



COMMUNITY HOUSING
Industry Association Victoria

Practice Guidance

Arrears management



VI August 2025

Contents

Purpose	4
Key resources	4
Definitions	5
Overview	6
Relevant laws and regulations	7
Regulation for community housing	7
Residential Tenancies Act 1997 (Vic)	7
Preventing arrears	8
Sign up	8
Centrepay deductions	8
Financial counselling	9
Supports	9
Rebate cancellations	9
Addressing arrears	9
Initial contact and arrears letters	9
Reviewing disputed arrears	10
Financial hardship	10
Local agreements	11
Making a local agreement	12
Monitoring agreements	12
Addressing breaches of agreements	12
Completed agreements	12
Legal processes	12
Final reminder letter	12
Notice to Vacate (NTV)	13
Five strikes rule	15
Human rights	15
Applying to VCAT	16
Payment plan agreement without a hearing	16
Attending VCAT	16
VCAT orders	17
Bond claims for arrears	19



Agreement by both parties to claim the bond	19
Bond payment agreement	19
Disputes about how to split the bond	19
Claims for Homes Victoria bond loans	20
Summary of proofs	20



Purpose

The purpose of this guide is to support Community Housing Organisations (CHOs) to fairly, efficiently, and appropriately prevent and manage rental arrears.

It is guided by the requirements outlined in the Residential Tenancies Act 1997 (Vic).

This guide is designed to complement the template [Arrears Management Policy](#) and [Financial Hardship & Temporary Absence Policy](#) by providing further details on how to manage arrears under those policies and assist to establish procedures and processes.

Should you have any questions or comments on the information in this guide, please email leadingpractice@chiavic.com.au.

Key resources

The key resources referred to in this guide can be found below.

Key resources	Links
Charter of Human Rights and Responsibilities Act 2006 (Vic) (' Charter ')	Charter of Human Rights and Responsibilities Act 2006 (austlii.edu.au) Charter of Human Rights and Responsibilities Act 2006 (legislation.vic.gov.au)
Consumer Affairs Victoria – Forms and publications (Renting)	Forms and publications - Consumer Affairs Victoria
Residential Tenancies Act 1997 (Vic) (' RTA ')	Residential Tenancies Act 1997 (austlii.edu.au) Residential Tenancies Act 1997(legislation.vic.gov.au)
Residential Tenancies Regulations 2021 (Regs)	Residential Tenancies Regulations 2021 (SR NO 3 OF 2021) (austlii.edu.au) Residential Tenancies Regulations 2021 (legislation.vic.gov.au)
Residential Tenancies Bond Authority (RTBA) Online	RTBA Online (rentalbonds.vic.gov.au)
Victorian Civil & Administrative Tribunal (VCAT) – Payment plan agreement for rent arrears	Payment plan agreement for rent arrears VCAT



Definitions

The definitions for common terms used in this guide are set out below.

Term	Definition
Consumer Affairs Victoria (' CAV ')	A Victorian Government agency responsible for regulating accommodation under the RTA and other consumer protection laws.
Financial hardship	Where unforeseen events occur that fundamentally place a renter's tenancy at risk due to an unavoidable change in financial position and an inability to pay agreed rents.
Income-Based Rent (' rebated rent ')	Rent that is calculated based on household income. CHOs that are Registered Housing Agencies under the Housing Act can apply a rental rebate. The calculation of rebated rent is referred to as Income-Based Rent.
Legal agreement	A payment plan agreement for rent arrears made between the rental provider and the renter and ratified by VCAT.
Local agreement	A payment plan agreement for rent arrears made between the rental provider and the renter, without proceeding to VCAT.
Market-Based Rent	The maximum/default rent that will be charged for a home. For homes where service charges apply, the service charge will be listed separately and is not included in the Market-Based Rent.
Notice to Vacate (' NTV ')	A legal notice to a renter that the rental provider wants them to vacate the property by a certain date, issued in accordance with the RTA.
Prescribed form	The form that is required to be used when issuing a notice or providing information to renters as defined by Victorian rental law.



RentAssist bond loan	Bond assistance provided by Homes Victoria, available to renters who meet the department's eligibility criteria.
Rent arrears	Unpaid rent owed by the renter to the rental provider.
Rent payable	The amount the renter is required to pay for their home. Rent payable will be the lower amount of Market-Based Rent and Income-Based Rent.
Rent review	An assessment of household income and/or composition, conducted during a tenancy, to align the rent payable by the renter with their current circumstances.
Residential Tenancies Act (' RTA ')	The Residential Tenancies Act 1997 (Vic). The principal legislation governing rental housing in Victoria.
Residential Tenancies Bond Authority (' RTBA ')	A statutory authority that holds all Victorian residential tenancy bonds.
Support	Community, welfare, health, local government or departmental services for tenancy support management.
Victorian Civil & Administrative Tribunal (' VCAT ')	A legal institution set up to administer several Acts. For residential tenancies, the Tribunal administers the RTA.

Overview

Renters are required to pay rent in accordance with their residential rental agreement and the Residential Tenancies Act 1997 (Vic) (RTA).

CHOs set rents at affordable levels in accordance with each organisation's relevant rent setting policy.

There are times where renters accrue rental arrears, often due to making payments late or underpayments.

CHOs should engage with renters as early as possible to resolve any issues with rental arrears, support renters to overcome any financial issues, provide referrals to appropriate services and help renters to sustain their tenancy, with eviction being a measure of last resort.



Early intervention strategies should aim to minimise debt, making it more manageable for renters to resolve any issues with rent arrears and make repayments within a reasonable timeframe.

CHOs should aim to:

- Adopt rent arrears strategies that emphasise proactive and preventative approaches, rather than being focused mainly on reactive enforcement measures;
- Communicate responsibilities for payment of rent at commencement of tenancy;
- Sustain tenancies by preventing and reducing rental arrears by making all reasonable attempts to contact renters early to address the issue;
- Support renters to pay their unpaid rent within reasonable timeframes;
- Keep renters informed;
- Ensure the correct rent amount payable is being charged in accordance with the relevant rent setting policy, and if required undertake a rent review to reassess any applicable rebate where a renter's household income or circumstances have changed;
- Make referrals to services (e.g. financial counselling) where renters are not supported and give their consent;
- Escalate actions in a timely manner to minimise increase in rental arrears;
- Seek eviction only as a measure of last resort.

It is essential to address rental arrears promptly, as delays can result in arrears accumulating to levels that may take years for renters to repay.

Relevant laws and regulations

Regulation for community housing

Victorian CHOs are regulated by the Registrar of Housing Agencies (Housing Registrar).

When managing rent arrears, the [Performance standards for registered housing agencies](#) require CHOs to:

- Make information about its policies and procedures to determine and manage rents available in a variety of formats;
- Manage rent in accordance with the specific and legal policy requirements;
- Have policies and strategies to deal with renters in financial difficulties and with arrears of rent.

CHOs should ensure that they have up to date policies and procedures for managing arrears, sustaining tenancies, and financial hardship and that these are made readily available to renters.

Residential Tenancies Act 1997 (Vic)

Under the Residential Tenancies Act 1997 (Vic) (RTA), a Notice to Vacate (NTV) can be issued on the grounds of non-payment of rent.



If rent is not paid by the NTV due date, the rental provider can apply to the Victorian Civil & Administrative Tribunal (VCAT) for a possession order. Depending on the circumstances and evidence, VCAT may decide to issue a possession order or make a repayment order.

