

Non Compliance and Arrears Policy

Purpose

The purpose of this policy is to define Alliance Housing's policy for managing tenancy non-compliance and rental and other arrears.

Scope

This policy applies to all housing programs delivered by Alliance Housing.

Intent

Alliance Housing aims to ensure that all tenants are provided every opportunity to establish and maintain a successful tenancy.

Our Non-Compliance and Arrears Policy aims to ensure:

- We proactively manage tenant non-compliance and arrears to maximise the opportunity to sustain the tenancy;
- We provide tenants with advice, information, referrals and/or support to help them manage their tenancy obligations and responsibilities;
- We provide opportunities for tenants to pay any arrears and address tenancy non-compliance;
- We proactively address tenancy issues to minimise impacts on tenants and surrounding communities;
- We manage any legal action consistent with the requirements of the Residential Tenancies Act.
- All information and communications will be consistent with the Privacy Act.

Policy

Tenant Responsibilities

Under the terms of the Tenancy Agreement and the Residential Tenancies Act, tenants are responsible for (but not limited to):

- Payment of rent, water and tenant liability charges;
- Maintaining the property in a reasonable condition;
- Ensuring that the behaviour of occupants at the property does not unreasonably disrupt neighbours;
- Illegal activity does not occur at the property.

Where tenants are identified as not complying with the requirements of the Tenancy Agreement or the Residential Tenancies Act, Alliance Housing will promptly seek to proactively manage the issues with the tenant. Every effort will be made to support the tenant to sustain the tenancy through working collaboratively with the tenant, their advocates and/or through referral to appropriate skilled support agencies.

Rental and Other Arrears

Tenants have a legal obligation to pay their rent, water and other tenancy charges.

Where tenants fail to maintain their rental, water or other payments the Tenancy Officer should seek to make immediate contact with the tenant by phone, in writing and/or by visiting them at their property.

In the first instance Alliance Housing will expect the tenant to clear the arrears in full. However, if the tenant is experiencing financial difficulties we will negotiate an acceptable repayment plan with the tenant. Based on the tenant's circumstances, we may refer the tenant to a local financial counsellor or support agency to enable them to access additional support and advice.

Where the tenants fail to repay the arrears or maintain their agreed repayment arrangement, we may issue a Notice of Breach of Agreement under the Residential Tenancies Act that requires to pay the arrears in full within 14 days.

If the tenant clears the arrears no further action will be taken.

Should the tenant fail to pay the outstanding amount within the required timeframe, we may issue a Notice of Termination which will require the tenant to vacate the premises with no less than 7 days from date of issue.

In some instances, Alliance Housing may elect to issue a termination notice without a breach notice for the non payment of rent which will require the tenant to vacate the premises with no less than 7 days notice from date of issue. When actioned in this manner, the tenant will be kept informed of the process and if the arrears are paid in full the tenancy will continue.

If the tenant fails to rectify the situation or vacate within the termination notice period, Alliance Housing may elect to apply to the Magistrate's Court for an order to obtain possession of the property and evict the tenant.

Other Non-Compliance Issues

Beyond rent or other arrears, tenants may be deemed to be in breach of their tenancy agreement for:-

- keeping a pet on the premises when this is not permitted;
- sub-letting to others when it is not allowed;
- failing to keep the property reasonably clean;
- causing damage to the property;
- causing a nuisance to neighbours;
- failing to water or maintain the garden and lawns as agreed;
- using the premises for business purposes without approval; or
- using the premises for an illegal purpose.

Where Alliance Housing identifies that a tenant may be in breach of their agreement we will contact the tenant by phone, in writing and/or by visiting them at their property to discuss the matter. This will provide the tenant the opportunity to explain the situation, identify any extenuating circumstances and/or suggest options to rectify the matter.

Based on the nature of the situation, Alliance Housing will seek to provide relevant contact information or referral to appropriately skilled support services to assist the tenant.

Wherever possible we will seek to resolve the matter without the need for any formal action, however where necessary we may be required to pursue action legal recovery action under the Residential Tenancies Act.

Generally, this will result in a Notice of Breach Agreement being issued which provides the Tenant 14 days to rectify the matter.

Should the tenant fail to adequately resolve the matter within 14 days, we may issue a Notice of Termination which will require the tenant to vacate the premises with no less than 7 days notice.

If the tenant fails to vacate within the termination notice period, Alliance Housing may elect to apply to the Magistrate’s Court for an order to obtain possession of the property and evict the tenant.

Please note we will only take such legal action as a measure of last resort when we believe there are no other reasonable options to resolve the matter.

Legislation and Compliance

This policy is intended to operate consistent with any relevant legislation including the requirements of the:

- *Residential Tenancies Act.*
- *Privacy Act Privacy Act 1988 and amendments*
- *Australian Privacy Principles*

Implementation, Review and Amendments

This policy is applicable from the date of Board Approval.

Alliance Housing will review this policy on a regular basis to ensure it remains up to date.

Document/ Version Number	Amended By:	Amendment Narrative	Board Approval Date	Status
AH-NCRAP/1	Elysian Consultants	New Policy Document	20/05/2021	Superseded

ALLIANCE HOUSING(WA)

AH-NCRAP/1	Senior Admin	Review -No changes needed	17/08/2022	Superseded
AH-NCRAP/2	Senior Admin	Review – minor changes	14/01/2026	Approved