

WESTSIDE HOUSING ASSOCIATION INC.

BY-LAWS

AND

TENANT INFORMATION

CONTENT PAGE

RENT ARREARS BY-LAW	(1)	PAGE 3
APPEALS BY-LAW	(2)	PAGE 3
RENT REVIEWS / CHANGES IN INCOME BY-LAW	(3)	PAGE 4
SUB-LETTING & ASSIGNING	(4)	PAGE 4
VISITORS	(5)	PAGE 5
TENANT TRANSFERS	(6)	PAGE 5
WATER CHARGES BY-LAW	(7)	PAGE 6
MAINTENANCE AND REPAIRS	(8)	PAGES 6 & 7
EMERGENCY AFTER HOURS MAINTENANCE	(8A)	PAGES 7 & 8
ROUTINE INSPECTIONS	(9)	PAGE 8
SMOKING	(10)	PAGE 8
FIXTURES, RENOVATIONS AND ALTERATIONS	(11)	PAGE 9
MISCELLANEOUS INFORMATION	(12)	PAGE 10

RENT ARREARS BY-LAW (1)

1. Rent should be paid two (2) weeks in advance at all times.
A tenant is in rent arrears when rent or rent part thereof is overdue by more than fourteen (14) days.
Rent arrears are reported to Housing SA, Community Partnerships & Growth monthly on a Capital Allowance Rent Arrears report. Tenant arrears are reported to Westside's Board of Management.
2. If rent is fifteen (15) days in arrears and no written arrangements by tenant to pay has been made and/or followed through, a Form 2 'Notice of Termination' of the Residential Tenancies (General) Regulations, 1995 will be served on the tenant.
The Form 2 may be served by personally delivering the notice or by ordinary post delivered by the Australian Post Office. If the tenant disputes the rent arrears, the onus of proof is the responsibility of the tenant, to provide proof of rent receipts or bank statements.
3. If arrears of rent are not paid or there is no vacant possession of the premises on the date set out in the Form 2, a Form 7 "Application to the Residential Tenancies Tribunal" (Residential Tenancies Act 1995) will be submitted to the Residential Tenancies Tribunal.

APPEALS BY-LAW (2)

1. **The following can be the basis for an appeal:**
 - A dispute between members/tenants
 - A dispute between the member/tenant/CHO
 - A decision of the CHO. which the member/tenant believes is unreasonable, oppressive or unjust

RENT REVIEWS / CHANGES IN INCOME BY-LAW (3)

1. Rent Reviews are conducted every six months with rent changes effective on 1st Thursday in May and 1st Thursday in November.
2. Tenants are sent 1 initial request letter to provide Proof of Income from all income recipients in the household between 6 - 8 weeks prior to rent reviews taking effect.
3. Tenants are required to send Proof of Income to the Association within the required timeframe detailed in the letter. Failure to do so will mean that rent will increase to the market rent of the rental property in question. Originals of pay slips or income statement must be provided.
4. If your income changes at any other time other than the rent review, tenants must notify the Association within 14 Days providing the Association with written proof of the change.
5. If tenant requests review of rent at any other time through the year, the tenant needs to notify and supply current income statements to Westside Housing Association.
Notification of rent change will be sent with date of when new rent commences within 14 days notification of rent change.

SUB-LETTING AND ASSIGNING (4)

The Tenant(s) shall not sub-let the property or assign the tenant(s) interest under this Agreement.

VISITORS (5)

Tenants may have visitors stay for 6 weeks with the written consent of Westside Housing Association. Approved visitors are able to stay for 6 weeks with no income being sited. After the 6 week period, the visitors will be deemed “living there” and assessment of income and alteration of rent will occur the next rent due period.

TENANT TRANSFERS (6)

The Association will accept a Written Request for a transfer under the following conditions:-

1. Tenant / s have been in the property not less than a period of 12 months.
2. Tenant / s have no history through period of current tenancy with any rent or water arrears.
3. Tenants are accepted for one transfer only.

If the current bond is a Housing SA Guarantee – The Tenant needs to re-apply to Housing SA for a bond for the new property.

If a transfer occurs, rent is calculated on the new property and its Market Rent which may be greater or lower than the rent paid in the current property.

NOTE

Transfers are not guaranteed and can only occur if there is availability, priority and suitability.