Preventing arrears

Sign up

At commencement of tenancy, CHOs should have routine sign-up procedures that include:

- Explaining to renters their obligation to make rental payments as a condition of their rental agreement which details the rent amount (payable in advance), frequency of payments (weekly, fortnightly, or monthly), the day that rent is to be paid, and the date the first payment is due;
- Outlining the range of payment methods available;
- Explaining how their rent amount payable is calculated;
- Making it clear that non-payment of rent will be taken seriously, and action will be taken as per the CHOs arrears management process.

Many CHOs as common practice conduct a settling-in visit (for example, 4 weeks into a new tenancy) to ensure renters have settled into their new home and to address any tenancy matters, including any issues with payment of rent.

Centrepay deductions

Under [s42](#) of the RTA, when setting a method of payment for rent, CHOs must provide renters with at least one way to pay rent that does not incur fees (not including the renter's own bank fees), and include the options to pay rent using Centrepay or by electronic funds transfer.

Centrepay is a way for renters to pay their rent to CHOs, direct from their Centrelink payments, a commonly preferred method of payment in social housing.

Where CHOs are registered for Centrelink Business Online Services (CBOS) through Services Australia, and renters have given the required consent and instruction, CHOs can deduct and manage their rental payments through Centrepay.

Alternatively, renters can set up their own Centrepay deduction through myGov.

Renters can withdraw their consent, change/cancel their deduction at any time, or there are times where the usual expected amount cannot be deducted from their Centrelink payment. This information is detailed in the Centrelink deduction reports which should be proactively monitored by CHOs and discussed directly with renters to make alternative payment arrangements if required.

Where Centrepay is not a suitable option, CHOs can provide renters with information about alternative payment options that are available.



Financial counselling

Repayment of rent arrears needs to be realistic and take into account the renter's financial circumstances and responsibilities.

Renters may benefit from a referral to financial counselling services who can assist to assess their financial situation, put plans in place to manage debts, and provide advice on how much they can afford to pay to reduce their arrears.

Supports

At any stage where renters are in arrears and not receiving support, if appropriate and with their consent, CHOs can consider making a referral to relevant services, such as:

- Community legal centres;
- Specialist tenancy support and advocacy services;
- Financial counselling services;
- Community based mental health services;
- Disability support services.

A list of services can be found in the [Renter Support Services Information Sheet](#) available in the CHIA Vic Member Hub Tenancy Resource Library.

Rebate cancellations

Social housing renters can fall into rent arrears as a result of their rental rebate being cancelled.

Where renters fail to provide the necessary evidence to assess their eligibility for an Income-Based Rent (a rebated rent, assessed based on household income), the rebate is cancelled, and the rent amount payable is increased to Market-Based Rent.

All reasonable steps should be taken to encourage renters to provide the required documentation for their household so that a rent review can be undertaken to reassess any applicable rebate, and to ensure the correct rent is charged.

Addressing arrears

Initial contact and arrears letters

Early intervention is critical when managing rent arrears, and CHOs should proactively monitor rental payments to ensure renters are meeting their obligations to pay rent in advance.

Where a renter falls into arrears after failing to make their payment on time, CHOs should get in contact with the renter at the earliest opportunity to:

- Discuss the circumstances that have led to the arrears;
- Determine whether a rent review is required due to a change of income or household circumstances;
- Remind renters of their obligation to pay rent in advance;



- Provide renters with the opportunity to review their rent statement transactions to check they are correct;
- Request that the arrears are paid in full;
- Seek local resolution for a repayment agreement;
- Contact and work with any existing services that are supporting the renter, or ask if they require referral to a service to assist with a plan to manage their payments;
- Advise that if rental payments continue to remain arrears in excess of 14 days (general tenancies) or 7 days (rooming houses), that a Notice to Vacate may be issued.

Where renters are hard to contact, CHOs should make all reasonable attempts to contact the renter (including reminders) by various means, which could include phone, letter, text, email, and in person home visits.

See [Appendix B](#) and [Appendix C](#) for example arrears reminder letter templates.

Reviewing disputed arrears

Where a renter disputes the arrears balance on their account, CHOs should provide renters with a full rent statement of charges and payments for their review, along with an explanation for the balance shown on the statement.

Where a renter disputes the arrears or details on the ledger, CHOs should postpone taking further legal action until the dispute is investigated and finalised. Renters should be advised to continue making their regular payments during this process.

Financial hardship

There may be circumstances where renters are experiencing significant financial hardship. This may include unforeseen circumstances where renters are required to be away from their property for an emergency. For example, to visit sick family members overseas or engage in rehabilitation. That can lead to their income being cancelled and/or unexpected additional expenses.

In these instances, special consideration may be required to sustain their tenancy and rental hardship policies should be applied. Circumstances of financial hardship may include:

- Unavoidable and significant expenses (for example, non-PBS medications or hire of expensive medical equipment not coverable by external funding such as the NDIS);
- Family violence;
- A medical emergency;
- A temporary or unexpected reduction in income;
- A natural disaster such as bushfire or flood;
- Other significant and unexpected financial circumstances.

Circumstances of temporary absence may include:

- A stay at temporary accommodation such as respite, rehabilitation, or a nursing home;



- Being on remand or incarceration, where the renter has no access to their regular statutory income.

Financial hardship application & assessment process

CHOs should have clear processes available to renters on how to apply for hardship, and what reasonable assessments are made by the CHO to determine eligibility. This includes hardship where renters are required to be temporarily absent from their property and special consideration is required to help sustain their tenancy.

Information renters should be asked to provide for financial hardship include:

- The circumstances of hardship;
- When the hardship began and how long it is expected to continue;
- How the hardship impacts the renter's ability to pay rent;
- Evidence of unexpected and significant additional financial costs;
- Any other supporting documentation (for example, letters from support workers or financial counsellors, confirmation of loss of income).

Information renters should be asked to provide for temporary absence include:

- The circumstances of temporary absence;
- The entry and exit date of temporary accommodation;
- Confirmation of payment of fees or evidence of incarceration;
- Confirmation that they will not be receiving their regular statutory income.

Other process considerations include:

- Determining whether it is more appropriate to undertake a rent review to reassess Income-Based Rent due to a change of income or household circumstances;
- Consideration of any relevant human rights, and the potential negative impacts on the household if hardship concessions are not approved;
- Any previous temporary absence period or hardship support;
- Renter or household history, including any complex tenancy issues;
- Any renter or household issues relevant to the decision;
- Authorisation by a delegated senior decision maker in the organisation;
- The period of approval, any relevant backdates, and the process for review.

Where renters are engaged with a financial counselling or support service, they may be able to provide a suggested repayment plan to support their application for hardship.

CHIA Vic has developed financial hardship resources to support CHOs to deal fairly, transparently, and consistently with hardship applications. These can be accessed through the CHIA Vic Member Hub, Tenancy Resource Library.

Local agreements



Making a local agreement

Where a renter does not have capacity to repay the arrears in full, in the first instance CHOs should have a strong focus on setting a financially sustainable local resolution and agreement where possible.

A local agreement could consist of:

- A lump sum payment, followed by agreed repayments; or
- An agreed series of repayments.

Agreements should be detailed in writing, with a copy provided to renters.

In some circumstances where renters have entered into a local agreement, CHOs may choose to include a term in the agreement that legal action will still proceed to have the agreement ratified through VCAT, as a precaution to minimise further arrears escalation.

See [Appendix D](#) for an example local agreement template.

Monitoring agreements

Local agreements should be regularly monitored to ensure renters are making their payments as agreed.

Addressing breaches of agreements

If a local agreement is broken because the renter has not made payments as agreed, reasonable attempts should be made to contact to renter to discuss:

- The reason why payment was missed and how they can rectify the situation;
- Renegotiation of the agreement if required (the existing agreement may no longer be sustainable, or the renter agrees to make up for missed payments);
- What actions will be taken by the CHO if the missed payments are not paid, or if the renter fails to respond to reasonable attempts to contact them.

