

## Purpose

1.1 This policy provides guidance to Hume Group’s Customers and employees on the requirement for a Rental Bond when starting a new tenancy or transferring a tenancy.

## Scope

2.1 This policy applies if a Customer signs a residential tenancy agreement with Hume or any of its Subsidiaries.

2.2 For customers living in specialist disability accommodation, temporary accommodation or crisis accommodation, any requirement for a bond or deposit will be contained in the accommodation agreement.

## Policy Statement

3.1 Hume Group will comply with the requirements of the Residential Tenancies Act 2010 and will consider a Customer’s individual circumstances.

3.2 Hume Group requires a Rental Bond from all Customers when they start a tenancy or transfer to a new tenancy. A Rental Bond serves several functions:

3.2.1 It is consistent with expectations in the private rental market.

3.2.2 Customers who enter the private rental market after a tenancy with Hume Group will have a bond to use for their next tenancy.

3.2.3 It is available to cover the costs of arrears if a Customer leaves a tenancy with outstanding rent or other tenancy charges.

3.2.4 It ensures there are funds available to cover any damage caused to the property during the tenancy.

## Calculating the Rental Bond

3.3 The bond payable for each type of property is as follows:

Housing Program	Rental Bond amount
Social Housing	4 weeks of the Household Subsidised Rent
Affordable Housing	4 weeks market rent
Together Home, Transitional Housing including Supported Housing	2 weeks market rent

## Exemptions

3.4 The requirement to pay a Rental Bond will be waived in the situation that no bond was previously charged for a tenancy, and the partner of a head tenant (Customer), who is over 55, is granted succession to the tenancy when the head tenant passes away or enters long term care.

## Paying the Rental Bond

3.5 A Rental Bond will be required at the time of signing the residential tenancy agreement. Where a Rental Bond is being paid as a lump sum, Customers are encouraged to lodge their Rental Bond directly with NSW Fair Trading through the Rental Bonds Online (RBO) service. For more information for Customers see NSW Fair Trading, Rental Bond Online: <https://www.fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online/faq-for-tenants>

3.6 Alternately the Rental Bond can be paid directly to Hume Group. Where the Rental Bond is paid directly to Hume Group, we will remit customer bond payments to NSW Fair Trading on a regular basis in accordance with the Residential Tenancies Act 2010.

## Payment Plans and Financial Hardship

3.7 For Customers moving into an Affordable Housing property, Rental Bonds must be paid in full at the time of signing the residential tenancy agreement.

3.8 For Customers moving into a Social or Transitional Housing property, and in circumstances where Customers are experiencing financial difficulties:

- Hume Group will support Customers to access and activate Rentstart Bond Loan which must occur prior to signing the lease.
- Where Customers are not eligible for Rentstart Bond Loan, Hume Group may consider a payment plan appropriate to the Customer's circumstances which will be a formal binding agreement between the Customer and the Hume Group.
- Customers will be required to make a minimum upfront payment with the remainder to be paid in weekly or fortnightly instalments set at a minimum of 10% of the household's gross income.
- It is important that the Customer provides up to date income details for the total household so that the rent subsidy and bond affordability can be calculated accurately.
- Upon calculation of the instalment plan Customers will receive a written notification of the instalment plan.

## Rentstart Bond Loan

3.9 For detailed information about Rentstart Bond Loan see:  
<https://www.facs.nsw.gov.au/housing/factsheets/rentstart-bond-loan>

## Missed Instalments on a Rental Bond Account

3.10 Making payments on the bond account is a condition of the lease. If there is a shortfall in payments, the Customer may fall into arrears.

3.11 Hume Group will manage bond arrears in accordance with the [Arrears Collection Policy](#). Customers are expected to make up missed payments in addition to their regular weekly or fortnightly payments.

3.12 Failure to pay bond instalments will be treated in a similar way to failure to pay rent. Hume Group will take action to recover any non-payment relating to the Rental Bond and this may include requesting a Specific Performance Order (SPO) at NCAT. Hume Group may also seek a SPO at NCAT if the Customer refuses to pay the Rental Bond.

## Change of Shared Tenancy

- 3.14 If there is change to the tenancy agreement where one head tenant changes, Hume Group will assist the Customer to update the Rental Bond details with Fair Trading.
- 3.15 If any of the Customers used Rentstart Bond Loan to help them pay the Rental Bond, the Rental Bond cannot be updated.

