an Outgoing Inspection Condition Report

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| 17.6 | The Teacher Tenant and Property Manager should jointly carry out an outgoing inspection of the dwelling and complete a Property Condition Report. The tenant should arrange a mutually convenient time with the school’s Property Manager. |
| 17.7 | Although the tenant is not responsible for fair wear and tear, they will be charged for the cost of repairing any other damage that was not identified at the commencement of the tenancy. |
| 17.8 | Similarly, the tenant will be charged for cleaning costs if the dwelling is not left (as much as possible) in the same condition as set out in the Condition Report completed at the commencement of the tenancy. |
| 17.9 | **The Vacating Cleaning Checklist** will assist the tenant in preparing for the outgoing inspection. |

Return of Keys

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| 17.10 | When tenants vacate the dwelling, they **must return all copies of the keys** to the Host School or Property Manager. It is requested that the keys are ‘tagged’ with the building’s number and address. If they fail to return the keys, the tenant will be charged for the cost of ‘re-keying’ locks to the dwelling and this cost will be deducted from the Security Deposit. |

Disconnecting Services

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| 17.11 | It is the tenant’s responsibility to disconnect and pay the outstanding balances for utility services (e.g. electricity, gas, water usage and telephone). They will not be reimbursed for any gas remaining in storage tanks. |
| 17.12 | The tenant should also notify relevant persons and organisations of their change of address. |

Return of Security Deposit

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| 17.13 | Once the tenant and the Host School Property Manager have agreed on the condition of the residence and the payment of any monies from the security deposit the tenant must make an application to the Department for a return of their deposit or balance thereof. This requires current bank details and a forwarding address (refer to section 9.8) |

Belongings Left Behind

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| 17.14 | The Department may on re-entry or termination remove from the premises any property of the Teacher Tenant, including any fixtures, fittings or chattels which are not the Department’s property, and place them outside the dwelling or store them at the teacher’s cost for 28 days. The Department will not be liable for any loss or damage caused. |
| 17.15 | Tenants must leave a forwarding address or contact addresses and phone number when leaving a tenancy. |

18. Sundry Tenants – Renting of Teacher Housing to the

General Public

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| 18.1 | Teacher Housing should not be provided to non-teacher tenants (sundries) unless under exceptional circumstances and a written agreement is reached with the Infrastructure and Sustainability Division |
| 18.2 | Department accommodation is provided only for staff. It can take more than 120 days to recover a property from a sundry tenant and therefore make it unavailable for teaching staff at short notice. |
| 18.3 | Due to the complexity of the Residential Tenancy Act 1997 (RTA), a registered Real Estate Agent must be contracted to manage the property using the appropriate leasing forms. |
| 18.4 | Note: For sundry tenancies, which are subject to the provisions of the RTA, the landlord or managing agent could face a fine of $500 for failing to provide the tenant with a copy of the Lease and a copy of *Renting a Home – A Guide for Tenants and Landlords* (published by Consumer Affairs Victoria) on or before the day they move in. This excludes sundry tenants in housing located on school grounds. |
| 18.5 | Rent should include full market rate and any estate agent’s fees applicable to the tenancy |
| 18.6 | A Sundry Tenancy is subject to the provisions of the RTA and can be either a fixed term or periodic tenancy. There are different notice period requirements in relation to ending a fixed-term or periodic tenancy. |
| 18.7 | A fixed-term agreement is for a set period of time (e.g. three months). Even though the agreement will have an end date, it is still necessary for the tenant to give the Department notice in writing of their intention to vacate, or for the Department to give the tenant a notice to vacate when a tenant is required to leave at the end of the agreement. |
| 18.8 | A periodic tenancy is a tenancy set on a weekly or monthly basis. If neither the Department nor the tenant has given notice to end a fixed-term agreement, the agreement automatically becomes a periodic tenancy. |
| 18.9 | A notice to vacate is still required for a periodic tenancy. A minimum 120 days’ notice maybe required. |