Completed agreements

When the rental arrears are repaid, renters should be advised in writing that the local agreement has been completed, that their rent payable amount has been adjusted, and that ongoing payments can be made at their usual rent amount.

Legal processes

Final reminder letter

Before commencing legal action, CHOs should aim to sustain tenancies by encouraging renters to engage and recommence rental payments as early as possible. This aims to prevent the level of debt from becoming unmanageable to a value that cannot be repaid by renters within a reasonable timeframe.



Where attempts to seek a resolution cannot be met, or there are continued breaches of the repayment agreement, CHOs may issue a final reminder letter about their rental arrears, requesting that they make contact immediately, otherwise legal action may be taken.

See [Appendix E](#) for an example final arrears reminder letter template.

Notice to Vacate (NTV)

Before issuing an NTV, all reasonable attempts should be made to contact the renter to let them know about their rental arrears, that they need to make contact, and the potential actions that will be taken otherwise.

For general tenancies, under [s91ZM](#) of the Residential Tenancies Act 1997 (Vic) (RTA), a Notice to Vacate (NTV) for arrears can be issued where a renter is 14 days or more in arrears.

For rooming houses, under [s142ZF](#) a NTV can be issued where renters are 7 days or more in arrears.

A NTV must be in the prescribed form as detailed in the Residential Tenancies Regulations 2021 (Regs) (Form 6 for general tenancies, Form 22 for rooming houses). Forms are available for download from Consumer Affairs Victoria (CAV), or can be generated through the [VCAT Residential Tenancies Hub - Login](#). VCAT recommends that rental providers use the Hub, where valid notices can be generated, and subsequent applications can be made.

The following links can be used to download copies of the forms from CAV:

- [Notice to vacate to renter of rented premises](#)
- [Notice to vacate to resident/s of a rooming house](#)

Where a local agreement is in place, issuing a NTV should only be considered when that agreement is broken, and the renter has failed to make up the missed payments.

An individual's personal circumstances should be taken into consideration when making decisions to issue a NTV that will affect their tenancy. This might include, but is not limited to:

- Whether it is appropriate based on Human Rights Charter considerations;
- Cases of serious health of medical conditions or family situations;
- Circumstances of family violence;
- Any other complex circumstances where it is reasonable and agreed to by a senior manager in the organisation;
- Any alternative actions that have been identified to adequately address the issue;
- Organisational discretionary policy decisions (for example, when termination dates fall during the Christmas and New Year period).

See [Appendix F](#) for an example Notice to vacate renter cover letter template.

Where the renter pays the arrears amount specified on the NTV before the termination date stated on the notice, the matter has been resolved and should not proceed to VCAT.



NTV termination date

A NTV is not valid unless it specifies a termination date that is provided in accordance with the required notice period.

The minimum notice period begins the day after the notice is deemed to be given, which depends on the method of service:

- **Given by hand:** notice is taken to be given on the day it is delivered.
- **Given electronically:** notice is taken to be given on the day it is sent, if the renter has consented to electronic service, in accordance with the *Electronic Transactions (Victoria) Act 2000*.
- **Given by registered post or priority post:** notice is taken to be given on the day it would have been delivered in the ordinary course of post. Under s506 of the RTA, this is usually taken to be seven business days after posting.

Below provides a summary of the minimum number of days before action can be taken after sending a NTV for rent arrears, which can be used to calculate the NTV termination date for section 4 of the notice.

General tenancies (91ZM) require a 14-day minimum notice period¹:

By hand or electronic means	Registered post (sent Monday to Friday)	Registered post (sent on Saturday)	Registered post (sent on Sunday)
15 days later	22 days later	21 days later	20 days later

Rooming houses (142ZF) require a 2-day minimum notice period²:

By hand or electronic means	Registered post (sent Monday to Friday)	Registered post (sent on Saturday)	Registered post (sent on Sunday)
3 days later	10 days later	9 days later	8 days later

Reason for notice

For a NTV to be valid, it should:

- Quote the relevant reason, section number and the minimum notice required under the RTA; and
- Provide sufficient explanation as to why the notice has been given so that the renter can understand the reasons.

See [Appendix C](#) (general tenancies) and [Appendix H](#) (rooming houses) for example details to include on a Notice to Vacate for rent arrears.

¹ This information is reproduced from information published by VCAT [When to send notices / VCAT](#)

² As above.



Five strikes rule

The five-strikes rule means the fifth and any subsequent NTV for rental arrears can be treated differently to the prior (first, second, third or fourth) NTVs served within a single 12-month period.

The 12-month period refers to the first 12 months of the rental agreement, and each subsequent anniversary date resets to a new 12-month period. The strikes are cleared at the end of the 12-month period if no further NTVs are issued during that time.

The first four times a NTV is given, if the renter pays the arrears before the termination date specified in the NTV, under [s331\(4\)](#) of the RTA, the Tribunal must dismiss an application for a possession order.

The fifth and subsequent times a NTV is given, the rental provider may apply to VCAT for a possession order, even if the renter pays the outstanding rent by the termination date.

In the context of social housing, the five-strike rule has little relevance because:

- Social housing providers seek to sustain tenancies, and eviction is a measure of last resort; and
- If a renter is continually late with their rent but continues to pay off their arrears, this indicates the need for a discussion and encouragement to pay on time, but it does not indicate that the tenancy is not sustainable.

Additionally, VCAT can only make a possession order if it is reasonable and proportionate in the circumstances to do so. It is hard to imagine that VCAT would consider ending a social housing tenancy on the basis of rent arrears where the arrears have been remedied.

The five strikes system is not applicable to rooming house agreements.

Human rights

CHOs are required to uphold obligations under the Charter of Human Rights and Responsibilities Act 2006 (Vic) (the Charter) by considering the potential impact of any proposed action when making decisions that affect the lives of renters and their households.

To act compatibly with the Charter, decisions made by CHOs that limit a renter's human rights must:

- Be lawful, necessary, reasonable and proportionate;
- Consider whether the proposed impact is balanced, proportionate and necessary to achieve the objectives. For example, when considering whether to proceed with issuing a NTV for rent arrears, balancing the CHOs requirement to collect rent with the needs of the renter whose tenancy may be immediately terminated;
- Choose the least restrictive, fairest, and most reasonable lawful measure available to meet the objective.

CHIA Vic has resources available on ending tenancies, including the requirements to consider and act compatibly with the human rights of renters when making decisions to make an application to VCAT for possession, or purchasing a warrant of possession to



proceed with eviction. These can be accessed through the CHIA Vic Member Hub, Tenancy Resource Library.

Applying to VCAT

Where a renter does not make payment of the amount stated on the NTV by the termination date of the notice, CHOs may make an application to VCAT for a possession order under [s322](#) of the RTA.

The application to VCAT can be made by:

- Using the [VCAT Residential Tenancies Hub](#); or
- Completing the [online form](#); or
- Completing the [PDF form - General Application to the Residential Tenancies List](#).

See [Appendix I](#) for an example Application to VCAT for possession renter cover letter. An example application to VCAT for possession due to rent arrears is provided in [Appendix J](#) (general tenancies) and [Appendix K](#) (rooming houses).

Once the application is processed by VCAT, a notice of hearing will be issued detailing when and where the hearing will take place.

Possession applications due to unpaid rent should be heard in about 4 weeks³.

Payment plan agreement without a hearing

If the renter agrees to a repayment agreement prior to the VCAT hearing date, details of the agreement should be lodged with VCAT. This can be done using the form available for download [Payment plan agreement for rent arrears](#) which allows VCAT to make an order without proceeding with the hearing.