## Transferring a Rental Bond between properties

- 3.16 If a Customer transfers to a new Hume Group property, and there are no outstanding debts for the tenancy, the Rental Bond will be transferred to the new property. Where the Rental Bond amount to be transferred will not cover the new Rental Bond amount required, the additional amount must be paid prior to signing the new lease.
- 3.17 If there is an outstanding debt to be claimed against the Rental Bond, or there is no Rental Bond to be transferred, the full amount of Rental Bond is due prior to signing the new lease.
- 3.18 If any of the Customers used Rentstart Bond Loan to help them pay the Rental Bond, the Rental Bond cannot be transferred.

## Claiming a Rental Bond

- 3.19 Rental Bonds are refunded to Customers at the end of their tenancy if all debts have been cleared including rent and non-rent charges. In most cases Hume Group can authorise the release of the Rental Bond to the Customer without the Customer needing to lodge any paperwork other than providing up-to-date bank account details.
- 3.20 Hume Group may make a claim against the Rental Bond if there is outstanding debt due to:
- 3.19.1 unpaid rent to the end of the tenancy
  - 3.19.2 unpaid non-rent charges such as water usage charges to the end of the tenancy
  - 3.19.3 the reasonable cost of cleaning or repairing damage to the property beyond fair wear and tear as per Hume Group's [Customer Recharge Policy](#).
- 3.21 Any claim for the Bond must be supported by evidence such as photos, rent or water ledgers or property conditions reports. This evidence must be made available to the customer.
- 3.22 Hume Group will try to reach agreement with the Customer about money owed to us before we make a claim for the bond.

## Rental Bond Dispute

- 3.23 If there is a disagreement about how a Rental Bond should be allocated at the end of a tenancy, Hume Group will work with the Customer to resolve any dispute. If a dispute cannot be resolved, then either Hume Group or the Customer can make an application to NSW Civil and Administrative Tribunal (NCAT). NSW Fair Trading will hold the Rental Bond until the dispute is resolved.

## 4. Responsibilities

Role or responsibility	Position or delegation level
Developing the process for this policy	General Manager, Housing & Impact
Ensuring policy aligns with compliance obligations	Head of Governance, Risk & Legal, Manager Risk & Compliance
Approving Policy	Chief Operating Officer
Implementation and familiarisation	All employees

## Records management

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

## 5. Definitions

**Affordable housing:** properties made available to customers on low to moderate incomes with capped rent to ensure customers are not paying more than 80% of the market rent.

**Customer:** A person who has signed a residential tenancy agreement to reside in a Hume managed property.

**Household Subsidised Rent** – the weekly rent amount which the Customer is required to pay

**Hume:** Hume Community Housing Association Company Limited

**Hume Group:** the corporate structure that includes Hume and Subsidiaries as created from time to time

**Market rent:** the amount of rent that could be charged for the property in the private rental market. This is based on independent market rent valuations, the NRAS Market index or calculated using data from Department of Communities and Justice and the ATO

**Non-rent charges:** Any charges that are not rent, for example, water usage, customer recharges

**Residential Tenancy Agreement:** the standard agreement signed by the customer and Hume Group at the start of the tenancy. This document is required by the tenancy laws

**Rental Bond:** the money paid by a customer at the start of the tenancy as financial protection for the landlord in case the customer breaches the agreement

**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

**Subsidiary:** a company in which Hume is the sole member or owns all or at least a majority of the shares.

**Supported Housing:** short term accommodation (generally from three to eighteen months) for people experiencing homelessness or exiting/transitioning from crisis accommodation (does use a residential tenancy agreement and is subject to Housing NSW's Community Housing Rent Policy).

**Together Home:** program to transition people who are street sleeping into stable accommodation

**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 including fixed term Supported Housing

## 6. Related Legislation and Documents

Residential Tenancies Act 2010 (NSW)

Residential Tenancies Regulation 2019 (NSW)

Hume Rental Bond Collection & Return Procedure

## 7. 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](mailto:feedback@humehousing.com.au)

## 8. Approval and Review Details

Approval and Review	Details
Approval Authority	Chief Operating Officer
Policy Owner	General Manager, Housing & Impact
Next Review Date	May 2026
Policy History	Details
Original Approval Authority and Date	29/07/2014
Amendment Authority and Date	V0001 – 29/07/2014 V0002 – 17/05/2024
Notes	V0002 incorporates changes to legislation including the introduction of Rental Bonds Online (RBO) service and the Rentstart Bond Loan. It further changes the basis of calculation of the Rental Bond amounts by Hume Group. It is applicable to the Hume Group and includes changes to formatting.