19. Bonds

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| 19.1 | The Residential Tenancies Bond Authority will hold the bond during the tenancy |
| 19.2 | The real estate agent is required to give the tenant a completed and signed official **Bond Lodgement** form (a prescribed form) to sign. |
| 19.3 | Once this form is signed by both parties the Agent must send it to the RTBA together with payment of the bond. |
| 19.4 | At the end of the tenancy, the parties should attempt to agree on how the bond money is to be divided – i.e. if there is unpaid rent, or property damage that needs to be repaired. The parties should then complete a bond claim form (a prescribed form) setting out the agreed amount each party is to receive. |
| 19.5 | Where the parties cannot agree on the distribution of the bond, either party may apply to VCAT to resolve the matter. |

20. Terminating Tenancies and Recovering Possession of the

Premises from Sundry Tenants

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| 20.1 | Where a Sundry Tenant is in breach of the RTA, the Department/agent can serve a breach of duty notice to the Sundry Tenant. The notice must provide details of the alleged breach, and require the tenant to remedy the breach within 14 days of receiving it. |
| 20.2 | If the Sundry Tenant fails to remedy the breach within the required timeframe, the Department may apply to VCAT for a compliance order that compels the tenant to remedy the breach. |
| 20.3 | Where such an order is granted and the Sundry Tenant continues to act in breach of the Sundry Tenancy Agreement, the Department may serve notice to vacate, pursuant to Section 248 of the RTA requiring the Sundry Tenant to vacate the lease premises within 14 days. |
| 20.4 | Termination of sundry tenants is a complicated procedure under RTA agreements and therefore requires the expertise of qualified real estate agents. For this reason, sundry tenants are being phased out and should be allowed only to lease teacher housing with IFSD permission. Consequently, funding is mainly being directed to maintaining teacher-tenanted houses. |
| 20.5 | Where sundry tenants have no fixed – term leases, the minimum notice to vacate is 120 days. |
| 20.6 | In accordance with the provisions of the RTA, sundry tenancy may be terminated by: |
|  | 1. either party by agreement, consent or prior to the tenant entering into occupation of the rented premises; |
|  | 1. either party giving a notice to vacate or a notice of intention to vacate; and |
|  | 1. the tenant if the tenant abandons the rented premises, or upon the death of a sole tenant. |
| 20.7 | Where the Department alleges that a tenant has acted in breach of the tenancy agreement, a notice to vacate can be served on the tenant requiring them to vacate the premises within the timeframe provided by the RTA. The form of the notice to vacate is prescribed under Section 319 of the Act. The notice periods for specific breaches under the Act are as follows |

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| Section | Breach | Notice period |
| 243 | Malicious damage | Immediate |
| 244 | Dangerous behaviour | Immediate |
| 245 | Unfit premises | Immediate |
| 246 | Non-payment of rent | 14 days |
| 247 | Failure to pay bond | 14 days |
| 248 | Failure to comply with Tribunal order | 14 days |
| 249 | Successive breaches | 14 days |
| 250 | Illegal use of premises | 14 days |
| 253 | Assignment without consent | 14 days |
| 255 | Repairs to premises | 60 days |

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| 20.8 | The following table is a summary of the RTA’s provisions for termination under the RTA by notice by a landlord for reasons other than the tenant’s breach: |

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| Section | Reason for termination | Notice period |
| 256 | Demolition of premises | 60 days |
| 259 | Premises to be sold | 60 days |
| 260 | Premises required for a public purpose | 60 days |
| 2613(b) | End of fixed-term tenancy (less than six months | 60 days |
| 2613(a) | End of fixed-term tenancy (more than six months) | 90 days |
|  | No specific reason, but not just because tenants have been exercising their rights | 120 days |

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| 20.9 | A notice to vacate can be challenged by the tenant by making application to VCAT. The tenant may also make application requesting for more time to vacate the premises. |
| 20.10 | Where the tenant has not vacated the premises by the termination date stated on the notice, the Department can apply to VCAT for a possession order instructing the tenant to move out. |
| 20.11 | Upon being granted an order for possession of the premises, the Department can apply for a warrant of possession, directing the local police to evict the tenant from the property. |