The agreement must be lodged with VCAT at least 7 business days before the hearing date. If an agreement is reached after that date, the hearing will proceed, and the payment plan can be presented at the hearing.

Note: the VCAT form does not specify that the renter's consent must accompany the form and does not include a space for renters to sign. CHIA Vic have sought advice from VCAT who advised this information is not required for a payment plan order to be made, although members have reported that they have had cases which have been dismissed without it.

We recommend that the renter's consent is provided either as a written attachment, or by including their signature on the form.

Attending VCAT

Documents needed for the VCAT hearing include:

³ *This information is reproduced from information published by VCAT [After you apply - Residential tenancy cases / VCAT](#).



- VCAT summary of proofs;
- A submission (if required);
- Copy of the NTV and application for possession;
- Registered post slips;
- Residential rental agreement;
- Rental statement;
- Any other relevant information (for example, previous repayment agreements, file notes, and letters).

Hearing documents must be provided, no later than 7 days before the hearing date to:

- VCAT by email renting@vcat.vic.gov.au; and
- The renter (by email if the renter has consented to electronic service of documents, or by post allowing sufficient time for delivery).

Summary of proofs

A summary of proofs form is available for download from VCAT [Summary of proofs - possession of residential rental premises due to rent arrears](#).

Submissions

A written submission can be given to VCAT support complex cases, particularly in circumstances where a possession order is the preferred outcome because a legal agreement is not appropriate due to a renter's poor payment and compliance history.

See [Appendix L](#) for an example VCAT submission.

VCAT orders

Reasonable & proportionate test

Section [330A](#) of the RTA sets out the circumstances that VCAT is required to consider to be satisfied whether it is reasonable and proportionate to make a possession order.

Applicants need to prepare arguments to demonstrate that the order being sought is reasonable and proportionate.

In general, the Tribunal will assess the facts of the case and apply them to each part of the test.

CHOs may wish to consider making written submissions to VCAT in cases where this test will be applied to ensure that all relevant matters in relation to each part are considered.

Adjournment or dismissal

Under [s331](#) of the RTA, VCAT may adjourn or dismiss an application for possession based on arrears where satisfactory arrangements have been or can be made to avoid financial loss to the rental provider. For example, on the condition that the renter complies with a legal agreement, or that the renter is referred to support from a financial counselling service to assess their ability to comply with a payment plan.

Legal agreement

VCAT may make an order based on a negotiated legal agreement with the renter to repay the arrears.



If the renter breaks the legal agreement due to missed or underpaid rental payments, CHOs should contact the renter to seek to rectify the issue.

If the renter failed to rectify the issue, or is uncontactable, CHOs can bring the matter back to VCAT, either via a renewal or a fresh application. This will depend on the terms of the previous VCAT order.

Possession order

If a possession order is granted by VCAT, the order states that the renter must move out of the property.

If the renter does not move out by the date in the possession order, an application can be made to VCAT for a warrant of possession which allows police to proceed with evicting the renter from the property.

Each possession order contains details of the relevant dates and CHOs should read the order carefully to understand the terms.

They are usually valid for 6 months from the date of the order. During this time, CHOs should continue to provide renters with reasonable opportunity to sustain their tenancy and encourage renters to repay their arrears by continuing to offer suitable repayment options.

Warrant of possession

As a last resort, and where all reasonable attempts have failed to prevent rental arrears from reaching unsustainable levels, CHOs may decide to proceed with seeking a Warrant of Possession, to recover possession of the property.

The decision to proceed with purchase of a warrant should be made by a senior decision maker in the organisation with the authority to make those decisions (e.g. the CEO or General Manager of Housing).

The right to execute a Warrant of Possession lapses if it is not executed before the end of the expiry date.

Once the Warrant of Possession is purchased, it must be executed within the specified timeframe, usually 14 days. Only Victoria Police can carry out an eviction when acting on a warrant of possession granted by VCAT. Once the warrant is issued by VCAT, a date and time for the eviction is scheduled by the police.

See [Appendix M](#) for an example Warrant of possession renter letter template.

CHOs should continue to negotiate repayment, where possible, up to the date of eviction.

There are circumstances where an extension of the warrant may be requested through VCAT, for example, due to reasons of undue hardship.

The request can be made by email to VCAT, before the warrant expiry date, requesting an extension a further period of no more than 30 days. The following details must be provided:

- Case number;
- Warrant of Possession expiry date;
- Reasons for requesting the extension.



In deciding whether or not to postpone a warrant, VCAT will consider:

- The hardship the renter and the household may suffer if the warrant is not postponed;
- The hardship the rental provider may suffer if the warrant is postponed.

If a hearing is scheduled by VCAT, the relevant CHO representative must attend the hearing to request the extension.

Bond claims for arrears

The Residential Tenancies Bond Authority (RTBA) holds all Victorian residential tenancy bonds in trust.

Under [s411AB](#) of the RTA, rental providers may claim some or all of the bond where a renter owes money for rent or other charges.

Agreement by both parties to claim the bond

Where a bond was paid by the renter, rental providers can only submit a bond claim if the renter agrees on how to split the bond.

Either party can make a claim for refund of the bond to the RTBA, within 10 business days of the tenancy ending.

Where there is agreement by both parties, rental providers can start the bond claim through the [RTBA Online](#).

Once the claim is submitted, an email and text message (if a mobile number was provided) is sent to the renter to review and accept the claim.

Once the claim is accepted, the RTBA will make payment within one business day.

Bond payment agreement

Where an application has been made to VCAT, and before the hearing date the rental provider and renter come to an agreement on how the bond is to be split, details of the agreement can be submitted to VCAT using the [Bond or compensation payment agreement | VCAT](#) form.

This allows VCAT to make an order recognising that both parties have settled. If the agreement is submitted more than 3 business days before the scheduled hearing date, VCAT will cancel the hearing.

Disputes about how to split the bond

Where there is a dispute, under [s419A](#) either party can apply to VCAT to seek an order to support their claim, within 14 days of the tenancy ending.

Once VCAT has issued an order, a bond claim along with a copy of the order must be submitted to the RTBA.



Where a renter cannot be contacted to sign the bond claim form, the rental provider can make an application to VCAT seeking an order instructing the RTBA to repay or transfer the bond.

Claims for Homes Victoria bond loans

To claim a Homes Victoria RentAssist bond loan, an application must be made to VCAT.

If VCAT orders that all or part of the bond is to be paid to the rental provider, a bond claim along with a copy of the order must be submitted to the RTBA.

Summary of proofs

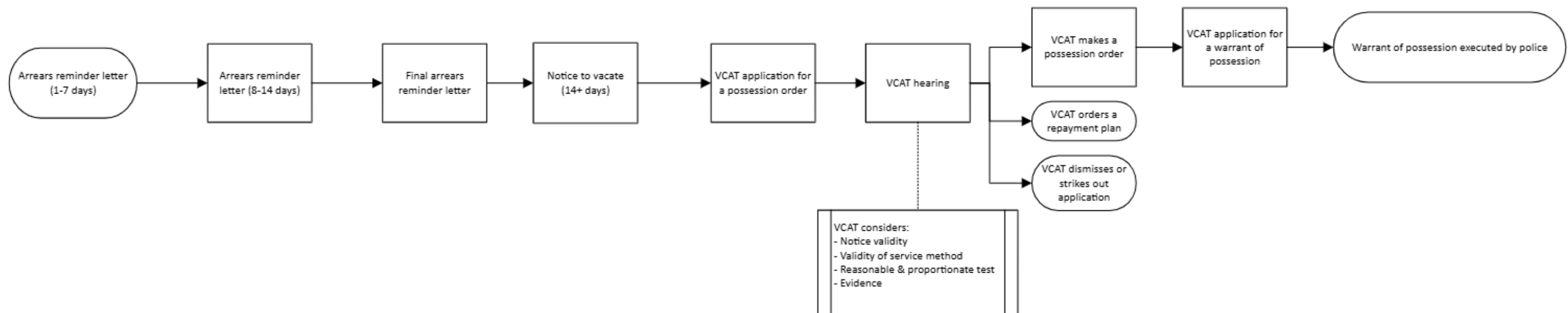
For bond claims, rental providers must use the [Summary of proofs - residential rental provider's claim for bond or compensation | VCAT](#) to support the application.

