

Purpose

This policy describes the situations in which a tenancy can come to an end, notice periods that apply, and what should happen when a customer moves out of a property.

Scope

This policy applies if you have a residential tenancy agreement with us, in Social Housing, Transitional Housing, Supported Housing and Affordable Housing.

It does not apply if you are living in Housing for People with Disability or Temporary Accommodation.

Policy Statement

While we aim to provide a secure, long-term home for our customers, we accept that sometimes a tenancy needs to end due to customer choice, a change in circumstances or to provide better support to our customers or communities. The law has specific requirements about ending tenancies, including who needs to notify the other party, how they should do that, and how much notice they need to give.

We will make sure customers understand their rights and responsibilities at the end of a tenancy and have access to advice, translation services, or other support that meets their needs.

We will aim to resolve issues at the earliest opportunity and avoid the use of legal avenues. If a tenancy needs to be terminated, we will comply with the notice periods required by law and aim to give the customer as much notice as possible.

This policy provides details of the notice periods required in different situations. For a summary table, please see **Annexure A** at the end of this document.

How a customer can end their tenancy

Fixed Term Agreements

A fixed term agreement has a start and a finish date and is often for a period of 12 months. If a customer wants to end their tenancy at the end of the fixed term, they need to give 14 days' notice in writing. Notice should be given before the last day of the fixed term, or the lease will carry over to a periodic agreement.

If a customer ends a fixed term agreement before the end of the term, they may need to pay a break fee. The law sets out the current amounts as follows. Note: agreements signed before March 2020 will require different break fees, so customers should check their agreement or speak to their neighbourhood officer:

- 4 weeks rent if less than 25% of the agreement has expired
- 3 weeks rent if more than 25% but less than 50% has expired
- 2 weeks rent if more than 50% but less than 75% has expired
- 1 weeks rent if 75% or more of the lease has expired

The fee payable will reflect the actual rent paid by the customer, not the market rent for the property.

Periodic Agreements

Periodic agreements do not have an end date, or they are fixed term agreements that have continued past their end date. Customers need to give 21 days' notice in writing to end a periodic agreement.

Domestic and Family Violence

A customer can end either a fixed term or periodic agreement immediately if they or a dependent child is experiencing domestic or family violence. Information about the situation will need to be provided to us. You will need one of the following:

- Copy of a certificate of conviction of a DV offence **OR**
- Copy of a DV Order (need not be final) **OR**
- Copy of a *Family Law Act 1975* injunction per section 68B or 114 of that Act **OR**
- Declaration by competent person in the required form, that you or your dependent child are a victim of domestic violence. The form is in [Schedule 3 of the Regulations](#) as well as on Fair Trading's website:
 - [Declaration by competent person](#)
 - [Declaration by competent person \(for a tenant's dependent child\)](#)

Other reasons for ending a tenancy

- **A customer is going to residential care or hospital and will not be able to live in the house again.** In this case 14 days' notice will be required for both fixed term and periodic tenancies.
- **A customer is going into prison for a period of longer than 3 months.** Custodial sentences under 3 months may be treated as absences, see [Absence from a Property Policy](#) for more information. For longer periods of imprisonment, absences are to be negotiated between the customer and General Manager.
- **We have breached the agreement.** If a customer is concerned that we are not meeting our obligations under the tenancy agreement, we encourage them to contact us. In some circumstances, they may be able to apply to the Tribunal to end the tenancy.

How we can end a tenancy

We are committed to supporting our customers achieve sustainable, long-term tenancies. However, sometimes we may need to terminate a tenancy.

At the end of a fixed term agreement

We will generally not terminate a tenancy unless we need to.

We may issue a termination notice 30 days before the end of a fixed term agreement if, for example, the customer is in an affordable property and is no longer eligible for affordable housing, or the property is to be redeveloped or needs to be used differently.

The customer is transferring to a different property

If a customer has been approved for transfer or we require a customer to move to another property, the customer's existing tenancy will need to be terminated. There are different ways for this to happen which are outlined in our transfer [property](#).

If a customer declines an offer of another property, we may terminate the tenancy. The customer will have 14 days to seek a review of the decision, and we will consider it again. If the offer is reasonable, we can issue a termination notice, giving 30 days' notice to vacate the property.