WATER CHARGES BY-LAW (7)

The tenant/s are responsible for the payment of all water usage for their rental property, the Association is responsible for all water rates and taxes

1. If the residence is part of a unit development (Multiple properties) utilising the 1 water meter, the cost of water usage will be divided equally between all tenants.
2. A Tax Invoice will be sent by Westside Housing Association and payment is required within 30 days.
Payment of Water Account is to be made by Commonwealth Agent Book (provided) or by Money Order only.

MAINTENANCE AND REPAIRS (8)

According to the Residential Tenancies Act 1995 **COMMUNITY HOUSING ORGANISATIONS** are **NOT** responsible for providing or maintaining the following items:-

Provision and upkeep of these items are the responsibility of the tenant:-

Air conditioners and room heaters
Internal blinds and curtains
Antennas
Dishwashers
Floor coverings
Rainwater tanks

Garden sheds / detached garage
Window treatments – including fly mesh and locks
Ceiling fans
External blinds
Internal and External Light fittings
Water pumps

MAINTENANCE AND REPAIRS CONT (8)

Further tenant responsibilities include:

- Rubbish on the premises (CONTACT YOUR LOCAL COUNCIL FOR HARD RUBBISH COLLECTION IN YOU AREA)
- Cleaning costs if the dwelling is excessively dirty
- Broken windows (unless police report number is provided to Westside Housing)
- Replacing locks if the tenant is locked out and requires a locksmith
- Holes in doors and walls
- Excessively marked paint work
- Missing appliances or fixtures such as stoves or vanity units
- The control of bees and mud wasps unless they are in a wall cavity of concealed section of the building
- The control of cockroaches, fleas, spiders, ants, rats and mice
- Plumbing blockages caused by the flushing of placing of items in the drains which should be otherwise disposed of (e.g.: oil, grease or nappies)
- Mowing of lawns and edges and removing green waste.

EMERGENCY AFTER HOURS MAINTENANCE (8A)

1. Between Monday to Friday (9.00am to 5.00pm) all maintenance **OR** emergencies are to be made through the office.
2. If you have an emergency outside of business hours, please contact (08) 8155 6070 and you will be diverted to our after-hours emergency contact number.

EMERGENCY AFTER HOURS MAINTENANCE CONT'D (8A)

EMERGENCY MAINTENANCE IS CONSIDERED AS THE FOLLOWING:-

- A burst hot water service
- A gas leak
- Dangerous electrical faults
- Blocked or broken sewer system (or anything that prevents the tenant from using the toilet, or all water sources in the dwelling)
- Any damage or fault that compromises the security of a dwelling or health and safety of a tenant

ROUTINE INSPECTIONS (9)

Routine Inspections will be carried out on properties giving the required notification in writing which is between 7 to 14 days.

If tenant is unable to be home at time, Westside staff key will be used and all dogs must to be tied up so access is given to internal and external dwelling.

SMOKING (10)

Under no circumstances will Smoking be permitted (internally) of the property.

FIXTURES, RENOVATIONS AND ALTERATIONS (11)

Tenant shall not affix any fixture or undertake any renovations without the written consent of the Association. Association will respond within 14 days of notification of Tenant/s request.

If the tenant decides to vacate the property, the fixture or renovation may be removed, but the area in question needs to be improved back to original condition of the interim inspection.

If Tenant/s wishes to leave the fixture, renovation or improvement. The Association will not under any circumstance pay or reimburse the tenant at vacancy.

MISCELLANEOUS INFORMATION (12)

1. Appointments are made strictly by appointment only. An appointment can be made by contacting the office on (08) 8245 7101 (if unattended leave message.)
2. The Association is not responsible for and will not provide additional security for rental properties, such as mailbox keys or alarm systems or any security screens to the property
3. Method of payment of rent
 - Deposit rent into Commonwealth Bank deposit book.
 - Direct through Centrepay
 - Direct payment with your appropriate details to Account No. 065112 0090 2669 with a reference no
4. It is the Tenant's responsibility to notify all utility companies – Gas, Telephone and Electricity of their tenancy and have these services transferred into their names.

MISCELLANEOUS INFORMATION CONT (12)

6. The Tenant shall not plant or permit to be planted any trees within 3 metres of any wall of the dwelling or 1 metre of any fence.
7. Pets may only be kept with the written consent of the Association.