Where claiming a rent arrears amount higher than the bond amount, the application should be seeking Bond and Compensation.



Appendix A: Overdue rent process

Below is a flow chart of the process steps for overdue rent. Community housing providers seek to sustain tenancies and should encourage renters to enter into a repayment agreement at every stage of this process, and eviction is always only a measure of last resort.



The following example templates are also attached:

- [Appendix B](#): Arrears reminder letter 1-7 days
- [Appendix C](#): Arrears reminder letter 8-14 days
- [Appendix D](#): Local agreement
- [Appendix E](#): Final arrears reminder letter
- [Appendix F](#): Notice to vacate renter cover letter
- [Appendix G](#): Notice to vacate (rent arrears) general tenancies
- [Appendix H](#): Notice to vacate (rent arrears) rooming houses
- [Appendix I](#): Application to VCAT for possession renter cover letter
- [Appendix J](#): Application to VCAT for possession (rent arrears) general tenancies
- [Appendix K](#): Application to VCAT for possession (rent arrears) rooming houses
- [Appendix L](#): VCAT submission
- [Appendix M](#): Warrant of possession renter letter
- [Appendix N](#): Renter support services information sheet



Appendix B: Arrears reminder letter 1-7 days

[Note: This is a template letter for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures].

[Date]

[Renter name]

[Postal address]

[Suburb, State, Postcode]

Dear [Renter]

Re: Rental arrears reminder

This letter is to remind you about your rental payments, as our records indicate that your rent is in arrears.

Details of your rent arrears

Fortnightly rent amount	[\$[Rent amount payable]]
Amount owed	[\$[Arrears amount]] as at today's date
Last payment received	[Date of last payment]

Please find attached a copy of your rent statement for your review.

What you need to do before [date]

- Make payment in full immediately; or
- If you believe there has been an error, please contact us so that we can resolve the issue; or
- If you are having difficulties with your payments, please contact us so that we can refer you to someone who can help.

You can contact your [Tenancy Manager], [Name] on [contact details].

[Tenancy Manager]



Appendix C: Arrears reminder letter 8-14 days

[Note: This is a template letter for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures].

[Date]

[Renter name]

[Postal address]

[Suburb, State, Postcode]

Dear [Renter]

Re: Rental arrears reminder - urgent

Further to our previous reminder letter, and attempts to contact you, our records indicate your rent still remains in arrears.

Details of your rent arrears

Fortnightly rent amount	[\$[Rent amount payable]]
Amount owed	[\$[Arrears amount]] as at today's date
Last payment received	[Date of last payment]

Please find attached a copy of your rent statement for your review.

What you need to do before [date]

- Make payment in full immediately; or
- If you believe there has been an error, please contact us so that we can resolve the issue; or
- If you are having difficulties or are unable to make payment, please contact us so that we can discuss what options are available to help you.

What happens if you do not pay your rent

If payment is not received, you may be served with a Notice to Vacate.

If you need financial assistance or other support, please contact us so that we can help you with a referral.

You can contact your [Tenancy Manager], [Name] on [contact details].

[Tenancy Manager]



Appendix D: Local agreement

[Note: This is a template arrears agreement for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures].

Date of agreement [Date]
Renter name [Renter name]
Property address [Renter address]
Amount owed \$[Arrears amount] as at today's date

Payment plan agreement

The renter agrees to pay the following amounts toward rent arrears on or before the dates specified:

Date:	[Date payment 1 is due]	Amount:	\$([Payment amount])
Date:	[Date payment 2 is due]	Amount:	\$([Payment amount])
Date:	[Date payment 3 is due]	Amount:	\$([Payment amount])
Date:	[Date payment 4 is due]	Amount:	\$([Payment amount])

And/or

The renter agrees to pay:

Rent amount payable of \$[Usual rent payable amount] per [week / fortnight]
Together with an additional amount of \$[Repayment amount] towards arrears
Being a total amount payable of \$[Total payable] per [week / fortnight]
Commencing from [Agreement start date].

This payment plan will continue until the rent arrears are paid in full and rental payments are in advance in accordance with the rental agreement.

Renter signature [Signature]
Date [Date signed]



Appendix E: Final arrears reminder letter

[Note: This is a template letter for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures].

[Date]

[Renter name]

[Postal address]

[Suburb, State, Postcode]

Dear [Renter]

Re: Rental arrears final reminder - urgent

This is a final reminder letter about your rental payments, as our records indicate that your rent still remains in arrears.

We have made several attempts to contact you so that we can discuss your payments, and what options are available to help you rectify your payments.

Your rent is currently in arrears to the amount of \$[Arrears amount] as at today's date. Attached is a copy of your rent statement.

What happens next?

If we do not hear from you or receive payment in full by [Date], you will be served with a Notice to Vacate.

If you need financial assistance or other support, please contact us so that we can help you with a referral.

You can contact your [Tenancy Manager], [Name] on [contact details].

[Tenancy Manager]



Appendix F: Notice to vacate renter cover letter

[Note: This is a template letter for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures].

[Date]

[Renter name]

[Postal address]

[Suburb, State, Postcode]

Dear [Renter]

Re: Rental arrears – Notice to vacate

We have made multiple attempts to contact you about your unpaid rent.

As you have not resolved the matter or entered into a repayment agreement, we are writing to serve you a Notice to Vacate. Please find the notice enclosed.

What happens next?

You must make payment in full of \$[Arrears amount owed to NTV termination date] by [NTV termination date]. If you pay all of the unpaid rent on or before this date, the notice will have no effect.

If you do not make payment in full, or if you do not contact us, we will make an application to the Victorian Civil & Administrative Tribunal (VCAT) for a rent arrears hearing.

To avoid further action, please contact your [Tenancy Manager] worker to discuss:

- Options to rectify your payments, such as entering into a repayment agreement.
- Referral options if you need financial assistance or other support.
- Any other circumstances which might be affecting your ability to pay your rent.

You can contact your [Tenancy Manager], [Name] on [contact details].

[Tenancy Manager]



Appendix G: Notice to vacate (rent arrears) general tenancies

[Note: This is example wording to be used on a Notice to Vacate for rent arrears (general tenancies), under section 5 Reason for notice, and should be tailored to the specific needs of the organisation and the individual circumstances of the renter].

5 Reason for notice

- The rental provider must select the relevant reason, section number and the minimum notice required under the Act from the attached information sheet and write it in the box below.
- The rental provider must also explain why the notice has been given. It is not enough to quote just from the Act or from the reasons on the information sheet; this must be accompanied by specific details.
- VCAT may find a notice to vacate invalid where it does not provide enough details or is not accompanied by the required documentary evidence.

I am giving you this notice for the following reason:

Non-payment of rent (91ZM)

This notice is given pursuant to section 91ZM of the Residential Tenancies Act 1997 (Vic).

You now owe at least 14 days rent. The amount owing is \$[arrears amount].

At the date of this notice your rent is paid up to and including [paid to date].

This is notice number [1 / 2 / 3 / 4].

If this is notice 1, 2, 3 or 4 and you pay your rent before the termination, then this notice will have no effect.

If this is notice number 5 or you do not pay your rent then you must vacate on or before the terminate date or your rental provider may apply to VCAT to evict you.