The customer has breached the tenancy agreement

Breaches of the agreement that may cause us to terminate include:

- not paying rent or other charges for more than 14 days
- damage to the property
- using the property for an unapproved or illegal purpose
- having too many people living at the property without approval

Where possible, we will work with the customer to address the issues that have led to the breach. If the issues cannot be resolved, or the customer persistently breaches the agreement, we may approach the Tribunal to terminate the tenancy.

The house is no longer available

Some of our properties are leased from private landlords. If our lease with them ends, we can no longer offer it to a customer. In these circumstances we will work with the customer to find alternate housing options. We must give at least 90 days' notice that the tenancy is ending.

The customer has died

If a customer dies and there are no other people living at the property, we will negotiate the end of the tenancy with the representative of the person's estate. This will allow the person's furniture and other items to be respectfully removed from the property.

We acknowledge there may be personal, religious, or cultural reasons the family of the person does not wish to hand back the property immediately. We will discuss this with the person's representative on a case-by-case basis. Rent will be payable up until the keys are returned to us.

The customer has abandoned the property

If a customer moves out of a property without giving us notice, we may treat it as abandoned. We consider a property is abandoned if:

- the customer is not paying rent
- neighbours have told us the property is empty
- the customer does not respond to our letters or cards
- the property is not being maintained
- electricity or water has been disconnected or meter readings show no change
- the property is empty of furniture

Ending a Tenancy Policy

Where it is clear the property has been abandoned, we will treat the tenancy agreement as being terminated, take back the property and change the locks.

If it is not clear whether the property has been abandoned, we will apply to the Tribunal to end the tenancy and take back the property.

Paying rent and other charges

Customers need to pay rent and other charges up until they hand back the keys, or until the last day of a fixed term agreement. Additional charges may apply at the end of a tenancy, such as:

- water charges
- break fees
- storage fees for uncollected goods
- the cost of any damage to the property that must be repaired

If a customer has paid a bond, it will be returned in accordance with the Rental Bond Policy.

Leaving the property

When a customer moves out, they are required to leave the property the same condition as when they moved in, except for reasonable wear and tear. Customers should ensure they remove all furniture, personal items, and rubbish. Any approved alterations should also be removed (e.g., hooks, handrails, child latches) and damage from removing them repaired.

We will use the Property Condition Report, which you signed at the start of your tenancy when assessing the condition of your property. We will complete a property condition report once we have received the keys and discuss any issues with the customer. It is important that customers meet with us at the property for this final inspection where possible. If we identify any damage, we will charge you for the cost of the repairs. [See customer recharge policy](#) for more information.

Customers should finalise accounts for electricity, gas, phone, and internet at the same time as they hand back the property to avoid being overcharged for these services.

Classification of Tenancy

When a customer or occupant with a social tenancy vacates a property or requests a statement of satisfactory tenancy, Hume will assess the tenancy, occupancy and rental history of the tenant and their household members and assign one of the five categories as listed below in line with Department of Communities and Justice [Tenancy](#) Policy.

1. Eligible for a statement of satisfactory tenancy - Customers Only
2. Satisfactory former social housing tenants – Customers Only
3. Less than satisfactory former social housing Customers or occupants
4. Unsatisfactory former social housing customers
5. Ineligible former social housing customers

Before applying one of the following categories to a former social housing customer or occupant, we must ensure that Hume's organisation's policies for managing the relevant tenancy issue have been followed. This includes taking into account any special circumstances and support needs of the customer and ensuring that there is the required evidence of the tenancy issue.

Uncollected goods

If a customer leaves furniture or other items behind when they move out of the property, we will manage this according to the *Uncollected Goods Act 1995 (NSW)*.

If we are required to store goods, we will charge a fee of 1 days' rent for each day we are holding the goods, up to 14 days.

We will dispose of rubbish or perishable goods immediately.

We must contact the customer about any other goods before we can dispose of them. We may try to contact customers by phone, email or sending a letter to the next of kin. When we contact a customer we will let them know:

- what the goods are
- where to collect them from
- our charges for moving and storing the goods
- the date when we can dispose of the goods if they have not been collected and the charges paid
- a statement that if we sell the goods, we will claim back our costs from the sale

If a customer leaves items valued over \$20,000 with us, we will apply to the Tribunal for an order about how we should dispose of them.