The rent is outstanding pursuant to a rental agreement dated [rental agreement date] between the Rental Provider, [CHO] and the Renter, [renter name]. Rent is payable in advance by the Renter to the Rental Provider pursuant to clause [rental agreement clause number] of the rental agreement.

The current weekly rental is \$[rent amount payable]. The Renter has not paid rent since [date last rental payment was received].



Appendix H: Notice to vacate (rent arrears) rooming houses

[Note: This is example wording to be used on a Notice to Vacate for rent arrears (rooming houses), under section 5 Reason for notice, and should be tailored to the specific needs of the organisation and the individual circumstances of the renter].

5 Reason for notice

- The rooming house operator must select the relevant reason, section number and the minimum notice required under the Act from the information provided on pages 6 to 8 of this form and write it in the box below.
- The rooming house operator must also explain why the notice has been given. It is not enough to quote from the Act. The explanation must be sufficient so the resident can understand why the notice has been given.
- VCAT may find a notice to vacate invalid where it does not provide enough details or is not accompanied by the required documentary evidence.

I am giving you this notice for the following reason:

Non-payment of rent (142ZF)

This notice is given pursuant to section 142ZF of the Residential Tenancies Act 1997 (Vic).

You owe at least 7 days rent. The amount owing is \$[arrears amount].

At the date of this notice your rent is paid up to and including [paid to date].

The rent is outstanding pursuant to a rooming house agreement dated [rooming house agreement date] between the Rooming House Operator, [RHO] and the Resident, [resident name]. Rent is payable in advance by the Resident to the Rooming House Operator pursuant to clause [rooming house agreement clause number] of the rooming house agreement.

The current weekly rental is \$[rent amount payable]. The Resident has not paid rent since [date last rental payment was received].



Appendix I: Application to VCAT for possession renter cover letter

[Note: This is a template letter for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures].

[Date]

[Renter name]

[Postal address]

[Suburb, State, Postcode]

Dear [Renter]

Re: Rental arrears – Application to VCAT

We have made multiple attempts to contact you about your unpaid rent.

As you have not resolved the matter or entered into a repayment agreement, we are writing to inform you that an application has been made to the Victorian Civil & Administrative Tribunal (VCAT) for a rent arrears hearing. A copy of the application is enclosed.

Your rent is currently in arrears to the amount of \$[Arrears amount] as at today's date.

What happens next?

VCAT will review the application and send you a Notice of Hearing, telling you when and where your hearing will take place.

It is important that you attend the hearing so that you can have your say. If you do not attend, VCAT can proceed with making a decision in your absence.

If you make payment of all unpaid rent in full before the hearing date, the application will be withdrawn to cancel the hearing.

If you contact your [Tenancy Manager] and enter into a repayment agreement at least 7 business days before the hearing, the agreement can be lodged with VCAT to make an order without proceeding with the hearing.

If you need help

If you require support or advice, attached is a list of services you can contact. If you need help with a referral, please contact your Tenancy Manager.

[Attach list of services - refer to the CHIA Vic Renter support services information sheet [Appendix N](#).]

For any further information, you can contact your [Tenancy Manager], [Name] on [contact details].



[Tenancy Manager]



Appendix J: Application to VCAT for possession (rent arrears) general tenancies

[Note: This is example wording to be used on a VCAT application for rent arrears (general tenancies), under part 9 Claim details, and should be tailored to the specific needs of the organisation and the individual circumstances of the renter].

PART 9: CLAIM DETAILS - WHAT DO YOU WANT VCAT TO DO?

20. What orders do you want VCAT to make?

You need to tell us the relevant section number of the *Residential Tenancies Act 1997* that relates to your claim, if you can, and what orders you want VCAT to make.

You may also have to provide specific information or documents to support your application. If you do not provide information or documents that VCAT needs, your application may be delayed.

To see a list of common disputes we hear and their section numbers, go to www.vcat.vic.gov.au/rentingnotice.

The Applicant has served a notice to vacate on the Respondent for non-payment of rent under section 91ZM of the Residential Tenancies Act (RTA). As such, the Applicant is seeking a possession order under section 322(1) of the RTA as follows:

1. The Applicant is granted a possession order; and
2. The Respondent must vacate the premises within [insert period] from the date of this order.

21. Provide more details about your claim.

You must give complete details about your claim, including:

- how you have calculated any amounts you are asking for
- why you are asking for the above orders.

This will help the respondent understand why you have made this application. If you need more space, you can attach a document setting out the details of the claim.

The Applicant and the Respondent entered into a rental agreement on [insert date] for the premises at [insert address]. The rent amount payable under the rental agreement is \$[insert amount] per [week/fortnight].

A Notice to Vacate for rent arrears was issued on [insert date] because the Respondent owed more than 14 days of rent. At the date of issuing the Notice to Vacate, the Respondent had paid up until [insert date] with \$[insert amount] on account. The amount of \$[insert NTV arrears amount] was not paid by the termination date specified on the notice, being [insert date].

[The Respondent has not made any rental payments since the Notice to Vacate was issued / insert details of any payments].

At the date of this Application, the amount owing is \$[arrears balance], rent paid up to [insert date], the rent account is currently [insert number of days] days in arrears.

A rent statement and a copy of the Notice to Vacate is attached to this Application. The Applicant is seeking possession of the rented premises on the basis that the Respondent owes more than 14 days of rent.



Appendix K: Application to VCAT for possession (rent arrears) rooming houses

[Note: This is example wording to be used on a VCAT application for rent arrears (rooming houses), under part 9 Claim details, and should be tailored to the specific needs of the organisation and the individual circumstances of the renter].

PART 9: CLAIM DETAILS - WHAT DO YOU WANT VCAT TO DO?

20. What orders do you want VCAT to make?

You need to tell us the relevant section number of the *Residential Tenancies Act 1997* that relates to your claim, if you can, and what orders you want VCAT to make.

You may also have to provide specific information or documents to support your application. If you do not provide information or documents that VCAT needs, your application may be delayed.

To see a list of common disputes we hear and their section numbers, go to www.vcat.vic.gov.au/rentingnotice.

The Applicant has served a notice to vacate on the Respondent for non-payment of rent under section 142ZF of the Residential Tenancies Act (RTA). As such, the Applicant is seeking a possession order under section 323(a) of the RTA as follows:

1. The Applicant is granted a possession order; and
2. The Respondent must vacate the premises within [insert period] from the date of this order.

21. Provide more details about your claim.

You must give complete details about your claim, including:

- how you have calculated any amounts you are asking for
- why you are asking for the above orders.

This will help the respondent understand why you have made this application. If you need more space, you can attach a document setting out the details of the claim.

The Applicant and the Respondent entered into a rooming house agreement on [insert date] for the premises at [insert address]. The rent amount payable under the rooming house agreement is \$[insert amount] per [week/fortnight].

A Notice to Vacate for rent arrears was issued on [insert date] because the Respondent owed more than 7 days of rent. At the date of issuing the Notice to Vacate, the Respondent had paid up until [insert date] with \$[insert amount] on account. The amount of \$[insert NTV arrears amount] was not paid by the termination date specified on the notice, being [insert date].

[The Respondent has not made any rental payments since the Notice to Vacate was issued / insert details of any payments].

At the date of this Application, the amount owing is \$[arrears balance], rent paid up to [insert date], the rent account is currently [insert number of days] days in arrears.

A rent statement and a copy of the Notice to Vacate is attached to this Application. The Applicant is seeking possession of the rented premises on the basis that the Respondent owes more than 7 days of rent.



Appendix L: VCAT submission

[Note: This is example wording to be used for a VCAT submission and should be tailored to the specific needs of the organisation and the individual circumstances of the renter].

IN THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL
AT [MELBOURNE]
RESIDENTIAL TENANCIES LIST

VCAT Reference R2025[/number]

BETWEEN

[CHO]

Applicant

- and -

[RENTER NAME/S]

Respondent[s]

SUBMISSION OF THE APPLICANT

[Note: where documents are referred to, these should be attached to the VCAT Summary of Proofs and the submissions should direct the Tribunal to the relevant pages of the VCAT Summary of Proofs.]

[Note: these submissions relate to non-payment of rent. If your application is for another reason, for example danger, make sure all references to the Act are correct & the background information reflects what has occurred in your circumstances.]

[Note: The example paragraphs in this submission are for illustration only. Submissions must reflect the specific facts and circumstances of each application.]

Overview

1. This submission is made on behalf of [CHO] (the **Applicant**) in relation to the application made by the Applicant for a possession order in respect of the tenancy at [Property Address] (the **rented premises**) due to non-payment of rent

Background

2. The following circumstances led to a Notice to Vacate being served and a possession order being sought.



- 2.1. The tenancy commenced on [date].
- 2.2. [Add details of the household including co-renters, residents or any children living at the rented premises].
- 2.3. The Respondent[s] [is/are] responsible to pay rent.
- 2.4. The rent payable is [\$ rental amount] per [week/fortnight].
- 2.5. [Detail any relevant information on history of non-payment of rent, including any notices to vacate given under section 91ZM of the Act in the last 12 months].
- 2.6. [Detail all relevant information on attempts to sustain tenancy and referrals made, including any communication with (or attempts to communicate with) the renter in respect of the renter].
- 2.7. [Detail any relevant information on repayment plans and previous VCAT applications and orders].
- 2.8. The amount of rent and arrears owing as at the date of the application was [amount].
- 2.9. The amount of rent and arrears owing as at the date of preparing the submissions is [amount].
- 2.10. [Any other relevant information].

Applicable Law

3. These submissions deal with the question of whether the Applicant is entitled to a possession order under s91ZM and s330 of the Residential Tenancies Act 1997 (Vic) (the Act), and in particular:
 - 3.1. The validity of the notice to vacate for unpaid rent; and
 - 3.2. Whether it is reasonable and proportionate to make a possession order in the circumstances of this case.

Submission

4. The renter has failed to pay rent in breach of the residential tenancy agreement.
5. The Applicant submits that a possession order can be made under s91ZM and s330 of the Act. The relevant requirements are addressed below.

The Notice to Vacate is valid

6. On [date] a notice to vacate was given under s91ZM of the Act because the renter owed at least 14 days rent (the **Notice**).
7. The Notice specified a termination date that was not less than 14 days after the date on which Notice was given and was served [by delivering it to the renter personally/ AND/OR by sending it to the person by registered post to the person's usual or last known place of residence or business AND/OR by electronic communication] **[Note: you can only serve electronically if the renter has consented to electronic service, in accordance with the Electronic Transactions (Victoria) Act 2000.]**



8. The Respondent is still in possession of the rented premises and the Notice was not withdrawn.
9. The Respondent did not pay the unpaid rent on or before the termination date of the Notice.

Section 72 of the VCAT Act has been complied with

10. The Applicant served a copy of the application for possession order on the renter in accordance with section 72 of the Victorian Civil and Administrative Tribunal Act 1998 (Vic).

Reasonable and proportionate factors

11. The Applicant submits that it is reasonable and proportionate to make a possession order, having regard to the factors listed in s 330A of the Act and taking into account the interests of the renter and the Applicant [and any co-renters].

The reasonable and proportionate factors are addressed below [Note: for each factor examples are provided. These are examples only and should be changed to reflect the circumstances of the application].

12. *The nature, frequency and duration of the conduct of the renter which led to the notice to vacate being given*

The nature, frequency and duration of the renter's failure to pay rent is set out in the 'Background' section of these submissions.

13. *Whether the breach is trivial*

[Insert details about the extent of the arrears.] For example:

The application for possession order was made following a continued failure by the renter to pay rent under the rental agreement. At the time the application for possession was made, the renter owed \$## in unpaid rent. At the time the Notice was served, the Renter owed \$## in unpaid rent.

The Applicant also notes that since the Notice was given and the application for possession was made, the Renter has continued to not pay rent. The rent payable is now \$##.

The Applicant submits that this is not trivial, and this is a high amount of unpaid rent and arrears.

The Applicant relies on rental revenue to cover the costs of providing housing and delivering services to renters.

14. *Whether the breach was caused by the conduct of any person other than the renter*

[Insert details of whether the renter's failure to pay rent was caused by anyone else other than the renter] For example:

The breach has not been caused by any person other than the renter.



15. *Whether the renter has made an application for a family violence safety notice, family violence intervention order, recognised non-local DVO or personal safety intervention order*

[Insert any relevant details.] For example:

The Applicant is not aware of any such applications by the renter.

16. *Whether the breach has been remedied as far as is practicable*

[Insert details about whether the renter has remedied the failure to pay rent, for example by recommencing to pay rent or a portion of the rent or entering into a payment plan] For example:

The Renter has not remedied the breach. The Renter did not pay the unpaid rent before the termination date in the notice to vacate and the total amount of rent due under the rental agreement continues to remain unpaid.

The Applicant notes that, as set out in the 'Background' section of these submissions, the Applicant attempted to engage with the Renter to arrange a payment plan, however the renter did not respond to these offers.

17. *Whether the renter has, or will soon have, capacity to remedy the breach and comply with any obligations under the rental agreements*

[Insert details about whether the renter has or will soon have the ability to pay the rent and arrears. If the Applicant is of the view that a payment plan ordered by the Tribunal is not appropriate in the circumstances, include reasons to support this argument].

For example:

The unpaid rent has continued to escalate to a stage where the renter does not have the capacity to pay the arrears or remedy the breach in a reasonable timeframe.

The renter has failed to maintain several repayment agreements and/or a payment plan previously ordered by the Tribunal on [##].

18. *The behaviour of the rental provider*

The behaviour of the Applicant is set out in the 'Background' sections of these submissions.

19. *The effect of the conduct of the renter on others as a renter*

[Insert details about any renters impacted]

For example:

As a charitable community housing organisation, we rely on rent payments to continue providing safe and affordable homes to people in need. Rents are carefully set at levels that are affordable for all renters. When rent is not paid, it puts pressure on our ability to maintain services and support other renters in need of housing.

20. *Whether any other order or course of action is reasonably available instead of making the order sought*



[Insert details about all steps that the Applicant has taken to give the renter the opportunity to pay rent and repay the arrears. In this part you may (if appropriate) also set out why it is not suitable for the Tribunal to adjourn the application and for a possession order and refer the renter to financial counselling or require an assessment of the renter's ability to enter into a payment plan.] For example:

The Applicant submits that it is not suitable for the Tribunal to adjourn the matter and refer the renter to financial counselling and require an assessment of Renter A's ability to enter into a payment plan. In this regard, it is noted that the renter has already been provided with an opportunity to remedy the breach, by entering into a repayment plan with the Applicant. Despite this, the renter has not been paying rent and did not engage in discussions with housing staff in respect of options to remedy the breach. The renter is no longer responding to housing staff's attempts to speak with the renter. In these circumstances, the Applicant submits that there is no other course of action reasonably available instead of seeking a possession order.

The Applicant has provided multiple opportunities for the renter to re-commence rental payments and also made arrangements for a support service to provide assistance.

The Applicant will not pursue a warrant of possession immediately, as we aim to provide the renter with an opportunity to sustain their tenancy by recommencing rental payments and maintaining a payment agreement through the six-month period of a possession order.