The notice periods and disposal requirements under the Uncollected Goods Act are:

Type of goods	Type of notice	How much notice	Type of disposal
Rubbish and perishables	Nil	Nil	Any
Personal documents	Written	28 days	Return to author or securely destroy
Goods less than \$1000	Verbal or written	14 days	Any
Goods between \$1000 and \$20,000	Written	28 days	Public auction or private sale
Goods over \$20,000	In accordance with NCAT order	In accordance with NCAT order	In accordance with NCAT order

Responsibilities

Role or responsibility	Position or delegation level
Developing the process for this policy	General Manager, Housing & Impact
Ensuring policy aligns with compliance obligations	Manager, Risk and Compliance
Approving Policy	Executive Manager, Housing & Impact
Implementation	All employees

Reporting

No additional reporting is required.

Records management

Employees must maintain all records relevant to administering this policy in SDM.

Definitions

Affordable housing: properties made available to customers on low to moderate incomes with capped rent to ensure customers are not paying more than 30% of their income on rent.

Agreement: the Residential Tenancy Agreement signed by the customer and Hume at the start of the tenancy

Condition report: the standard condition report completed by Hume and the customer at the start of the tenancy

Customer: Person who has a signed Residential Tenancy Agreement with Hume Housing

Housing for People with Disability: Specialist housing provided to people who receive a NDIS package that includes supported disability accommodation

NCAT: New South Wales Civil & Administrative Tribunal

Notice: formal notification that either the customer or Hume wishes to end the tenancy. This must be in writing and our Notice of Termination Form should be signed

Social housing: properties made available to customers on low to moderate incomes and managed by Community Housing Providers or Department of Communities and Justice. Rent subsidies are available to customers to reduce their weekly rent payments

Supported housing: properties that are made available to customers who have a support plan in place with a service provider to assist them maintain the tenancy

Transitional housing: housing for people who have been in housing stress or homeless, offered as a 12-month tenancy to support customers to return to the private rental market

Tribunal: the NSW Civil and Administrative Tribunal, or NCAT

Related Legislation and Documents

Absence From Home Policy

[Affordable Housing Policy](#)

[Social Housing Allocations and Eligibility Policy](#)

[Transfer Policy](#)

Rental [Bond Policy](#)

Customer Recharge Policy

[Compliments, Complaints & Appeals Policy](#),

[Residential Tenancies Act 2010 \(NSW\)](#)

[Residential Tenancies Regulation 2019 \(NSW\)](#)

[Abandonment Policy](#)

Feedback and questions

Customers can provide feedback at any time by contacting the Customer Service Centre on 1800 004 300

Decisions made under this policy may be reviewed or appealed. Please see our [Compliments, Complaints & Appeals Policy](#) for more information.

Hume employees may provide feedback about this document by emailing feedback@humehousing.com.au

Approval and Review Details

Approval and Review	Details
Approval Authority	Executive Manager Housing & Impact
Policy Owner	General Manager, Housing & Impact
Next Review Date	September 2024
Policy History	Details
Original Approval Authority and Date	March 2021
Amendment Authority and Date	October 2022
Notes	

Appendix

Reason for Termination	Fixed or Periodic Agreement	Minimum notice Hume must give	Minimum Notice customer must give
Domestic and family violence	Either	N/A	None
End of a fixed term agreement	Fixed only	30 days	14 days
End of a periodic agreement (no specified reason)	Periodic only	90 days	21 days
Owner has sold the property and Hume and the customer need to vacate	Periodic only	30 days	N/A
Customer is no longer eligible for social housing (as applicable)	Periodic only	60 days	N/A
Breach of agreement	Either	14 days	14 days (or apply to Tribunal)

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Serious breach of agreement	Either	Immediate	N/A
Non-payment of rent or water usage charges	Either	None, but we must apply to the Tribunal	N/A
Customer or other occupant caused serious damage or injury	Either	None, but we must apply to the Tribunal	N/A
Customer or other occupant is using the property illegally	Either	None, but we must apply to the Tribunal	N/A
Customer or other occupant threatens, intimidates, abuses, or harasses another person	Either	None, but we must apply to the Tribunal	N/A
Hardship	Either for Hume Fixed term for customer	None, but we must apply to the Tribunal	None, but customer must apply to the Tribunal
Where we have breached our disclosure requirements at the start of the tenancy	Either	N/A	14 days
Early termination without penalty (e.g., moving to residential care)	Either	N/A	14 days
Co-tenant terminates tenancy	Periodic only	N/A	14 days
Death of a co-tenant	Either	N/A	21 days
Death of a sole tenant	Either	N/A	None, negotiation with legal representative