21. *Any other relevant matters*

[Insert details about any other relevant matter. For example, you may include the impact that the possession order would have on the renter or other people, such as the renter's children or residents living in the rented premises.]

Summary

22. For the reasons outlined above, the Applicant submits that a possession order can be made as the requirements of the Act have been satisfied.

Orders sought

23. The Applicant seeks that the Tribunal make a possession order under sections 91ZM and 330 of the Act.

[Insert full name], [Tenancy Manager]

[Insert date]



Appendix M: Warrant of possession renter letter

[Note: This is a template letter for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures.]

[Date]

[Renter name]

[Postal address]

[Suburb, State, Postcode]

Dear [Renter name]

Re: Warrant of possession

At the Victorian Civil & Administrative Tribunal (VCAT) hearing held on [hearing date], an order of possession was made. This order was made [reason for order]. This means you are required to vacate the property by [vacate date as specified on the order]. A copy of the order is enclosed.

As you have not moved out the property, [CHO] will proceed with purchasing a warrant of possession which will end your tenancy, and you will be evicted from the property.

What do you need to do?

- Remove your belongings from the property and let us know if you have moved out.
- Contact us if you need assistance with finding alternative housing options.

What happens next?

Once the warrant of possession is purchased, a date will be arranged with Victoria Police to ensure you have moved out. The locks will be changed, and you will no longer have access to the property.

Any personal belongings or goods left behind at the property will be dealt with in accordance with processes under the Residential Tenancies Act 1997 (Vic).

Crisis accommodation support services

If you are in urgent need of support services or somewhere to stay, below is a list of crisis and support services you can contact. If you need help with a referral, please contact your Tenancy Manager.

Crisis accommodation support services

Victorian Statewide Homelessness Support Line (24 hours, 7 days)

P: 1800 825 955

W: <https://services.dffh.vic.gov.au/getting-help>



The service will direct you to nearby support programs staffed by housing and support workers. If the call is outside business hours, it will be directed to Salvation Army Crisis Services.

A full list of local homelessness support services can be found on the website.

Homelessness Statewide After-Hours Service

P: (03) 9536 7777 or 1800 825 955 or 1800 627 727

Operates from 5pm to 9am Monday to Friday, and all day and night on weekends and public holidays.

Opening Doors (24 hours)

P: 1800 825 955

If you need emergency accommodation, or are at risk of homelessness and need help, you can call Opening Doors to speak with a housing and support worker.

Askizzy

W: <https://askizzy.org.au/>

An online tool to search for support services.

For any questions, please contact your Tenancy Manager [insert name] on [contact details].

[Tenancy Manager]



Appendix N: Renter support services information sheet

[Note: This is a template for community housing organisations and should be tailored to the specific needs of the organisation and linked to appropriate policies and procedures.]

Where can I get help with my tenancy?

LEGAL ADVICE AND ASSISTANCE

Tenants Victoria

Social housing advice line: 1800 068 860 (free call), Mon-Fri, 9am- 4pm

Website: www.tenantsvic.org.au

Provides free over the phone legal information, advice, and casework support, and financial counselling support, to private and social housing renters in Victoria. Tenants Victoria is the peak body for renters in Victoria and the specialist rental law community legal centre.

Victoria Legal Aid

1300 792 387, Mon-Fri, 8am-6pm

Website: <https://www.legalaid.vic.gov.au/>

Provides legal information over the phone about a range of issues, including rental problems. They may also be able to provide you with a duty lawyer to help you with a VCAT hearing or provide you with casework support in limited circumstances.

Justice Connect – Homeless Law

03 8636 4408

Website: <https://help.justiceconnect.org.au/homelesslaw/>

If you are homeless or at risk of homelessness, they can provide housing and tenancy assistance with a focus on preventing evictions, for example:

- A notice to vacate has been issued, the rental provider is seeking a possession or compliance order at VCAT, or there is a hearing at VCAT;
- Changes to fixed term rental agreements due to family violence (this includes ending fixed term rental agreements, or transferring the renter to a sole rental agreement);
- Creation and transfer of a tenancy.

Local Community Legal Centres

State-wide Legal Advice Line: 1300 792 387, Mon-Fri, 9am to 5pm

Your local community legal centre provides a range of free legal services, including information, referrals, advice and in some cases casework, to renters with legal disputes, within a particular catchment area.

Find your local centre here https://www.fclc.org.au/find_a_community_legal_centre.



RENTER/TENANCY ADVOCATES

Victorian Public Tenants Association (VPTA)

1800 015 510 (free call)

Website: <https://vpta.org.au/tenant-support/>

The Victorian Public Tenants Association (VPTA) is the peak body for public housing in Victoria. They represent people who live in public housing and those on the wait list (Victorian Housing Register); they can also assist community housing renters where possible.

They offer a free and confidential telephone advice line to assist renters resolve issues regarding their housing, or their housing application, as well as undertake community engagement and outreach work.

Council to Homeless Persons

Homelessness Advocacy Service (HAS) – 1800 066 256 (free call), Mon-Fri, 9am-5pm

Website: <https://chp.org.au/>

The Homelessness Advocacy Service (HAS) is the key advice and information service for consumers seeking or receiving assistance from any Victorian community-managed homelessness assistance or social housing service.

FINANCIAL ASSISTANCE / MATERIAL AID

Financial Counselling – National Debt Helpline

1800 007 007 (free call), Mon-Fri, 9.30am-4.30pm

Website: <https://ndh.org.au/>

A qualified financial counsellor will assess your situation over the phone and provide you with free advice. If your matter is more complex, they can refer you to your closest face-to-face financial counselling service. Financial counsellors can also put you in touch with other support services, such as legal services, crisis food and accommodation services, and health services.

Local Council

Local Councils work with local agencies and providers to source and deliver food and material relief to vulnerable members of the community. There are several community service agencies and organisations that can assist with financial hardship, food and material aid and other support services.

Find your local council's details here <https://knowyourcouncil.vic.gov.au/home>

TENANCY SUPPORT & INFORMATION SERVICES

Tenancy Plus

Tenancy Plus aims to prevent homelessness and support renters to stay in housing. Tenancy Plus support providers will work with you to create a support plan that is tailored to your needs and goals. Support providers can also connect you to a range of other support services in your local area.



Find your local Tenancy Plus service here: <https://www.housing.vic.gov.au/tenancy-plus-support-program>

Consumer Affairs

1300 558 181, Mon-Fri, 9am-5pm

Website: <https://www.consumer.vic.gov.au/housing/renting>

Provides information to renters on topics such as rental agreements, knowing your rights when signing an agreement, moving out, giving notice and evictions.

Opening Door – Homelessness Assistance

1800 825 955 (free call), Mon-Fri, Afterhours: 5pm-9am (24 hours on weekend)

Website: <https://services.dffh.vic.gov.au/getting-help>

Help if you are homeless or at risk of homelessness. See the website for the opening door in your area.

Safe Steps

1800 015 188 (free call), 24-hour service

Website: <https://www.safesteps.org.au/>

Provides specialist support services for anyone in Victoria who is experiencing or afraid of family violence.

OMBUDSMAN & HUMAN RIGHTS

Victorian Ombudsman

9613 6222 or Regional 1800 806 314 (free call)

Website: <https://www.ombudsman.vic.gov.au/>

Receives and investigates complaints about the Victorian Housing Register (VHR) or concerns about how the Housing Registrar has responded to a complaint.

Victorian Equal Opportunity and Human Rights Commission (VEOHRC)

1300 292 153 (free call)

Website: <https://www.humanrightscommission.vic.gov.au/>

Helps resolve complaints for people who have been discriminated against, sexually harassed, victimised or vilified.

